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CUMULATIVE CONTENTS AND DIGEST APPEAR AT THE END OF THIS PUBLICATION

INDUSTRIAL APPEAL COURT— Appeals against decision of Full Bench—

JURISDICTION: WESTERN AUSTRALIAN
INDUSTRIAL APPEAL COURT.

CORAM: KENNEDY J (Presiding Judge)
FRANKLYN J
ANDERSON J.

DELIVERED: 3 MARCH 1998.

FILE NO/S: APPEAL IAC 7 of 1997.

BETWEEN: KELLERBERRIN CARE OF THE AGED
COMMITTEE INC TRADING AS DRYANDRA FRAIL
AGED HOSTEL

Appellant

AND

AUSTRALIAN LIQUOR HOSPITALITY &
MISCELLANEOUS WORKERS' UNION,
MISCELLANEOUS WORKERS' DIVISION, WESTERN
AUSTRALIAN BRANCH

Respondent.

JUDGMENT—

KENNEDY J (Presiding Judge)—

I would ask Anderson J to deliver the first judgment.

ANDERSON J—

For the reasons which I now publish, I would dismiss the appeal.

KENNEDY J—

I am in agreement with the reasons of Anderson J, and I publish a note to that effect.

FRANKLYN J—

I, too, am in agreement with those reasons, and I publish a note to that effect, and I would also dismiss the appeal.

Catchwords—

Industrial Relations (WA)—Award—Whether an employee came within category of “assistant supervisor”.

Representation—

Agents—

Appellant : Mr J B Blackburn
Respondent : Mr D J Kelly

Solicitors—

Appellant : Nil

Respondent : Nil

Case(s) referred to in judgment(s)—

Nil

Case(s) also cited—

Australian Builders' Labourers' Federated Union of Workers v Construction, Mining and Energy Workers' Union of Australia, Western Australian Branch (1990) 70 WAIG 1653

Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, WA Branch v Kellerberrin Care of the Aged Committee Inc (1997) 77 WAIG 1512

Burswood Resort (Management) Ltd v Actors Equity of Western Australia (Union of Employees) (1994) 75 WAIG 361

Comdox (No 272) Pty Ltd v Dawson (1993) 49 IR 458

Dixon v Ministry of Justice (1996) 76 WAIG 4144

Doropoulos v Transport Workers Union of Australia Industrial Union of Workers, WA Branch (1989) 69 WAIG 1290

Federated Clerks' Union of Australia Industrial Union of Workers, WA Branch v Cary (1977) 57 WAIG 585

Federated Engine Drivers and Firemen's Union of Workers of Western Australia v Mt Newman Mining Company Pty Ltd (1977) 57 WAIG 794

Hospital Employees' Industrial Union of Workers, WA v Proprietors Lee-Downs Nursing Home (1977) 57 WAIG 455

Lee v Showmen's Guild of Great Britain [1952] 2 QB 329

Litis v Pantelis (1958) 60 WALR 17

Mahony v Industrial Registrar of New South Wales (1986) 8 NSWLR 1

Mountgrove Holdings Pty Ltd v Transport Workers' Union of Australia Industrial Union of Workers, WA Branch (1990) 70 WAIG 4295

Norwest Beef Industries Ltd v West Australian Branch, Australian Meat Industry Employees Union, Industrial Union of Workers (1984) 64 WAIG 2124

Richardson v Action Food Barns (WA) Pty Ltd (1985) 65 WAIG 1087

Robe River Iron Associates v Amalgamated Metal Workers' and Shipwright's Union of Western Australia (1987) 67 WAIG 1097

Warren v Coombes (1979) 142 CLR 531

KENNEDY J—

I have had the advantage of reading, in draft, the reasons to be published by Anderson J, with which I am in agreement.

As Anderson J has pointed out, the question before this Court is not whether, in our opinion, Ms Summers was employed as an assistant supervisor but whether, on the evidence, it was open to the Full Bench so to find. In my opinion, it was.

In arriving at this conclusion, one of the major factors is the inclusion in the definition of "Supervisor" in cl 6 of the Award of an employee "whose duties include the overseeing of the daily activities of the residents". There was evidence of the responsibilities of Ms Summers in this respect such as to warrant the finding of the Full Bench. Accordingly, I would dismiss this appeal.

FRANKLYN J—

I have had the benefit of reading in draft the reasons to be published by Anderson J. I am in agreement with those reasons and have nothing further to add.

ANDERSON J—

This is an appeal against a decision of the Full Bench of the Industrial Relations Commission upholding a decision of an Industrial Magistrate to the effect that the appellant had breached the wages clause (cl 18) of the *Aged and Disabled Persons Hostels Award 1987* in relation to the wage paid to an employee, Ms Lynette Summers. The complaints before the Industrial Magistrate alleged 20 breaches in that over 20 successive fortnightly pay periods the appellant had failed to pay Ms Summers the rate prescribed in the Award for an "Assistant Supervisor".

The appellant operated a hostel at Kellerberrin providing accommodation, catering facilities and personal care services for aged persons. The hostel services included assistance in the cleaning of residents' rooms, provision of meals and assistance with other necessary room services. The personal care service required to be provided included individual attention and supervision and physical assistance with bathing, showering, personal hygiene activities, dressing, undressing, grooming, fitting of artificial limbs and other personal mobility aids and sensory communication aids and eating and drinking. It also included assistance with movement, toileting, the management of continence and incontinence and with communication. It was a requirement of the legislation under which government funding was provided for the hostel that the services include "the provision at any time of at least one responsible person approved by the organisation who is continuously on call and in reasonable proximity to render emergency assistance to each eligible person who requires such assistance".

Evidence was given that there were about two dozen residents in the hostel at the relevant time. Some of them suffered from dementia or Alzheimer's disease and the care they needed included the full range of care which one would expect to be needed by aged, frail and disabled people. Ms Summers' job description was "general assistant". The Award contains no such classification.

The issue before the Industrial Magistrate was whether or not Ms Summers was in truth an "Assistant Supervisor".

The relevant provisions of the Award at the material time were as follows—

"4 Scope

This Award shall apply to employees employed in the callings described in Clause 18 - Wages of this Award, by the employer respondents, in hostels providing residential accommodation, catering facilities, hostel and personal care services for aged or disabled persons where such employer respondents receive financial assistance under the *Aged or Disabled Persons Homes Act 1954*, for those purposes. Provided that it shall also apply to such employees employed by employers providing cleaning services in the hostels to which this award applies.

6 Definitions

- (1) 'Supervisor' shall mean an employee who is in overall charge of the day to day running of the hostel and whose duties include the overseeing of the daily activities of the residents.

18 Wages

- (1) (a) The minimum weekly rate of wage payable to employees covered by this award shall be the Base Rate plus the Arbitrated Safety Net Adjustment (ASNA) Payment expressed hereunder—

| | Base Rate | ASNA Payment | Minimum Weekly Rate |
|--------------------------|-----------|--------------|---------------------|
| | \$ | \$ | \$ |
| (i) Qualified Cook | 460.90 | 8.00 | 468.90 |
| (ii) Cook Working Alone | 401.00 | 8.00 | 409.00 |
| (iii) Other Cook | 395.90 | 8.00 | 403.90 |
| (iv) Supervisor | 426.40 | 8.00 | 434.40 |
| (v) Assistant Supervisor | 403.60 | 8.00 | 411.60 |
| (vi) Domestic | 378.30 | 8.00 | 386.30 |
| (vii) Driver | 402.90 | 8.00 | 410.90 |

- (2) The classification 'domestic' shall include the following: cleaner, domestic, gardener, handyperson, kitchen employee, laundry employee, pantry employee, machinist, storeperson and like classification.
- (3) The ordinary wages of any employee other than a supervisor or assistant supervisor placed in charge of three or more employees shall be increased by \$14.20 per week."

The Industrial Magistrate made detailed findings as to exactly what duties Ms Summers carried out in the ordinary course of her employment during the period in question. His findings were as follows—

"I find that Lynette Summers carried out duties including the following during the period under consideration—

1. Woke up residents in the morning.
2. Assisted some of the residents' showering. In particular assisted some of the residents clean parts of their bodies where they could not manage to clean themselves, eg. back and feet.
3. Ensured that the residents attended the dining room area for breakfast, lunch and tea as the case maybe depending on the particular shift.
4. Continually monitored whether there were any changes in the physical well being of the residents. Such changes may have been physical such as bruising or grazing. Changes may also have been emotional such as mood swings. Any such changes were brought to the attention of the supervisor.
5. Ensured residents were properly clothed having regard to the climatic conditions of the day.
6. Each and every room of the various residents was equipped with a buzzer. The resident pushed a button which caused the buzzer to activate when he or she needed attention. It is accepted by the supervisor that Lynette Summers as a general assistant was expected to respond to the activation of a buzzer by a resident. If the supervisor also responded then well and good and the attendance of the general assistant would thereafter not be required. If however, the supervisor did not respond and the general assistant did then depending upon the demand of the resident the general assistant may have needed to refer the matter to the supervisor.
7. Assisted in the personal hygiene of some of the residents, eg. cleaned teeth, cut nails, combed hair, cleaned up the resident if he or she wet himself or herself and the supervisor was not present.
8. Assisted in recording the bowel movements of residents.
9. Communicated with residents from time to time to settle or soothe them given that some of the residents suffer from Alzheimers and Dementia to varying degrees.
10. Physically lifted some of the residents.
11. Cut food for some of the residents when they needed that help to enable them to be able to or at least comfortably be able to eat an evening meal.
12. Ensured rooms were clean and tidy including making beds, cleaning mirrors and sinks, emptying bins.

13. Attended to cleaning duties generally of all rooms in the hostel including bedrooms and involving dusting, vacuuming and mopping.
14. Generally assisted with cleaning in the kitchen and attended to the cleaning of dishes and cutlery.
15. Completed sorting of washing, removal of washing from lines and delivery of laundry to resident's rooms.
16. Ensured various chemicals were available, eg. laundry cleaners, toilet cleaners and kitchen detergents."

In the light of the definition of "Supervisor" in cl 6(1) of the Award (set out above), his Worship concluded against the appellant that Ms Summers' major and substantial employment, looked at as a whole, was that of an Assistant Supervisor.

The appellant's appeal was dismissed by the Full Bench which held in effect that the Industrial Magistrate had formulated for himself the correct question and that there was ample evidence to support the findings of fact made by him and that the findings of fact did justify the conclusion that Ms Summers was an Assistant Supervisor. It is from that decision that the appellant appeals to this Court. It is, of course, open to this Court to intervene only if the appellant establishes that on these issues the decision of the Full Bench is "erroneous in law". *Industrial Relations Act 1979 (WA) s90(1)*.

In my opinion, the question whether Ms Summers was an Assistant Supervisor within the meaning of that expression in the Award was a mixed question of fact and law. It was first necessary to decide whether the expression "Assistant Supervisor" was used in a special sense in the Award. This was, I think, a question of law. It involved the construction of the Award. Although "Assistant Supervisor" is not defined in the Award, the Award contains a definition of "Supervisor" which gives to that word a special meaning for the purposes of the Award. Therefore, the expression "Assistant Supervisor" obtains its legal signification in part from that definition. In my opinion, therefore, the question of the meaning of "Assistant Supervisor" in this Award is a question of law. On that question, accepting that an assistant is a person who gives assistance, it was, of course, necessary to recognise the distinction between assistance which is of a kind that would be expected of any subordinate employee (especially in a hostel such as this) and assistance which truly was assistance in the discharge of the duties and responsibilities of the particular office of Supervisor. It would only be work which was of the latter kind that could provide the factual basis for a finding that the employee was an "Assistant Supervisor". I think it is clear enough that both the Industrial Magistrate and the Full Bench recognised this distinction. The following is extracted from the reasons of the Industrial Magistrate—

"The Award does not provide for any definition of 'Assistant Supervisor'. The ordinary meaning of 'an assistant' is a person who provides help or aid. An Assistant Supervisor assists a Supervisor or put another way helps or aids a Supervisor carry out his or her duties ... whether a person is an Assistant Supervisor or not needs to be determined having regard to the particular facts of the case ... I should add that an Assistant Supervisor is not necessarily a person who is simply required to carry out some particular task at the direction of the Supervisor. I should further add that an irregular, infrequent or occasional performance of a Supervisor's task by a person other than the Supervisor does not make that other person an Assistant Supervisor."

The main judgment of the Full Bench was delivered by the President and at p35 of his reasons the following statement appears—

"The work of the general assistants (so-called) was to assist the supervisor in her duties, including the day-to-day running of the hostel, the *raison d'être* of which was the care of its residents. Further, as her 'eyes and ears' amongst the residents, together with other duties which she performed, Ms Summers assisted the supervisor to oversee daily the activities of the residents ... Of course, an assistant supervisor would differ from an assistant to the supervisor, who, in my opinion, would assist the supervisor in the office of supervisor, but not in the discharge of the duties of the supervisor as such. For example, the

secretary to a director would assist the director, but would not be an assistant director. ... [Ms Summers'] duties involved her direct participation in the running of the hostel from the care point of view and the overseeing of the daily activities of residents."

These passages reveal that both the Industrial Magistrate and the Full Bench fully appreciated the distinction to which I have referred. The Full Bench recognised that the inquiry was whether Ms Summers' duties were in substance to assist the Supervisor in the discharge of the duties and responsibilities of the office of Supervisor. That was the correct inquiry and whether her duties were or whether they were not of that nature was entirely a question of fact. If the evidence was such that it was open to the Industrial Magistrate and to the Full Bench to find as they did, that is, to find that Ms Summers' duties were to assist the Supervisor in the discharge of the duties and responsibilities of her office, this Court has no authority to substitute its own opinion on that question.

In my opinion, the findings of fact made by the Industrial Magistrate and accepted by the Full Bench as to what were Ms Summers' duties were open on the evidence and those findings did leave open the further finding of fact that Ms Summers' major and substantial employment was as an Assistant Supervisor.

I would dismiss the appeal.

WESTERN AUSTRALIA
INDUSTRIAL APPEAL COURT.

Industrial Relations Act 1979.

Appeal No. IAC 7 of 1997.

IN THE MATTER OF an appeal against the decision of the Full Bench of the Western Australian Industrial Relations Commission in Matter Number 919 of 1997 dated the 19th day of August 1997.

B E T W E E N

Kellerberrin Care of the Aged Committee Inc t/a Dryandra Frail Aged Hostel
Appellant

and

The Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch
Respondent.

BEFORE—

JUSTICE KENNEDY (PRESIDING JUDGE).
JUSTICE FRANKLYN.
JUSTICE ANDERSON.

3 March 1998.

Order.

HAVING heard Mr J B Blackburn for the appellant, and Mr D J Kelly for the Respondent, THE COURT HEREBY ORDERS that the appeal be dismissed.

[L.S.]

(Sgd.) J. A. SPURLING,
Clerk of the Court.

FULL BENCH— Appeals against decision of Commission—

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Eleanor Angela Keane
(Appellant)

and

Lomba Pty Ltd
(Respondent)

(No 1770 of 1997)

BEFORE THE FULL BENCH
HIS HONOUR THE PRESIDENT P J SHARKEY.
CHIEF COMMISSIONER W S COLEMAN.
COMMISSIONER S A CAWLEY.

17 February 1998.

Reasons for Decision.

THE PRESIDENT: This is an appeal properly brought under s.49 of the Industrial Relations Act 1979 (as amended)(hereinafter called "the Act") against part of a decision dated 5 September 1997 of the Commission at first instance, whereby the Commission dismissed an application brought by the applicant, being reinstatement in satisfaction of a claim of unfair dismissal and also contractual benefits alleged to have been denied her.

GROUNDS FOR APPEAL

The grounds of appeal as amended by leave are as follows—

1. The Commission erred in law in holding that the Commission did not have jurisdiction to deal with the claim for denied superannuation benefits pursuant to a contract of employment.

As a consequence, the employer deducted, without authority, the sum of \$1250.84 from salary or commission due.

2. That the Appellant and Respondent entered into a benefit under a contract of service to provide for superannuation.
3. That the Respondent by its answer (AB 8) acknowledges that it owes \$3,388.23 superannuation contributions.
4. That the amount payable to the superannuation scheme included additional contributions deducted from the Appellant's salary.
5. The Superannuation Guarantee Levy provisions does not apply. These provisions do not prevail to exclude contractual benefits from being sought by the appellant.
6. That jurisdiction lies within Section 7 industrial matter.

Leave was granted to extend time within which to file and serve appeal books.

BACKGROUND

The background to the appeal is as follows—

The appellant, who was the applicant at first instance, made application to the Commission claiming that she was unfairly dismissed and seeking orders that she be paid amounts of contractual benefits, to which she was entitled. Amongst these was included a claim for employer's superannuation entitlements due but not paid.

As it turned out in argument, this appeal related to one question, whether the appellant was entitled to claim under s.29 contractual benefits to which she was entitled, and which were denied her, an amount of \$3,388.23 for superannuation contributions which should have been paid to a qualifying superannuation fund by the respondent.

The Commissioner held that he had no jurisdiction to make any order in respect of superannuation premiums not paid to a

qualifying superannuation fund (see page 13 of Appeal Book (hereinafter referred to as "AB")), where he said—

"However, my view is that the law is clear that any benefits that arise, by virtue of the application of federal law, are not benefits that can be enforced here, and it's clear by application of section 109 of the constitution. So I will not deal with those matters."

In his written reasons for decision, the Commissioner "confirmed" those reasons. In 1992, the Superannuation Guarantee (Administration) Act 1992 (Cth) (hereinafter referred to as "the SGAA") came into operation.

The question before the Full Bench on appeal was whether the SGAA covered the field. Insofar as the Act confers a right to claim, or be ordered to be paid, a contractual benefit which might be constituted by superannuation payments required to be paid by the employer under the SGAA, then the same was inoperable, as I understood the respondent's case.

For the appellant, it was submitted that there was no inconsistency between s.29(1)(b)(ii) of the Act and s.50 of the SGAA.

It was conceded that the respondent had not complied with his obligations under the SGAA. It was also submitted that notwithstanding that the respondent conceded (see page 32 (AB)) that he had an arrangement with Prudential (Assurance) to pay for the superannuation contribution, the arrangement was not a contractual obligation, it was a statutory obligation.

The submission was that there was no contractual obligation, there being no oral or written agreement.

The only obligation, so the submission went, was that contained in the statute, a liability imposed by the statute; and, the only means of enforcing the obligation is under s.50 of the SGAA.

By virtue of the SGAA and other statutes including the Superannuation Guarantee Charge Act 1992 (hereinafter referred to as "the SGCA"); the SGCA is incorporated in and is to be read as one with the SGAA; an employer is required to make contributions for the benefit of an employee to a complying superannuation fund in a prescribed amount.

S.3 and s.4 of the SGAA provides that that Act binds the Crown in right of the Commonwealth, and of each State, and the Territories.

"Superannuation Guarantee Charge" is defined in s.6 of the SGAA as follows—

" "Superannuation Guarantee Charge" means charge imposed by the Superannuation Guarantee Charge Act 1992" and in s.49(4) of the same Act as follows—

"includes additional superannuation guarantee charge under Part 7"

and in s.50(2) of the same Act as follows—

"includes additional superannuation guarantee charge under section 49 or Part 7"

S.5 of the SGCA prescribes that a charge is imposed on any superannuation guarantee shortfall of an employer in a year. S.6 of the same Act prescribes the amount of the charge as follows—

"The amount of superannuation guarantee charge payable on a superannuation guarantee shortfall of an employer in a year is an amount equal to the amount of the shortfall."

In s.6 of the SGAA, "superannuation guarantee shortfall" is prescribed as having the meaning given by s.17, which reads as follows—

"17. If an employer has one or more individual superannuation guarantee shortfalls for a year, the employer has a superannuation guarantee shortfall for the year worked out by adding together—

- (a) the total of the employer's individual superannuation guarantee shortfalls for the year; and
- (b) the employer's nominal interest component for the year; and
- (c) the employer's administration component for the year."

(See also the Superannuation Industry (Supervision) Act 1993 (Cth) and the Income Tax Assessment Act (1936)(as amended)).

Under s.20(2) and s.21(2) of the SGAA, the employer's minimum contribution to the employee's superannuation is calculated (see also s.6). If the contributions do not meet this minimum, the employer is liable to make up the shortfall.

It was common ground that the amount claimed by the appellant at first instance as unpaid contributions, and indeed unpaid by the employer, was a superannuation guarantee charge as defined in the SGCA and for the purposes of Part 6 of the SGAA.

That being so, then s.50 of the SGAA is applicable. That section reads—

- “(1) Superannuation guarantee charge that is payable—
- (a) is a debt due to the Commonwealth and payable to the Commissioner in the manner and at the place prescribed; and
 - (b) may be sued for and recovered in a court of competent jurisdiction by the Commissioner or a Deputy Commissioner suing in his or her official name.
- (2) In subsection (1)—
- “superannuation guarantee charge” includes additional superannuation guarantee charge under section 49 or Part 7.”

Thus, pursuant to s.50, the amount not paid, by the respondent, being a superannuation guarantee charge, was a debt due to the Commonwealth, payable to the Commissioner of Taxation (see the definition of Commissioner in s.6 of the SGAA) in the manner and at the place prescribed.

As a debt due to the Commonwealth, and payable to the Commissioner, a superannuation guarantee charge may be sued for and recovered in a court of competent jurisdiction by the Commissioner or Deputy Commissioner suing in his name.

There are two substantial questions raised by the submissions of Mr Clohessy and Mr Barrett—

- (a) Was the amount claimed a contractual entitlement?
- (b) Does the Superannuation Guarantee (Administration) Act 1992 cover the field and render s.29 inoperative?

In Hoffman's case (Hoffman v TVT Media Pty Ltd 77 WAIG 2999 at 3000) the Commission found that because there was an oral agreement that the employee would be paid a superannuation entitlement, then it became a benefit under her contract of employment, even though the entitlement might have had its origins in federal legislative requirements, which were not enforceable by this Commission.

There was no evidence led in this case that there was a contractual entitlement to superannuation contributions, because the Commissioner ruled on this matter before evidence was given in the terms set out above.

There was evidence from Mr David Noel Salter, a director of the respondent (see page 32(AB)) as follows—

“Q. As far as the superannuation payments are concerned, did you have an arrangement with Prudential to pay for superannuation contributions?

A. Yes, and another few other companies as well.”

There was also evidence from Mr Salter that he was entering into an arrangement with the “Taxation Office”. That evidence was adduced, however, on the submission of the agent for the appellant as relevant only to the question of undertakings to the appellant not being honoured. It could not have been relevant otherwise.

There were no submissions that the amount of the unpaid superannuation contributions was payable by the respondent pursuant to an implied term of the contract of employment.

However, in any event, to reiterate, the superannuation guarantee charge (as defined) (which was conceded was the subject of the claim at first instance) exists solely because of the Commonwealth statutes and because of its definition in federal legislation, and its prescription as a debt recoverable by the Commonwealth.

There is no possibility that the liability to pay the superannuation guarantee supercharge is anything but a statutory liability located under a Commonwealth Act.

There, if it were material, is no relevant evidence that the charge was payable pursuant to any express or implied contractual obligation. A purported parallel contractual agreement to pay it cannot alter its nature.

There was, in fact, no, or no sufficient evidence that the superannuation charge was to be paid as part of the contract of service.

In any event, the respondent is liable to pay superannuation contributions as a prescribed statutory duty and as a created statutory liability under the SGAA and SGCA.

A superannuation guarantee charge, as this was conceded to be, is a statutory debt due to the Commonwealth (s.50 of the SGAA) and payable to the Commissioner of Taxation or a Deputy Commissioner.

Further, a superannuation guarantee charge may be sued for and recovered only by the Commissioner or a Deputy Commissioner and only by virtue of and recoverable only under the SGAA. What was claimed at first instance (and the subject of this appeal) was not, therefore, a contractual benefit claimable under s.29(b)(ii), but a debt due to the Commonwealth.

The statutory liability has not been submitted to be an implied term of the contract of employment. I would have difficulty accepting that it could (see Byrne v Ansett Airlines Limited (1995) 185 CLR 410. Further, there is no admissible evidence of any express term.

Accordingly, as I hold, the amount claimed at first instance was not a contractual benefit which an employee is entitled to under and pursuant to a contract of service (see Perth Finishing College Pty Ltd v Watts (1989) 69 WAIG 2307 at 2312—2313 (FB). In this case, the right sought at first instance by the appellant to be pursued was not one arising from the contract of employment.

It was, therefore, not established that the amount not paid by way of superannuation guarantee charge was a benefit to which the appellant was entitled under her contract of service.

Further, by virtue of the SGCA and the SGAA, considering the relevant provisions thereof in the context of the legislation to which I have referred, on the authority of Shuttleton v Cain 77 WAIG 1073 (IAC) and the authorities referred to therein, including Clyde Engineering Co Ltd v Cowburn (1926) 37 CLR 466 and O'Sullivan v Noarlunga Meat Ltd (1954) 92 CLR 565 and Miller v Miller (1978) 141 CLR 269 at 275 per Barwick CJ, Gibbs, Stephen, Jacobs, Aickin JJ (see also The Amalgamated Society of Engineers v The Adelaide Steamship Company and Others (1920) 28 CLR 129 at 155); and by the operation of s.109 of the Australian Constitution, s.29(1)(b)(ii) is inoperative to the extent that it is in conflict with the federal legislations.

The question is whether the paramount law, i.e. the Commonwealth statutes deal exclusively with the particular topic dealt with by s.29(1)(b)(ii) (see Shuttleton v Cain (op cit) at 1074 per Anderson J). The answer is that if the particular topic is a claimed contractual benefit constituted by a superannuation guarantee charge (which is the case), it is dealt with exclusively by the SGAA and the SGAC.

The Commonwealth legislation evinces the intention of the Commonwealth Parliament to legislate a prescription for the payment of superannuation contributions by employers for employees to funds, to regulate those matters, and to prescribe for the recovery of shortfalls in payments of contributions, i.e. “Superannuation guarantee charges”, to the exclusion of other legislation.

Insofar as s.29(1)(b)(ii) provides a means of recovering superannuation guarantee charges, then the same is rendered inoperative because, within the meaning of the “applicable test” the Commonwealth legislation, upon this appeal “covers the field”.

For those reasons, the grounds of appeal are not made out. I would dismiss the appeal.

CHIEF COMMISSIONER COLEMAN: I have had the benefit of reading the Reasons for Decision of His Honour the President, I agree and have nothing further to add.

COMMISSIONER CAWLEY: This is an appeal against a decision of a single Commissioner in Matter No. 177 of 1997 to dismiss part of a claim brought pursuant to section

29(1)(b)(ii) of the (WA) Industrial Relations Act, 1979 as amended for an alleged denied contractual benefit of superannuation benefit due under a contract of employment between Eleanor Angela Keane (the appellant here) and Lomba Pty Ltd (the respondent here). The order for dismissal issued in matter No. 177 of 1997 actually determined a number of contractual benefits claims as well as a claim of unfair dismissal. The appeal is limited however to the dismissal of the claim for superannuation benefits.

The grounds of appeal as filed and relief sought are expressed as follows—

GROUND

1. The Commissioner has failed to order the payment of \$2344.987 being the amount agreed between the parties of underpayment of salary for 8 weeks from February 1995—May 1995.
2. The Commission erred in law in holding that the Commission did not have jurisdiction to deal with the claim for denied superannuation benefits pursuant to a contract of employment.
3. As a consequence, the employer deducted, without authority, the sum of \$1250.84 from salary or commission due.

RELIEF SOUGHT

1. That the appeal be upheld.
2. That the matter be returned to the Commission for determination and order according to law.

When the appeal proceeded the appellant applied to amend the grounds of appeal by deleting the first ground, and adding the following —

That the Appellant and Respondent entered into a benefit under the contract of service to provide for superannuation.

That the respondent by its answers (AB 8) acknowledges that it owes \$3,388.23 superannuation contributions.

That the amount payable to the superannuation scheme included additional contributions deducted from the Appellant's salary.

The Superannuation Guarantee Levy provisions does not apply. These provisions do not prevail to exclude contractual benefits from being sought by the appellant.

That jurisdiction lies within Section 7 industrial matter. [sic]"

The respondent did not object to the application to amend sought by the appellant. The application was granted.

The reasons for decision at first instance deal in some detail with the appellant's claim of unfair dismissal and more shortly with the claims for contractual benefits and other claims. So far as the claim for a superannuation benefit is concerned it was noted by the Commissioner that a sum of \$5,403.35 was identified in correspondence from the appellant's agent as the amount due but that other documents set out the claim(s) in a different form and contain an admittance that the superannuation claim "is under the jurisdiction of the Australian Taxation Office" [Appeal Book, page 10].

In his reasons for refusing the claim for superannuation contributions the Commissioner referred to a conclusion made by him in the course of proceedings and, in effect, confirmed it [Appeal Book, page 13]. The transcript of proceedings records the Commissioner as stating —

Concerning the superannuation matter ... the law is clear that any benefits that arise, by virtue of the application of federal law, are not benefits that can be enforced here, and it's clear by application of section 109 of the [C]onstitution. So I will not deal with those matters. [sic]

The submission put on behalf of the appellant by Mr Clohessy appears to be that the Commissioner at first instance erred in concluding that by section 109 of the Commonwealth of Australia Constitution Act, the federal Superannuation Guarantee (Administration) Act 1992 prevailed and there was no jurisdiction for this Commission to deal with the claim for superannuation benefits. Mr Clohessy says the claim fell within section 7 (Interpretation) of the Industrial Relations Act, 1979 as amended and, in the absence of an award entitlement, while the "floor" for a superannuation benefit was established by

the federal act, in the absence of any right of enforcement for the individual employee then enforcement could be by way of an order arising out of a claim brought under section 29(1)(b)(ii). That is, there is jurisdiction for the Commission to deal with the claim for superannuation as raised in the instant claim.

The respondent acknowledges an obligation on it for superannuation contributions to be made by it on behalf of the appellant but says this obligation arose as a result of the federal Superannuation Guarantee (Administration) Act 1992 and not under the contract of employment. Thus, according to the respondent, the Commissioner at first instance correctly concluded that the enforcement of this obligation was not a matter for the Commission.

The issue is pursuant to a claim brought under section 29(1)(b)(ii) of the Industrial Relations Act 1979 as amended. That provision is as follows —

29. (1) An industrial matter may be referred to the Commission —
- (a) ...
 - (b) in the case of a claim by an employee —
 - (i) ...
 - (ii) that he has not been allowed by his employer a benefit, not being a benefit under an award or order, to which he is entitled under his contract of service, by the employe[r].

It is not an issue here, and there is no doubt, that superannuation is an industrial matter for the purposes of the jurisdiction of the Commission. The question for the Commission at first instance was simply whether or not as a matter of fact the superannuation entitlement claimed was a benefit arising under the contract of service between the appellant and the respondent and, if so, whether it had not been allowed by her employer.

In answer to the first of these questions in the appeal proceedings the appellant's agent drew attention to page 32 of the Appeal Book (that being a one page extract, page 140, from the transcript of cross examination of a Mr Salter for the respondent) as evidence of a superannuation benefit arising under the contract of employment. But on any consideration of this evidence it does not amount to an admittance by the respondent that a superannuation benefit arose under the contract of service as the appellant asserts. It amounts to an acknowledgment of an obligation. No other evidence of such an entitlement under the contract of service between the parties was identified.

The appellant's other line of argument seems to be that an employee covered by award which establishes a right to superannuation can enforce that right, so, in the absence of any such right under the federal legislation for an employee, distinct from the taxation authorities, to pursue compliance with the obligations imposed under the federal legislation, then there is no conflict in such a right arising under section 29(1)(b)(ii) of the (WA) Industrial Relations Act, 1979 as amended for employees whose employment is not regulated by an award.

This ignores the fact that the right of access to the Commission pursuant to section 29(1)(b)(ii) is limited to benefits actually arising under a contract of service between an employee and employer. It is not for the Commission to allow a right of access on the basis of rights and obligations on a party to a contract of service which do not result from the parties' own contracting.

A superannuation benefit was not offered and accepted as part of the employment of the appellant and there is no evidence of a superannuation benefit arising pursuant to the contract of service between the appellant and the respondent. The appellant has not established its case that the Commission at first instance was in error in dismissing the claim for superannuation benefits. I would dismiss the appeal.

THE PRESIDENT: For those reasons the appeal is dismissed.

APPEARANCES: Mr R Clohessy for the Appellant

Mr G T Barrett (of Counsel), by leave, for the Respondent

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Eleanor Angela Keane
(Appellant)

and

Lomba Pty Ltd
(Respondent)

No 1770 of 1997.

BEFORE THE FULL BENCH

HIS HONOUR THE PRESIDENT P J SHARKEY.
CHIEF COMMISSIONER W S COLEMAN.
COMMISSIONER S A CAWLEY.

17 February 1998.

Order.

THIS matter having come on for hearing before the Full Bench on the 17th day of December 1997, and having heard Mr R Clohessy, as agent, on behalf of the appellant and Mr G T Barrett (of Counsel), by leave, on behalf of the respondent, and the Full Bench having reserved its decision on the matter, and reasons for decision being delivered on the 17th day of February 1998 wherein it was found that the appeal should be dismissed, it is this day, the 17th day of February 1998, ordered that appeal No 1770 of 1997 be and is hereby dismissed.

By the Full Bench

(Sgd.) P. J. SHARKEY,

[L.S.]

President.

**FULL BENCH—
Appeals against decision of
Industrial Magistrate—**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

William George Ellis
(Appellant)

and

Pentagon Freight Services Pty Ltd
(Respondent).

No 2309 of 1997.

BEFORE THE FULL BENCH

HIS HONOUR THE PRESIDENT P J SHARKEY
CHIEF COMMISSIONER W S COLEMAN
SENIOR COMMISSIONER G L FIELDING.

26 February 1998.

Order.

This matter having come on for hearing before the Full Bench on the 26th day of February 1998, and having heard Mr R Clohessy, as agent, on behalf of the appellant and Mr M Rennie (of Counsel), by leave, on behalf of the respondent, and the appellant herein having sought leave to discontinue the appeal, it is this day, the 26th day of February 1998, ordered, by consent that appeal No 2309 of 1997 be and is hereby dismissed.

By the Full Bench

(Sgd.) P. J. SHARKEY,

[L.S.]

President.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Australian Liquor, Hospitality and Miscellaneous Workers
Union, Miscellaneous Workers Division, WA Branch
(Appellant)

and

Metro Meat International Limited
(Respondent)

(No 1657 of 1997)

BEFORE THE FULL BENCH

HIS HONOUR THE PRESIDENT P J SHARKEY.
CHIEF COMMISSIONER W S COLEMAN.
COMMISSIONER J F GREGOR.

19 February 1998.

Reasons for Decision.

THE PRESIDENT: This is an appeal against part of the decision of the Industrial Magistrate, sitting in the Industrial Magistrates' Court at Perth, made in Complaint No 228 of 1995. That decision was constituted by an order to pay witnesses expenses to the defendant.

The appeal is brought on the following grounds—

GROUND OF APPEAL

1. The learned Magistrate erred in in(sic) law in exercising his discretion in awarding an order for costs against the complainant in that—

- a) the original decision was delivered on 29 March 1996 and the defendant did not apply for costs immediately after the decision was handed down;
- b) the defendant requested an order for costs against the complainant on 11 April 1996; however, the defendant's representative failed to send the request to the Clerk of the Industrial Magistrates' Court and mistakenly sent it to the Industrial Relations Commission; the union argues that, therefore, there was no formal application for costs from the defendant;
- c) as the defendant made no formal application for costs against the complainant, the orders contained in the original decision of 29 March 1996 became final and the Court became functus officio and had no power to award an order for costs against the complainant on 25 August 1997 (17 months after the original decision was handed down).

2. Alternatively, the learned Magistrate erred in fact and in law in awarding costs for witnesses' expenses because—

- a) witness costs are costs paid to a witness for their (the witnesses') loss of income as a result of having to go to court. It is submitted that the defendant lost the value of its employees services for the day, and that none of the witnesses brought by the defendant lost their income because—
 - i) Mr Salter worked at all relevant times as the defendant's Group Manager (Human Resources) and giving evidence in court was, or should have been regarded as part of his duties of employment for the defendant, and the complainant should not be liable to pay for Mr Salter's performance of his duties as an employee for the defendant;
 - ii) Mr Griffiths worked at all relevant times as the Abattoir Manager of the defendant's operation at Linley Valley, and giving evidence in Court was, or should have been regarded as part of his duties of employment for the defendant, and the complainant should not be liable to pay for Mr Griffiths' performance of his duties as an employee for the defendant.

3. Further, the learned Magistrate erred in fact and in law in awarding costs for the time spent by Mr Darcy as a witness brought by the defendant during the hearing because—

- a) Mr Darcy's employer is the Meat and Allied Trades Federation and not the defendant;

- b) as the Meat and Allied Trades Federation did not apply for costs, no order in respect of Mr Darcy's attendance should have been made;
- c) the defendant did not produce any evidence during the hearing for application for costs (5 August 1997) showing that it was liable to pay for Mr Darcy's salary in any event.

The Full Bench granted an extension of time within which to file and serve the Notice of Appeal and to file and serve Appeal Books.

BACKGROUND

The appellant organisation brought a complaint against the respondent employer alleging that, on the 9 November 1995, the defendant failed to comply with clause 15 of the Cleaners and Caretakers Award, No 12 of 1969, in that a duly accredited official of the union was refused the opportunity to examine the time and wages records of certain employees, during the usual office hours.

The complaint was defended. The complaint was heard on 7 March 1996, evidence being adduced, and submissions having been made on behalf of both parties. On that date, the Industrial Magistrate reserved his decision.

His reserved decision was delivered on 29 March 1996. He dismissed the complaint on that day.

In the course of proceedings on 7 March 1996 (see TFI at page 105), the learned Industrial Magistrate observed that the court had reserved its decision on the basis that his practice was reasons would be published without the need for attendance at court by the parties, but that it was his practice to give liberty to apply for formal orders to be sought "and any other matters that might flow from that". That clearly left it open to the parties to seek other necessary orders.

By letter dated 11 April 1996, Mr J N Uphill, who had appeared as agent at first instance for the defendant, wrote to His Worship, addressed as follows—

"Mr I G Brown
Industrial Magistrate
WA Industrial Relations Commission
18th Floor
11 St Georges Terrace
Perth WA 6000"

The learned Industrial Magistrate did not receive that letter, although it was addressed to him at these premises, where Industrial Magistrates sit, (notwithstanding that it was wrongly addressed to His Worship instead of to his Clerk), and advice to that effect was conveyed by letter to the appellant on 21 July 1997.

The question of costs eventually came before the court on 5 August 1997 (see pages 21-30 of the Appeal Book (hereinafter referred to as "AB")), being brought on at the instance of a new agent for the respondent. Orders for costs were opposed on a number of grounds.

In the end, His Worship made an order for costs in the amount I have referred to above.

FUNCTUS OFFICIO

Mr Rosales-Castaneda submitted that the Industrial Magistrate heard the application for costs when he was *functus officio*. The Industrial Magistrate was not *functus officio* unless he had completed all of the judicial functions in the case before him (see RRIA v AMWSU and Others 70 WAIG 2083 at 2085 per Brinsden J).

In this case, whilst there was a 17 month delay in the question of costs being dealt with, I am not satisfied that, and would not agree with the submission that the learned Industrial Magistrate was *functus officio*. The Industrial Magistrate had specifically made provision for an application for orders as to costs to be made. That application was pursued by the letter to which I have referred, shortly after the Magistrate's Reasons for Decision offered.

However, the letter seeking that the application for costs be heard went astray and there was further delay, it would seem, occasioned by the change in representation. In any event, though, the jurisdiction of the Industrial Magistrate had not been exhausted, in the circumstances of this case, when the application came on for hearing. It is noteworthy that no

application was made to strike the application out for lack of prosecution.

The Industrial Magistrate had not completed all of the judicial functions in the case before him. One function was that of deciding whether there ought to be an order for costs or not. The learned Industrial Magistrate was not, therefore, *functus officio* when he made the order for costs, the subject of this appeal.

There was a further submission based on Garstone v Sullivan [1996] 14 WAR 480 per Heenan J. S.83(2) of the Industrial Relations Act 1979 (as amended)(hereinafter called "the Act") is that provision which gives the power to order costs in proceeding under s.83 in the Industrial Magistrates' Court.

It was submitted that discretionary power to award costs is governed by Regulation 3(1) of the Industrial Relations (Industrial Magistrates' Courts) Regulations 1980, which reads as follows—

"Subject to the Act and to these regulations, proceedings before an industrial magistrate's court and in particular the making of a complaint, the issue of a summons, the summoning of witnesses, the fees to be paid relating to any matter, the taking of evidence, the hearing and determination of a complaint and the costs and allowances to parties and witnesses shall be, with such modifications as circumstances require, those prescribed by the Justices Act, 1902-1979, in respect of proceedings before justices for a simple offence."

We were also taken to s.151, s.152 and s.153 of the Justices Act 1902 (as amended) which read as follows—

"151. In all cases of summary convictions and orders, the justices making the same may, in their discretion, order by the conviction or order that the defendant shall pay to the complainant such costs as to them seem just and reasonable."

"152. When justices, instead of convicting or making an order, dismiss the complaint, they may, by their order of dismissal, order that the complainant shall pay to the defendant such costs as to them seem just and reasonable."

"153. The sum so allowed for the costs shall, in all cases, be specified in the conviction or order or order of dismissal."

In Garstone v Sullivan(op cit), the Magistrate reserved his decision at the end of the defence case, having advised counsel that, in due course, they would be provided with written reasons for decision and that, thereafter, they would be afforded the opportunity of making written submissions as to penalty, if that were appropriate, and costs. The Magistrate ordered that all the complaints be dismissed and that liberty be given to apply in writing on the question of costs.

Heenan J held that the learned Magistrate, having directed that there be liberty to make submissions in writing as to costs, erred in law in that dismissing the complaints instead of deferring the matter until the costs could be specified, in his order for dismissal.

The learned Judge in Garstone v Sullivan(op cit) at page 482 applied the reasons for judgment of Jackson CJ in Bateman v Clarke [1973] WAR 101 where His Honour said—

"There is much in favour of retaining the notion inherent in the 1848 Act, adopted here two years later, that summary proceedings should be entirely completed at the time the decision is given. Unless the Legislature alters the existing terms of the *Justices Act*, the construction which has for more than a century been placed upon corresponding and virtually identical provisions in England should be followed here. I imagine that it is rarely that costs in petty session cannot be specified at once, but where this cannot conveniently be done then the practice to which Lord Goddard referred could conveniently be adopted, namely, to defer the actual conviction or dismissal of the complaint until the costs can be specified and stated in the order."

The Industrial Magistrates' Court is not constituted as a Court of Summary Jurisdiction, except when exercising its prosecution jurisdiction, which is not the case in s.83 applications, which are within the general jurisdiction of the Industrial Magistrates' Court, as defined (see s.81CA(5)).

I would, therefore, hold that *Garstone v Sullivan* (op cit) is not an authority which should bind the Full Bench in this matter, because it is confined to a summary jurisdiction, which the Industrial Magistrates' Court's general jurisdiction is not.

It will be observed that s.83(2) is the statutory provision which empowers the court to make an order for costs upon a s.83 application.

Thus, Regulation 3 of the Industrial Relations (Industrial Magistrates' Courts) Regulations 1980 cannot govern by application of the Justices Act, what s.83(2) prescribes.

I do not think that s.83(2) can properly be read so that an order made under it has to be accompanied simultaneously by an order for costs. To do so would create an absurdity, particularly in a jurisdiction where there is no requirement that a s.83(4) order, that an amount underpaid be made simultaneously with other orders.

The Industrial Magistrates' Court is not a court of summary jurisdiction. S.83(2) provides that the Industrial Magistrate may, on the hearing of an application by order, if the contravention is proved, issue a caution, impose a penalty, or dismiss the application "with or without costs".

In my opinion, the hearing of the application can be properly said not to have been completed until the question of costs has been determined. That was the case at first instance. There is nothing in the section which requires that an order under s.83(2)(a) or (b) not be made until costs are determined.

In any event, even if, despite s.83(2) it might be submitted that, by the operation of regulation 3(1) of the Industrial Magistrates' Courts' Regulations 1980 (as amended), s.151-3 of the Justices Act 1902 (as amended) applied and one should therefore apply the principle in *Garstone v Sullivan* (op cit), then, in my opinion, regulation 3(1) does not apply the provisions of s.151, 152 and 153, nor is the authority of *Garstone v Sullivan* (op cit) applicable.

Regulation 3(1) applies the Justices Act 1902 (as amended), its provisions and prescriptions, with such modifications as circumstances require. In my opinion, circumstances require that a costs order be not necessarily made contemporaneously with an order under s.83(2) or s.82(a) or (b), because the jurisdiction is not a summary jurisdiction and orders are contemplated to be made under s.83(4) as well, which might require, obviously, further submissions and decisions, even after any s.83(2) orders are made.

WITNESSES EXPENSES

Regulation 3(1) prescribes that, subject to modification, the costs and allowances to parties and witnesses shall be those prescribed by the Justices Act 1902 (as amended).

Witnesses expenses are calculable upon the attendances of witnesses at court. The submission that because Mr Salter, Mr Griffiths and Mr Darcy were employees of the respondent, they should not have been paid witnesses' expenses because they did not lose income goes to grounds 2 and 3. Mr Salter, Mr Griffiths and Mr Darcy were all called as witnesses for the respondent in the proceedings at first instance, and were, as witnesses, entitled to an allowance for their attendance. Nothing has been submitted and no authorities were cited which would persuade me that that was an error, or that the exercise of discretion miscarried. In costs matters, an appeal tribunal should only interfere where the discretion appears not to have been exercised at all, or to have been exercised in a manner which is manifestly wrong (see *Australian Coal and Shale Employees' Federation and Another v The Commonwealth and Others* (1953) 94 CLR 621 at pages 628-9). There is no established ground for interference in this case. Grounds 2 and 3 were not made out.

For those reasons, the grounds of appeal not having been made out, I would dismiss the appeal.

CHIEF COMMISSIONER COLEMAN: I have had the benefit of reading the Reasons for Decision of His Honour the President, I agree and have nothing further to add.

COMMISSIONER GREGOR: The grounds of this appeal and the background have been set out by his Honour the President in his Reasons. There is no need for me to repeat them here. The logic of this appeal is set out in Ground 1. It is that at the time of the original Decision on the 29 March 1997 the defendant did not apply for costs immediately after the

Decision was handed down. He did so later on the 11 April 1997 but the defendant's representative failed to send the request to the Clerk of the Industrial Magistrate's Court. It is said that the request was mistakenly sent to the Industrial Commission and therefore there was no formal application for costs. As there was no formal application, the Orders contained in the original Decision became final and the Magistrate became *functus officio* and had no power to award costs against the complainant on the 25 August 1997. On the appellant's own reasoning the appeal must fail if there was a formal application for costs because the question of *functus officio* only arises if there were no such application.

Clearly there was an application for costs. There was a letter addressed to Mr I G Brown, Industrial Magistrate, WA Industrial Relations Commission, 18th floor, 11 St Georges Terrace, Perth. The letter unfortunately was not received by the Industrial Magistrate due to some clerical error, but eventually it was delivered. The matter was brought back on and His Worship made an award of costs. The time delay did not deprive the Magistrate of jurisdiction on the grounds that he was *functus officio* on the authority of *Robe River Iron Associates v Amalgamated Metal Workers and Shipwrights Union and Others* (1990) 70 WAIG 2083. The comments of Brinsden J at page 2085 make that abundantly clear. The Magistrate would have been *functus officio* if he had completed all of his judicial functions. He clearly had not. In his submissions dealing with the first ground Mr Rosales-Castaneda referred to *Garstone v Sullivan* (1996) 14 WAR 480. In my view that submission raised issues which were not contained in the grounds of appeal and no application was made to amend the grounds so that the issue could be canvassed. But even if I am wrong about that his Honour the President has dealt with the argument and I respectfully adopt the conclusion that he has reached in that respect.

Ground 2 of the appeal is predicated on the basis that the witnesses themselves did not lose income because they continued to be paid by their employer as did Mr Darcy who is mentioned in Ground 3. If the appellant was correct in its submission very few witnesses who appear in proceedings before the Commission would be entitled to receive an allowance for their attendance. There was no supporting argument as to why such a principle should be adopted nor was there any authority which would point to an error being made. In my view Grounds 2 and 3 were not made out. Similarly neither was Ground 1. I would dismiss the appeal.

THE PRESIDENT: For those reasons, the appeal is dismissed.

Order accordingly.

APPEARANCES: Mr J Rosales-Castaneda, (of Counsel), by leave, on behalf of the appellant

Mr M Darcy, as agent, on behalf of the respondent

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Australian Liquor, Hospitality and Miscellaneous Workers
Union, Miscellaneous Workers Division, WA Branch
(Appellant)

and

Metro Meat International Limited
(Respondent)

No 1657 of 1997.

BEFORE THE FULL BENCH

HIS HONOUR THE PRESIDENT P J SHARKEY.

CHIEF COMMISSIONER W S COLEMAN.

COMMISSIONER J F GREGOR.

Order.

THIS matter having come on for hearing before the Full Bench on the 18th day of December 1997, and having heard Mr J Rosales-Castaneda (of Counsel), by leave, on behalf of the appellant and Mr M Darcy, as agent, on behalf of the respondent, and the Full Bench having reserved its decision on the matter, and reasons for decision being delivered on the

19th day of February 1998 wherein it was found that the appeal should be dismissed, it is this day, the 19th day of February 1998, ordered that appeal No 1657 of 1997 be and is hereby dismissed.

By the Full Bench

(Sgd.) P. J. SHARKEY,

[L.S.]

President.

Unions—Application for Alteration of Rules—

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

S.62

In the matter of an application by “**The State School Teachers Union of W.A. (Incorporated)**” for alteration of registered rules.

643 of 1997.

ROBIN COLBERT LOVEGROVE
DEPUTY REGISTRAR.

5 February 1998.

Decision.

HAVING read the application, there being no person desiring to be heard in opposition thereto, after consulting with the President, and upon being satisfied that the requirements made thereunder have been complied with, I have this day registered an alteration to Rules 9 to 46 (inclusive) and Appendix—Subscription Rates, of the registered rules of the applicant union in the terms of the application as filed on 3 April 1997.

R. C. LOVEGROVE,
Deputy Registrar.

COMMISSION IN COURT SESSION— Matters dealt with—

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Civil Service Association of Western Australia
Incorporated

and

Minister for Education

The Hon Speaker of the Legislative Assembly & Others
State Government Insurance Commission

The Attorney General, Ministry of Justice & Others

The Governor of Western Australia in Council & Others

Chief Executive Officer, Disability Services Commission
Department for Community Development

The Commission, Public Service Commission

Agriculture Protection Board & Others.

(No. P 34—P42 of 1994)

COMMISSION IN COURT SESSION

COMMISSIONER J F GREGOR.

COMMISSIONER A R BEECH.

COMMISSIONER C B PARKS.

6 March 1998.

Reasons for Decision.

The Civil Service Association of Western Australia Incorporated (the applicant) applied in August 1994 to amend

each of the awards subject to this application to include a new clause which amends the award to incorporate two days leave in lieu of two public service holidays that had been removed by administrative action. The proposed amendment is as follows—

Leave in lieu of repealed public holidays.

- a) *Each officer will be entitled to two days paid leave in lieu of two repealed Public Holidays.*
- b) *One day of leave shall accrue on the first working day after the New Years Public Holiday and one day shall accrue on the day after the Easter Monday Public Holiday.*
- c) *Part-time officers shall accrue the leave if these are days the officer worked or would have normally worked.*
- d) *The taking of this leave must occur during the same calendar year as it falls due and the timing of this shall be by agreement between the employer and the officer.*
- e) *Where this leave is not taken, the officer shall receive payment for these days in the first pay period in the next calendar year.*

According to the applicant the intention of the applications is to amend the various awards to insert a new clause which will provide for two days to be taken in lieu of public service holidays on Easter Tuesday and at New Year. The proposed clause allows for leave to be accrued as follows; one day of leave is to accrue on the first working day after the New Year's public holiday, the other day is to accrue the day after the Easter Monday public holiday. According to the applicant the awards currently allow for public holidays and public service holidays as prescribed by the Public Service Regulations 1988 (the Regulation). Under Regulation 7 there were four public service holidays listed which were the day after New Year, Easter Eve (Easter Saturday), Easter Tuesday and an extra day at Christmas if Christmas falls on Tuesday or Wednesday.

In December 1993 the government announced that the public service holidays for Easter Tuesday and the day after New Years day would be removed. This announcement was communicated to the applicant by way of letter dated 6 December 1993. The letter advised that employees would be entitled to take two days' paid absence in lieu at departmental convenience. The letter also advised that other public service holidays were then being reviewed. On the 20 January 1994 in Circular to Ministers No. 1/94, general advice of the information given to the applicant was published. The Circular stated that days in lieu were to be taken at the ordinary rate of pay in the year that they occurred and not to accrue. This was confirmed in a Circular to Chief Executive Officers No. 5/94 which restated the information contained in the Circular to Ministers No. 1/94. In the Government Gazette of January 28, 1994 Regulation 7 was repealed and was substituted by a new Regulation 7A. The effect of the new Regulation was to remove Easter Tuesday and the day after New Years day as public service holidays. The other two public service holidays remained until Regulation 7A was repealed in the Government Gazette dated 16 September 1994.

The argument on behalf of the applicant can be summarised as follows. Insofar as public interest is concerned it is argued that within the public sector conditions are regulated not only by awards but also through legislation and various administrative instruments. These all form the regulated conditions of employment which are, in the applicant's view, the safety net and ought to be considered as such. It is in the public interest that the awards be practical and reflect the existing conditions which are the safety net conditions that apply to employees. It is not in the public interest for the respondent in these cases to be able to arbitrarily remove existing conditions. By placing these conditions in the award the employees' rights in this respect, are protected. There is no potential for flow on. The community has long recognised that the Public Service has additional public holidays. The employees under the awards currently receive the two days in lieu administratively and have done so since the Circular No. 5/94 issued. Prior to that the two days were recognised formally as public service holidays. There has been a long term acceptance of the public sector having additional holidays and therefore the amendments to the award would not create any

flow on effect in private or public sector areas. If there was an issue of flow on it could have been expected to have risen already when the days were first deemed to be public service holidays. As Exhibits D2–D5 indicate these holidays have been subject to a long history commencing in 1907.

It is argued by Mr Dasey, who appeared for the applicant, that the applications have no adverse implications insofar as the State Wage Principles are concerned. The ability of the parties to implement efficiency initiatives under the enterprise bargaining process will not be diminished. In fact the inclusion of the amendments in the awards will assist the enterprise bargaining process as the amended awards will be a proper safety net and will enable negotiations concerning enterprise specific matters to proceed unfettered. There is no improvement of conditions resulting from the applications because they merely incorporate in to the awards current conditions that apply administratively. Because of this the applications do not provide additional improvements in conditions. This places them firmly inside any of the relevant qualifications under the State Wage Principles and because the applications do not change the existing conditions there are not cost implications.

The significant features of each application were canvassed by Mr Dasey in his submissions. He drew attention in Exhibit D1 to Section 74 of the Public Service Act 1904 which provided that all days which the government may appoint and which shall be notified in the Government Gazette will be public service holidays. From 1904 through to 1907 these holidays were variously referred to in Government Gazettes. For the purpose of these Reasons it is unnecessary to do other than note that the history of the origin of the two days (see Exhibits D2—D5 for detail).

The Commission also heard through the evidence of Ms Joanne Margaret Gaines, an officer of the applicant, that subsequent to the issue of the Circular No. 1/94 the days were traded off in a number of enterprise bargaining agreements made. The reason why the union have not pursued the application which was first lodged in 1994 was that it wished to see the outcome of the enterprise bargaining agreements that it had made before it moved to amend the awards. A minority of the agreements made by the applicant have dispensed with the two holidays in exchange for some other entitlement, generally money. Nevertheless the two holidays are still a relevant entitlement for a large group of the membership of the applicant. It was reasonable to seek to have the entitlement put into the award safety net because for the majority of members the entitlement remains vulnerable to alteration by a simple government decree removing it. The applicant argues that the award is intended to provide a safety net of conditions to underpin enterprise bargaining and that should be of concern to the Commission.

Mr Dasey argued that there was no conflict in the proposition that there would be incongruity between groups of workers if the Commission in Court Session included the entitlements in the awards the subject of these applications when a number of the employees who may otherwise be covered by the terms of those awards are parties to enterprise agreements which themselves contain the entitlements.

It was also argued that the application is flexible enough to allow government business to continue on the days in question. This means if the real intention of the policy change of the government was to ensure that the businesses were open for operation then no violence is done to that intention change by including a provision in the form sought.

Mr Dasey addressed the State Wage Fixing Principles. He reiterated what is recorded previously concerning public interest. Fundamentally the proposition is that the conditions of employment of a large group of employees should not be open to unilateral change by the employer when such conditions can be reasonably included in the award safety net. To do so would be an adjunct to enterprise bargaining and would be in the public interest. An equal bargaining position on all matters requires that the entitlements of employees are included in the award. It was submitted that the applicant had a commitment to the ongoing process of structural reform and implementation of structural efficiency at enterprise level.

In support of the contentions advanced by the applicant the Commission in Court Session was referred to the *Minister for Health v. The Australian, Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western*

Australian Branch (1995) 75 WAIG 2934. Attention was also drawn to the Decision of the Commission in Court Session in *Western Australian Police Union of Workers v. Honourable Minister for Police (1996) 76 WAIG 46*. It was argued this case is very similar in nature to the applications and was good authority for the propositions advanced by the applicant which, it says, ought convince the Commission in Court Session to grant the current applications on the basis that securing existing provisions would assist to establish an award safety net.

The attention of the Commission in Court Session was also drawn to the provisions of section 108D of the Public Sector Management Act 1994 (PSM Act) which provision does not, according to the applicant, preclude the Commission from dealing with the current application notwithstanding that maybe a power by which the government can prescribe public service holidays. Even though that power is contained in the PSM Act there is nothing in the Act that prevents matters such as public service holidays from being included in an award. In other words the mere fact that the PSM Act invests the power to declare holidays in the Governor does not exclude the Commission from jurisdiction in the applications before it.

The Commission in Court Session was assisted by submissions from Mr Williams who appeared on behalf of the Chamber of Commerce and Industry of Western Australia (CCI). He told the Commission that general concern of the CCI goes to the fact that the application seeks to include in an award a condition of employment which is currently outside of it. The Commission in Court Session should be very cautious about allowing the application. The issue raised by the application is the Commission's approach generally to over award benefits. The role of awards as a safety net gives rise to the question of the role of the State Wage Principles in that context. Mr Williams said that the various ingredients for a contract of service of an employee is found in many places. One common one is an over award payment. Historically it has been the policy of the Commission not to regulate over award payments or seek to do so. In particular a Full Bench of the Australian Industrial Relations Commission in the *Comalco Aluminium Limited Case (Print L7449)* dealt with an application by unions for an interim award which amongst other things would incorporate rates of pay that were comparable to those which have been offered under individual contracts. The reasoning of the Full Bench in that matter is relevant here. Suffice to say the Full Bench declined to include the provisions into the award. According to Mr Williams, the same policy has been adopted in this Commission. The State Wage Principles in section 3, The Role of Arbitration in the Award System, set out the basic rules for arbitrating on matters such as the one before the Commission in Court Session. The Commission in Court Session is obliged to apply those provisions in dealing with this matter. According to Mr Williams the term safety net refers to wages and conditions prescribed in particular awards, that is the award safety net. Mr Williams argued that the application is trying to use the words 'safety net' to extend to terms outside the awards and take up component parts of a contract of employment to give rise to total remuneration which traditionally has not been the subject of awards or Orders of the Commission. The long standing nature of non award entitlements is not uncommon in many industries. A matter of public interest therefore arises so there ought to be the general caution when embarking upon regulation of areas outside the award by including those conditions in awards themselves. Finally, Mr Williams suggested to the Commission in Court Session that the entitlement to the days of leave which are the subject of this application has been one the subject of regulation at the behest of the government over a long period of time. There were many opportunities available for the applicant to try and incorporate these provisions in the awards over 70 or 80 years but it has not done so.

In his submissions Mr Hooker, of Counsel, told the Commission that under the now repealed Public Service Act, 1978 entitlements were created to public service holidays as prescribed in the regulations to that Act. Regulation 7 prior to its repeal in January 1998 provided that the Thursday following New Year's Day (subject to certain the qualifications) and Easter Tuesday were public service holidays. Regulation 7A enacted in 1994 continued to provide for public service holidays only in respect to Easter Saturday and the next day surrounding Christmas Day in certain circumstances. The ac-

tual declaration of the creation of a public holiday is a prerogative of government, so argues Mr Hooker, specifically the declaration and creation of a Public Service holiday is the prerogative of government by utilisation of its power pursuant to section 108(1)(d) of the PSM Act. In that circumstance the Commission's role is confined to determining when an existing public holiday may be observed as a holiday and to determine the rates of pay in respect of that observance. Section 108(1)(d) of the PSM Act cannot be construed so as to authorise regulations that give an entitlement of two floating days of leave which are linked to former public service holidays. Rather it empowers the prescription of a specified day or days to be public service holidays. Further emphasis is given to this proposition, according to Mr Hooker, by the fact that the *Interpretation Act 1984* refers to the notion of public service holidays in a manner that is inconsistent with anything but a fixed day. Primary legislation in Western Australia enacts that there are 10 public holidays. This is contained in the schedule in the *Minimum Conditions of Employment Act 1993* and the *Public and Bank Holidays Act 1992*.

In *Re Pulp and Paper Industry (Maintenance and Service) Agreement 1973* and other Awards (*Print 4534*) the Full Bench of the Australian Industrial Relations Commission has acknowledged that the declaration of public service holidays by whatever legal instrument is the prerogative of government. The actual declaration by a Commission of certain days as public holidays would constitute a usurpation of the prerogative of government. One can not escape that the genesis of the proposed amendments to the awards is two former public service holidays. The application is fundamentally misconceived because it seeks relief that the Commission has no power to grant.

Mr Hooker dealt with the role of the State Wage Fixing Principles. He offered a different view of the definition of safety net to that advanced by Mr Dasey. Mr Hooker suggested existing wages and conditions in the relevant award are the safety net. In this respect he supported the arguments from Mr Williams. What a safety net ought do, according to the *Safety Net Wages Review (1997) 71 IR 1*, was to adequately protect employees who, for whatever reason, had been unable to reach an agreement with their employer and who need encouragement to make agreements in the workplace. Mr Hooker drew support from previous landmark cases in this jurisdiction for instance the *Royal Show Holiday Case [Western Australian Shop Assistants and Warehouse Employees Industrial Union of Workers v. Boans Limited (1975) 55 WAIG 1744]* in which it was held that the awards of this Commission generally provide 10 days of holidays apart from annual leave and the ability to arrange substitution. The Commission was not prepared to allow for greater than 10 days holiday. This decision is a landmark and must be taken as representing the industry standard.

He submitted that there is no standard that has been identified in either this jurisdiction or any other for public service holidays. The Australian Industrial Relations Commission in *Re Pulp and Paper Industry (Maintenance and Service) Agreement 1973*, *supra* rejected the proposition that extra public holidays above the safety net should be enforced by the Commission. That is, the commitment was to the safety net and not to the status quo. Mr Hooker argued that the evidence from the respondents must lead to the conclusion that a number of the applicant's members have reached agreements at enterprise level that have foregone the two days leave for various considerations. The enterprise bargaining process led to the two parties ultimately reaching an agreed outcome about those considerations. To now grant the applications would constitute a desertion of the central feature of contemporary industrial relations, that is the focus on enterprise level bargaining where the parties take responsibility for their own affairs. To award the amendments would send confused signals to all concerned. If the amendments were made they would be inconsistent with the State Wage Principles and it would be an improper exercise of the Commission's jurisdiction. The Decision of the Commission in *Western Australian Police Union of Workers v. Minister for Police (1995) 76 WAIG 46* can be distinguished because the nature of the engagement of police officers bears no parallel at all to the current circumstances and that the applicant there sought a qualitative change in award conditions where as the present applications merely seek a quantitative increase by reliance on the status quo.

In the summary to his submissions Mr Hooker argued that nothing of substance or cogency had been put to justify the award recognition of separate treatment for public sector employees. The case is void of evidence or analysis regarding any alleged uniqueness of the public sector or the type and character of work or the intrinsic value of leisure time or any celebratory significance that could be attached to either of the holidays which would lead to the conclusion that there ought be a departure from the general principles of wage fixing. But if the application were granted there would be grounds for concern that it would be detrimental to the public interest because it would mean there was differential treatment in the public sector. It also might damage the policy concerning public sector holidays and the role that is played in enterprise bargaining. Finally, there has been a considerable day in referral of the application for hearing which must give rise to concern about the seriousness of the application.

We have carefully considered all of the arguments put to us. The prescription of 10 public holidays in the awards of the Commission followed the standardising of holidays and annual leave provisions by the Court of Arbitration by way of a general enquiry in 1946 (26 WAIG 355). Those provisions have been reviewed from time to time but have remained as a standard of the Commission. The applications before us seek to insert two additional holidays. The origin of the two days is clearly attachable to public service. The exhibits presented to the Commission in Court Session show that in various ways these holidays were granted and the grant renewed from time to time at the prerogative of the government. During the whole of the period of the time that these days have been available to members of the public service the union has not sought to include them in its award. To that extent the argument of Mr Williams concerning the attachments to the contract of service and the various sources of contractual rights is relevant. In comparison with the community generally, the availability of these two days to members of the public service could be seen in the same category as an over award payment. What is sought to be done here is to incorporate those additional entitlements into the awards even though the applicant has been involved in enterprise bargaining with the various respondents, which has included the trading off of the two days in consideration for entering into agreements which have produced wage increases and other benefits.

If we were to grant this claim we would be rejecting authoritative decisions made by Full Benches of the Australian Industrial Relations Commission, such as in the decision of the Full Bench in *Re Pulp and Paper Industry (Maintenance and Service) Agreement 1973*, *supra* where the Bench specifically declined to do what we are asked here to do. In our view there is little comfort arising for the applicants in the decision of this Commission in the *Western Australian Police Union of Workers v. Minister for Police*, *supra*. That case is constructed around the uniqueness of the nature of engagement of police officers but nothing was put to us here which would allow us to conclude that employees of the subject of these awards are in the same position as police officers. Ultimately we come back to the standard 10 public holidays established by previous decisions of the Commission, which is consistent with the public holiday provisions of the *Minimum Conditions of Employment Act 1993*. We have not been persuaded that the circumstances of this case warrant a departure from that standard.

We acknowledge the evidence before us that the two additional holidays sought to be prescribed have been traded off in a number of enterprise bargaining agreements. We acknowledge that conditions of employment such as these two additional holidays have a value for the purposes of enterprise bargaining. It should not be thought, therefore, that because they are prescribed by government prerogative they may simply be abolished without recognition of their historical place in the contract of service of public sector employees.

If the applicants had come to the Commission with evidence that the two holidays had been excluded as negotiable items in the process of negotiating various agreements, it may have led the Commission in Court Session to consider whether there was a special circumstance in this case which might require it to depart from the established award standard concerning public holidays. That has not happened, in fact the applicant has been able to use the holidays as a bargaining tool. There is nothing

to say that in the future it may not continue to be able to do so. These two days are not part of the award safety net. We do not intend to make them so and we will dismiss the application.

Appearances: Mr J Dasey appeared on behalf of the applicant and intervened on behalf of the Trades and Labor Council of Western Australia.

Mr R Hooker, of Counsel, appeared on behalf of the respondents.

Mr Williams intervened on behalf of the Chamber of Commerce and Industry of Western Australia (Inc.).

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Civil Service Association of Western Australia
Incorporated

and

Minister for Education

The Hon Speaker of the Legislative Assembly & Others
State Government Insurance Commission

The Attorney General, Ministry of Justice & Others
The Governor of Western Australia in Council & Others
Chief Executive Office, Disability Services Commission

Department for Community Development
The Commission, Public Service Commission
Agriculture Protection Board & Others.

(No. P 34—P42 of 1994)

COMMISSION IN COURT SESSION

COMMISSIONER J F GREGOR.
COMMISSIONER A R BEECH.
COMMISSIONER C B PARKS.

6 March 1998.

Order.

Having heard Mr J Dasey on behalf of the applicant and intervening on behalf of the Trades and Labor Council of Western Australia and Mr R Hooker, of Counsel, on behalf of the respondents and Mr Williams intervening on behalf of the Chamber of Commerce and Industry of Western Australia, the Commission pursuant to the powers vested in it under the Industrial Relations Act, 1979 hereby orders—

THAT the applications be and are hereby dismissed.

[L.S.] (Sgd.) J. F. GREGOR,
Commissioner.

**PRESIDENT—
Matters dealt with—**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

J & R Sacca Poultry
(Applicants)

and

Carl Pearson
(Respondent).

No 232 of 1998.

BEFORE HIS HONOUR THE PRESIDENT
P J SHARKEY.

5th March 1998.

Reasons for Decision.

THE PRESIDENT: This is an application by the applicants, which is entitled "J & R Sacca Poultry". According to the order of the Commission at first instance, J & R Sacca Poultry is a business carried on in partnership by J & R Sacca.

The application is made under s.49(11) of the Industrial Relations Act 1979 (as amended)(hereinafter called "the Act").

The application is for a stay of an order of the Commission made on 20 January 1998, in matter No 1545 of 1997, pending the hearing and determination of an appeal to the Full Bench against that order.

The appeal, No 206 of 1998, I am satisfied, has been duly instituted. I am also satisfied that the applicants have sufficient interest, having been a party to the proceedings at first instance, to make and pursue this application.

The decision sought to be stayed is, an order made on 20 January 1998, that "the partnership of J & R Sacca" pay to Carl Pearson \$344 within 21 days of the date of the order.

I ascertained in discussion in open court with the agent for the applicants and with the respondent, that I had, in fact, probably acted for the persons known as J & R Sacca referred to in the order sought to be stayed, when I was in practice as a barrister and solicitor, approximately 30 years ago.

Mr Clarke, who appeared for the applicants and Mr Pearson, the abovenamed respondent, who appeared in person, had no objection to my continuing to sit. In any event, even if an objection in bias were taken, the President would be bound to sit pursuant to the doctrine of necessity, unless there would be positive and substantial injustice thereby occasioned in the hearing and determination of the application (see Carter and Drake and Others v Carter and Drake and Others 72 WAIG 735 at 745-746).

Whilst there were certain particulars to the application filed herein, they were somewhat superseded by the submissions made on behalf of the applicants.

The submission was that there was a serious issue to be tried because there was a question of lack of jurisdiction in the Commission to hear and determine the application, at first instance.

In addition, it was submitted that the amount of \$340 would be difficult to recover or at least be not easy to recover, as I understood the submission, and that the balance of convenience therefore lay with the applicants.

From the bar table, the respondent in person submitted that he opposed the application, asserted that he was employed at a gross rate of \$500 per week (although he had been unemployed some weeks ago), and submitted further that he would not be paid, in any event, by the applicants if they had anything to do with it.

The claim dated from August 1997 when the application, at first instance, was filed by Mr Pearson, the abovenamed respondent. The application was heard on 1 December 1997 and the final order made on 20 January 1998.

It is now almost seven months after the application was filed.

The law relating to applications for a stay is well settled in this Commission. It is for the applicants to establish that the balance of convenience lies with them and not with the respondent. It is for the applicants to establish that there is a serious issue to be tried.

In the consideration of any such application, there must be considered the principle that a successful litigant is entitled to the fruits of his or her "judgment".

In this case, the submissions put to me did not persuade me that there was a serious issue to be tried. The submissions canvassed the point that there was no jurisdiction in the Commission, at first instance, but it was not clear to me why this was submitted to be so.

Further, I was not persuaded by any evidence or any submissions on behalf of the applicants that the sum of \$340 which is, after all, a small sum, could not be recovered by the applicants in the event that the applicants succeeded upon their appeal.

As I have said above, it is seven months since the application was made, and I can see no reason, on the submissions put to me, why the respondent in this application, Mr Pearson, should be any longer deprived of the fruits of his judgment.

The balance of convenience, for those reasons, as I was satisfied lay with Mr Pearson. I will dismiss the application.

Order accordingly

Appearances: Mr D Clarke, as agent, on behalf of the applicants

Mr C Pearson on his own behalf as respondent.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

J & R Sacca Poultry
(Applicants)

and

Carl Pearson
(Respondent)

No 232 of 1998.

BEFORE HIS HONOUR THE PRESIDENT
P J SHARKEY.

5 March 1998.

Order.

This matter having come on for hearing before me on the 5th day of March 1998, and having heard Mr D Clarke, as agent, on behalf of the applicants, conditional upon the filing of a warrant within twenty-four hours, and Mr C Pearson on his own behalf as respondent, and having reserved my decision and reasons for decision being delivered on the 5th day of March 1998, wherein it was found that the application should be dismissed, it is this day, the 5th day of March 1998, ordered that application No 232 of 1998 be and is hereby dismissed.

(Sgd.) P. J. SHARKEY,

[L.S.]

President.

AWARDS/AGREEMENTS— Application for—

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Automotive, Food, Metals, Engineering, Printing and
Kindred Industries Union of Workers—Western Australian
Branch

and

Air Drill.

No. AG 22 of 1998.

Air Drill Enterprise Agreement 1998.

5 March 1998.

Order.

HAVING heard Mr G.C. Sturman as agent for the Applicant and Mr R.E. King on behalf of Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties in the terms of the following schedule and lodged in the Commission on the 12th day of February, 1998 entitled Air Drill Enterprise Agreement 1998 be registered as an industrial agreement to replace Air Drill Enterprise Agreement 1997, No. AG 22 of 1997.

(Sgd.) G. L. FIELDING,

[L.S.]

Senior Commissioner.

1.—TITLE

This Agreement shall be known as the Air Drill Enterprise Agreement 1998.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Application and Incidence of Agreement
4. Parties Bound
5. Date and Period of Operation
6. Relationship to Parent Award
7. Objectives
8. Continuous Improvement
9. Training
10. Dispute Settlement Procedure
11. Wages
12. No Extra Claims
13. Journey Cover
14. Workplace Agreements
15. Trade Union Training,
Signatories to Agreement.

3.—APPLICATION AND INCIDENCE OF AGREEMENT

This Agreement shall apply at the establishment of Air Drill, 27 Jackson Street, Bayswater, Western Australia and the employees of Air Drill to whom the Award Metal Trades (General) Award No. 13 of 1965 applies. Approximately 20 employees are covered by this Agreement.

4.—PARTIES BOUND

- (1) Air Drill,
27 Jackson Street,
Bayswater. W.A. 6053.
- (2) The Automotive, Food, Metal, Engineering, Printing and Kindred Industries Union of Workers—
Western Australian Branch (AMWU),
1111 Hay Street,
West Perth. W.A. 6005.

5.—DATE AND PERIOD OF OPERATION

(1) This Agreement shall operate from the first pay period to commence on or after 1st January 1998 and remain in force until 31st December 1998. Two months prior to its expiry, the parties shall meet to negotiate a new Agreement.

(2) In the event of a replacement Agreement not being negotiated, this Agreement shall remain in force in accordance with the provisions of the Western Australian Industrial Relations Act 1979.

6.—RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with the Metal Trades (General) Award No. 13 of 1965, provided that where there is any inconsistency between the two documents, this Agreement shall prevail.

7.—OBJECTIVES

(1) The parties agree, with consultation as well as the improved quality of employment and productivity, the competitive position of the Company and its long-term growth will be gained.

(2) Short Term Objectives—

- (a) To increase productivity and efficiency.
- (b) A commitment to continuous improvement.
- (c) To increase awareness and responsibility to quality.
- (d) To be responsive to the needs of employees.

(3) Long Term Objectives—

- (a) To enhance the culture and attitudes of all employees, thus creating a sense of 'belonging' to the Company.
- (b) To increase the skill levels of all employees, thereby enabling them to utilise opportunities for career paths.
- (c) To increase competitiveness.
- (d) To improve job satisfaction.

8.—CONTINUOUS IMPROVEMENT

The parties to this Agreement are committed to becoming actively involved in the continuous improvement process.

9.—TRAINING

(1) The parties to this Agreement accept that in order to meet changes in technology, equipment and work patterns, a training policy must be adopted by consultation.

(2) Such a policy could comprise, but not be limited to, courses offered being accredited and conducted during normal working hours, wherever possible.

(3) By mutual agreement with the apprentice concerned, training may occur outside of ordinary hours on one occasion.

(5) It is agreed that rates payable to apprentices shall not be reduced during the term of this Agreement.

10.—DISPUTE SETTLEMENT PROCEDURE

In the event of a question, difficulty or dispute, the matter shall be dealt with in accordance with the provisions of Clause 34.—Avoidance of Industrial Disputes contained in the Metal Trades (General) Award 1966 No. 13 of 1965.

11.—WAGES

The following rates shall apply—

| (1) Classification | Rate per Hour | Weekly Rate |
|--------------------|---------------|-------------|
| C 10 | \$16.25 | \$617.50 |
| C 12 | \$14.18 | \$538.90 |
| C 13 | \$13.42 | \$509.90 |

(2) Service Pay—

In addition to the rates referred to in subclause (1) hereof, employees shall receive the following service pay for all purposes of the Award—

| After Service of— | Per Week \$ |
|-------------------|----------------|
| One year | 5.00 |
| Two years | 10.00 |
| Three years | 15.00 |
| Four years | 20.00 |
| Five years | 25.00 |

(3) Attendance Bonus—

- (a) An additional \$10.00 per week shall be paid to each employee by way of an attendance bonus.
- (b) This allowance will not be paid in any week where an employee has not attended work for two hours or more and shall not be paid to employees while they are on annual leave.

12.—NO EXTRA CLAIMS

Claims for further wage increases shall not be made during the life of this Agreement.

13.—JOURNEY COVER

The employer will provide employees with journey insurance cover for lost wages in the event of an accident while travelling to and from work and shall include death and disability cover up to \$100,000 in accordance with the terms and conditions of the Company Insurance Policy No. 05PD.002689.

14.—WORKPLACE AGREEMENTS

It is agreed that for the life of this Agreement workplace agreements or individual contracts of any kind shall not be offered to new or existing employees.

15.—TRADE UNION TRAINING

(1) Union shop stewards shall be allowed up to three days of paid leave per annum to attend trade union training courses conducted or approved by Trade Union Training Australia Inc. or the Australian Manufacturing Workers, Union.

(2) In the event that further training time is required by shop stewards, the Company will consider such requests on a case-by-case basis.

SIGNATORIES TO AGREEMENT

Signed for and on behalf of Air Drill

Ralph King
.....
11/2/98.

For and on behalf of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers—Western Australian Branch

J. Sharp-Collett

.....
Common Seal

10/02/98.

AKA STAGE & SEATING INDUSTRIAL AGREEMENT.

No. AG 325 of 1997.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Western Australian Builders' Labourers, Painters & Plasterers Union of Workers

and

AKA Pty Ltd as Trustee for the M & J Trust T/A AKA Stage and Seating.

No. AG 325 of 1997.

AKA Stage & Seating Industrial Agreement.

COMMISSIONER P E SCOTT.

10 February 1998.

Order.

HAVING heard Ms J Harrison and on behalf of the Applicant and Mr G Blyth on behalf of the respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the AKA Stage & Seating Industrial Agreement in the terms of the following schedule be registered on the 29th day of January 1998.

(Sgd.) P. E. SCOTT,
Commissioner.

[L.S.]

Schedule.

1.—TITLE

This Agreement will be known as the AKA Stage & Seating Industrial Agreement.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Area and Parties Bound
4. Application
5. Duration
6. Dispute Settlement Procedure
7. Single Enterprise
8. Wages and Allowances
9. Clothing and Footwear
10. Hours of Work and Penalty Rates
11. Distribution of Work
12. Bereavement leave
13. Payment of Wages
14. Signatures

3.—AREA AND PARTIES BOUND

This is an agreement between the Western Australian Builders' Labourers, Painters & Plasterers Union of Workers (hereinafter referred to as the "Union") and AKA Pty Ltd (ACN 009 036 515) as Trustee for the M & J Trust trading as AKA Stage & Seating (hereinafter referred to as the "Company") in the State of Western Australia.

4.—APPLICATION

This Agreement shall be binding on the Company, the Union, its officers and members, and any person eligible to be a member of the Union employed as a casual employee by the

Company on the erection of seating, tents and staging providing that this agreement shall not apply to employees engaged solely for the erection of marquees. There are approximately 18 employees covered by this Agreement.

5.—DURATION

This Agreement shall commence from the first pay period on or after the date of signing and shall continue in effect for twelve months. The parties agree to commence discussions on a new industrial agreement within three months of the expiry of this Agreement.

6.—DISPUTE SETTLEMENT PROCEDURE

In relation to any questions, disputes or difficulties arising out of the operation of this Agreement the dispute settlement procedure that shall apply shall be as follows—

- (a) In the first instance, the employee and the Company representative shall discuss the matter and shall endeavour to resolve the issue.
- (b) If the matter is not resolved at this stage, the employee and Company management shall discuss the matter and shall endeavour to resolve the issue.
- (c) If the matter is not resolved at this stage, the party initiating the issue shall set out in clear terms in writing the nature of the issue and the remedy/answer sought. The other party shall respond in writing as soon as practicable (ordinarily within 24 hours).
- (d) If the matter is still unresolved, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) At any stage after (b) the employee may directly involve the Union to assist in the resolution of the dispute.

7.—SINGLE ENTERPRISE

It is agreed that this Agreement applies in respect of a single enterprise as defined in Clause 41A(2) of the WA Industrial Relations Act 1979, as amended (The “Act”).

8.—WAGES AND ALLOWANCES

Wage rates that shall apply to employees employed under this Agreement shall be as follows—

- (a) For work under a Company contract that is at least \$60,000:00 in value the rates are—
 - * \$16:44 per hour during ordinary time
 - * \$22:65 per hour for time and a half
 - * \$28:85 per hour for double time
- (b) For work under a Company contract that is less than \$60,000:00 the rates are—
 - * \$14:89 per hour during ordinary time
 - * \$21:09 per hour for time and a half
 - * \$25:30 per hour for double time

Leading Hand allowance will be paid to employees employed under this Agreement as follows—

- (a) * In charge of 1 employee = \$10:80 per week
 - * In charge of 2 to 5 employees = \$24:00 per week
 - * In charge of 6 to 10 employees = \$30:60 per week
 - * In charge of more than 10 employees = \$40:70 per week
- (b) There shall be at least one employee in receipt of leading hand allowance on any site where there is more than one employee at work.

9.—CLOTHING AND FOOTWEAR

The following items will be supplied to each employee by the Company, upon the completion of thirteen working weeks—

- (a) 1 pair safety boots, and will be replaced on a fair wear and tear basis.
- (b) 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- (c) Wide brimmed hats or a fitted wide brim for a hat, and will be replaced on a fair wear and tear basis.

In addition, the Company will provide the following items to each employee employed under this Agreement—

- (a) One pair of riggers gloves, and will be replaced on a fair wear and tear basis.
- (b) Sun screen lotion and water bottles supplied on a needs basis.

10.—HOURS OF WORK AND PENALTY RATES

(a) Normal hours for employees employed under this Agreement shall be as follows—

“ordinary hours” shall be thirty-eight per week Monday to Friday inclusive, for no more an eight hours per day, between the hours of 6:00a.m. and 6:00p.m.. Any work performed beyond thirty eight hours shall be paid at over-time rates.

(b) Overtime shall be paid in the following way—

“Time and a half” shall be paid for the first two hours after ordinary hours or for the first two hours on a Saturday before 12 midday.

“Double time” shall be paid for all other time worked.

(c) An employee required to attend for work will be paid for a minimum four hours at the appropriate rate, even if they are not required to work for four hours.

(d) The Company shall give a minimum eight hours notice of termination, or eight hours pay in lieu of notice.

(e) There shall be allowed, without deduction of pay, a rest period of ten minutes between 9:00a.m. and 11:00a.m..

(f) There shall be a cessation of work and working time for the purpose of a meal on each day, of not less than thirty minutes, to be taken between 12 midday and 1:00p.m..

(g) All work performed on a public holiday as prescribed by the Minimum Conditions of Employment Act 1993 shall be paid at double time.

11.—DISTRIBUTION OF WORK

The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be offered work or retrenched (whatever is the case), bearing in mind two important principles.

The first and most important principle is that of “first on last off”, subject to the caveat of all things being equal.

The second principle is the need to offer reasonable work opportunities to all employees.

The parties agree that employees engaged on projects will be offered work (including the allocation of overtime) in line with the principle of “first on last off”, but that work on each project will be shared equally amongst those employees engaged on that project.

12.—BEREAVEMENT LEAVE

Employees shall be entitled to bereavement leave of up to two days without loss of ordinary earnings, on the death of a spouse, child (including step-child), parent (including step-parent) or any other person who, immediately prior to their death, lived with the employee as part of a family unit.

Payment for leave shall be subject to the employee providing reasonable proof of the death and the relationship of the deceased to the employee.

13.—PAYMENT OF WAGES

(a) All wages and allowances shall be paid at least every fortnight by cash or electronic funds transfer into a bank, building society or credit union account nominated by the employee.

(b) On termination of employment all monies due to the employee shall be paid at the time of termination, or where this is not possible, the Company shall within two working days send monies due by registered post to the employee provided that if the monies are not posted within that time then time spent waiting beyond the two working days shall be paid for at ordinary rates, such payment to be at the rate of eight hours per day up to a weeks pay when the right to waiting time shall terminate.

14.—SIGNATURES

Signed for an on behalf of—

The Union

Common Seal

.....*signed*.....

Date: 19.11.97

The Company

Common Seal

.....*signed*.....

Date: 19.11.97

**AMATEK LIMITED—QUARRIES, KEWDALE
(ENTERPRISE BARGAINING) AGREEMENT 1997.**

No. AG 344 of 1997.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Amatek Pty Ltd

and

The Construction, Mining, Energy, Timberyards, Sawmills
and Woodworkers Union of Australia—Western Australian
Branch.

No. AG 344 of 1997.

Amatek Limited—Quarries, Kewdale (Enterprise
Bargaining) Agreement 1997.

COMMISSIONER P E SCOTT.

3 March 1998.

Order.

HAVING heard Mr P Cook and with him Ms A Young on behalf of the Applicant and Mr G Giffard on behalf of the Respondent and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Amatek Limited—Quarries, Kewdale (Enterprise Bargaining) Agreement 1997 in the terms of the following schedule be registered on the 11th day of February 1998.

(Sgd.) P. E. SCOTT,
Commissioner.

[L.S.]

Schedule.

**AMATEK LIMITED—QUARRIES, KEWDALE
(ENTERPRISE BARGAINING) AGREEMENT 1997**

1.—TITLE

This Agreement will be known as the Amatek Limited—Quarries, Kewdale (Enterprise Bargaining) Agreement 1997.

2.—ARRANGEMENT

- 1 Title
- 2 Arrangement
- 3 Areas and Parties Bound
- 4 Application
- 5 Duration
- 6 Relationship to the Parent Award
- 7 Single Enterprise
- 8 Objectives of the Agreement
- 9 Specific Measures
- 10 Wage Rates
- 11 Maintenance of the Agreement
- 12 Dispute Settlement Procedure
- 13 No Extra Claims
- 14 Precedent Prohibited
- 15 Renewal of Agreement
- 16 Signatories

3.—AREAS AND PARTIES BOUND

This is an Agreement made between The Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch (hereinafter referred to as the “Union” and Amatek Ltd KEWDALE (hereinafter referred to as the “Company” in the State of Western Australia.

4.—APPLICATION

This Agreement shall be binding upon the Company, the union, and any person eligible to be a member of the union employed by the Company on work covered by the terms of the Engine Drivers (Quarries, Sandpits and Limestone Quarries) Agreement 1991. There are approximately seventeen (17) employees covered by this Agreement. The scope of work covered by this Agreement applies to all work performed in or in conjunction with quarry operations at the Company’s quarry sites.

5.—DURATION

This Agreement shall commence from the first pay period on or after the date of signing and shall continue in effect until 1st October, 1999 provided that the wage rates specified on Clause 12 of this Agreement shall operate from the date specified therein.

6.—RELATIONSHIP TO THE PARENT AWARD

This Agreement shall be read wholly in conjunction with the Engine Drivers (Quarries, Sandpits and Limestone Quarries) Agreement 1991. Provided that where there is any inconsistency between this Agreement and the Engine Drivers (Quarries, Sandpits, and Limestone Quarries) Agreement 1991, this Agreement shall prevail to the extent of the inconsistency.

7.—SINGLE ENTERPRISE

It is agreed this Agreement applies in respect of a single enterprise as defined in Clause 41 (A)(2) of the *Western Australian Industrial Relations Act 1979* as amended (hereinafter referred to as the “Act”).

8.—OBJECTIVES OF THE AGREEMENT

This Agreement is intended to aid and encourage the implementation of changes in work practices and the way in which work is organised, through the following processes—

- The development of a common culture and shared vision.
- The development of flexibility in daily work patterns and practices.
- Commitment to high standards of Occupational Health and Safety.
- The adoption of a Continuous Improvement Process (CIP) which seeks to involve employees in problem solving and developing improvements on work methods and practices.
- The establishment of a set of performance measures which provide a reliable indicator of the effect of the CIP on overall business results.
- The supply of products and services on a timely and cost effective base.
- Commitment to the appropriate level of quality on all processes & procedures.

The parties recognise that the achievement of many of the changes contained in this overall plan may require further investment by the company in training and development programs for employees.

9.—SPECIFIC MEASURES TO IMPROVE FLEXIBILITY

This Agreement is based on the implementation of change in three main areas, They are:—

(a) **LOADER AND WEIGH BRIDGE WORK PRACTICES**

Specific changes in work practices designed to improve the flexibility of the operations will be introduced. They are—

- (1) All operators will assist the installation and operation of computerised weighbridge

systems, computerised production reporting systems and Loadrite weighers or other new equipment after suitable training, by applying the necessary operating skills for the unit, should they be installed at their operation.

- (2) Any time paid for training and/or productivity improvement meetings will not attract over-time penalty rates.
- (3) Work skills assessment generally in accordance with the M.N.I.T.A.B National Competency Standards shall be introduced over the duration of this Agreement through a consultative process.
- (4) Quarry employees will continue the existing practice of interrupting meal breaks, as required, for the purpose of avoiding delays in loading trucks.

(b) **FLEXIBILITY WITH TRUCK DRIVERS**

Provided licence, safety and competence requirements are satisfied, truck drivers, if requested by management may load trucks. Such operations are not intended, and will not be used as a general replacement for existing loader personnel, but as an assistance to operations.

(c) **PERFORMANCE MEASURES**

The parties undertake to establish a set of performance measures and benchmarks related to key aspects of the business which can be influenced by the operators. The measures shall be used to assist the achievement of improved operating costs, and future wage increase.

The following table sets out the agreed performance measures. If more appropriate measures are agreed during the process they will be added or substituted, as required.

| Performance Measure | Measurement Method |
|----------------------------|------------------------------------|
| Tonnage Accuracy | Stock measured/booked production |
| Production Effectiveness | Tonnes per hr/screen rating |
| Screen fuel/tonne | Tonnes per litre fuel |
| Loader fuel/hour | Litres/machine hours |
| Effective tonnes moved | Tonnes/loader hours |
| Tyre Cost | Tyres replaced/total fleet numbers |
| Quality | Maintain testing frequencies |
| Absenteeism | Absentee hours/total hours |

STAGE I

The initial performance targets for this EBA will be established over a three (3) month period; once the Agreement is in force. The information collected from March 1997 onwards only, will be used. The performance targets will be initially established for each individual machine. That information will be then totalled to form an overall target for the operation (This is instead of averaging which was the method used in the previous Agreement). It is not expected that the performance targets will be lower than those achieved during the period of the last EBA. Those measures asterixed are of priority concern to the consultative committee.

STAGE II

By December 31st, 1997 the parties will have reviewed the original targets and agreed to new and improved performance targets based on the above measures, or other more applicable measures.

STAGE III

By April 30th, 1998 the new performance measures established under Stage II will be achieved from at least 70% of the above measures for a period of at least 2 months.

10.—WAGE RATES

The rates of pay shall be as follows—

| Classification | Amount Effective 1/10/97— Stage I | Amount Effective 1/1/98— Stage II | Amount Effective 1/5/98— Stage III |
|-----------------------|--|--|---|
| Level 1 | \$453.62 | \$426.69 | \$471.94 |
| Level 2 | \$470.36 | \$479.77 | \$489.36 |
| Level 3 | \$481.02 | \$490.64 | \$500.45 |

These rates do not include the "Quarry Work Allowance" which is payable at \$17.00 per week.

11.—MAINTENANCE OF THE AGREEMENT

A consultative committee shall continue to operate with the objective of assisting the achievement of the objectives of this Agreement.

The committee will comprise at least three (3) employee representatives including the union delegate and the manager or his/her nominee.

12. In relation to any questions, disputes or difficulties arising out of the operation of this Agreement the dispute settlement procedure that shall apply shall be the same terms as that outlined in Clause 25—Settlement of Disputes of the Engine Drivers (Quarries, Sandpits and Limestone Quarries) Agreement 1991.

13.—NO EXTRA CLAIMS

For the duration of this Agreement the union undertakes not to pursue any extra claim, award or over-award payment, except under the terms of this Agreement or in accordance with State Wage Decisions.

14.—PRECEDENT PROHIBITED

This Agreement shall not be used in any matter whatsoever to obtain similar arrangements of benefits in any other plant or enterprise.

15.—RENEWAL OF AGREEMENT

The parties of this Agreement will confer to the establishment of a new Agreement in adequate time for it to come into force on the expiry of this Agreement.

The parties agree to commence discussion on the terms and conditions of any future Agreement six calendar months prior to the expiration of this Agreement.

16.—SIGNATORIES

Signed for and on behalf of—

| | |
|-------------|--|
| The Union: | <u>Signed</u> Common Seal CMETU Date 19-1-98 |
| The Company | <u>Signed</u> AMATEK PTY LTD Date S J ELLIOTT PRINT NAME |

BINDER (WA) ENTERPRISE BARGAINING AGREEMENT 1998.

No. AG 12 of 1998.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Automotive, Food, Metals, Engineering, Printing and
Kindred Industries Union of Workers—Western Australian
Branch

and

Binder Engineering Pty Ltd.

No. AG 12 of 1998.

Binder (WA) Enterprise Bargaining Agreement 1998.

5 March 1998.

Order.

HAVING heard Mr G.C. Sturman as agent for the Applicant and Mr A.P. Wright on behalf of Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties in the terms of the following schedule and lodged in the Commission on the 20th day of January, 1998, and as subsequently amended this day, entitled Binder (WA) Enterprise Bargaining Agreement 1998 be registered as an industrial agreement.

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

[L.S.]

ENTERPRISE BARGAINING AGREEMENT

1.—TITLE

This Agreement shall be known as the Binder (WA) Enterprise Bargaining Agreement 1998.

2.—ARRANGEMENT

Clause

| <u>No.</u> | <u>Subject</u> |
|------------|---------------------------------------|
| 1. | Title |
| 2. | Arrangement |
| 3. | Application |
| 4. | Parties Bound |
| 5. | Date and Period of Operation |
| 6. | Relation to Parent Award |
| 7. | Objectives of the Agreement |
| 8. | Joint Consultative Committee (JCC) |
| 9. | Hours of Work |
| 10. | Shift Work |
| 11. | Timekeeping |
| 12. | Breaks |
| 13. | Rates of Payment |
| 14. | Overtime |
| 15. | Leave |
| 16. | Sickness |
| 17. | Classification Structures |
| 18. | Training |
| 19. | Casual Employees |
| 20. | Dispute Resolution |
| 21. | Counselling and Disciplinary Practice |
| 22. | No Extra Claims |
| 23. | Not to be used as a Precedent |
| 24. | Continuous Improvement |
| 25. | Signatories |

3.—APPLICATION

This Agreement shall apply to Binder Engineering Pty Ltd, Bassendean, Western Australia, to approximately 30 employees engaged in the operation of manufacturing pipe support components, with respect to employees engaged in the classifications and terms of the Metal Trades (General) Award 1966, in so far as those provisions relate to the parties referred to in Clause 4—PARTIES BOUND—of this Agreement.

4.—PARTIES BOUND

The parties to this Agreement are—

- A. Binder Engineering
- B. The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers, Western Australia branch.

5.—DATE AND PERIOD OF OPERATION

This Agreement shall operate from the 4th December 1997 and shall remain in force for a period of one year.

6.—RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with the Metal Trades (General) Award 1966 provided that where there is any inconsistency between this Agreement and the Metal Trades (General) Award 1966, this Agreement shall take precedence to the extent of the inconsistency.

7.—OBJECTIVES OF THE AGREEMENT

It is confirmed that all parties to the Agreement are committed to real productivity gains. Further, as part of this Agreement initiatives must flow, on an ongoing basis, from employer, employees and union representatives to identify means by which productivity gains will be identified, implemented, achieved, measured, and maintained, in the following areas—

- (a) Identification and resolution of Inefficient Work Practices.
- (b) Rework Reduction Programme.
- (c) Improvement in Quality of Service.
- (d) Reduction in Absenteeism.
- (e) Job Rotation.
- (f) Job Sharing.
- (g) Work Organisation.
- (h) Job Re-design.
- (i) Training Requirements.
- (j) Introduction to Technology.
- (k) Induction Programmes.
- (l) Occupational Health and Safety.
- (m) Consumable Consumption Reduction.
- (n) Maximum use of available daily hours.
- (o) Production time recording.

8.—JOINT CONSULTATIVE COMMITTEE (JCC)

A Joint Consultative Committee shall be established to create the mechanism to negotiate an EBA and implement and maintain that agreed. The committee shall consist of TWO management representatives and TWO employee representatives, who shall be nominated by their respective associates.

9.—HOURS OF WORK

The standard working week shall be from Monday to Friday. In order to promote productivity, each working day shall be of an 8 hour duration, therefore the minimum working week shall be 40 hours. As the standard working week is still recognised as 38 hours, the additional 2 hours per week worked will be managed by either of the following methods —

- A). All hours worked above the base 38 hour week, will be paid at the applicable overtime rates.
- B). The 2 hours per week will be banked and accumulated to give "Accrued Days Off", and controlled via the following —
 - 1) The forty hour week shall be paid at normal rate of pay.
 - 2) Annual leave and sickness payment shall be converted from standard allocation days to hours eg.
Holidays = 20 days = 152 hours per year.
Sickness = 10 days = 76 hours per year.
 - 3) When annual leave or sickness is taken, each day shall be calculated on an 8 hour day. This will allow "Accrued Days Off" to be accumulated on a continual basis.
 - 4) "Accrued Days Off" to be taken on an agreed time which is mutually convenient to both parties.

- 5) "Accrued Days Off" shall be paid at 8 hours standard rate for each day.
- 6) Accumulated "Accrued Days Off" not taken within the year shall be paid out to the employee prior to Christmas, however individuals may request payouts throughout the year in favour of taking accrued time, all payouts will be paid at the penalty rate of time and a half..

10.—SHIFTWORK

All employees are eligible to undertake shift work, unless otherwise agreed in writing at the time of employment.

The requirement to work a shift roster will be determined by the company workload and client requirements and shall be utilised at the company's discretion. As the need to introduce or terminate shift working eventuates, the requirement shall be announced and organised via the Joint Consultative Committee, giving a minimum of 2 weeks notice in regard to change. Shift working may be restricted to individual machines or departments depending on the work requirements. Afternoon & night shift working shall incur an additional 15% loading on all hours worked.

In introducing changes into the workplace Binder is aware that there may be individuals who will have personal problems in meeting the afternoon shift requirements, in these cases those people should bring those problems to the manufacturing managers attention so they may be resolved.

The standard working hours are as follows —

Standard Working hours

| Hrs Per Shift | Day Shift | | | Afternoon Shift | | |
|---------------------|-----------|----------------|----------|-----------------|--------------|---------|
| | Start | Lunch | Finish | Start | Lunch | Finish |
| 8 | 07.00Hrs | 12.00—12.30Hr | 15.30Hrs | 15.15Hrs | 2000—2030Hrs | 2345Hrs |
| 9 | 07.00Hrs | 12.00—12.30Hrs | 16.30Hrs | 16.15Hrs | 2000—2030Hrs | 0045Hrs |
| 10 | 06.00Hrs | 12.00—12.30Hrs | 16.30Hrs | 16.15Hrs | 2000—2030Hrs | 0145Hrs |

Note: In regard to Stores and Material Handling, there will be the requirement to stagger the working hours in order to cover the Company trading hours.

11.—TIME KEEPING

There is great importance attached to time keeping and attendance in order to enable efficient work planning, to promote such, a \$15 per week "attendance allowance" shall be paid to those who meet timekeeping requirements. This allowance shall be paid out weekly.

Payment shall not be made if—

Late on any day.

Leave early without good reason.

Sickness leave outside of section 16 requirements.

Non attendance.

If an employee is late for work the following times will be deducted from their standard hours.

Between 4—15 minutes late = 15 minutes deducted.

Between 15—30 minutes late = 30 minutes deducted.

Between 30—45 minutes late = 45 minutes deducted.

Continuing in 15 minute stages.

If an employee deems that a late arrival was due to extenuating circumstances they may bring their case to the Production Supervisor for consideration.

Although attendance is based on clock time, in order to utilise the available hours it is expected that employees will be at their work place and working during the nominated work times.

Also, in providing accurate shop floor feed back of actual time taken to complete work, accurate labour posting must be maintained, ie Book to correct jobs, work centers, time taken, Etc, Etc.

12.—REST BREAK

A 10 minute rest break shall be taken in alignment with the arrival of an external food supply van and the provision of tea, coffee, milo, milk and sugar will be maintained, providing sensible utilisation is continued.

13.—RATES OF PAY

New rates of pay shall be inclusive of a general 5% increase.

Rates of pay shall be in line with the following classification listing and all employees will be advised of their relevant classifications as aligned with the classification structure.

Payment of wages will be undertaken via electronic transfer directly into nominated employee bank accounts, with no exceptions, and wage payments will be made on a weekly basis.

| Award Classification | Award Rates | | Present Rates | | Proposed Rates (+5%) | | \$ Variance /Week |
|-------------------------|-------------|---------------|---------------|-----------------|----------------------|-----------------|----------------------|
| | \$/Hr | 38 Hr Week | \$/Hr | 38 Hrs/ Week | \$/Hr | 38 Hrs/ Week | |
| C9 | 12.676 | 481.7 | 14.8 | 562.4 | 15.54 | 590.52 | 28.12 |
| C10 | 12.129 | 460.9 | 14.3 | 543.4 | 15.00 | 570.00 | 26.60 |
| C11 | 11.039 | 419.5 | 13.17 | 500.46 | 13.83 | 525.54 | 24.94 |
| C12 | 10.489 | 398.6 | 12.17 | 462.46 | 12.78 | 485.64 | 23.18 |
| C13 | 9.8974 | 376.1 | 11.2 | 425.6 | 11.76 | 446.88 | 21.28 |
| C14 | 9.4579 | 359.4 | 10.2 | 387.6 | 10.71 | 406.98 | 19.38 |
| Junior age 20 | 9.204 | 349.77 | 9.46 | 359.48 | 9.93 | 377.34 | 17.974 |
| Junior age 19 | 7.769 | 295.24 | 7.98 | 303.24 | 8.38 | 318.44 | 15.20 |
| Junior age 18 | 6.443 | 244.46 | 6.62 | 251.56 | 6.95 | 264.10 | 12.54 |
| Junior age 17 | 5.443 | 206.85 | 5.6 | 212.8 | 5.88 | 223.44 | 10.64 |
| Junior age 16 | 4.453 | 169.24 | 5.6 | 212.8 | 5.88 | 223.44 | 10.64 |

Note—Award rates are inclusive of the \$10.00 increase introduced on the 14th November 1997.

14.—OVERTIME

Overtime working may be required to overcome workshop capacity overloads or to maintain client delivery commitments.

At this time, employees will be requested to work additional hours by their section coordinator, and it is expected that all reasonable requests will be met.

Overtime will be structured as to maximise the available hours within the working week prior to working weekends.

For initial overtime requirements—The normal working days will be extended as required. This will apply to either selected individuals or complete sections.

For additional overtime requirements—Will require weekend working. This will also apply to either selected individuals or complete sections, however the Company will be selective of individuals who have been responsive to pre weekend work requests.

15.—LEAVE

Annual leave shall be scheduled and formally applied for at a time which is mutually convenient to the parties. In the event of a down turn in work the company reserves the right to request employees to take accumulated leave.

16.—SICKNESS

Sickness entitlements shall remain as per award. In qualifying for sickness payment the following must be undertaken —

1. Employees to advise the company on the day of sickness as soon as practicable of their non attendance and reasons.
2. Produce a Doctors certificate. (see timekeeping).

Sickness of up to 2 days duration may be taken without a doctors certificate on two occasions other than that a Doctors certificate will be required. In order to aid rehabilitation of employees who have incurred sickness, their normal working hours will be maintained for the remainder of that working week. Employees who are absent for 5 consecutive days without contacting a company representative will be considered to have abandoned their employment.

17.—CLASSIFICATION STRUCTURE

Junior Employees.

Those employees who are under the age of 20 years old and without recognised trade qualifications shall be deemed as juniors for the purpose of Classification placement, and shall be paid at the rate relating to their age.

General Processing.

- C14 Start rate
- Grinding and cleaning
 - Clean workshop and yard
 - Assist as required

- Undertake training for upgrading to C13 classification in the operation of saw, cropper and drill machinery
- C13 C14 experience
Operate, train and maintain the saw, cropper and drill machinery
Operate welding robot, thread and press machinery
Mark out plates with close supervision and direction
- C12 C13 experience
Set, Operate, train and maintain press and thread machinery
Operate profile cutter, euromatic press, lathe and plate rolls
Understand manufacturing drawings
Drive fork truck
- C11 C12 experience
Set, operate, train and maintain the profile cutter, robot, euromatic press, oven and plate rolls.
Assessment of ability, responsibility and product knowledge and general attitude over progressive period
- C10 Trades person with relevant skills applicable to the company requirements.
Binder production employee, level one.
C11 experience and ability to undertake all tasks required within the section
Complete understanding of Binder product
Minimum of 4 years continuous section experience
Undertake the workload and responsibilities as applicable to a classification and skill requirement.
- C9 Section Coordinator
- General Fabrication**
- C14 Start rate
Grinding and cleaning
Clean workshop and yard
Assist as required
Undertake training for upgrading to C13 classification in the operation of the saw, cropper and drill machinery
- C13 C14 experience
Operate, train and maintain the saw and drill machinery
Operate welding robot
Sort parts and organise work in progress materials as per the MTO's
Mark out plates with close supervision and direction
- C12 C13 experience
Second Class Welder with ability to qualify to 6mm fillet welding procedure
Read Manufacturing drawings.
Fabricate and weld structures and components under close supervision
Drive fork truck
- C11 C12 experience
Fabricate and weld structures and components to required standard
Assessment of ability, responsibility and product knowledge and general attitude over progressive period
- C10 Trades person with relevant skills applicable to the company requirements.
Binder production employee, level one.
C11 experience and ability to undertake all tasks required within the section
Complete understanding of Binder product
Minimum of 4 years continuous section experience
- Undertake the workload and responsibilities as applicable to a trade requirement.
- C9 Section Coordinator
Building Services
- C14 Start rate
Grinding and cleaning
Clean workshop and yard
Assist as required
Undertake training for upgrading to C13 classification in the operation of the saw and drill machinery
- C13 C14 experience
Operate, train and maintain the saw and drill machinery
Operate cropper, 2x brake presses, eremitic press and 60 ton press
Mark out plates with close supervision and direction
Position tack components under close supervision
- C12 C13 experience
Set, operate, train and maintain cropper, 2x brake presses, euromatic press and 60 ton press.
Fabricate and weld components under close supervision.
Hot forming.
Understand manufacturing drawings.
Drive fork truck
- C11 C12 experience—min of 2 years
Assessment of ability, responsibility and product knowledge and general attitude over progressive period
- C10 N/A
- C9 Section Coordinator
- Springs Fabrication and assembly**
- C14 Start rate
Grinding and cleaning
Clean workshop and yard
Assist as required
Undertaking training for upgrading to C13 classification in the operation of the saw and drill machinery
- C13 C14 experience
Operate, train and maintain the saw and drill machinery
Sort parts and organise work in progress materials as per the Shop packages
Mark out plates with close supervision and direction
Assist in assembling, setting and calibration of springs
- C12 C13 experience
Second Class Welder with ability to qualify to 6mm fillet welding procedure
Read manufacturing drawings.
Fabricate and weld spring components under close supervision
Assemble set and calibrate springs
Drive fork truck
- C11 C12 experience
Fabricate and weld spring components to required standard
Assessment of ability, responsibility and product knowledge and general attitude over progressive period
- C10 Trades person with relevant skills applicable to the company requirements.
Binder production employee, level one.
C11 experience and ability to undertake all tasks required within the section
Complete understanding of Binder product
Minimum of 4 years continuous section experience
Undertake the workload and responsibilities as applicable to a trade requirement.
- C9 Section Coordinator

Stores

- C14 Start rate
 - Picking and packing by instruction
 - Pick up and delivery of goods via company Ute or Truck
- C13 C14 experience
 - Process orders through company system
 - Understanding of company systems
 - Confident with paperwork flow
 - Demonstrate ability to work unsupervised
 - Assembly of finished goods orders working from MTO's and drawings
- C12 C13 experience
 - Receiving, despatching, distributing, sorting, checking and packing of goods.
 - Accurate recording and documentation of all product movements
 - Extensive product and product location knowledge
 - Direct involvement with Inventory control
 - Drive fork truck
- C11 Qualified and experienced storeperson required to direct and supervise others
 - Assessment of ability, responsibility and product knowledge and conscientious attitude over progressive period
- C10 Section Coordinator
- C9 N/A

18.—TRAINING

Training of employees will be undertaken in accordance with the company requirements, in order to maintain a diversified work force with skills that cover a range of machinery and production processes.

Those employees that express interest in skill development should discuss the matter with the Production Supervisor for consideration for future requirements. Employees selected for advancement training, shall undertake training as required and upon satisfactory completion shall be reviewed for classification upgrading, this will be based on the Company requirements of the individual.

In general this training shall be undertaken in house under instruction by qualified employees as designated by the Company. All employees are required to be flexible and cooperative in undertaking any work within their ability that is required to achieve the manufacturing output.

19.—CASUAL EMPLOYEES

(1) From time to time casual employees will be used to alleviate shortfalls in the permanent workforce of the enterprise. The employee will be engaged and notification of casual status will be noted on their application for employment form.

(2) For the purposes of this Agreement, an employee shall be deemed to be casual if the expected term of employment is less than two months.

(3) In all other respects the terms of casual employment shall be in accordance with those prescribed by the Metals Trades (General) Award No 13 of 1965.)

(4) After 2 months casual employment the requirement for the employee will be assessed

- (i) Less than one months work load—offer to re-employ for a further two months on a casual basis.
- (ii) More than three months—offer permanent employment.

20.—DISPUTE RESOLUTION PROCEDURE

1. The parties agree that open communication is fundamental to sound employee relations. The disputes procedure has been agreed by the parties to enable potential disputes to be resolved amicably, without loss of wages or production. It is the desire of the parties to make strikes unnecessary and to limit stop work meetings.

In the interest of sound employee relations, the most effective way to resolve problems including questions, disputes or

difficulties arising under this agreement is to communicate and seek solutions at the level at which problems occur.

2. It is agreed that no industrial action will occur by both parties until the following procedure has been followed in all stages.

The status quo will be maintained whilst the procedure is being followed.

3. Stage 1

Employee/s will discuss the question, dispute or difficulties with their supervisor who will attempt to resolve the issue expeditiously and within a mutually agreed time frame.

Stage 2

If the matter is not resolved, the supervisor or employee/s will refer it to their Manager who will endeavour to resolve the matter expeditiously in an agreed time frame.

Stage 3

If the matter still remains unresolved then either party(s) will refer the matter to the Managing Director who will endeavour to resolve the issue expeditiously and in an agreed time frame.

Stage 4

At the conclusion of Stage 3 if the matter still remains unresolved then either party may refer the matter to the Western Australian Industrial Relations commission for resolution or determination.

4. At any or all stages of the above procedure an employee/s may request the assistance of a fellow employee, shop steward or full time Union Official to represent them.

21.—COUNSELLING AND DISCIPLINARY PRACTICE

Where in the opinion of the management, an employee's conduct, behaviour or work performance is unacceptable, the following procedure will be followed—

At all stages of this procedure, the employee may request the presence and assistance of another employee, Shop Steward or Union Official.

1. First Warning

Informal verbal discussion will occur between the employee and the immediate supervisor. The Supervisor shall keep a record of the incident and submit a copy into the employee file.

2. Second Warning

If the employee's behaviour or performance still remains unacceptable, the employee will be counselled by his or her manager and a formal written warning will be issued to the employee, with a copy submitted to employee file.

The written warning will clearly state the unacceptable conduct and define what is required by the employee to remedy the problem.

The employee will have the right to respond in writing on the notice.

3. Third Warning

If the employee's behaviour or performance is still unacceptable, the employee will be counselled further and issued with a final written warning. The written warning will state clearly that if the employee's behaviour or performance does not improve then demotion or termination will occur, again a copy submitted to file.

4. Written warning will remain in force for a six month duration.

5. Dismissal

For continued unacceptable behaviour or performance the employee will be terminated or demoted.

6. Resignation—Employee

Nothing in this procedure precludes an employee from resigning in preference to termination of employment or demotion.

7. Company Discretion

This procedure does not affect the employer's right to terminate an employee's services without notice for conduct that justifies instant dismissal, including malingering, inefficiency, neglect of duty, theft, insubordination.

8. Nothing in this procedure precludes the implementation of the Disputes Settlement Procedure (Clause 34—Metal Trades (General) Award).

22.—NO EXTRA CLAIMS

It is a term of the Agreement that all parties bound by this Agreement will not pursue any extra claims, Award or over Award for the life of this Agreement including increases arising from Award variations or decisions of the Commission other than increases that are consistent with the terms of the Agreement.

23.—NOT TO BE USED AS A PRECEDENT

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.

24.—CONTINUOUS IMPROVEMENT

Management, its employees and the union(s) covered by this Agreement are committed to searching for areas where improvements can be made and implementing such improvements as part of this Agreement.

25.—SIGNATORIES

(indecipherable)

Signed for and on behalf of

BINDER ENGINEERING PTY LTD

Dated the 5th day of January 1998.

(indecipherable)

Common Seal

Signed for and on behalf of

The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers, Western Australia branch.

Dated the 14th day of January 1998.

**BORAL RESOURCES (WA) LTD (TRADING AS
BORAL QUARRIES) ENTERPRISE BARGAINING
AGREEMENT 1997.**

No. AG 271 of 1997.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Boral Resources (WA) Limited

and

The Australian Workers' Union, West Australian Branch,
Industrial Union of Workers and Others.

No. AG 271 of 1997.

Boral Resources (WA) Ltd (trading as Boral Quarries)
Enterprise Bargaining Agreement 1997.

COMMISSIONER P E SCOTT.

10 February 1998.

Order.

HAVING heard Mr D Sproule on behalf of the Applicant and Mr R J Krygsman on behalf of the Australian Workers' Union, West Australian Branch, Industrial Union of Workers and Mr G Sturman on behalf of the Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia, Western Australian Branch and The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of

Workers Western Australian Branch by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Boral Resources (WA) Ltd (trading as Boral Quarries) Enterprise Bargaining Agreement 1997 in the terms of the following schedule be registered on the 7th day of November 1997.

(Sgd.) P.E. SCOTT,

[L.S.]

Commissioner.

Schedule.

**BORAL RESOURCES (WA) LTD—TRADING AS
BORAL QUARRIES ENTERPRISE BARGAINING
AGREEMENT 1997**

1.—TITLE

This Agreement shall be known as the Boral Resources (WA) Ltd (Trading as Boral Quarries) Enterprise Bargaining Agreement, 1997.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Intent
4. Incidence and Parties Bound
5. Date and Period of Operation
6. Relationship to Parent Awards
7. Productivity Improvement
8. Expected Benefits
9. Skills Matrix
10. Public Interest
11. Commitments
12. Redundancy
13. Work Clothing
14. Renewal of Award

3.—INTENT

(1) The parties to this Agreement agree to work jointly and are committed to achieve the following goals to ensure that Boral Resources (WA) Ltd trading as Boral Quarries (hereafter known as Boral) remains competitive within the quarrying industry—

- (a) Improve product quality and customer service.
- (b) Increase productivity.
- (c) Minimisation of waste and reduction of costs.
- (d) The safest working environment within the quarrying industry.
- (e) Provide greater flexibility in the scheduling of work and labour
- (f) Maximise employee job satisfaction, and
- (g) Obtain 100% commitment to continuous improvement.

4.—INCIDENCE AND PARTIES BOUND

(1) This Agreement shall apply to and be binding upon—

- (i) Boral Resources (WA) Ltd—Trading as Boral Quarries
- (ii) All persons employed by Boral at their fixed quarry operations in Orange Grove, Pickering Brook, Jandakot and Kwinana and at any other campaign quarry operations in the State of Western Australia.
- (iii) The Australian Workers Union, West Australian Industrial Union of Workers
- (iv) The Automotive, Food, Metal, Engineering, Printing and Kindred Industries Union of Workers (WA Branch)
- (v) The Construction, Mining, Energy, Timberyards, Sawmills & Woodworkers Union of Australia.
- (vi) At the time this Agreement was entered into there were approximately 20 employees of Boral Resources (WA) Ltd employed at their fixed quarry operations in the above mentioned locations.

(2) The persons employed by Boral and referred to in subclause (1) hereof are covered by the terms and conditions specified in the—

- (a) Quarry Workers' Award, No. 13 of 1968.
- (b) Engine Drivers' General Award, No 21A of 1977 and Quarries, Sandpit and Limestone Quarries Agreement 1991 No. AG 8 of 1991.
- (c) Metal Trades (General) Award No 13 of 1965.

5.—DATE AND PERIOD OF OPERATION

This Agreement shall operate from the date of certification and shall remain in force for a period of 24 months after that date.

6.—RELATIONSHIP TO PARENT AWARDS

(1) This Agreement shall be read and construed in conjunction with the Awards in Clause 4(2) above. Such Awards shall be known as the Parent Awards.

(2) Where there is any inconsistency between this Agreement and any of the Parent Awards, this Agreement shall prevail to the extent of the inconsistency.

7.—PRODUCTIVITY IMPROVEMENTS

(1) Use of Salaried Personnel and Contractors

- (a) It is not the intention of Boral to use salaried personnel or contractors as a means to reduce ordinary or overtime earnings of employees. However, the parties recognise the importance of keeping plant and machinery working throughout the scheduled shift period.
- (b) Where emergency replacement staff are required, the Consultative Committee shall be informed prior to any staff or contractors being engaged to fill in during the period of the emergency.
- (c) It is not the intention of Boral to use sub-contractors where the existing employees have the skills, training, permits and certification necessary to carry the work in a safe and efficient manner and such employees are willing and available to perform the work.

(2) Continuous Improvement

The parties have agreed to cooperate with and facilitate the ongoing process of continuous improvement in productivity, efficiency and flexibility in order to improve the competitiveness of Boral by—

- (a) co-operating and participating in data collection at the workplace, meeting with management to plan, schedule and implement process change and monitoring results over time to confirm that the improvement is achieved and locked into standard procedure.
- (b) employees participating in continuous improvement projects with other employees and management representatives in a team environment where the employee has the experience and knowledge required by the team.
- (c) the parties being involved in monitoring and recording the key productivity and performance factors specified in Clause 8 of this Agreement.

(3) Hours of Work / Allowances

- (a) The employees must be at their machines or at their place of work by their designated start times.
- (b) Boral may require some employees to start half an hour earlier (at ordinary time rates of pay) to prepare plant and machinery for a prompt start.
- (c) A Meal Allowance will be paid at a rate of \$6.50 per day (Monday to Friday) where an employee works ten (10) hours or more in any one shift (excluding lunch breaks).
- (d) The ordinary hours of work for production employees shall be worked between Monday to Friday inclusive, within a pay week of Monday to Sunday, in accordance with the following roster—

| | |
|-----------|----------|
| Monday | 10 hours |
| Tuesday | 10 hours |
| Wednesday | 10 hours |
| Thursday | 8 hours |
| Friday | — |

- (e) Me ordinary hours of work for maintenance employees shall be worked between Monday to Friday inclusive, within a pay week of Monday to Sunday, in accordance with the following roster

| | |
|-----------|----------|
| Monday | — |
| Tuesday | 10 hours |
| Wednesday | 10 hours |
| Thursday | 10 hours |
| Friday | 8 hours |

- (f) Subject to this Agreement, overtime shall be paid for all time worked outside of the employees rostered hours in (d) and (e) above at the rate of time and one half (of the ordinary time rate of pay) for the first eight hours worked each week Monday to Friday inclusive, within a pay week of Monday to Sunday, and at the rate of double time (of the ordinary rate of pay) thereafter for that week.
- (g) Saturdays, Sundays and Public Holidays shall be paid as prescribed by the relevant Parent Award. Monday and Friday Public Holidays shall be paid for 8 hours pay at ordinary rates of pay.
- (h) Sick leave entitlements shall be 8 days per year paid at 10 hours per day at ordinary rates of pay.
- (i) Annual leave entitlements shall be 4 weeks per year paid at 38 hours per week.
- (j) The work hours described above may be changed in the case of unscheduled breakdowns. In such circumstances Boral will consult with the Consultative Committee before changing the shift pattern.

(4) Safety Net

- (a) Subject to Clause (b) below, Boral must make available to each employee the opportunity to work 10 hours of overtime each week (eight at time and one half and two at double time) or pay such overtime should Boral fail to make it available. This Clause will not reduce overtime payments as set out in the Award for Saturdays and Sundays.
- (b) If the market declines for at least a month, Boral may exercise a once-off option to revert to a standard 5 day week of 38 hours with no overtime guarantee as set out in 4(a) above. Should this occur the employees will be paid at the rates described in Wage Schedule I (and subsequently Schedules 2, 3 and 4 upon achievement of the relevant milestones) from the first pay period on or after the reversion.

(5) Communication

- (a) The parties agree that communication will play a very important role in achieving a successful outcome. In order to facilitate improved communications it is agreed that a Consultative Committee will meet regularly, at least once every two months. The Consultative Committee shall consist of no less than three (3) persons representing a cross-section of the work force, and two (2) representing Boral.
- (b) To ensure continuity and a good working relationship the Consultative Committee members will be nominated and remain on the committee for a minimum of twelve (12) months. Casual vacancies will be filled and observers invited by mutual agreement.

(6) Training

The parties agree that ongoing training gives Boral and its employees a mutual benefit by providing opportunities for employees to gain new skills and be rewarded accordingly, and for Boral to gain operational efficiencies through better scheduling the labour resources according to the specific needs of the business. To achieve this the parties agree to—

- (a) be committed to the development and implementation of effective training programs in order to provide for continual development of our people so that they are the best and most sought after in the Industry and Boral is seen as the preferred quarry industry employer.
- (b) participate in all training programs and initiatives conducted during normal working hours subject to the condition that employees will receive no

deduction from their ordinary weekly wage for absence due to time spent in tuition, travelling or examination.

- (c) Where necessary, training may be provided by Boral outside of normal hours, in such circumstances the following will apply —
- (i) training of employees outside of normal hours will be paid at ordinary time where the Company has initiated the training programme.
 - (ii) employees undergoing training, at their instigation, will not receive any payment of wages, travelling, training or education fees unless agreement and specific terms and conditions have been recommended by the Consultative Committee and approved by Boral.
 - (iii) Up to fifty percent (50%) of training and education fees may be paid by Boral in advance of any approved course or programme. The balance of fees (up to 100%) will be reimbursed to the employee on successful completion of the training course. The terms of funding will vary on a case by case basis depending on the value and relevance of the proposed training to the needs of Boral. The Consultative Committee will recommend and Boral will either approve or not approve the training and terms for funding the course.
 - (iv) Certain courses have previously been fully paid in advance by Boral. These courses will be treated the same as they were prior to the signing of this Agreement. These courses are First Aid Certificates, Shot Firers Certificates, Ventilation Officers Certificates and various other in-house Boral training courses.

(7) Avoidance of Industrial Disputes

The following procedure for the avoidance of industrial disputes shall apply

1. (a) There shall be a commitment by the parties to achieve adherence to this procedure, is should be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.
- (b) The objectives of the procedure shall be to promote the resolution of disputes by measures based on conciliation, cooperation and discussion; to reduce the level of industrial confrontation; and to avoid interruption to the performance of work and the consequential loss of production and wages.
- (c) In resolving any questions, disputes or difficulties the following procedure shall apply—
 - (i) Depending on the issues involved, a procedure involving up to three stages of discussion shall apply. These are—
 - Discussions between the employee/s concerned and at their request, their representative, and the immediate supervisor.
 - Discussion involving the employee/s, their representative and more senior management.
 - Should the employee request, discussion involving representatives from the State Branch of the relevant Union concerned and Boral and/or its nominated representative.
 - (ii) Throughout all stages of the procedure the parties shall endeavour to identify and record in writing all relevant facts.
 - (iii) Sensible time limits shall be allowed for the completion of the various stages of the discussions. At least seven days should be allowed for all stages of the discussions to be finalised.
 - (iv) Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being

resolved, the parties shall jointly or individually refer the matter to the relevant Industrial Tribunal for assistance in resolving the dispute.

- (v) In order to allow for the peaceful resolution of grievances the parties shall be committed to avoid stoppages of work, lock-outs or any other bans or limitations on the performance of work and work shall continue normally while the above mentioned procedures are being followed.

2. Any Union business other than matters directly concerning Boral, shall be conducted by the employee in their own time. Any employees or delegates should obtain permission from their manager or supervisor prior to leaving their workstation to consult with a union representative. Such permission shall not be unreasonably withheld.

8.—EXPECTED BENEFITS

(1) By developing a culture focused on customer needs and continuous process improvement, the parties expect Boral to strengthen its position in the market.

(2) The parties to this Agreement are committed to implementing performance targets or Key Performance Indicators (KPI's) with milestone achievements (specified in Table 8.1) resulting in further wage increases.

Table 8.1

| Implementation Timetable— Milestones | Wage Increase (to base rates) |
|---|--|
| 1. Commitment to KPI culture and immediately start collecting, measuring and benchmarking various data important to Boral. Process to be steered by Consultative Committee. | Wage Schedule 2 for milestone achievement by June 1997 |
| 2. Consultative Committee to select various key measures from (1) above and sign-off on agreed performance targets. | Wage Schedule 3 for milestone achievement by December 1997 |
| 3. Achievement of those targets agreed in (2) above. | Wage Schedule 4 for milestone achievement by June 1998 |

9.—SKILLS MATRIX

(1) Multi-skilling

- (a) It is recognised the significant efficiencies can be gained if the workforce is able to perform maintenance or incidental tasks for which they have been trained and are capable of doing. This means that personnel who normally operate mobile or fixed plant will be required to assist with repairs or routine plant maintenance, eg. screen changes, cleaning up, or any other task which they are competent to do safely.
- (b) The aim is to utilise the available personnel where most required in order to achieve the most efficient outcome for the operation as a whole. The skills matrix incorporated in Table 9.1 and Wage Schedule 1 includes a recognition of both the ability to interchange personnel from task to task without demarcation and for all personnel to do any task provided they have the necessary skills and ability to do so safely.
- (c) It is recognised that some persons will prefer to perform one specific task and this will be accommodated where possible, but they may be required from time to time to perform other duties for which they have been adequately trained. Some interchanging may also be required to provide training opportunities for others.
- (d) The Consultative Committee will only recommend the level at which each person will be paid according to the skills which can be performed. Authority for any changes to classifications and responsibility for day to day organisation of the workforce and allocation of tasks will lie with Boral.

(2) Skills Matrix

- (a) The skills matrix covers those skills currently deployed at existing operations and may be changed by Boral, in consultation with the Consultative Committee, when operational circumstances dictate. The

matrix recognises the various skills already acquired by the workforce (including extra skills) and is designed to provide an incentive for employees to acquire further skills.

- (b) Boral will have complete discretion over classification of new employees whether or not the employee holds certification to recognised standards of competency (national or otherwise). Employees may make representations to the Committee for classification or re-classification further to having passed assessment by Boral's accredited workplace assessor.
- (c) Boral may require an employee to demonstrate their competency to the assessor at any time to ensure that the employee remains proficient in the execution of the accredited task even though the task is performed infrequently.
- (d) Boral's Regional General Manager will hear any appeal and make the final decision in respect of any employees competency or classification and this decision will be accepted by all parties.

Table 9.1 Skills Matrix for Quarry Workers

| Core Skills | Primary Skills | Advanced Skills |
|------------------------------|---------------------------------------|--|
| Work Safely with others | Primary Crusher Operations | Drilling Operations |
| Work Co-operatively | Grader Operations | Shotfiring (not certified) |
| Operational problem solving | Dozer Operations | Quarry Face Excavator Operations |
| Planning and organising work | Front-end loader Operations < CAT 988 | Front-end Loader Operations => CAT 988 |
| Contributing to QA | Dump Truck Operations | Secondary Plant Operations |
| Effective Two-way Operation | Water Cart Operations | Sand Processing Plant Operations |
| | Product Sampler (not certified) | Weighbridge Operations |
| | Roadbase Plant | |

Wage Schedule 1.

| CLASSIFICATION | BORAL COMPETENCIES | Wage Rates from date of certification |
|----------------------------|--|---------------------------------------|
| Level 1—Quarry Worker | Core Skills + Any five primary or advanced skills | \$13.21 /hr |
| Level 2—Quarry Worker | Core Skills + at least one primary and one advanced skill | \$12.94 /hr |
| Level 3—Quarry Worker | Core Skills + at least one primary skill | \$12.67 /hr |
| Level 2—Maintenance Worker | As defined in the Metal and Quarrying Industry Order No. 1963 or 1990 plus core skills | \$14.51 /hr |
| Level 1—Maintenance Worker | As defined in the Metal and Quarrying Industry Order No. 1963 or 1990 plus core skills | \$13.75 /hr |
| Engineering Employee | As defined in the Metal and Quarrying Industry Order No. 1963 or 1990 plus core skills | \$12.70 /hr |

Wage Schedule 2.

| CLASSIFICATION | BORAL COMPETENCIES | Wage Rates effective 1 st July 1997 |
|-----------------------|---|--|
| Level 1—Quarry Worker | Core Skills + Any five primary or advanced skills | \$13.47 /hr |
| Level 2—Quarry Worker | Core Skills + at least one primary and one advanced skill | \$13.20 /hr |
| Level 3—Quarry Worker | Core Skills + at least one primary skill | \$12.92 /hr |

| CLASSIFICATION | BORAL COMPETENCIES | Wage Rates effective 1 st July 1997 |
|----------------------------|--|--|
| Level 2—Maintenance Worker | As defined in the Metal and Quarrying Industry Order No. 1963 or 1990 plus core skills | \$14.80 /hr |
| Level 1—Maintenance Worker | As defined in the Metal and Quarrying Industry Order No. 1963 or 1990 plus core skills | \$14.02 /hr |
| Engineering Employee | As defined in the Metal and Quarrying Industry Order No. 1963 or 1990 plus core skills | \$12.95 /hr |

Wage Schedule 3.

| CLASSIFICATION | BORAL COMPETENCIES | Wage Rates effective 1 st January 1998 |
|----------------------------|--|---|
| Level 1—Quarry Worker | Core Skills + Any five primary or advanced skills | \$13.60 /hr |
| Level 2—Quarry Worker | Core Skills + at least one primary and one advanced skill | \$13.33 /hr |
| Level 3—Quarry Worker | Core Skills + at least one primary skill | \$13.05 /hr |
| Level 2—Maintenance Worker | As defined in the Metal and Quarrying Industry Order No. 1963 or 1990 plus core skills | \$14.95 /hr |
| Level 1—Maintenance Worker | As defined in the Metal and Quarrying Industry Order No. 1963 or 1990 plus core skills | \$14.16 /hr |
| Engineering Employee | As defined in the Metal and Quarrying Industry Order No. 1963 or 1990 plus core skills | \$13.08 /hr |

Wage Schedule 4.

| CLASSIFICATION | BORAL COMPETENCIES | Wage Rates effective 1 st July 1998 |
|----------------------------|--|--|
| Level 1—Quarry Worker | Core Skills + Any five primary or advanced skills | \$13.74 /hr |
| Level 2—Quarry Worker | Core Skills + at least one primary and one advanced skill | \$13.46 /hr |
| Level 3—Quarry Worker | Core Skills + at least one primary skill | \$13.18 /hr |
| Level 2—Maintenance Worker | As defined in the Metal and Quarrying Industry Order No. 1963 or 1990 plus core skills | \$15.10 /hr |
| Level 1—Maintenance Worker | As defined in the Metal and Quarrying Industry Order No. 1963 or 1990 plus core skills | \$14.30 /hr |
| Engineering Employee | As defined in the Metal and Quarrying Industry Order No. 1963 or 1990 plus core skills | \$13.21 /hr |

(3) Extra Certified Skills Allowance

- (a) It is recognised that additional relevant qualifications enhance the ability of Boral to quickly respond to production problems without the need to outsource the required skills.
- (b) An allowance specified in Table 9.2 will apply to employees who also possess one or more of the certified skill competencies. Any allowance payable under Table 9.2 shall not be paid for all purposes of this Agreement or any of the Parent Awards.
- (c) The allowance applicable will apply for each certified course passed. The allowance will only be paid when Boral has approved or requested nominations for the training, verified the employee has passed the training course or satisfied the proficiency requirements of the workplace assessor.

- (d) Employees who have not acquired a certified skill will be given first opportunity in nominating, for new skills when nominations are sought by Boral.

Table 9.2—Skills Allowances

| Extra Skill | Allowance Paid |
|------------------------------|------------------|
| Advanced First Aid | \$12.50 per week |
| Crane Driver | “ |
| Excavator Operator—Certified | “ |
| Shotfirer—Certified | “ |
| Air Conditioning Mechanic | “ |
| NATA Signatory | “ |
| Dogman | “ |
| OH & S—Mines Dept. Certified | “ |
| Workplace Trainer I and H | \$20.00 “ |

10.—PUBLIC INTEREST

The parties to this Agreement are committed to ensuring that all primary stakeholders in the business (including customers, suppliers, employees, shareholders and the general community) benefit from the program of Continuous Improvement in place at Boral.

11.—COMMITMENTS

(a) The employees undertake that during the period of operation of this Agreement there should be no further wage increases sought, or granted, except for those provided under the terms of this Agreement.

(b) This Agreement shall not operate so to cause an employee to suffer a reduction in ordinary time earnings.

(c) Boral's objectives are to be more competitive on price, to improve quality and service and build market share.

12.—REDUNDANCY

(a) Boral will strive to ensure that jobs are as secure as possible as an outcome of achieving these objectives and no forced redundancies will occur as a result of the contents of this Agreement.

(b) Boral recognise that their employees are one of their greatest assets. Should circumstances arise that could lead to job losses, Boral will take all reasonable steps to exhaust any options available prior to affecting redundancies. Should redundancies be necessary, Boral will consult with the Consultative Committee to determine the selection criteria to be applied, however, Boral shall have the final discretion over those to be selected for redundancies.

(c) From the date of this Agreement redundancy payments will be paid at the rate of 2 weeks for each completed year of service up to a maximum of 52 weeks.

13.—WORK CLOTHING

Employees are encouraged to wear the appropriate Company supplied uniform, where a uniform is worn by the employee the following issue will be provided—

- (a) Summer Issue (usually in December)
- (i) 2 khaki cotton drill shirts (short sleeve).
 - (ii) 2 khaki cotton drill shorts, or
 - (iii) 2 khaki cotton drill trousers, or
 - (iv) 5 green stinnie shorts.
- (b) Winter Issue (usually May)
- (i) 2 khaki cotton drill shirts (short or long sleeves).
 - (ii) 2 khaki cotton drill trousers.
 - (iii) 1 cold weather jacket.
 - (iv) 1 khaki cotton drill overalls.

Note: If overalls are not required an additional shirt and trousers may be taken.

- (c) General
- (i) One month after commencement of permanent employment the employee is issued with the appropriate clothing, depending on season.

(ii) In addition to seasonal issue of clothing, work safety boots are issued on commencement and are replaced when the need is demonstrated to the purchasing officer.

(iii) Wet weather clothing is issued selectively to those whose duties require it and is stored on site.

(iv) The purchasing officer can make additional clothing available if the need can be demonstrated, eg. premature failure of clothing due to work being performed.

(v) Where particularly dirty work is being performed, disposable overalls are available from the purchasing officer.

14.—RENEWAL OF AGREEMENT

The parties will review the contents of this Agreement in 24 months and such a review is expected to result in the renegotiation, renewal or replacement of this Agreement.

Signed _____ **Common Seal**
Signed on behalf of Boral Resources (WA) Ltd

Signed _____ **Common Seal**
Signed on behalf of the Australian Workers Union, West Australian Industrial Union of Workers

Signed _____ **Common Seal**
Signed on behalf of the Automotive, Food, Metal, Engineering, Printing and Kindred Industries Union of Workers (WA Branch)

Signed _____ **Common Seal**
Signed on behalf of the Construction, Mining, Energy, Timberryards, Sawmills and Woodworkers Union of Australia

BUNBURY CATHEDRAL GRAMMAR SCHOOL INC. (ENTERPRISE BARGAINING AGREEMENT) 1998. No. AG 355 of 1997.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Independent Schools Salaried Officers' Association of
Western Australia, Industrial Union of Workers

and

Bunbury Cathedral Grammar School Inc.

No. AG 355 of 1997.

Bunbury Cathedral Grammar School Inc. (Enterprise
Bargaining Agreement) 1998.

18 February 1998.

Order.

HAVING heard Ms T. Howe on behalf of the applicant and Dr I. Fraser on behalf of respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Bunbury Cathedral Grammar School Inc. (Enterprise Bargaining Agreement) 1998 as filed in the Commission on the 17th day of December 1997 be registered on and from the 18th day of February 1998.

[L.S.] (Sgd.) A.R. BEECH,
Commissioner.

Schedule.

1.—TITLE

This agreement shall be known as the Bunbury Cathedral Grammar School Inc. (Enterprise Bargaining Agreement) 1998.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Parties to the Agreement
4. Scope of Agreement
5. Date and Duration of Agreement
6. Relationship to Parent Award
7. Single Bargaining Unit
8. Objectives
9. Salary Rates
10. Agreed Efficiency Improvements
11. Teacher Appraisal
12. Redundancy Provisions
13. Consultation
14. No Further Claims
15. No Reduction
16. Dispute Resolution Procedure
17. No Precedent
18. Signatories

3.—PARTIES TO THE AGREEMENT

This agreement is made between Bunbury Cathedral Grammar School Inc. (the School) and the Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers (the ISSOA), a registered organisation of employees.

4.—SCOPE OF AGREEMENT

(1) This agreement shall apply to teachers who are employed within the scope of the *Independent Schools' Teachers' Award 1976* (the award).

(2) The number of employees covered by this agreement is 57.

5.—DATE AND DURATION OF AGREEMENT

(1) This agreement shall come into effect on the 18th day of February 1998 and shall apply until the 31st day of December 1999.

(2) The parties agree to meet no later than 6 months prior to expiration of this agreement to review this agreement.

6.—RELATIONSHIP TO PARENT AWARD

This agreement shall be read and interpreted in conjunction with the *Independent Schools' Teachers' Award 1976* (the award).

Where there is any inconsistency between this agreement and the award, this agreement will prevail to the extent of the inconsistency.

7.—SINGLE BARGAINING UNIT

The parties to this agreement have formed a single bargaining unit.

The single bargaining unit has conducted negotiations with the School and reached full agreement.

8.—OBJECTIVES

The nature and purposes of this agreement are to—

- (1) Consolidate and further develop initiatives arising out of the award restructuring process;
- (2) Accept a mutual responsibility to maintain a working environment which will ensure that the School and its staff become genuine participants and contributors to the School's aims, objectives, vision and philosophy;
- (3) Recognise the commitment by teaching staff to the objectives of the School itself. The commitment produces a working environment where education is provided in harmony with the ethos of the School. This objective includes the recognition by the parties of the holistic nature of the work of professionals in the School;
- (4) Recognise the professional and personal qualities of teachers which enable them to create conditions which are conducive to learning and which foster the development of the individual student;
- (5) Safeguard and improve the quality of teaching and learning by emphasising the upgrading of professional skills and knowledge. The School and its

teaching staff acknowledge that this upgrading of skills and experience can best occur when both the School and staff share responsibility for professional development by undertaking both in-service and external courses and training partly during school time and partly during the teachers' time;

- (6) Acknowledge that the School is established and operated to give access to Christian education in the Anglican tradition to as wide a cross-section of the community as possible. In acknowledging this purpose, the School and staff undertake to make provisions where practicable for children with special needs; to support the involvement of parents in the education of their children; to deliver appropriate educational programmes, and to support the Christian ethos of the School;
- (7) Enhance the quality of pastoral care for teachers;
- (8) Develop and maintain a culture and working environment which values teachers as professionals and ensures that the School is well positioned to attract and retain the highest quality teachers;
- (9) In reaching this agreement the parties have recognised—
 - (a) The variety of educational and managerial arrangements that exist requiring flexibility in the application of regulations that govern employment practices;
 - (b) Productivity and efficiency have a growing influence in educational policies and practices.

9.—SALARY RATES

(1) The minimum annual rate of salary payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries of the award shall be—

(a) Salary Rates

| Salary Step | 1997 per annum | From 1 Jan 1998 (+3%) | From 1 July 1998 (+2½%) | From 1 Jan 1999 (+2½%) | From 1 July 1999 (+2½%) |
|-------------|----------------|--------------------------|----------------------------|---------------------------|----------------------------|
| 1 | 25,624 | 26,393 | 27,053 | 27,729 | 28,422 |
| 2 | 27,182 | 27,997 | 28,697 | 29,414 | 30,149 |
| 3 | 28,738 | 29,600 | 30,340 | 31,098 | 31,875 |
| 4 | 30,535 | 31,451 | 32,237 | 33,043 | 33,869 |
| 5 | 32,211 | 33,177 | 34,006 | 34,856 | 35,727 |
| 6 | 33,647 | 34,656 | 35,522 | 36,410 | 37,320 |
| 7 | 35,085 | 36,138 | 37,041 | 37,967 | 38,916 |
| 8 | 36,880 | 37,986 | 38,936 | 39,909 | 40,907 |
| 9 | 38,856 | 40,022 | 41,023 | 42,049 | 43,100 |
| 10 | 40,473 | 41,687 | 42,729 | 43,797 | 44,892 |
| 11 | 41,909 | 43,166 | 44,245 | 45,351 | 46,485 |
| 12 | 43,705 | 45,016 | 46,141 | 47,295 | 48,477 |
| 13 | 45,503 | 46,868 | 48,040 | 49,241 | 50,472 |

(b) Promotional Allowances—Heads of Departments

| Level | 1997 | From 1 Jan 1998 (+20%) | From 1 Jan 1999 (+5%) |
|-------|-------|---------------------------|--------------------------|
| 1 | 6,000 | 7,200 | 7,560 |
| 2 | 4,200 | 5,040 | 5,292 |
| 3 | 3,000 | 3,600 | 3,780 |
| 4 | 1,800 | 2,160 | 2,268 |

(c) Senior Teacher

| Level | 1997 | 1 Jan 1998 (+3%) | 1 July 1998 (+2½%) | 1 Jan 1999 (+2½%) | 1 July 1999 (+2½%) |
|-------|-------|---------------------|-----------------------|----------------------|-----------------------|
| 1 | 1,406 | 1,448 | 1,484 | 1,521 | 1,560 |
| 2 | 2,846 | 2,931 | 3,005 | 3,080 | 3,157 |

(2) In the event of a safety net adjustment being applied to the award, such adjustment shall be absorbed into the salary rates prescribed by this agreement.

10.—AGREED EFFICIENCY IMPROVEMENTS

(1) Notice of Termination

Except in the case of relief or temporary teachers, the termination of the service of a teacher shall require a minimum of a term's notice by either party to take effect from the close of school business at the end of school term. Failure to give the required notice shall make that party liable to forfeiture or payment to the other party of an amount equivalent to the

relevant term's pay or an amount equivalent to that period of notice not given or served.

Provided that the requirements of this subclause may be waived in part or whole by mutual agreement between the teacher and the employer.

(2) Newly Appointed Teachers

(a) First Teaching Appointment

A teacher appointed to his/her first teaching position shall be regarded as being on probation for 12 months. If at the end of the first 12 months, a probationary teacher is deemed by the School not to have developed adequate teaching skills, he/she may have his/her appointment on probation extended for a further 12 months and be subject to ongoing appraisal as per Clause 2.—Induction of Appendix 1 of the award. It is recognised that the School has an important role in developing the skills of the probationary teacher during the 12 to 24 months probationary period referred to above.

The School reserves the right not to appoint a probationary teacher to permanent staff if the teacher has not developed adequate teaching skills.

(b) Newly Appointed Experienced Teachers

A newly appointed experienced teacher to the staff of the School shall be regarded as being on probation for the first 12 months. During this period an appraisal of the teacher will take place and appointment to the permanent staff will be conditional on a successful appraisal.

(3) Part-time Teaching Contracts

(a) Part-time teachers shall have the expectation of continuity of service.

(b) The School may vary the teaching load of part-time teachers. Any variation would be after consultation between the School and the teacher/s. The part-time teacher shall be given at least six weeks written notice of any variation, unless otherwise agreed by the School and the teacher. The periods taught will be considered as a fraction of normal teaching load for the purpose of calculating salary. If a part-time teacher is called upon to be a Form Teacher, any additional time shall be paid employment.

(c) In determining the teaching load of a part-time employee, the School acknowledges that such teachers may wish to seek additional employment and agrees to negotiate hours of duty which, as far as practicable, suit the circumstances of the employee and the School.

(d) (i) The employment of part-time staff shall reflect the employment of full-time staff, including entitlements and the requirement to undertake supervisory duties and other co-curricular activities.

(ii) As members of the staff team part-time teachers will contribute pro-rata to the co-curricular and pastoral work of the teaching team. In planning the involvement of part-time teachers in co-curricular and pastoral programmes the School will take into account the fact that part-time teachers may have other work commitments.

(4) Payment for Relief Teachers

Notwithstanding the provisions of subclause (5) of Clause 11.—Salaries of the award, relief teachers, employed for five days or less, may be engaged by the day or part of a day and paid a daily rate or a pro-rata rate on the basis of the periods worked in relation to the number of periods in the particular school day.

The period rate shall be calculated by dividing the annual salary by 40 weeks and the weekly sum by 33 (teaching periods in a week).

(5) Long Service Leave

(a) Notwithstanding the provisions of subclause (1) of Clause 10.—Long Service Leave of the award, a teacher who has completed 8 years' continuous service within the School, shall be entitled to take 10 weeks long service leave on full pay, corresponding with a school term.

(b) Pro-rata benefit for long service leave will be payable after 6 years of continuous service in the circumstances set out in paragraph (j) hereunder.

(c) The process required for the taking of long service leave shall be as follows—

- (i) the Headmaster shall advise the teacher of his/her entitlement to take long service leave at least 15 months preceding the entitlement becoming due;
- (ii) the teacher shall advise the Headmaster no later than 12 months preceding the entitlement becoming due of his/her intention or otherwise to take leave;
- (iii) where an agreement has been reached for the taking of long service leave and circumstances arise that necessitates an adjustment of such leave, then any request for the adjustment shall not be unreasonably withheld.

(d) Where the continuous service of a teacher during the period of accrual contains any period which is less than full-time then that teacher's entitlement to payment for long service leave shall be subject to a calculation which averages the full-time equivalence of the teacher's service over the accrual period.

(e) The teacher continues to accrue long service leave entitlement for any period during which the teacher is absent on full pay from his/her duties; long service leave does not accrue for any period exceeding two weeks during which the teacher is absent on unpaid leave.

(f) Vacation leave observed by the School shall count for the purposes of calculating a teacher's entitlement to long service leave.

(g) Any public holiday which occurs during the period a teacher is on long service leave shall be treated as part of the long service leave and extra days in lieu thereof shall not be granted.

(h) Where a teacher has become entitled to a period of long service leave in accordance with this clause, the teacher shall commence such leave as soon as possible after the accrual date in a manner mutually agreed between the Headmaster and the teacher by one of the following options—

- (i) as 2 terms, with approved leave without pay for that portion which exceeds the long service leave period;
- (ii) as a term or part thereof with any excess entitlement being paid for in addition to the ordinary payment for such leave.

(i) Payment for long service leave shall be made by one of the following options—

- (i) in full before the teacher goes on leave;
- (ii) by agreement between the teacher and the Headmaster;
- (iii) at the same time as the teacher's salary would have been paid if the teacher had remained at work—in which case the payment shall be made by arrangement between the teacher and the Headmaster.

(j) Where a teacher has completed at least 6 years service and employment is terminated—

- (i) by the teacher's death; or
- (ii) in any circumstances, other than serious misconduct;

the amount of leave shall be such as has accrued under the provisions of subclause (1) of this clause.

(k) In the case to which paragraph (j) of this subclause applies, and in any case in which the employment of the teacher who has become entitled to leave hereunder is terminated before such leave is taken or fully taken the employer shall, upon termination of employment otherwise than by death, pay to the teacher and upon termination of employment by death, pay to the personal representative, a sum equivalent to the amount which would have been payable in respect of the period of leave to which he/she 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.

(6) Promotion Positions

While maintaining in general the promotion structure described in the award, the School shall have the discretion to adapt this structure to meet its educational needs. The normal processes of appointment to promotion positions will be followed.

(7) Professional Responsibilities

(a) The parties recognise that there is a wide range of duties and responsibilities included in the profession of teaching.

(b) The parties recognise that the following principles apply in addressing the fair and reasonable participation of teachers—

- (i) Much of the life and culture of the School is derived from School activities involving teachers and students and conducted outside regular classroom contact.
- (ii) The significant contributions of teachers to the life and values of the School are recognised.
- (iii) There will continue to be consultation between School and staff in the allocation of teachers to all activities conducted by the School.
- (iv) There will continue to be consultation between School and staff in the planning of the range and balance of activities conducted by the School.
- (v) The competence, skill and qualifications of teachers, including part-time teachers, will continue to be considered in the planning and allocating of activities conducted by the School.

(c) The parties agree to explore flexible ways of utilising the varied talents of staff to cater for the needs of pupils in the broad range of curricular and co-curricular offerings.

(8) Professional Development

Professional development activities shall be undertaken partly in School time and partly in a teacher's own time.

There will continue to be consultation with teachers in the planning of professional development.

(9) Flexible Timetabling

The parties are committed to the development of alternative models of timetabling which allow for greater flexibility in the use of time and in the organisation of student groupings.

11.—TEACHER APPRAISAL

(1) (a) Teacher appraisal is essential to ongoing teacher professional development, performance planning and review in the context of the individual, the department or School as a whole.

(b) The structure of the appraisal process will be determined by its purposes, that is whether it is formative or summative, and having regard to the provisions of the award.

(2) Each teacher will be appraised in the first, fourth, seventh, and every following fourth year of service or at such other times as special circumstances may indicate. Where applicable, appraisal will coincide with other relevant appraisals, such as those conducted for teachers applying for Senior Teacher classification.

(3) Participation in any appraisal process and any subsequent implementation procedure should not be an unreasonable addition to a teacher's existing workload.

12.—REDUNDANCY PROVISIONS

(1) It is acknowledged that redundancy is a termination of services because the position the staff member occupied is no longer available.

(2) In considering which employee is to be made redundant the School will—

- (a) assess its needs;
- (b) look at the job being performed and not the individual;
- (c) look at any flexibility offered by the employees being considered;
- (d) check with staff as to future plans (for example, long service leave, early retirement options or leave without pay) which may impact on the need for a redundancy;
- (e) terminate positions at the end of the School year whenever possible;
- (f) when there are a number of employees competing for a limited number of positions, decisions about which employees are to be retained will be made after a thorough review of the School's requirements

in specific work areas and the experience, qualifications and service of the employees.

(3) The School will hold discussions with the employees and the employees' industrial union regarding the possible redundancies if so requested by the employee/s regarding the possible redundancies. The discussions will cover any reasons for the proposed redundancies of the employees concerned.

(4) To assist the redundant employee the School will—

- (a) offer part-time or relief employment if this is possible;
- (b) check with other schools to see whether there is a suitable vacancy;
- (c) provide secretarial assistance with job applications;
- (d) permit paid leave to attend job interviews;
- (e) provide the employee with a reference and a statement to the effect that he/she is redundant if alternate employment is found either for or by the employee;
- (f) provide the employee with a severance payment.

(5) The following severance pay scale will apply—

Where the School proposes to make one or more teaching positions redundant the School shall make severance payments to the teachers made redundant in accordance with the following scale—

| Period of Service | Weeks of severance pay |
|--------------------------------------|--|
| Less than 1 year | Nil |
| One year and less than two years | 4 weeks |
| Two years and less than three years | 6 weeks |
| Three years and less than four years | 7 weeks |
| Four years and above | 2 weeks per year of service to a maximum of 12 weeks |

13.—CONSULTATION

(1) There shall be established a Consultative Committee with equitable representation of employers and teachers. The Committee shall provide a forum in which to—

- (a) discuss those matters listed below and, where possible, reach agreement; and
- (b) discuss any other matters brought to the Committee, provided they relate directly to the conditions of employment of teachers.

(2) The parties agree to continue discussions on the following matters—

- (a) deferred salary scheme
- (b) parental leave
- (c) study leave
- (d) redundancy
- (e) co-curricula
- (f) class sizes
- (g) part-time teaching contracts
- (h) additional efficiency improvements.

(3) The Committee shall meet at least once each School term.

14.—NO FURTHER CLAIMS

It is a condition of this agreement that the parties will not seek any further claims with respect to salaries or conditions unless they are consistent with the State Wage Case Principles.

15.—NO REDUCTION

Nothing contained herein shall allow the School to reduce the salaries or conditions of a teacher which prevailed prior to entering this agreement, except where provided by this agreement.

16.—DISPUTE RESOLUTION PROCEDURE

A dispute is defined as any question, dispute or difficulty arising out of this agreement.

The following procedure shall apply to the resolution of any dispute—

- (1) The parties to the dispute shall attempt to resolve the matter by mutual discussion and determination.
- (2) If the parties are unable to resolve the dispute, the matter, at the request of either party, shall be referred

to a meeting between the parties to the agreement together with any additional representative as may be agreed by the parties.

- (3) If the matter is not then resolved it shall be referred to the Western Australian Industrial Relations Commission.

17.—NO PRECEDENT

It is a condition of this agreement that the parties will not seek to use the terms contained herein as a precedent for other enterprise agreements, whether they involve the School or not.

18.—SIGNATORIES

| | |
|--------------------------------------|--|
| I. Bourne | T.I. Howe |
| | |
| (Signature) | (Signature) |
| I. Bourne | T.I. Howe |
| | |
| (Name of signatory in block letters) | (Name of signatory in block letters) |
| Bunbury Cathedral Grammar School | Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers |
| B.C. Newing | |
| | |
| B.M. Carroll | |
| | |

CARLINO CONCRETING INDUSTRIAL AGREEMENT. No. AG 352 of 1997.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
Industrial Relations Act 1979.

The Western Australian Builders' Labourers, Painters and Plasterers Union of Workers and the Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch

and

Carlino Concreting Pty Ltd.

No. AG 352 of 1997.

Carlino Concreting Industrial Agreement.

COMMISSIONER P E SCOTT.

10 February 1998.

Order.

HAVING heard Mr G Giffard on behalf of the Applicant and there being no appearance on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Carlino Concreting Industrial Agreement in the terms of the following schedule be registered on the 15th day of January 1998.

[L.S.] (Sgd.) P.E. SCOTT,
Commissioner.

WAGE AGREEMENT

Schedule.

1.—TITLE

This Agreement will be known as the Carlino Concreting Industrial Agreement.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Area and Parties Bound
4. Application

5. Duration
 6. Dispute Settlement Procedure
 7. Single Enterprise
 8. Relationship with Awards
 9. Enterprise Agreement
 10. Wage Increase
 11. Site Allowance
 12. Industry Standards
 13. Clothing and Footwear
 14. Training Allowance, Training Leave, Recognition of Prior Learning
 15. Seniority
 16. Sick Leave
 17. Pyramid Sub-Contracting
 18. Fares and Travelling
 19. Drug and Alcohol, Safety and Rehabilitation Program
 20. No Extra Claims
- Appendix A—Wage Rates
Appendix B—Drug and Alcohol, Safety and Rehabilitation Program
Appendix C—Site Allowance

3.—AREA AND PARTIES BOUND

This is an Agreement between The Western Australian Builder's Labourers, Painters, & Plasterers Union of Workers and the Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch (hereinafter referred to as the "Unions") and Carlino Concreting (hereinafter referred to as the "Company") in the State of Western Australia.

4.—APPLICATION

This Agreement shall be binding upon the Company, the Unions, its officers and members, and any person eligible to be members of the Unions employed by the Company on work covered by the terms of the Building Trades (Construction) Award 1987, No. 14 of 1978 (the "Award"). There are approximately 25 employees covered by this agreement.

5.—DURATION

This Agreement shall commence from the first pay period on or after the date of signing and shall continue in effect until 31 October 1999.

The parties agree to commence discussion on the terms and conditions of any future agreement three calendar months prior to the expiration of this Agreement.

6.—DISPUTE SETTLEMENT PROCEDURE

In relation to any questions, disputes or difficulties arising out of the operation of this Agreement the dispute settlement procedure that shall apply shall be in the same terms as that outlined in Clause 46 Settlement of Disputes of the Award.

7.—SINGLE ENTERPRISE

It is agreed that this Agreement applies in respect of a single enterprise as defined in Clause 41A(2) of the WA Industrial Relations Act 1979, as amended (the "Act").

8.—RELATIONSHIP WITH AWARDS

This Agreement shall be read wholly in conjunction with the Award. Where this Agreement is silent on rates of pay and other matters pertaining to the employment relationship, the Award shall apply. Where there is conflict between the rates of pay, conditions, allowances and other matters in this Agreement and the Awards the higher rate shall apply.

9.—ENTERPRISE AGREEMENT

It is agreed that in the event of the Unions and the Company agreeing on the terms of a comprehensive enterprise agreement, this Agreement may be terminated in accordance with the requirements of the Act.

10.—WAGE INCREASE

This Agreement provides for increases in the hourly rate resulting in the wage rates in the Appendix A—Wage Rates.

11.—SITE ALLOWANCE

This Agreement provides for site allowances as per Appendix C—Site Allowance.

12.—INDUSTRY STANDARDS

1. Redundancy

It is a term of this Agreement that the Company will immediately increase its payments to \$45 per week per employee into the Western Australian Construction Industry Redundancy Fund and then will increase this to \$50 per week per employee on 1 August 1998.

2. Superannuation

The Company will increase its level of payment into the Construction + Building Unions Superannuation Scheme to \$60 per week per employee.

3. Apprentice Rates

The Company agrees to maintain a ratio of no more than four tradespeople to one apprentice employed.

13.—CLOTHING AND FOOTWEAR

1. The following items will be supplied to each employee by the Company, upon the completion of five working days.

- (a) 1 pair safety boots, and will be replaced on a fair wear and tear basis.
- (b) 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- (c) 1 bluey jacket for each employee employed during the period 1 April to 31 October. (One issued per year)

2. The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

14.—TRAINING ALLOWANCE, TRAINING LEAVE, RECOGNITION OF PRIOR LEARNING

1. A training allowance of \$12.00 per week per worker shall be paid by the employer to the Union Education and Training Fund.

2. Subject to all qualifications in this clause, an employee shall, upon application in writing to and with approval of the employer, be granted leave with pay each calendar year pro-rata to attend courses conducted or approved by the NBCITC. The employers approval shall not be unreasonably withheld.

The application for leave shall be given to the employer at least two weeks in advance of the date of commencement of the course.

The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave where an employee is otherwise entitled.

An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than—

- course fees
- course books and materials
- payment of ordinary time earnings for such absence.

For the purpose of this clause ordinary time earnings shall be defined as the agreement classification rate.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

3. The employer will actively encourage employees to seek formal recognition of their skills (recognition of prior learning), and will allow leave as per (2) above for such purposes including but not limited to securing Tradesmen's Rights Certificates.

15.—SENIORITY

1. The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

2. When applying the "first on last off" principle it is agreed subject to the caveat of "all things being equal", it is intended to apply on a state basis rather than a site by site basis.

3. It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 6—Dispute Settlement Procedure.

4. An employee who has been retrenched by the Company shall have absolute preference and priority for re-employment/re-engagement by the Company. Where an employee is re-engaged within a period of six months the employee shall maintain continuity of service and all accrued entitlements with the Company.

16.—SICK LEAVE

For sick leave accrued after the date of signing this agreement the following will apply—

- (a) The Company's employees shall have the option of converting 100% of accrued sick leave entitlement to a cash payment on termination.
- (b) If an employee who has been terminated by the Company without exercising the above option is re-engaged within a period of six months, the unpaid balance of sick leave shall continue from the date of re-engagement.

17.—PYRAMID SUB-CONTRACTING

1. "Pyramid Sub-Contracting" is defined as the practice of a sub-contractor, to whom a sub-contract is originally awarded, sub-letting that contract or part thereof to another sub-contractor.

2. Provided that where a sub-contractor does not have the technical capacity to handle a specialist section of the contract and intends to engage a specialist sub-contractor to perform that work, that section may be re-let to a specialist sub-contractor.

3. Further provided that when a sub-contract is let for labour and material, a labour-only sub-contract may be let by the sub-contractor, but it is unacceptable as a principle for further labour-only sub-contracts to be re-let.

4. A bona fide sub-contractor is generally an employer of labour, save for a machine owner operator.

5. Where a disagreement arises in relation to the definition or application of the term "Pyramid Sub-Contracting" the parties shall discuss and determine the issue in accordance with the agreement dispute resolution procedure. In any event of a disagreement, the matter shall be negotiated further between the parties or referred to the Western Australian Industrial Relations Commission. Whilst these procedures are undertaken no industrial action shall occur.

18.—FARES AND TRAVELLING

In addition to Clause 12A of the award a travel payment shall be made in the form of a daily payment (on days worked) of \$6.15 per day per employee.

19.—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

The parties are committed to the Drug and Alcohol, Safety and Rehabilitation program as outlined in Appendix B—Drug and Alcohol, Safety and Rehabilitation Program.

20.—NO EXTRA CLAIMS

The Union will make no further claims on the Company over conditions set out in this Agreement for the life of the Agreement. However the Union reserves the right to raise the unforseen matters. The Company agrees to insure the employees for sickness and accident cover. The terms of the policy will be agreed to between the Company and the Union.

Signed for and on behalf of-

| | | |
|-------------|--------------------|---------------------------|
| The Unions: | BLPPU | Signed <u>Common Seal</u> |
| | | Date: 8/12/97 |
| | | Signed _____ |
| | | WITNESS |
| | CMETU | Signed <u>Common Seal</u> |
| | | Date: 8/12/97 |
| | | Signed _____ |
| | | WITNESS |
| The Company | Common Seal | Signed _____ |
| | | Date: 1/12/97 |
| | | <u>Dominic Carlino</u> |
| | | PRINT NAME |
| | | Signed _____ |
| | | WITNESS |

APPENDIX A—WAGE RATES

| | Date of Signing | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|-----------------------|-----------------|-----------------|----------------|-----------------|----------------|
| | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ |
| Labourer Group 1 | 15.56 | 16.01 | 16.47 | 16.92 | 17.15 |
| Labourer Group 2 | 15.03 | 15.47 | 15.90 | 16.34 | 16.56 |
| Labourer Group 3 | 14.63 | 15.05 | 15.48 | 15.90 | 16.12 |
| Plasterer, Fixer | 16.17 | 16.64 | 17.11 | 17.58 | 17.82 |
| Painter, Glazier | 15.81 | 16.27 | 16.73 | 17.19 | 17.42 |
| Signwriter | 16.15 | 16.62 | 17.09 | 17.56 | 17.80 |
| Carpenter | 16.27 | 16.75 | 17.22 | 17.70 | 17.93 |
| Bricklayer | 16.11 | 16.58 | 17.05 | 17.52 | 17.75 |
| Refractory Bricklayer | 18.50 | 19.04 | 19.58 | 20.12 | 20.38 |
| Stonemason | 16.27 | 16.75 | 17.22 | 17.70 | 17.93 |
| Roofiler | 15.99 | 16.45 | 16.92 | 17.38 | 17.62 |
| Marker/Setter Out | 16.75 | 17.24 | 17.72 | 18.21 | 18.46 |
| Special Class T | 16.96 | 17.46 | 17.95 | 18.45 | 18.69 |

APPRENTICE RATES

| | Date of Signing | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|-------------------------|-----------------|-----------------|----------------|-----------------|----------------|
| | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ |
| Plasterer, Fixer | | | | | |
| Yr 1 | 6.79 | 6.99 | 7.18 | 7.38 | 7.48 |
| Yr 2 (1/3) | 8.90 | 9.16 | 9.42 | 9.68 | 9.81 |
| Yr 3 (2/3) | 12.13 | 12.49 | 12.84 | 13.19 | 13.37 |
| Yr 4 (3/3) | 14.23 | 14.65 | 15.06 | 15.48 | 15.69 |
| Painter, Glazier | | | | | |
| Yr 1 (.5/3.5) | 6.64 | 6.84 | 7.03 | 7.22 | 7.32 |
| Yr 2 (1/3), (1.5/3.5) | 8.70 | 8.95 | 9.20 | 9.45 | 9.58 |
| Yr 3 (2/3), (2.5/3.5) | 11.86 | 12.20 | 12.55 | 12.89 | 13.06 |
| Yr 4 (3/3), (3.5/3.5) | 13.92 | 14.32 | 14.73 | 15.13 | 15.33 |
| Signwriter | | | | | |
| Yr 1 (.5/3.5) | 6.79 | 6.99 | 7.18 | 7.38 | 7.48 |
| Yr 2 (1/3, 1.5/3.5) | 8.88 | 9.14 | 9.40 | 9.65 | 9.78 |
| Yr 3 (2/3, 2.5/3.5) | 12.11 | 12.47 | 12.82 | 13.17 | 13.35 |
| Yr 4 (3/3, 3.5/3.5) | 14.21 | 14.63 | 15.04 | 15.46 | 15.66 |
| Carpenter | | | | | |
| Yr 1 | 6.84 | 7.04 | 7.24 | 7.44 | 7.54 |
| Yr 2 (1/3) | 8.95 | 9.21 | 9.47 | 9.73 | 9.86 |
| Yr 3 (2/3) | 12.21 | 12.56 | 12.92 | 13.27 | 13.45 |
| Yr 4 (3/3) | 14.32 | 14.73 | 15.15 | 15.57 | 15.78 |
| Bricklayer | | | | | |
| Yr 1 | 6.77 | 6.96 | 7.16 | 7.36 | 7.46 |
| Yr 2 (1/3) | 8.86 | 9.12 | 9.37 | 9.63 | 9.76 |
| Yr 3 (2/3) | 12.08 | 12.43 | 12.79 | 13.14 | 13.31 |
| Yr 4 (3/3) | 14.17 | 14.59 | 15.00 | 15.41 | 15.62 |
| Stonemason | | | | | |
| Yr 1 | 6.84 | 7.04 | 7.24 | 7.44 | 7.54 |
| Yr 2 (1/3) | 8.95 | 9.21 | 9.47 | 9.73 | 9.86 |
| Yr 3 (2/3) | 12.21 | 12.56 | 12.92 | 13.27 | 13.45 |
| Yr 4 (3/3) | 14.32 | 14.73 | 15.15 | 15.57 | 15.78 |
| Roofiler | | | | | |
| 6 months | 9.12 | 9.38 | 9.65 | 9.91 | 10.04 |
| 2nd 6 months | 10.02 | 10.31 | 10.61 | 10.90 | 11.04 |
| Yr 2 | 11.71 | 12.05 | 12.39 | 12.73 | 12.90 |
| Yr 3 | 13.74 | 14.14 | 14.54 | 14.94 | 15.14 |

APPENDIX B—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

1. PRINCIPLE

People dangerously affected by alcohol, and/or drugs are a safety hazard to themselves and all other persons in the workplace.

2. FOCUS

- Site safety and the involvement of the site safety committee
- Peer intervention and support
- Rehabilitation

3. WORKPLACE POLICY

- A person who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.
- The decision on a persons ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/employer representatives.
- There will be no payment of lost time to a person unable to work in a safe manner.

- If this happens 3 times the worker shall be given a written warning and made aware of the availability of treatment/counselling. If the worker refuses help he/she may be transferred/dismissed the next time he/she is dangerously affected.
- For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.
- A worker having problems with alcohol and or other drugs—
 - Will not be sacked if he/she is willing to get help.
 - Must undertake and continue with the recommended treatment to maintain the protection of this program.
 - Will be entitled to sick leave or leave without pay while attending treatment.

4. IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will—

- Clearly state its endorsement of the BTG Drug and Alcohol program and comply with it.
- Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Program to address a meeting of employees to discuss and endorse the program.
- Authorise the attendance of appropriate company personnel eg. Safety delegate/officer, safety committee members, union delegate, consultative committee members(s) at the two hour BTG Drug and Safety in the Workplace training course.

APPENDIX C—SITE ALLOWANCE

1. This agreement is between the parties to this agreement and shall apply to construction work undertaken by principal contractors who are engaged in the commercial/industrial sector of the building industry in the state of Western Australia within a 50km radius of the Perth General Post Office.

2. This agreement provides for a site allowance to be paid to employees engaged on particular building projects, and for such site allowance to be paid in addition to the wage rates and allowances prescribed by the award as well as any industrial or certified agreements made in conjunction with the award which does not prescribe a site allowance.

3. The site allowance payable under this agreement is to be paid at a flat rate per hour for all hours worked to compensate for all special factors/disabilities on the project and in lieu of all award special rates, with the exception of rates relating to the lifting of heavy blocks, cleaning down brickwork and the use of explosive powered tools which will be payable to an employee when he/she encounters that particular disability.

4. Site Allowance Formula

At the commencement of a project the particular site allowance to apply shall be determined in accordance with the following formula—

4.1 Projects Located Within Perth C.B.D. (as defined)

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| New Work | |
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.80 |
| Above \$2.1m to \$4.4m | \$2.15 |
| Over \$4.4m | \$2.75 |

Renovations, Restorations and/or Refurbishment Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.60 |
| Above \$2.1m to \$4.4m | \$1.80 |
| Over \$4.4m | \$2.35 |

4.2 Projects Located Within West Perth (as defined)

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| New Work | |
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.60 |
| Above \$2.1m to \$4.4m | \$1.80 |
| Over \$4.4m | \$2.35 |

Renovations, Restorations
and/or Refurbishment Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.50 |
| Above \$2.1m to \$4.4m | \$1.70 |
| Over \$4.4m | \$1.95 |

The site allowance on projects which are a combination of new and renovation work shall be governed by the majority of work involved. For example, where the majority of work is new work, then the site allowance appropriate to new work shall be paid for all employees on the project.

4.3 Projects within 50 km radius of Perth G.P.O. but not including the C.B.D. or West Perth (as defined)

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$1m | NIL |
| Above \$1m to \$2.1m | \$1.20 |
| Above \$2.1m to \$5.8m | \$1.50 |
| Above \$5.8m to \$11.6m | \$1.75 |
| Above \$11.6m to \$23.6m | \$1.95 |
| Above \$23.6m to \$58.6m | \$2.25 |
| Over \$58.6m | \$2.45 |

“C.B.D.”—Central Business District shall mean the area bounded by the Swan River South, Swan River East to Nile Street running into Wittenoom Street, Hill Street to Royal Street, Royal Street to Lord Street, Lord Street to Newcastle Street, along Newcastle Street to the Freeway, the Freeway South to the Perth Fremantle railway line, along the Perth-Fremantle railway line to Dyer Street, Dyer Street through to Havelock Street, Havelock Street to Kings Park Road, Kings Park Road to Fraser Avenue, Fraser Avenue projected through to the Swan River.

“West Perth”—shall mean the area contained within the boundaries formed by Thomas Street, Kings Park Road, Havelock Street, Dyer Street and the Perth-Fremantle railway line back to Thomas Street.

Boundary roads: If a road borders between two regions in which site allowances are to be paid as per this agreement, the parties confirm that one side of such a boundary road will be deemed to fall in one region and the other side of the boundary road will be deemed to fall in the other region. For example, the eastern side of Havelock Street will be in the “CBD” and the western side of Havelock Street shall be in “West Perth”.

“Project Contractual Value”—shall be deemed to mean the value of all tendered work which falls under the scope of the principal contractor’s contract.

5. The site/project allowance and project contractual value detailed in this agreement shall be adjusted on 1 October each year by the total C.P.I. movements for Perth during the preceding four quarters ending 30 June and accordingly, the site allowance amounts shall be adjusted up or down to the nearest five cents.

6. Project contractual values shall be subject to review at any renewal of this agreement, but in any event shall not be adjusted by a percentage less than the total CPI movements for Perth during the preceding four quarters ending 30 June. Such adjustment being to the nearest \$10,000.

7. The agreed site allowance once set pursuant to this agreement shall be recorded in a site agreement to which the applicable principal contractor and the Union will be signatories. The level of allowance once nominated at the commencement of the project will continue without change until completion of the project.

8. It is acknowledged that on certain projects a site agreement may be entered into between the principal contractor and the building trades group of unions for that project that may include matters regularly addressed within the industry, such as, but not limited to, the following—

- Disputes Procedures
- Occupational Health and Safety Procedures
- Demarcation Procedures
- First Aid Provisions and On-Site Amenities

and the unions will not unreasonably refuse to continue to discuss such matters if raised by the principal contractor.

9. This agreement does not apply to resource development projects or civil and engineering projects.

10. Where a dispute arises as to the application of the terms of this agreement, if the issue cannot be resolved in discussions between the parties, it is agreed that the matter will be referred to the appropriate industrial tribunal for resolution without recourse to industrial action.

11. It is a term of this agreement that all site allowance agreements entered into prior to this date will be honoured by all parties and will continue to apply for the life of the particular project.

12. Where because of a condition of contract the principal contractor is required not to allow for a site allowance, before final application of this agreement, discussions will be held between the parties with a view to resolving any problems that may arise as a result of this situation.

13. This agreement shall only apply to building contracts entered into on or after 1 October, 1995.

CITY OF GERALDTON WORKSHOP STAFF
ENTERPRISE AGREEMENT 1997.

No. AG 379 of 1997.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

City of Geraldton

and

The Automotive, Food, Metals, Engineering, Printing and
Kindred Industries Union of Workers—Western Australia
Branch.

No. AG 379 of 1997.

City of Geraldton Workshop Staff Enterprise Agreement
1997.

CHIEF COMMISSIONER W.S. COLEMAN.

6 March 1998.

Order.

HAVING heard Mr M. Fitzgerald on behalf of the Applicant and Mr M. Golesworthy appeared on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT City of Geraldton Workshop Staff Enterprise Agreement 1997 attached hereto be and is hereby registered as an industrial agreement and shall operate on and from the 16th day of August, 1996.

(Sgd.) W. S. COLEMAN,

[L.S.]

Chief Commissioner.

Schedule.

CITY OF GERALDTON
WORKSHOP STAFF

ENTERPRISE BARGAINING AGREEMENT

1.—TITLE

This Agreement shall be known as the City of Geraldton Workshop Staff Enterprise Agreement 1997.

2.—ARRANGEMENT

(To be incorporated when all other matters relating to the draft are settled)

INDEX

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 Appendix D: Rostered Day Off Provisions for Mechanical Workshop Staff
 Appendix G: Enterprise Bargaining Implementation and Monitoring Committee
 Appendix H: Staff Enhancement – Higher Academic Qualifications

3.—DEFINITIONS

For the purposes of this Agreement the following terms shall mean—

The Union: The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers Western Australian Branch.

The City: The City of Geraldton.

Outside Staff: All current and future staff employed by the City in classifications covered by the Award who are members of The Union or who are eligible for membership of The Union other than those specified within Clause 6 of this Agreement.

The Award: The Metal Trades (General) Award, 1966 – No. 13 of 1965 (as amended)

C.E.O.: The Chief Executive Officer of the City of Geraldton

4.—DATE AND OPERATION

This Agreement shall operate from the beginning of the first pay period commencing after the signing of this Agreement and shall remain in place for a period of twenty four (24) months. In the event this Agreement is not re-negotiated or replaced it will remain in place.

The parties agree that six months prior to the date of expiration of the Agreement they will commence negotiations on a further enterprise Agreement to replace this Agreement.

During this period neither party shall conduct any action that will adversely affect the other party including but not limited to strike, stop work meetings, forced redundancy or re-organisation.

4.1 Flexibility Provision

Nothing in this Agreement is to operate to prevent the parties from—

- (i) introducing further change during the life of the Agreement where there is Agreement on the terms and conditions (including variations to the rates payable) by which the change(s) will be introduced, or
- (ii) varying the terms of the Agreement to give proper effect to its terms and conditions.

5.—INCIDENCE AND PARTIES BOUND

This Agreement shall apply to and be binding upon the City of Geraldton (the City) and all outdoor staff employed who are members of or who are eligible to be members of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers Western Australian Branch. This Agreement applies to an estimated three persons.

The outdoor staff employed by the City of Geraldton and referred to in sub-clause (1) hereof are covered by the terms and conditions of the Metal Trades (General) Award 1966 – No 13 of 1965.

6.—SPECIFIC EXCLUSIONS

This Agreement shall not relate to any staff employed by the City for a specific period associated with subsidised training or work schemes developed by the State or Federal Governments

Apprentices are to be included within the provisions of this Agreement and shall receive a pro-rata entitlement in accordance with the Award of any payments made to staff as detailed within this Agreement.

7.—FIXED TERM STAFF CONTRACTS

Fixed Term staff contracts will be confined to the employment of staff for periods of between two (2) weeks to twelve (12) months service for the purpose where required, of replacing staff on long service leave, annual leave, extended sick leave and worker's compensation and for specific projects where staff numbers above the existing permanent workforce are required.

Any Fixed Term staff contract shall be renewable, but in total, the term of the contract(s) shall not exceed twelve (12) months.

Prior to the commencement of any fixed term staff contract, the employee may select to be employed under the terms of "casual employees" in accordance with the Award.

The Fixed Term Staff Contract shall clearly specify the duration of the Contract and the expiry date.

All staff employed under a Fixed Term Staff Contract shall receive the benefits of the provisions within this Agreement.

8.—RELATIONSHIP TO THE AWARD

This Agreement shall be read and interpreted in conjunction with the Award. Should there be any inconsistency between this Agreement on the one hand and the Award on the other, this Agreement will prevail to the extent of the inconsistency.

It is agreed between the parties that the City will maintain and continue to apply all Award standards and conditions in effect at the time of the commencement of this Agreement that are not specifically varied by the terms of this Agreement.

No Extra Claims shall be made except where they are consistent with the State Wage Decision of the Western Australian Industrial Relations Commission. Where any decision so mentioned above provides a benefit greater than that available under this Agreement, then that benefit shall apply to employees bound by the terms of this Agreement.

9.—AIMS OF THE AGREEMENT

The parties to the Agreement recognise that there is a need for ongoing change as the City seeks to maximise its efficiency and strives to provide a high quality service to the people of Geraldton. It is recognised that there are also external factors that will have an substantial impact on the City, its operations and the way it achieves its objective.

In preparing for and effectively responding to the environmental changes that will confront the City, this Agreement seeks to establish the cornerstones of—

- ongoing cultural and workplace reform

- an effective and competitive day labour workforce
- effective communication with all of the City's clients, its customers *and Staff*
- a work place structure which is both flexible and efficient
- establishing and maintaining a well trained and responsive staff capable of adapting to the changing environment in a positive manner, and of meeting the challenges as they emerge
- recognition of the City as an efficient and effective service provider to the community as a whole.

Through this Agreement, the parties recognise that whilst the City must pursue efficiencies including Best Practice there is an opportunity to provide job security and other improvements in conditions. The establishment of a consultation process that seeks to create effective communication at all levels and to address issues before they impact on the organisation.

This Agreement seeks to provide staff with—

- the opportunity to maximise their skills within the training initiatives outlined
- job security in a fluid and changing environment
- maximum participation in the process of change
- improvements in income and conditions
- the opportunity to acquire skills which will prepare them for further future change
- the opportunity to operate in the competitive tendering on an equal footing with all others

The primary aim of the process being to provide a WIN:WIN:WIN scenario for the City, Staff and the Community.

10.—BEST PRACTICE AND SERVICE LEVEL ENHANCEMENT

The parties to this Agreement recognise the need to develop and to implement Best Practices and to continue with the creation of a flexible work force which shares with Management, a commitment to change.

The introduction of self managed work teams, combined with training and the use of Best Practice principles is the prime focus of the parties in achieving improved productivity (Quantity) and service level (Quality) change within the organisation.

As part of this process reports on current progress and future direction are to be produced by Staff, Management and the Implementation Committee (as detailed in Appendix A) to ensure milestones are met and rewarded accordingly as detailed within Clause 11 of this Agreement.

In the event that the Implementation Committee recommends changes it will be the responsibility of the parties to negotiate the terms and conditions by which any or all of those changes are introduced in accordance with this Agreement.

11.—WAGES

As a result of the initiatives and the efficiencies that are set out in this Agreement the City agrees the rates payable to staff covered by this Agreement shall be increased in total by \$60 per week subject to staff meeting the required agreed milestones as specified within Appendix 'A'.

1. 1st Agreement Payment

This payment shall be \$30 per week from the date of signing of this Agreement, and is inclusive of the \$10 per week interim payment made in good faith from 1 November 1996.

2. 2nd Agreement Payment

A further payment of \$10 Per week shall be made on the 15th December 1997.

3. 3rd Agreement Payment

At the successful completion of the Introduction, Evaluation and Implementation stages as set out in Appendix 'A', which clearly demonstrates that productivity benefits have been made by staff, a further payment of \$20 per week shall be made. This payment will not be made before 1st July 1998 and only when the milestones have been reached to the satisfaction of the Implementation and Monitoring Committee and Council.

12.—HOURS

12.1 The ordinary hours work for outside staff covered by this Agreement shall on average not more than 38 hours per week in an agreed work cycle and shall be worked in accordance with the procedure established in the appropriate appendix to this Agreement. Except as otherwise approved by this Agreement the spread of hours Monday to Friday shall be 6.00am to 6.00pm for all outdoor staff.

The method of working these hours is to be determined by mutual Agreement between the employee(s) and the City and except in the case of shift work will not be subject to penalty rates.

12.2 In determining appropriate times and hours of work, the employer and employee(s) may agree to work more or less hours on any one day or in any one week provided that by mutual Agreement, they agree to a method of accounting for those hours to find an average of 38 hours per week in each agreed working cycle.

This will be achieved by the following methods—

a) Mechanical Workshop Staff—APPENDIX D

Formalisation of the existing nineteen (19) day month "Rostered Day Off" System with inbuilt flexibilities to enable staff to work a 152 hour four (4) weekly work cycle within the spread of hours.

Refer to Appendix "D" for details of the RDO system operations.

13.—DISPUTE SETTLEMENT PROCEDURES

The parties to this Agreement are committed to resolving any differences that they may have as quickly as possible and in a cooperative way. It is agreed that the procedures set out in Award should be used with the aim to resolve any dispute within (10) ten working days.

14.—OCCUPATIONAL SAFETY AND HEALTH

The Western Australian Occupational Safety and Health Act 1984 as amended from time to time shall apply without limitation.

The employer shall, so far as is practicable, provide and maintain a working environment in which his outside staff are not exposed to hazards.

Further, the employer shall provide in accordance with City's Occupational Safety and Health Manual, and inclusive of City policies relating to Occupational Safety and Health not less than the provisions of the WA Occupational Safety and Health Act 1984 and the provisions of Clause 18 (d) of the Award as amended.

15.—EQUAL OPPORTUNITY

The Western Australian Equal Opportunity Act 1984, as amended from time to time shall apply without limitation together with the provisions of City Employee Equal Opportunity Policy.

16.—EMPLOYMENT SECURITY

16.1 The parties are committed to enhance the quality and security of employment for City outside staff through the ongoing implementation of agreed structural efficiency processes, together with this philosophies and initiatives detailed in the Agreement. This includes broadening the training and career development opportunities for all outside staff to complement job redesign within the respective work area, where such plans are available.

16.2 An employee who is redeployed to an alternative position at a lower classification (their new classification) shall retain the rate of pay for their level immediately prior to redeployment (their existing rate) until the rate of pay for their new classification exceeds that of their existing rate. From that time the rate of pay for their new classification will apply. This clause is to apply provided that the employee is willing to utilise the full range of skills required at that level and participate fully in any retraining or redeployment programs.

In the case where a specialist vehicle was provided as a condition of employment and was required to carry out the original position, the employer shall have the right to provide a normal fleet vehicle in lieu of the specialist vehicle if that specialist vehicle is not required to carry out the duties of the new position. This clause is to apply provided that the employee is

willing to utilise the full range of skills required at that level and participate fully in any retraining or redeployment programmed.

Nothing in this Agreement shall prevent the City from offering voluntary redundancy to the staff on terms no less favourable than those set out in sub-clause 16.2.

16.3 The employee will be provided with the opportunity to undertake appropriate training and development as determined by the City's Training Policy. Career counselling will be available as part of the transition process.

16.4 No forced redundancies will occur during the life of this Agreement. If major changes were proposed or forced upon the City through Government decisions then the parties agree to openly discuss "in good faith" any proposed major staffing changes with the primary aim to manage any job loss initially through the use of natural attrition, retraining, re-skilling, redeployment and voluntary redundancies.

17.—REDUNDANCY PROVISIONS

17.1 The Parties agree that there will be no forced redundancies during the Term of the Agreement.

However, if—

- an employee's position is made redundant; and
- there are no suitable redeployment positions; and
- the parties agree through consensus resolution of the Implementation and Monitoring Committee

then the affected employee firstly, or any other member of the workforce, secondly will be offered a redundancy in accordance with the provisions set out in Clause 17.2.

17.2 Where a redundancy is offered, the following provisions will apply—

- a. Four (4) weeks notice or pay in lieu of notice.
- b. An additional one (1) week's notice or pay in lieu of notice if the employee is over 45 years of age; and
- c. Three (3) weeks pay for every completed year of continuous service; and

An entitlement under this sub clause shall include any continuous service with another Local Government(s) calculated at half a year entitlement for each full year of service. The maximum number of full years of service claimable under this sub-clause is 5. The service with the other Local Government(s) is to be continuous with the service with the City.

"Weeks pay" means the current ordinary time rate of pay or in the case of a negotiated salary, the gross value of the package divided by 52.

18.—SALARY SACRIFICE

An employee may elect to salary sacrifice to the contributory part of the WA Local Government Superannuation Plan. The City will make the payment to the fund on receipt of written instruction from the employee to the City.

19.—PAID LEAVE

The outside staff of the City shall be entitled to Easter Tuesday and the day after New Years Day as paid leave which are to be taken in accordance with the provisions of this clause and in the year in which the entitlement arises.

- i. For outside staff generally during the period between Christmas and New Year in conjunction with the general City Christmas close down.
- ii. Where some staff are required by the City to work during this Christmas Close Down period to provide essential and continued specified services. These staff shall be permitted to take the two days paid holiday leave at any of the following mutually agreed times with their respective Manager.

Easter Holiday Period

Week after New Year

Combined with an annual leave period after the paid leave days have become due.

At any other approved time.

- iii. In the event that the City decides not to continue to observe the Christmas Close Down the days upon which the two days of paid holiday leave are to be taken will be re-negotiated through the EBA Implementation and Monitoring Committee.

- iv. These days of paid leave must be cleared each calendar year.

20.—PAST PRODUCTIVITY

The City recognises that there has been an acceptance of change within the organisation that has resulted in the introduction of efficiencies and productivity increases into the organisation as they have been identified.

The City also recognises that those increases in productivity have not been measured.

21.—WORK PRACTICE IMPROVEMENT

Work practice Improvement in both productivity (Quantity) and Service Levels (Quality) will be introduced, trailed, measured, evaluated and reported upon continually through a coordinated Agreement between the parties managed by the Implementation Committee.

An initial preliminary work practice improvement proposed by Outdoor Staff and agreed to by Management involves the efficiency gains of re-evaluating work start and finish procedures as detailed within Appendix 'C'.

Additionally further work practice improvements shall be developed through the provisions detailed within Clause (10) "Best Practice and Service Level Enhancement" and Clause 24 "Self Managed Work Teams" within this Agreement.

Some other work practice improvements identified and not limited to include—

- (i) Team work procedures
- (ii) Plant and Equipment Efficiency and Effectiveness
- (iii) Staff skills levels including Multi Skilling options
- (iv) Work Performance Measurement (Key Performance Indicators)
- (v) Work Performance Comparisons (Bench Marking)
- (vi) Business Unit Activity Opportunities
- (vii) Community and Customer Consultation initiatives.

22.—ANNUAL LEAVE

Subject to the following provisions, annual leave shall be available to staff in accordance with the current provisions of the Award.

A Christmas Period close-down, from Boxing Day to New Years Day (3 working days), will be required for the majority of members of staff. Staff may take additional days as agreed in conjunction with the Agreement who have accumulated sufficient annual or other leave credits.

Where essential services are required to be maintained, the staff in mutual agreement with the respective work area manager shall co-ordinate those who shall work and those who are to be on annual leave. The Chief Executive Officer shall determine the services that are to be maintained.

Where staff are required to work around or during times of public holidays they shall be given first option to have leave/time off at the same period in the next year.

All other annual leave entitlements shall be taken as mutually agreed between the staff member and respective work area manager, to ensure continuity of essential services and maintenance of realistic productivity levels and levels of service.

Generally annual leave shall be taken in periods of not less than one (1) week, except in extenuating circumstances and the provisions of the Christmas close down.

A loading of 17.5% shall apply to all staff annual leave entitlements. Upon termination, annual leave loading shall apply to any full annual entitlement but not to any proportionate annual leave.

23.—CULTURAL LEAVE

The City of Geraldton recognises, all cultures within the workforce.

The City of Geraldton shall allow staff to take approved leave to attend a recognised Cultural National Day of Celebration relating to their cultures through the taking of approved leave.

The form of approved leave shall be either an accrued (RDO) rostered day off or other accrued leave (in accordance with the annual leave provisions) to recognise the staff members cultural National Day/s of Celebration.

All Cultural Leave shall be mutually agreed in advance between the staff member and respective Supervisor.

Any dispute relating to the operation of this cultural leave provision shall be referred to the dispute settlement procedure.

24.—SELF MANAGED WORK TEAMS

It is agreed as a term of this Agreement that, where applicable, self-managed work teams shall be developed for the implementation of productivity gains during the life of this Agreement.

The operation of such efficient work teams is dependent on the City providing—

- Resources to conduct the planning and design of the appropriate team based structure through Staff and Management consensus consultation.
- Training for Managers, Supervisors and Team Leaders in Best Practices self-managed team based operations.
- Training of self-managed team development principles to all staff.
- Development and implementation of staff training strategy based on annual staff skills and performance audits related to team development needs.
- Adequate modern, functional and cost/effective plant/equipment and resources.
- Appropriate Award and AGREEMENT agreed payments for staff team duties based on skills and responsibilities.
- Adequate internal resources to facilitate, monitor and promote pro-active support and assistance for all teams.
- Development of an organisation, strategic plan to be combined with committed work area action plans which provide forward direction for all teams.

In response staff will actively work towards the development of self managing work teams committed to productivity and service delivery enhancement, based on an organisation culture of continuous improvement.

This will be achieved through the teams involvement in the work practice improvements detailed within Clause 10 of this Agreement.

Where teams individually and in total deliver improved levels of service and productivity efficiencies Staff shall be rewarded through agreed periodical productivity payments as detailed within this Agreement. The details of the implementation of this clause are set out on Appendix 'A'.

25.—STAFF TRAINING

This Agreement recognises the obligation to provide ongoing and high quality training. In addition to the specific training needs identified elsewhere in this Agreement, to deal with particular changes, the City is committed to the provision of staff training to ensure staff achieve their individual career path objectives and team productivity aims in parallel with the City strategic plan. To that end—

1. Training funding will be established within realistic budgeted levels based on essential needs to improve team performance.
2. Training funding provided within Council Budget shall be for the purposes of actual training costs of courses, trainers, travel and accommodation etc.
3. An annual Corporate Staff Development/Performance Format for all staff shall be developed by the City and submitted to the Implementation and Monitoring Committee for consideration within the Introductory Stage of the Best Practices Program.
4. The application of the Staff Development/Performance format shall be confidential between the individual and the City and without limiting the scope is intended to identify—
 - i. the new or enhanced skills required by the City, if any, together with proposed competency levels required where appropriate—
 - ii. any development and expansion anticipated by the City for the employee in his/her position both in the short term and the longer term;

- iii. the current training will be undertaken to meet individual and City objectives in both the short and long term and to enable an employee to meet the standards of his/her existing position;
- iv. career development;
- v. the agreed performance objectives required;
- vi. current performance.

5. The training needs and career development strategies for each staff member will be identified in priority order with time frames and will be established by Agreement between the staff member and the supervisor/manager.

6. In considering the career development of individual staff members, the City will provide the following to assist staff in achieving their personal career goals.

- Ability to undertake external courses approved by Management in accordance with City of Geraldton current policy.
- Provision of internal and external designated personal and team training associated with City of Geraldton Staff Training Program.
- Ability to undertake higher duties in the absence of more senior Staff on leave to gain valuable experience and knowledge.
- Ability of Staff to apply for all vacant City of Geraldton positions and to be entitled to an interview for the position so long as they satisfy the selection criteria.

Additionally staff will be entitled to undertake further training to assist their future career opportunities through City Policy 1.2 (Staff Enhancement-Higher Academic Qualifications). Refer to Appendix H.

26.—HIGHER DUTIES

Where a Staff member is required by the City to carry out the duties of the position for which a higher rate is payable, the staff member shall receive payment for that duty in accordance with the provisions of the Award.

By mutual Agreement a Staff member may undertake training at a higher level to improve the Staff member's skills and in that circumstance the higher duties clause of the Award shall not apply.

This training will be taken into account in the selection process to replace a Staff member where the training relates to the skills required for the vacant position.

The training period shall be considered to be the time for the staff member to safely and efficiently undertake the higher skilled duties with a training instructor being present.

Where a staff member believes he/she has gained the necessary skills and should be paid the higher duties he/she may appeal in accordance with the Grievance procedure (Clause 13) of this Agreement.

27.—CONTRACTING/COMPETITIVE TENDERING

In recognition of the requirements of the Local Government Act relating to efficiencies, effectiveness, accountability and proposed State Local Government Structural Reforms, it is agreed between the parties that—

1. Specialist Team's shall be established under this Agreement, and consist of at least the following membership—
 - * Senior Management Representative
 - * Work Area Supervisor Representative
 - * Relevant Union Representative
 - * Staff Team Representative

Any proposed major changes in work practices or organisation structure are to be referred to a relevant Specialist Team, at least 8 weeks in advance for deliberation.

The Specialist Team shall have equal staff and management representation and shall meet as and when required.

2. The Specialist Team will be required to deal with
 - * changes arising from paragraph 1 of this clause
 - * changes arising from outside sources
 - * competitive tenders

3. The Specialist Team shall be provided with sufficient time, resources, *training* and expertise required to provide an alternative business type cost in relation to matters that arise under (2) above.
4. To ensure that the staff of the organisation can effectively participate in the tendering process as is provided for in this clause, the City will identify the staff training and present a training program to the Implementation and Monitoring Committee, in conjunction with Management, for adoption and implementation not more than three months after the Agreement takes effect. The training program approved by the Implementation and Monitoring Committee shall be put in place within two months of the adoption of the program. The program shall make provision for the detailed training of potential members of the specialist Teams and for intensive training where a team is formed at short notice. Training shall be provided prior to Tenders being called.
5. The Specialist Team shall have the ability to determine and oversee any proposed major work practice or staff structure changes and make recommendations to the Chief Executive Officer for consideration. The Chief Executive Officer's role shall be to ensure that all relevant information and consultation has been undertaken fairly with due consideration to past performance availability and flexibility of work practices together with local content.
6. The Specialist Team's role shall be to examine and recommend—

- Whether an alternative work method of undertaking any work practice is necessary based on current and past performance cost effective evaluations.
- Where an alternative work method is recommended then the Specialist Team shall ensure that—

Tender Specifications ensure equitable comparisons (including the addition of City of Geraldton Management and Supervision overheads to external contractors submissions).

Performance standards and quality of service are maintained.

There is compliance with all statutory and service authority requirements including safety standards and community impact/convenience protocols.

The equipment (and backup) staff skills and qualifications are of a sufficient standard to provide timely completion of the works in a cost effective manner.

The Specialist Team shall also be responsible to—

- ensure that the staff and the management of the City have sufficient time and resources to provide an alternative internal business tender bid.
 - To ensure that the staff of the City are not excluded from the proposed work change or from participation in any tendering process.
 - To consult with staff prior to developing any tender bid.
7. The Chief Executive Officer shall ensure any bid submitted by the staff is in full confidence and not revealed in any way until the tenders have closed.
 8. In comparing Internal and External bids for a tendered service, the City shall make due consideration of—

Cost of Administration of the service as a separate component of the Internal Bid

Level of service required
Flexibility of the Service Options offered
Back up of the Service Options offered
Compliance to the Contract Specifications
Quality of Resources detailed within the Service Options offered
Prices offered

28.—FAMILY SUPPORT LEAVE

1. Staff may utilise up to 38 hours (5 days) of their accumulated sick leave entitlement per year to care for a sick family member. Accumulated sick leave refers to that portion of sick leave greater than 10 entitled sick leave days which have been accumulated over time by the staff member.

2. For the purposes of this clause a "sick family member" means a person who is related to the employee by blood, marriage, affinity or adoption and includes a person who is wholly or mainly dependent on, or is a member of the household of the staff member (as defined by the Equal Opportunity Act 1984 of Western Australia).

3. Leave granted under this clause, in accordance with the Award, is subject to the production of satisfactory evidence of the illness of the family member.

4. Sick leave used for family support purposes is not to be cumulative from year to year, but if unused, continues to accumulate as personal sick leave. All other Award conditions relating to staff sick leave entitlements shall continue to apply.

29.—PAID MEETINGS

All meetings held on-site for the purpose of workers discussing and participating in the following matters shall be paid: Enterprise Bargaining; Occupational Health & Safety; Union and Industrial Relations meetings.

Generally meetings shall commence where agreed by Management for approximately one hour at the end or start of a chosen work day subject to Mutual agreement between the Union and Management. Where meetings extend beyond the designated work hours, staff agree not to claim additional salary and overtime for the extended meeting time.

All such meetings shall be approved at least 48 hours in advance by request of the Union or its local representative to the Chief Executive Officer.

30.—JURY SERVICE

A member of the staff who is required to attend for jury service or at any other statutory tribunal shall advise the City of that requirement immediately upon receiving advice or notice. The City shall be advised of the date, location where attendance is required and the anticipated duration of the absence.

A staff member who provides the City with the details set out in the previous paragraph shall be entitled to payment at the ordinary rate of pay for the period of the absence so long as any fee for attendance of any type (however described) received for the attendance is paid to the City.

31.—RECOGNITION OF ON-SITE DELEGATES

Any delegate recognised or elected by the workforce for the purposes of representing the workers in relation to Industrial Relations, Occupational Safety and Health, Superannuation, Workplace and Enterprise Bargaining and Competitive Tendering, shall be given sufficient paid time and access to the workforce to ensure proper representation and reporting back to the workforce on all relevant issues.

32.—TEAM LEADER RATE

A team leader will be appointed within each of the designated work teams identified.

Where a member of the outside staff undertakes a recognised role as the leader (coordinator) of a specified work team, then in accordance with this Agreement he/she shall be paid an additional amount per week above his/her current skill level position for such duty as set out in the Award.

For the provision of this clause a team shall consist of at least three staff members who undertake a combined similar task.

Staff involved as team leaders will be provided with a mutually agreed position description which may include duties of—

- Daily Team Work Coordination.
- Assisting Supervisors with project planning.
- Forward requesting of required resources (staff, materials, equipment).
- General Daily/Weekly Project Cost Control.
- Accurate recording of staff time sheets and work forms and requisitions.
- Assisting in Staff skills training.
- Assisting in maintaining a safe work environment.
- Assisting in developing productivity and service level improvements.

33.—ADDITIONAL ALLOWANCES

The objective of the allowances arising from the provisions of this clause is to—

- assist staff in gaining additional skills to reach higher Award Levels that will improve the efficiency and productivity of their work team.
- recognise staff undertaking similar tasks at an Award Level who have extensive experience and are efficient at their work tasks.

The provisions of this clause shall not be used as a substitute for the existing Award skills level provisions or as a method to reduce the current Award provisions for Higher Duties. It is recognised that the first consideration in each instant is whether a higher classification is warranted according to established standards and benchmarks.

The allowance shall be recommended by the Department Manager and endorsed by the Chief Executive Officer. The additional amount to be paid should not be less than half the difference between the existing rate and the next level payable under this Agreement.

The Supervisor on behalf of the staff member or the staff member may make a request for a consideration of a salary review at any stage where a demonstrated change in improved work practices occurs.

34.—IMPLEMENTATION AND MONITORING COMMITTEE

Under this Agreement a Implementation and Monitoring Committee will be established to oversee the implementation of the terms of this Agreement and to act as a conduit between the Council, the management and all of the staff.

The constitution and the operation of the Committee shall be in the terms set out in Appendix G.

35.—ANNUALISED SALARIES

Where it is proposed to convert the rate of pay of a position (or the allowances/penalty payments regularly made to the occupant of a position) to an annualised rate, the matter shall be referred to the Implementation and Monitoring Committee for approval. A proposal shall be approved if—

1. the proposal is supported by at least two continuous years of wages records showing all of the wages, allowances and other entitlements that have been received by the occupants(s) of the position over the period and;
2. the annualisation does not reduce the overall average income of the occupant of the position and is consistent with the no disadvantage provision test of Cl 45 of the Award;
3. the annualised rate is to be paid during all periods of leave and;
4. the occupant of the position genuinely agree to the conversion.
5. the terms and conditions of the annualisation are clearly identified and documented. A copy of the terms and conditions are to be made available to the occupant of the position.

The annualised salary shall not restrict the right of the City to request the staff members to work additional times outside the parameters of sub-clause(5) above. That additional time is to be approved by the Chief Executive Officer and paid in

accordance with the award provisions applying to the position.

36.—PROVISION OF TECHNOLOGY AND EQUIPMENT

The parties to the Agreement recognise the importance of technology and equipment in the maximisation of the efficiency of the organisation. To that end the City, in consultation with the staff, will commit its best endeavours to the achievement of the highest levels of technology and equipment that are available.

37.—RETIREMENT PLANNING

The City will provide the facility for professional retirement counselling service for interested staff at least once each year. The service will be provided more frequently where there is a demonstrated need. The service will be without cost to the staff.

In accessing the service the staff recognise the City will not be held responsible in any way that for the advice that is provided.

38.—STAFF COUNSELLING SERVICE

The City in accordance with its commitment to assist staff with personal problems will provide a free counselling service through its Consultants.

The free counselling in accordance with the Consultants condition of services will apply to a least (3) three consultation sessions.

The extension of Staff Counselling beyond this period will be at the discretion of the Chief Executive Officer through discussions between the—

- Respective Staff Members Supervisors.
- Staff Member.
- Counselling Consultant.

39.—SIGNATORIES

EXECUTED by the parties—

AFMEPKIU

J. Sharp-Collett

Common Seal Affixed

.....signed.....

Witness

On this 15 Day of December 1997

CITY OF GERALDTON

The Common Seal of the City of

Geraldton was hereto affixed on

14 day of November 1997

Common Seal Affixed

In the presence of—

.....signed.....

P G Cooper

Mayor

.....signed.....

G K Simpson

Chief Executive Officer

APPENDIX 'A'

EBA BEST PRACTICE AND SERVICE LEVEL ENHANCEMENT PROGRAM

1 PRELIMINARY STAGE

1.1 Council Prepayment made in "good faith" of process and initial milestones.

1.2 Outdoor Staff Milestones—Detail current work start/finish procedures and develop options for trial and evaluation.

2 EBA AGREEMENT STAGE

2.1 Commitment of all Parties

The EBA is agreed to by all Parties and duly signed and sealed in accordance with the Provisions of the Award which commits all Parties to working towards the provisions within the Agreement.

2.2 Commitment of Council

Council to make the first payment of \$30 (which includes pre-payment of \$10) to be made related to—

- Past Productivity of staff
- All staff members commitment to Workplace Change and productivity and service level improvements.

3 INTRODUCTION STAGE

3.1 Establishment of Implementation Committee—

The Implementation's Committee role will be initially to assist Management to—

- Identify and Implement training needs (ie: for Best Practice Principles, Competitive Tendering etc).
- Review areas for potential of new teams, and existing work teams.
- Consider areas of Best Practices to be introduced including—
- Key performance indicators (KPI's)
- Bench marking
- Customer/client needs and service delivery
- Multi-skilling of the work force
- Employee participation
- Report to Council on a regular basis on the progress of the EBA program

3.2 Outdoor Staff Commitment

Outdoor staff through mutual agreement with Supervisors and Managers agree to undertake the following initial program—

- The implementation, trial and evaluation of Outdoor Staff milestones (work start/finish procedures)
- The identification and listing of current work procedures
- Provide details of proposed further productivity and service level improvement options
- Undertake an evaluation of the effectiveness of existing plant and equipment
- Identify all current staff skill levels
- Establish relevant Work Team KPI's and establish current work rates
- Prepare detailed reports to the Implementation Committee on all the above mentioned actions

3.3 Management's Commitment

All Managers and Supervisors will work with Outdoors Staff to assist with—

- Establish a Facilitator or Co-ordinator of the EBA program.
- Completion of the Outdoor Staff Introduction Stage Commitment
- Revision of current Staff Development and Review process
- Coordination of Staff Training relating to such areas of—
 - Best Practice and Team Development
 - Competitive Tendering
- Assist in the development of future Principle Activities, Strategic and Financial Plans

4 EVALUATION STAGE

During the Evaluation Stage, all parties agree to undertake the following—

4.1 Implementation Committee Role

The Implementation Committee with the assistance from Management and staff will—

- Evaluate preliminary reports from staff and management related to the Introduction Stage of the EBA.
- Investigate and recommend Organisational Key Performance Indicators (KPI's) related to Productivity and Service level measures.
- Evaluate and recommend Bench Marking productivity and service level improvements
- Identify and recommend work practice and organisation operation changes
- Develop and recommend Action plans to enable implementation of the Strategic Plan
- Report on productivity and service level improvement trials
- Develop and recommend a structured future staff, team and organisation training program
- Examine other Local Government's Best Practice initiatives

- Recommend on areas of Best Practice to be introduced into the City of Geraldton operations
- Produce a report on the above areas to Management and Council for consideration and proposed implementation
- Report to Council on a regular basis on the continued progress of the EBA program

4.2 Outdoor Staff Commitment

Outdoor staff through mutual agreement with Managers and Supervisors agree to work to—

- Continue the implementation, trial and evaluation of work area productivity and service level initiatives
- Assist the Implementation Committee as required with the above evaluation process
- Continue to revise and update established and new KPI's

4.3 Management's Commitment

Managers and Supervisors will work with Outdoor Staff and the Implementation Committee to—

- Assist in the provision of resources for the Implementation Committee to complete the Evaluation Stage
- Coordinate and provide continued Staff training as resolved

5 IMPLEMENTATION STAGE

5.1 Implementation Committee Role

The Implementation Committee with the assistance from Management and Staff will—

- Continue reporting to Council on a regular basis on progress of the EBA Program
- Monitor and coordinate the implementation of agreed work change practices
- Evaluate the cost/benefits and service level improvements resulting from the introduction of the agreed work changes as a percentage of the before EBA Outdoor staff productivity and service levels (ie: KPI comparisons)
- Coordinate the development of the draft City of Geraldton EBA (No.2)
- Report and recommend to council on final payment of 1st EBA and the proposed 2nd EBA program.

5.2 Outdoor Staff Commitment

Outdoor staff through mutual agreement work with Managers and Supervisors agree to—

- Implement the agreed outdoor work area improvements and changes
- Assist in the measurement and evaluation on the work area improvements and change practices
- Assist in the development of the next EBA (No2)

5.3 Council's Commitment

The City of Geraldton Council through direction to Management and Supervisors agree to—

- Resolve and authorise the implementation of—
- The City of Geraldton strategic plan and action plans
- Various revised service level and productivity proposed work methods
- Staff training program
- Agreed Best Practice Initiatives
- Agreed organisation and work area changes
- Provide a future financial program to enable the above initiatives to be implemented
- Develop and introduce an effective community liaison and public relations strategy
- Measure the effectiveness of the process and evaluate future development stages of the City of Geraldton EBA
- Make a final EBA payment of \$20 at end of EBA period subject to at least 15% increased efficiency gains related to productivity and or service levels across the City of Geraldton Outdoor Staff works areas

APPENDIX 'B'
CITY OF GERALDTON—EBA DEVELOPMENT FLOW CHART

| TIME (Months) STAGE | 0 | 6 | 12 | 18 | 24 |
|------------------------|---|---|----|----|----|
| Pre-EBA Payment | █ | | | | |
| Preliminary Stage | █ | █ | | | |
| 1st EBA Agreed to | | █ | | | |
| Initial 1st payment | | █ | | | |
| Introduction Stage | | █ | █ | | |
| 2nd Payment | | █ | | | |
| Evaluation Stage | | | █ | █ | |
| Implementation Stage 1 | | | | █ | █ |
| Develop 2nd EBA | | | | | █ |
| Final Payment | | | | █ | |
| 2nd EBA Agreed | | | | | █ |
| Implementation Stage 2 | | | | | █ |

APPENDIX 'C'

WORK PRACTICE IMPROVEMENTS—WORK START/
FINISH PROCEDURES

1.1 The objective of this clause is to improve work team levels of service and productivity through the reduction of travel time, set up time, pack up time, and other non productive activity associated with any other current work start and finish procedures.

1.2 The staff agree that during the first stage of this Agreement that all teams shall in consultation establish through mutual agreement with managers alternative start and finish work practices which can be measured to improve work productivity and/ or levels of service

1.3 All such work practices which result in productivity and/ or service level enhancement shall be develop into procedures and the gain clearly measured, (KPI) recorded and reported to the Implementation Committee.

1.4 In general it is agreed by the City that the above work start /finish team evaluations shall be undertaken within the following guidelines—

- i. The spread of normal work hours shall be 6.00am to 6.00pm Monday to Friday (inclusive)
- ii. Work start and finish times shall be resolved within specific similar work areas ie.

Engineering Construction

Engineering Maintenance

Store

Parks/Reserves

This shall not limit a variation for work team start / finish arrangements or times to specific teams within these similar work areas.

- iii. Start and finish work locations and arrangements shall be dependent upon the—

- Availability of equipment
- Access to amenity provisions
- Work requirements
- Assistance from others
- Supervisors and Staff mutual Agreement

APPENDIX 'D'

ROSTERED DAY OFF PROVISIONS FOR
MECHANICAL WORKSHOP STAFF

- A Staff involved in the provision of Mechanical Workshop services within the City of Geraldton Works Depot shall in accordance with the provisions of the Award work a Nineteen (19) day month (4 weekly) work cycle.

This shall be achieved by staff working 152 hours for the nineteen (19) day work cycle.

No overtime shall be incurred where the 152 hours is achieved each month within the designated spread of hours.

All hours worked above the 152 hours within each 4 weekly work cycle shall be paid in accordance with the Award Overtime rates for that period worked.

- B Generally, work start times shall be 7am Monday to Friday. This start time may be varied for productivity benefits within the spread of hours (6am to 6pm) by work areas or teams subject to consultation by Management with staff and in accordance with the guidelines set out in Appendix 'C' of this Agreement.

An average work day within the 19 day month work cycle is 8 hours. Staff members shall be advised in advance by Supervisors where they are required to work variable hours greater or less than the average work day.

A staff member may be required to work more than 8 hours per day and shall be paid overtime where the period of total work hours exceeds 152 hours per 4 weekly work cycle.

- C The Rostered Day Off shall be taken on a Monday on a mutually agreed rotation basis formulated between Workshop Staff and the work Area Manager. Only one Mechanical Staff member shall be away from work on RDO at any one time to ensure continuity of service.

Where staff are involved in supplying essential services which happens to coincide with their scheduled RDO they shall by mutual Agreement with their Supervisor/Manager take an alternative Friday or Monday as their RDO within the work cycle.

- D Where a scheduled RDO falls on a public holiday the respective staff member shall take the next allocated work day as their scheduled RDO.

E The RDO shall generally be taken where practical at the allotted or agreed time within the four (4) weekly work cycle and before the next RDO becomes due.

This procedure may be varied when mutually agreed between the staff member and Supervisor/Manager for the benefit of continuity of a service or for the cost/effective completion of a project.

However in certain circumstances, due to work needs or staff personal needs, RDO's may be accumulated as mutually agreed between the staff member and the Supervisor/Manager.

All accumulated RDO's must be cleared at least Annually and can be taken at the same time as a staff member takes Annual Leave.

All variations to scheduled RDO's shall be advised in writing through the area Manager to the City of Geraldton Pay Officer for recording purposes.

F In situations where essential or major works require continuation the relevant works area/supervisor shall provide at least 72 hours (3 working days) advance notice to staff of the need to amend the effected staff's scheduled RDO. The provisions of Clause (E) above shall then apply.

Where a Supervisor/Manager due to certain circumstances beyond his/her control cannot provide the 72 hour advance notice then staff have the option to be paid at the Award overtime rate for the day worked or take the accrued RDO at another mutually agreed time.

APPENDIX 'G'

ENTERPRISE BARGAINING IMPLEMENTATION AND MONITORING COMMITTEE

COMPOSITION OF THE COMMITTEE

The Committee will be made up of—

- * a nominee of the Council
- * three members appointed by the management comprised of—
 - Chief Executive Officer (or his representative)
 - Two members of Outside Staff Management
- * three members elected by staff eligible for membership of the MEU
- * one member elected by staff eligible for membership of the AFMEPKIU

There shall be at least one deputy member for each group. In the case of elected members the proxy will be the person receiving the highest number of votes among the non elected candidates.

MEETINGS OF THE COMMITTEE

Meetings of the Committee will be—

- * fortnightly for the first three months after registration unless the Committee determines otherwise.
- * monthly for remaining life of the Agreement unless the Committee determines otherwise.
- * within three working days of a request for a meeting made by at least one third of the members of the Committee.

Unless otherwise determined by the Committee the meetings will be held in ordinary working hours and shall be limited to two hours duration.

The Committee shall determine its own procedures subject to the further provisions of this clause. Meetings shall be open to all members of the staff unless the Committee determines otherwise. Others may attend meetings by invitation.

RESPONSIBILITIES OF THE COMMITTEE

The Committee will operate and all decisions resolved will be by consensus and will be responsible for—

- * monitoring the progress of all matters relating to the implementation of the Agreement.
- * ensuring that satisfactory progress is made in relation to all matters requiring development in the life of the Agreement.

- * initial consideration of any matter to be raised under the flexibility provisions of this Agreement before it is referred back to the Single Bargaining Unit for ratification.

- * initial consideration of issues raised by management in areas such as proposed changes including technology, work place reform and staffing levels.

- * initial consideration of matters raised by the staff relating to changes in work practices and issues which can not be resolved at the local level.

- * any matters that have been reserved under the terms of the Agreement.

To achieve its objectives the Committee shall be able to form working groups that include members of staff who are not members of the Committee.

As appropriate the Committee shall be able to call for specialist advice and reports derived from the City's resources. Those requests will be referred to the Chief Executive Officer for approval.

ELECTION OF REPRESENTATIVES

The election of members to the Committee shall in the first instant be conducted by the respective union groups.

SECRETARIAT

A secretary will be appointed to the Committee by the City to record minutes of the meetings, provide typing and photocopying services and attend to all of the arrangements for meetings of the Committee.

The Secretary will not be a member of the Committee.

AGENDA

Other than those matters that arise directly from the Agreement agenda items by members of the Committee at least one week in advance of the meeting and distributed to all members immediately after the closure of the agenda.

Nothing in this clause prevents the Committee from considering a matter submitted and accepted as urgent.

MINUTES

The minutes of the meetings will be distributed as soon as practicable after meetings. Distribution will be

- * to all members and deputy members of the Committee
- * to work sites agreed by the Committee to provide the opportunity for staff and management to read them

CONDUCT OF MEETINGS

The Committee shall elect from its number a person to chair the meetings. The position of chair shall alternate between management and staff representatives at intervals no longer than six months.

PREPARATION FOR MEETINGS

All members of the Committee are expected to prepare for meetings and where necessary (in consultation and agreement with Management) will be provided with reasonable time during normal working hours to research and to prepare for meetings.

APPENDIX 'H'

STAFF ENHANCEMENT—HIGHER ACADEMIC QUALIFICATIONS

The following procedure is presented as a guide to the granting of financial assistance to the City's employees in the acquisition of education (general, tertiary and profession skills and qualifications).

Such assistance is extended at the discretion of the Executive Management Committee (EXCOM) and is not an employee's right.

In the determination of such requests for assistance the following will be noted—

- i Benefit to the City

The Course of Study being undertaken must have demonstrative benefits or potential future benefits for the City which are applicable to the employee's present area of work.

ii Commitment of Employees

Assistance will only be given for subjects passed, on a recoup basis. Applications for assistance must be made before the start of that study semester. Notification of application status to be provided to the employee within one (1) month of receipt of application.

iii Loyalty Clause

The City, in providing such assistance, expects to gain from the newly acquired skills and knowledge, so requires continuing employment for a period of one (1) year after the passing of each subject on which assistance has been given. Failure to adhere to this clause will result in the employee having to refund to the city the amount given as assistance for that subject.

iv Acceptable Educational Standards

Assistance will only be given to educational courses offered by institutions with an accreditation level acceptable to the City.

v Level of Assistance

The assistance provided under this policy is limited to subject fees only (including HECS) to a maximum of \$500, inclusive of Fringe Benefit Tax, per employee per semester.

Fringe Benefit Tax (FBT) is applicable in the provision of such assistance, that FBT paid by the City, shall form part of the assistance offered under this policy and be included in the calculation of the maximum level offered.

Student Guild fees, parking and book expenses are the responsibility of the student and do not qualify for assistance under this policy. Applications can be made yearly or by semester but must be made before the commencement of the semester.

vi Award Provisions

The granting of assistance under this policy does not equate to, nor should be taken as, the granting of Study Leave and Tuition Fees for approved courses under Section 52 (a) (b) and (c) of the Local Government Officers (Western Australia) Award 1988 (Federal).

vii Examination and Study Leave

Where an employee has to attend an examination held during normal hours for a subject receiving assistance under this Policy, paid leave will be granted, to the maximum of one day per subject per semester to a maximum of two (2) days per person per semester.

Study Leave to be taken immediately prior to an examination may be allowed on application to the Chief Executive Officer but only to the maximum of one day per subject per semester to a maximum of two (2) days per person per semester.

viii Post Graduate Degrees

Where an application for assistance under this policy is made for Post Graduate Studies the applicant must be in a corporate/technical position or level that allows the immediate use of these new skills and knowledge gained.

ix Negotiated Salaries

Nothing in this policy restricts an eligible officer from negotiating assistance towards education at such levels as desired as part of his/her total remuneration package.

x Delegated Powers

Council delegates to the Chief Executive Officer those powers to deal with applications made to the Executive Committee (EXCOM) in accordance with this Policy.

xi Reports to Council

The Chief Executive Officer is to submit to Council a summary report, detailing assistance provided in relation to this Policy, annually in September.

APPENDIX 'J'

WORKSHOP STAFF WAGE STRUCTURE

| Level | Rate (@ 1/12/97) | 1/11/96 Pre- Payment | 1/12/97 1st Payment | 15/12/97 2nd Payment | After 1/7/98 3rd Payment |
|-------|---------------------|----------------------------|---------------------------|----------------------------|-----------------------------------|
| C10 | \$451.20 | \$10 | \$20 | \$10 | \$20 |
| C9 | \$472.10 | \$10 | \$20 | \$10 | \$20 |
| C8 | \$492.90 | \$10 | \$20 | \$10 | \$20 |
| C7 | \$513.80 | \$10 | \$20 | \$10 | \$20 |

COASTAL CONTRACTORS INDUSTRIAL AGREEMENT.

No. AG 341 of 1997.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Western Australian Builders' Labourers, Painters and Plasterers Union of Workers and the Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch

and

Coastal Contractors Pty Ltd.

No. AG 341 of 1997.

Coastal Contractors Industrial Agreement.

COMMISSIONER P E SCOTT.

10 February 1998.

Order.

HAVING heard Mr G Giffard on behalf of the Applicant and there being no appearance on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Coastal Contractors Industrial Agreement in the terms of the following schedule be registered on the 15th day of January 1998.

(Sgd.) P.E. SCOTT,

[L.S.]

Commissioner.

WAGE AGREEMENT

Schedule.

1.—TITLE

This Agreement will be known as the Coastal Contractors Industrial Agreement.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Area and Parties Bound
4. Application
5. Duration
6. Dispute Settlement Procedure
7. Single Enterprise
8. Relationship with Awards
9. Enterprise Agreement
10. Wage Increase
11. Site Allowance
12. Industry Standards
13. Clothing and Footwear
14. Training Allowance, Training Leave, Recognition of Prior Learning
15. Seniority
16. Sick Leave
17. Pyramid Sub-Contracting
18. Fares and Travelling

19. Drug and Alcohol, Safety and Rehabilitation Program
20. No Extra Claims
 - Appendix A—Wage Rates
 - Appendix B—Drug and Alcohol, Safety and Rehabilitation Program
 - Appendix C—Site Allowance

3.—AREA AND PARTIES BOUND

This is an Agreement between The Western Australian Builder's Labourers, Painters, & Plasterers Union of Workers and the Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch (hereinafter referred to as the "Unions") and Coastal Contractors Pty Ltd (hereinafter referred to as the "Company") in the State of Western Australia.

4.—APPLICATION

This Agreement shall be binding upon the Company, the Union, its officers and members, and any person eligible to be a member of the Unions employed by the Company on work covered by the terms of the Building Trades (Construction) Award 1987, No. 14 of 1978 (the "Award"). There are approximately 7 employees covered by this agreement.

5.—DURATION

This Agreement shall commence from the first pay period on or after the date of signing and shall continue in effect until 31 October 1999.

The parties agree to commence discussion on the terms and conditions of any future agreement three calendar months prior to the expiration of this Agreement.

6.—DISPUTE SETTLEMENT PROCEDURE

In relation to any questions, disputes or difficulties arising out of the operation of this Agreement the dispute settlement procedure that shall apply shall be in the same terms as that outlined in Clause 46 Settlement of Disputes of the Award.

7.—SINGLE ENTERPRISE

It is agreed that this Agreement applies in respect of a single enterprise as defined in Clause 41A(2) of the WA Industrial Relations Act 1979, as amended (the "Act").

8.—RELATIONSHIP WITH AWARDS

This Agreement shall be read wholly in conjunction with the Award. Where this Agreement is silent on rates of pay and other matters pertaining to the employment relationship, the Award shall apply. Where there is conflict between the rates of pay, conditions, allowances and other matters in this Agreement and the Awards the higher rate shall apply.

9.—ENTERPRISE AGREEMENT

It is agreed that in the event of the Unions and the Company agreeing on the terms of a comprehensive enterprise agreement, this Agreement may be terminated in accordance with the requirements of the Act.

10.—WAGE INCREASE

This Agreement provides for increases in the hourly rate and allowances resulting in the wage rates in the Appendix A—Wage Rates.

11.—SITE ALLOWANCE

This Agreement provides for site allowances as per Appendix C—Site Allowance.

12.—INDUSTRY STANDARDS

1. Redundancy

It is a term of this Agreement that the Company will immediately increase its payments to \$45 per week per employee into the Western Australian Construction Industry Redundancy Fund and then will increase this to \$50 per week per employee on 1 August 1998.

2. Superannuation

The Company will immediately increase its level of payment into the Construction + Building Unions Superannuation Scheme to \$60 per week per employee.

3. Apprentice Rates

The Company agrees to maintain a ratio of no more than four tradespeople to one apprentice employed.

13.—CLOTHING AND FOOTWEAR

1. The following items will be supplied to each employee by the Company, upon the completion of five working days.

- (a) 1 pair safety boots, and will be replaced on a fair wear and tear basis.
- (b) 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- (c) 1 bluey jacket for each employee employed during the period 1 April to 31 October. (One issued per year)

2. The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

14.—TRAINING ALLOWANCE, TRAINING LEAVE, RECOGNITION OF PRIOR LEARNING

1. A training allowance of \$12.00 per week per worker shall be paid by the employer to the Union Education and Training Fund.

2. Subject to all qualifications in this clause, an employee shall, upon application in writing to and with approval of the employer, be granted leave with pay each calendar year pro-rata to attend courses conducted or approved by the NBCITC. The employers approval shall not be unreasonably withheld.

The application for leave shall be given to the employer at least two weeks in advance of the date of commencement of the course.

The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave where an employee is otherwise entitled.

An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than—

- course fees
- course books and materials
- payment of ordinary time earnings for such absence.

For the purpose of this clause ordinary time earnings shall be defined as the agreement classification rate.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

3. The employer will actively encourage employees to seek formal recognition of their skills (recognition of prior learning), and will allow leave as per (2) above for such purposes including but not limited to securing Tradesmen's Rights Certificates.

15.—SENIORITY

1. The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

2. When applying the "first on last off" principle it is agreed subject to the caveat of "all things being equal", it is intended to apply on a state basis rather than a site by site basis.

3. It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 6—Dispute Settlement Procedure.

4. An employee who has been retrenched by the Company shall have absolute preference and priority for re-employment/re-engagement by the Company. Where an employee is re-engaged within a period of six months the employee shall maintain continuity of service and all accrued entitlements with the Company.

16.—SICK LEAVE

For sick leave accrued after the date of signing this agreement the following will apply—

- (a) The Company's employees shall have the option of converting 100% of accrued sick leave entitlement to a cash payment on termination.
- (b) If an employee who has been terminated by the Company without exercising the above option is re-engaged within a period of six months, the unpaid balance of sick leave shall continue from the date of re-engagement.

17.—PYRAMID SUB-CONTRACTING

1. "Pyramid Sub-Contracting" is defined as the practice of a sub-contractor, to whom a sub-contract is originally awarded, sub-letting that contract or part thereof to another sub-contractor.

2. Provided that where a sub-contractor does not have the technical capacity to handle a specialist section of the contract and intends to engage a specialist sub-contractor to perform that work, that section may be re-let to a specialist sub-contractor.

3. Further provided that when a sub-contract is let for labour and material, a labour-only sub-contract may be let by the sub-contractor, but it is unacceptable as a principle for further labour-only sub-contracts to be re-let.

4. A bona fide sub-contractor is generally an employer of labour, save for a machine owner operator.

5. Where a disagreement arises in relation to the definition or application of the term "Pyramid Sub-Contracting" the parties shall discuss and determine the issue in accordance with the agreement dispute resolution procedure. In any event of a disagreement, the matter shall be negotiated further between the parties or referred to the Western Australian Industrial Relations Commission. Whilst these procedures are undertaken no industrial action shall occur.

18.—FARES AND TRAVELLING

In addition to Clause 12A of the award a travel payment shall be made in the form of a daily payment (on days worked) of \$6.15 per day per employee.

19.—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

The parties are committed to the Drug and Alcohol, Safety and Rehabilitation program as outlined in Appendix B—Drug and Alcohol, Safety and Rehabilitation Program.

20.—NO EXTRA CLAIMS

The Union will make no further claims on the Company over conditions set out in this Agreement for the life of the Agreement. However the Union reserves the right to raise the unforeseen matters. The Company agrees to insure the employees for sickness and accident cover. The terms of the policy will be agreed between the Company and the Union.

Signed for and on behalf of—

The Unions: **BLPPU**

Signed **Common Seal**

Date: 18/11/97

Signed

WITNESS

CMETU

Signed **Common Seal**

Date: 18/11/97

Signed

WITNESS

The Company: **Common Seal**

Signed

Date: 1/11/97

ASHLEY LYON

.....

PRINT NAME

Signed

WITNESS

APPENDIX A—WAGE RATES

| | Date of Signing 1998 | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|------------------|----------------------|-----------------|----------------|-----------------|----------------|
| | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ |
| Labourer Group 1 | 15.56 | 16.01 | 16.47 | 16.92 | 17.15 |
| Labourer Group 2 | 15.03 | 15.47 | 15.90 | 16.34 | 16.56 |
| Labourer Group 3 | 14.63 | 15.05 | 15.48 | 15.90 | 16.12 |
| Plaster, Fixer | 16.17 | 16.64 | 17.11 | 17.58 | 17.82 |
| Painter, Glazier | 15.81 | 16.27 | 16.73 | 17.19 | 17.42 |
| Signwriter | 16.15 | 16.62 | 17.09 | 17.56 | 17.80 |
| Carpenter | 16.27 | 16.75 | 17.22 | 17.70 | 17.93 |
| Bricklayer | 16.11 | 16.58 | 17.05 | 17.52 | 17.75 |

| | Date of Signing 1998 | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|-----------------------|----------------------|-----------------|----------------|-----------------|----------------|
| | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ |
| Refractory Bricklayer | 18.50 | 19.04 | 19.58 | 20.12 | 20.38 |
| Stonemason | 16.27 | 16.75 | 17.22 | 17.70 | 17.93 |
| Roofitler | 15.99 | 16.45 | 16.92 | 17.38 | 17.62 |
| Marker/Setter Out | 16.75 | 17.24 | 17.72 | 18.21 | 18.46 |
| Special Class T | 16.96 | 17.46 | 17.95 | 18.45 | 18.69 |

APPRENTICE RATES

| | Date of Signing 1998 | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|-------------------------|----------------------|-----------------|----------------|-----------------|----------------|
| | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ |
| Plasterer, Fixer | | | | | |
| Yr 1 | 6.79 | 6.99 | 7.18 | 7.38 | 7.48 |
| Yr 2 (1/3) | 8.90 | 9.16 | 9.42 | 9.68 | 9.81 |
| Yr 3 (2/3) | 12.13 | 12.49 | 12.84 | 13.19 | 13.37 |
| Yr 4 (3/3) | 14.23 | 14.65 | 15.06 | 15.48 | 15.69 |
| Painter, Glazier | | | | | |
| Yr 1 (.5/3/5) | 6.64 | 6.84 | 7.03 | 7.22 | 7.32 |
| Yr 2 (1/3), (1.5/3.5) | 8.70 | 8.95 | 9.20 | 9.45 | 9.58 |
| Yr 3 (2/3), (2.5/3.5) | 11.86 | 12.20 | 12.55 | 12.89 | 13.06 |
| Yr 4 (3/3), (3.5/3.5) | 13.92 | 14.32 | 14.73 | 15.13 | 15.33 |
| Signwriter | | | | | |
| Yr 1 (.5/3/5) | 6.79 | 6.99 | 7.18 | 7.38 | 7.48 |
| Yr 2 (1/3, 1.5/3.5) | 8.88 | 9.14 | 9.40 | 9.65 | 9.78 |
| Yr 3 (2/3, 2.5/3.5) | 12.11 | 12.47 | 12.82 | 13.17 | 13.35 |
| Yr 4 (3/3, 3.5/3.5) | 14.21 | 14.63 | 15.04 | 15.46 | 15.66 |
| Carpenter | | | | | |
| Yr 1 | 6.84 | 7.04 | 7.24 | 7.44 | 7.54 |
| Yr 2 (1/3) | 8.95 | 9.21 | 9.47 | 9.73 | 9.86 |
| Yr 3 (2/3) | 12.21 | 12.56 | 12.92 | 13.27 | 13.45 |
| Yr 4 (3/3) | 14.32 | 14.73 | 15.15 | 15.57 | 15.78 |
| Bricklayer | | | | | |
| Yr 1 | 6.77 | 6.96 | 7.16 | 7.36 | 7.46 |
| Yr 2 (1/3) | 8.86 | 9.12 | 9.37 | 9.63 | 9.76 |
| Yr 3 (2/3) | 12.08 | 12.43 | 12.79 | 13.14 | 13.31 |
| Yr 4 (3/3) | 14.17 | 14.59 | 15.00 | 15.41 | 15.62 |
| Stonemason | | | | | |
| Yr 1 | 6.84 | 7.04 | 7.24 | 7.44 | 7.54 |
| Yr 2 (1/3) | 8.95 | 9.21 | 9.47 | 9.73 | 9.86 |
| Yr 3 (2/3) | 12.21 | 12.56 | 12.92 | 13.27 | 13.45 |
| Yr 4 (3/3) | 14.32 | 14.73 | 15.15 | 15.57 | 15.78 |
| Roofitler | | | | | |
| 6 months | 9.12 | 9.38 | 9.65 | 9.91 | 10.04 |
| 2nd 6 months | 10.02 | 10.31 | 10.61 | 10.90 | 11.04 |
| Yr 2 | 11.71 | 12.05 | 12.39 | 12.73 | 12.90 |
| Yr 3 | 13.74 | 14.14 | 14.54 | 14.94 | 15.14 |

APPENDIX B—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

1. PRINCIPLE

People dangerously affected by alcohol, and/or drugs are a safety hazard to themselves and all other persons in the workplace.

2. FOCUS

- Site safety and the involvement of the site safety committee
- Peer intervention and support
- Rehabilitation

3. WORKPLACE POLICY

a) A person who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.

b) The decision on a persons ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/employer representatives.

c) There will be no payment of lost time to a person unable to work in a safe manner.

d) If this happens 3 times the worker shall be given a written warning and made aware of the availability of treatment/counselling. If the worker refuses help he/she may be transferred/dismitted the next time he/she is dangerously affected.

e) For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.

f) A worker having problems with alcohol and or other drugs—

- Will not be sacked if he/she is willing to get help.

- Must undertake and continue with the recommended treatment to maintain the protection of this program.
- Will be entitled to sick leave or leave without pay while attending treatment.

4. IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will—

- Clearly state its endorsement of the BTG Drug and Alcohol program and comply with it.
- Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Program to address a meeting of employees to discuss and endorse the program.
- Authorise the attendance of appropriate company personnel eg. Safety delegate/officer, safety committee members, union delegate, consultative committee members(s) at the two hour BTG Drug and Safety in the Workplace training course.

APPENDIX C—SITE ALLOWANCE

1. This agreement is between the parties to this agreement and shall apply to construction work undertaken by principal contractors who are engaged in the commercial/industrial sector of the building industry in the state of Western Australia within a 50km radius of the Perth General Post Office.

2. This agreement provides for a site allowance to be paid to employees engaged on particular building projects, and for such site allowance to be paid in addition to the wage rates and allowances prescribed by the award as well as any industrial or certified agreements made in conjunction with the award which does not prescribe a site allowance.

3. The site allowance payable under this agreement is to be paid at a flat rate per hour for all hours worked to compensate for all special factors/disabilities on the project and in lieu of all award special rates, with the exception of rates relating to the lifting of heavy blocks, cleaning down brickwork and the use of explosive powered tools which will be payable to an employee when he/she encounters that particular disability.

4. Site Allowance Formula

At the commencement of a project the particular site allowance to apply shall be determined in accordance with the following formula—

4.1 Projects Located Within Perth C.B.D. (as defined)

New Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.80 |
| Above \$2.1m to \$4.4m | \$2.15 |
| Over \$4.4m | \$2.75 |

Renovations, Restorations and/or Refurbishment Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.60 |
| Above \$2.1m to \$4.4m | \$1.80 |
| Over \$4.4m | \$2.35 |

4.2 Projects Located Within West Perth (as defined)

New Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.60 |
| Above \$2.1m to \$4.4m | \$1.80 |
| Over \$4.4m | \$2.35 |

Renovations, Restorations and/or Refurbishment Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.50 |
| Above \$2.1m to \$4.4m | \$1.70 |
| Over \$4.4m | \$1.95 |

The site allowance on projects which are a combination of new and renovation work shall be governed by the majority of work involved. For example, where

the majority of work is new work, then the site allowance appropriate to new work shall be paid for all employees on the project.

4.3 Projects within 50 km radius of Perth G.P.O. but not including the C.B.D. or West Perth (as defined)

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$1m | NIL |
| Above \$1m to \$2.1m | \$1.20 |
| Above \$2.1m to \$5.8m | \$1.50 |
| Above \$5.8m to \$11.6m | \$1.75 |
| Above \$11.6m to \$23.6m | \$1.95 |
| Above \$23.6m to \$58.6m | \$2.25 |
| Over \$58.6m | \$2.45 |

“**C.B.D.**”—Central Business District shall mean the area bounded by the Swan River South, Swan River East to Nile Street running into Wittenoom Street, Hill Street to Royal Street, Royal Street to Lord Street, Lord Street to Newcastle Street, along Newcastle Street to the Freeway, the Freeway South to the Perth Fremantle railway line, along the Perth-Fremantle railway line to Dyer Street, Dyer Street through to Havelock Street, Havelock Street to Kings Park Road, Kings Park Road to Fraser Avenue, Fraser Avenue projected through to the Swan River.

“**West Perth**”—shall mean the area contained within the boundaries formed by Thomas Street, Kings Park Road, Havelock Street, Dyer Street and the Perth-Fremantle railway line back to Thomas Street.

Boundary roads: If a road borders between two regions in which site allowances are to be paid as per this agreement, the parties confirm that one side of such a boundary road will be deemed to fall in one region and the other side of the boundary road will be deemed to fall in the other region. For example, the eastern side of Havelock Street will be in the “CBD” and the western side of Havelock Street shall be in “West Perth”.

“**Project Contractual Value**”—shall be deemed to mean the value of all tendered work which falls under the scope of the principal contractor’s contract.

5. The site/project allowance and project contractual value detailed in this agreement shall be adjusted on 1 October each year by the total C.P.I. movements for Perth during the preceding four quarters ending 30 June and accordingly, the site allowance amounts shall be adjusted up or down to the nearest five cents.

6. Project contractual values shall be subject to review at any renewal of this agreement, but in any event shall not be adjusted by a percentage less than the total CPI movements for Perth during the preceding four quarters ending 30 June. Such adjustment being to the nearest \$10,000.

7. The agreed site allowance once set pursuant to this agreement shall be recorded in a site agreement to which the applicable principal contractor and the Union will be signatories. The level of allowance once nominated at the commencement of the project will continue without change until completion of the project.

8. It is acknowledged that on certain projects a site agreement may be entered into between the principal contractor and the building trades group of unions for that project that may include matters regularly addressed within the industry, such as, but not limited to, the following—

- Disputes Procedures
- Occupational Health and Safety Procedures
- Demarcation Procedures
- First Aid Provisions and On-Site Amenities

and the unions will not unreasonably refuse to continue to discuss such matters if raised by the principal contractor.

9. This agreement does not apply to resource development projects or civil and engineering projects.

10. Where a dispute arises as to the application of the terms of this agreement, if the issue cannot be resolved in discussions between the parties, it is agreed that the matter will be referred to the appropriate industrial tribunal for resolution without recourse to industrial action.

11. It is a term of this agreement that all site allowance agreements entered into prior to this date will be honoured by all

parties and will continue to apply for the life of the particular project.

12. Where because of a condition of contract the principal contractor is required not to allow for a site allowance, before final application of this agreement, discussions will be held between the parties with a view to resolving any problems that may arise as a result of this situation.

13. This agreement shall only apply to building contracts entered into on or after 1 October, 1995.

—————

**CAWSE NICKEL PROJECT CONSTRUCTION
AGREEMENT 1997-1998.
No. AG 345 of 1997.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

CBI Constructors Pty Ltd and Others

and

The Automotive, Food, Metals, Engineering, Printing and
Kindred Industries Union of Workers—Western Australia
Branch and Others.

No. AG 345 of 1997.

Cawse Nickel Project Construction Agreement 1997-1998.

CHIEF COMMISSIONER W.S. COLEMAN.

19 February 1998.

Order.

HAVING heard Mr K. Dwyer on behalf of the Applicant and Mr G. Sturman on behalf of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers—Western Australia Branch, Mr L. McLaughlan on behalf of the Communication, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Western Australian Branch, and Mr G. Giffard on behalf of the Builders' Labourers, Painters and Plasterers Union of Workers, Western Australian Branch and The Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia, Western Australian Branch and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT Cawse Nickel Project Construction Agreement 1997-1998 attached hereto be and is hereby registered as an industrial agreement and shall operate on and from the 27th day of January 1997.

(Sgd.) W.S. COLEMAN,
Chief Commissioner.

[L.S.]

—————

Schedule.

ARRANGEMENT

SECTION ONE—INTRODUCTION

1.1 TITLE

1.2 OBJECTIVES

**SECTION TWO—ADMINISTRATION OF THE
AGREEMENT**

2.1 AREA and SCOPE

2.2 PARTIES

2.3 GENERAL CONDITIONS OF EMPLOYMENT

2.4 TERMS and DATE OF OPERATION

2.5 NO EXTRA CLAIMS

SECTION THREE—PROJECT PROCEDURES

3.1 RESOLUTION OF DISPUTES PROCEDURE

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**SECTION FOUR—WAGE RATES AND
EMPLOYMENT CONDITIONS**

4.1 SITE ALLOWANCE

4.2 SPECIAL PRODUCTIVITY INCENTIVE PAYMENT

4.3 REST and RECREATION LEAVE

4.4 JOURNEY COVER INSURANCE

4.5 TRAVEL ALLOWANCE

4.6 REFRACTORY BRICKLAYERS APPENDIX

4.7 SAFETY FOOTWEAR and CLOTHING

4.8 SHIFT WORK

4.9 WAGE RATES

SCHEDULE ONE—EMPLOYER PARTIES

SCHEDULE TWO—SIGNATORIES TO THE AGREEMENT

SECTION ONE—INTRODUCTION

1.1 TITLE

This agreement shall be known as the Cawse Nickel Project Construction Agreement 1997-1998.

1.2 OBJECTIVES

This agreement is designed to enable the employers, their employees and their union(s) to co-operate with the objective of ensuring a safe, successful and timely completion of work on the project.

All parties are committed to create and maintain a co-operative and productive relationship between management and employees.

Consistent with this agreement's objectives, the parties to this agreement are committed to exhausting to finality the procedures outlined in this agreement to resolve issues, difficulties and questions.

The rates and conditions provided for in this agreement are provided on the basis of a continued commitment from all parties to the provisions of this agreement.

**SECTION TWO—ADMINISTRATION OF THE
AGREEMENT**

2.1 AREA AND SCOPE

This agreement shall apply to the employers listed in Schedule 1 of this agreement with respect to employees engaged full-time onsite on the Cawse Nickel Construction Project and employed in accordance with the terms and conditions of the following awards—

- *Metal Trades (General) Award 1966—Part II No. 13 of 1965*
- *Engine Drivers (Building and Steel) Construction Award No. 20 of 1973*
- *Electrical Contracting Industry Award R22 of 1978*
- *Building Trades (Construction) Award 1987*

At the date of signing this agreement covered approximately 200 employees.

2.2 PARTIES

The parties to this agreement are the employers listed in Schedule 1 of this agreement and the following unions—

- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers, Western Australian Branch
- Communication, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Western Australian Branch
- Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia, Western Australian Branch
- The Western Australian Builders, Labourers, Painters and Plasterers Union of Workers of Western Australia.

2.3 GENERAL CONDITIONS OF EMPLOYMENT

Except as provided in this agreement, the terms and conditions of employment of each employee covered by this agreement shall be as prescribed in the award by which the employee would be bound if not for this agreement and where the provisions of such award are inconsistent with the provisions of this agreement the provisions of this agreement shall prevail.

2.4 TERMS AND DATE OF OPERATION

This agreement shall apply from the date of signing, provided however, that unless otherwise provided in the terms of this agreement, the provisions shall be operative on and from 30 July 1997, or date of commencement of employment, but no earlier than 30 July 1997, for employees engaged on the project on 24 September 1997.

This agreement shall remain in force until completion of commissioning of the plant which is anticipated to be no earlier than 30 July 1998.

2.5 NO EXTRA CLAIMS

A condition of this agreement is that the unions and their members party to this agreement will make no further claims on the project with respect to rates of pay, terms and conditions of employment during the life of this agreement.

The package of rates and conditions contained in this agreement are recognised by the parties as covering all circumstances and disabilities of construction work covered by this agreement from commencement through all phases to completion of commissioning of the plant.

The following matters are the only exceptions to the provisions of this no extra claims clause and a liberty to apply to the Industrial Relations Commission is reserved in respect to these matters—

- 2.5.1 Specialised coded welding allowances should this type of specialised coded welding arise on the project.
- 2.5.2 Whilst the disabilities associated with confined space are covered by the payment of the site allowance, in relation to employees undertaking rubber lining work in tanks, a liberty to apply to the Industrial Relations Commission with respect to the level of disability allowance is allowed, provided that the conditions arising are extreme and are in excess of those identified in the confined space clause in the *Metal Trades Award*.

SECTION THREE—PROJECT PROCEDURES

3.1 RESOLUTION OF DISPUTES PROCEDURE

The parties to this agreement undertake to eliminate industrial disputation by strict adherence to the following procedure—

- 3.1.1 Where a question, dispute or difficulty arises, the employee concerned and/or their Shop Steward shall initially discuss the matter with their immediate supervisor.
- 3.1.2 If the question, dispute or difficulty is still unresolved by the discussion referred to in subclause (3.1.1) hereof, the employee together with and/or their Shop Steward and their supervisor shall discuss and attempt to resolve the dispute with the Contractor's Site Manager.
- 3.1.3 Where the foregoing discussions fail to resolve the matter of concern, it shall be referred to a Senior Management representative of the contractor and the relevant union organiser, at which stage the parties shall then initiate steps to resolve the grievance as soon as possible.
- 3.1.4 While the steps in subclause (3.1.1), (3.1.2) and (3.1.3) hereof are being followed, industrial action shall not be taken.
- 3.1.5 If the question, dispute or difficulty remains unresolved, either party may refer the matter to the Western Australian Industrial Relations Commission (the Commission), provided that any party reserves the right to refer an issue to the Commission at any time.

Provided further that persons involved in the question dispute or difficulty confer among themselves and make reasonable attempts to resolve questions disputes or difficulties before taking those matters to the Commission.

- 3.1.6 The parties shall give each other the earliest possible advice of any problem which may give rise to a grievance or dispute.
- 3.1.7 At all stages of this process, the emphasis shall be on a negotiated settlement at the project work site level.

3.2 WORKFORCE MEETINGS

Where practicable 24 hours notice of union workforce meetings shall be given to the employer by the relevant full-time union official. Where such meetings are convened to discuss union matters or other issues they shall occur at the most convenient time for programming of work ie. Prior to commencement of work, shift breaks, lunch time or smoko, etc.

SECTION FOUR—WAGE RATES AND EMPLOYMENT CONDITIONS

4.1 SITE ALLOWANCE

A site allowance of \$3.20 per each hour worked shall be paid in recognition of all disabilities associated in carrying out construction and commissioning work on the project and such payment shall be in lieu of all prescribed disability allowances which otherwise may have applied.

4.2 SPECIAL PRODUCTIVITY INCENTIVE PAYMENT

In recognition of the emphasis in this agreement on effective dispute resolution procedures, each employee shall accrue a flat payment of \$75.00 per complete calendar week of service as a special productivity incentive payment.

This payment shall not accrue in any week in which the employee is involved in, or engages in, or is prevented from working by, any form of industrial action, bans or limitations.

The accrual of the payment shall not be affected where the employee attends a meeting authorised in advance by the contractors management.

This payment shall accrue and be paid out on termination of the employees employment with the employer or at the conclusion of the employees work on the project.

4.3 REST AND RECREATION LEAVE

As from 20 October 1997, employees shall be entitled to rest and recreation leave after a period of seven (7) weeks service onsite. This shall be in lieu of the service requirements prescribed in the relevant award.

Whilst as provided by the relevant award, this entitlement shall be taken as soon as reasonably practicable, however, in special circumstances and by agreement with the employee and the employer, the return to the usual place of residence entitlements may be granted earlier or taken later than the prescribed date of accrual without alteration to the employees accrual entitlements.

4.4 JOURNEY COVER INSURANCE

As a term of this agreement, employees pursuant to this agreement shall be provided with journey cover insurance at no cost to themselves, if such insurance is not already in place with respect to the particular employee.

4.5 TRAVEL ALLOWANCE

An employee not otherwise entitled to paid travel time in accordance with the relevant award, shall be paid in accordance with the following.

If the employee lives more than eight hundred (800) metres from the job, the employee shall be provided with suitable transport to and from the job or be paid an allowance of \$10.20 per day, provided that where the time actually spent in travelling either to or from the job exceeds twenty (20) minutes that excess time shall be paid for at ordinary rates whether or not suitable transport is supplied by the employer.

Such travel time with respect to persons travelling to and from Kalgoorlie will be one (1) hours ordinary pay per day.

4.6 REFRACTORY BRICKLAYERS APPENDIX

This agreement does not disturb the continued operation of Appendix F—Refractory Bricklayers Appendix in the National Building and Construction Industry Award.

4.7 SAFETY FOOTWEAR AND CLOTHING

Employees engaged onsite as at the 20 October 1997 shall be entitled to the following after two (2) weeks employment on the project either before or after this date—

- Provision of one (1) bluey jacket to an employee after two (2) weeks service on the project where such service occurs between 1 May and 1 October 1998.
- Provision of two (2) sets of clothing.

- Provision of one (1) pair of safety boots to be replaced on a fair wear and tear basis. Footwear to be supplied as soon as reasonably practicable after commencement but not later than two (2) weeks.

In the case where an employee is transferred to the project and an issue of protective clothing and/or safety footwear has been previously made to the said employee, they will not be entitled to an issue on this project other than on a fair wear and tear basis provided the worn items are sighted by the employer as evidence.

4.8 SHIFT WORK

The employees covered by this Agreement will work shift work as required by their employer and the union(s) party to this Agreement will not place any bans, limitations or restrictions on the undertaking of such work.

For employees bound by the *Metal Trades (General) Award—Part II Construction* and the *Electrical Contracting Industry Award*, a flat loading of 25% of the ordinary rate shall apply for each hour worked beyond the ordinary hours on a night shift.

4.9 WAGE RATES

In lieu of the wage rates provided in the relevant award, the following weekly rates shall apply from the dates prescribed.

Any changes in award rates will not affect these agreed schedules.

METAL TRADES (GENERAL) AWARD—PART II CONSTRUCTION

| Metal Worker Classification | Weekly Rate as from 30 July 1997 \$ | Weekly Rate as from 1 Feb 1998 \$ | Weekly Rate as from 1 July 1998 \$ |
|---|-------------------------------------|-----------------------------------|------------------------------------|
| Instrument & Controls Tradesman | 722.23 | 743.90 | 766.22 |
| Instrument Tradesman Complex Systems | 661.37 | 681.22 | 701.65 |
| Instrument Tradesman Scientific Instrument Maker | 647.14 | 666.55 | 686.55 |
| Welder—Special Class | 636.17 | 655.26 | 674.92 |
| Welder | 625.46 | 644.23 | 663.55 |
| Electrician—Special Class | 661.37 | 681.22 | 701.65 |
| Electrician Fitter | 625.46 | 644.23 | 663.55 |
| Electrical Installer | 625.46 | 644.23 | 663.55 |
| Boilermaker | 625.46 | 644.23 | 663.55 |
| Tradesman the greater part of whose time is occupied in marking off and/or template marking | 630.76 | 649.68 | 669.17 |
| Mechanical Tradesman—Special Class | 661.37 | 681.22 | 701.65 |
| Tradesman | 625.46 | 644.23 | 663.55 |
| Pipefitter | 625.46 | 644.23 | 663.55 |
| Fitter—Refrigeration | 625.46 | 644.23 | 663.55 |
| Fitter—Window Frame | 625.46 | 644.23 | 663.55 |
| Motor Mechanic | 625.46 | 644.23 | 663.55 |
| Machinist—Engineering—First Class | 625.46 | 644.23 | 663.55 |
| —Second Class | 563.72 | 580.64 | 598.05 |
| Certificated Rigger or Scaffolder | 589.68 | 607.37 | 625.59 |
| Rigger or Scaffolder—Other | 574.31 | 591.54 | 609.28 |
| Tool & Material Storeman | 557.05 | 573.76 | 590.97 |
| Tradesman/s Assistant | 539.15 | 555.33 | 571.99 |
| Tradesman/s Assistant—Who from time to time use a Grinding Machine | 542.93 | 559.22 | 576.00 |
| Lagger—1st 6 mths experience | 538.02 | 554.16 | 570.78 |
| —2nd & 3rd 6 mths experience | 542.43 | 558.70 | 575.46 |

| Metal Worker Classification | Weekly Rate as from 30 July 1997 \$ | Weekly Rate as from 1 Feb 1998 \$ | Weekly Rate as from 1 July 1998 \$ |
|--------------------------------|-------------------------------------|-----------------------------------|------------------------------------|
| —4th & 5th 6 mths experience | 547.97 | 564.41 | 581.35 |
| Thereafter | 551.12 | 567.66 | 584.69 |
| Grinder using Portable machine | 548.10 | 564.54 | 581.48 |
| Crane Attendant & Dogman | 574.31 | 591.54 | 609.28 |
| Labourer | 512.95 | 528.33 | 544.18 |

NOTE: These rates are inclusive of base rates, supplementary payments, SNA and construction allowance but **DO NOT** include tool allowance, if applicable.

ELECTRICAL CONTRACTING INDUSTRY AWARD

| Classification | Weekly Rate as from 30 July 1997 \$ | Weekly Rate as from 1 Feb 1998 \$ | Weekly Rate as from 1 July 1998 \$ |
|--|-------------------------------------|-----------------------------------|------------------------------------|
| LEVEL 1 | | | |
| Electronics Tradesman | 750.08 | 772.58 | 795.76 |
| LEVEL 2 | | | |
| Electrician—Special Class | 676.49 | 696.79 | 717.69 |
| Instrument Fitter/Electrical Grade 2 | 686.20 | 706.78 | 727.98 |
| LEVEL 3 | | | |
| Electrical Installer | 646.00 | 665.38 | 685.34 |
| Electrical Fitter | 646.00 | 665.38 | 685.34 |
| Instrument Fitter/Electrical Grade 1 | 668.18 | 688.22 | 708.87 |
| Linesman Grade 1 (ie. with not less than 3 years experience as a Linesman) | 646.00 | 665.38 | 685.34 |
| Cable Joiner | 646.00 | 665.38 | 685.34 |
| LEVEL 4 | | | |
| Linesman Grade 2 (ie. with not less than 3 years experience as a Linesman) | 623.32 | 642.02 | 661.28 |
| LEVEL 5 | | | |
| Electrical Assistant | 554.53 | 571.16 | 588.30 |

NOTE: These rates are inclusive of base rates, SNA and construction allowance but do not include tool allowance, if applicable.

ENGINE DRIVERS BUILDING & STEEL CONSTRUCTION AWARD

| Classification | Weekly Rate as from 30 July 1997 \$ | Weekly Rate as from 1 Feb 1998 \$ | Weekly Rate as from 1 July 1998 \$ |
|----------------|-------------------------------------|-----------------------------------|------------------------------------|
| 0— 8 tonne | 593.61 | 611.19 | 629.29 |
| 8— 15 tonne | 606.61 | 624.58 | 643.08 |
| 15— 40 tonne | 617.66 | 635.96 | 654.81 |
| 40— 80 tonne | 626.37 | 644.93 | 664.05 |
| 80—100 tonne | 633.00 | 651.76 | 671.08 |
| 100—140 tonne | 642.88 | 661.94 | 681.56 |
| 140—180 tonne | 655.88 | 675.32 | 695.35 |
| 180—220 tonne | 673.30 | 693.27 | 713.84 |
| Over 220 tonne | 695.92 | 716.57 | 737.83 |
| Tower Crane | 647.82 | 667.02 | 686.80 |

NOTE: These rates include base rate, supplementary payments, industry allowance, special payment, SNA and lost time loading.

BUILDING TRADES (CONSTRUCTION) AWARD

| Classification | Weekly Rate | Weekly Rate | Weekly Rate |
|-----------------------|-------------------------------|-----------------------------|------------------------------|
| | as from 30 July 1997 \$ | as from 1 Feb 1998 \$ | as from 1 July 1998 \$ |
| Carpenter | 622.13 | 639.99 | 658.38 |
| Plasterer | 618.73 | 636.58 | 654.97 |
| Bricklayer | 616.66 | 634.52 | 652.91 |
| Painter/Glazier | 607.59 | 625.44 | 643.83 |
| * Builders Labourer 1 | 598.94 | 616.68 | 634.95 |
| * Builders Labourer 2 | 578.79 | 595.92 | 613.57 |
| * Builders Labourer 3 | 563.71 | 580.39 | 597.57 |

NOTE: These rates are inclusive of tool allowance, base rate, supplementary payment, industry allowance, special payment, SNA and lost time loading.

* These classifications are applicable to work on buildings.

SCHEDULE ONE—EMPLOYER PARTIES**EMPLOYERS**

| | |
|---------------------------------------|--------------------|
| CBI Constructors Pty Ltd | A.C.N. 000 512 411 |
| Fremantle Steel Fabrication | A.C.N. 008 895 074 |
| JR Engineering Services Pty Ltd | A.C.N. 009 173 040 |
| Pacific Industrial Company WA Pty Ltd | A.C.N. 008 895 154 |
| Webb Construction (WA) Pty Ltd | A.C.N. 076 897 982 |
| Western Construction Company | A.C.N. 009 105 631 |
| Ralph M Lee (WA) Pty Ltd | A.C.N. 000 983 700 |
| DTMT Construction Company | A.C.N. 009 017 332 |

**SCHEDULE TWO—SIGNATORIES TO THE AGREEMENT
EMPLOYERS****• CBI CONSTRUCTORS PTY LTD**

signed
Signature Date:28/11/1997 ACN: 000 512 411
Scott Gathercole
Name of person authorised to sign (print)
Address—

• FREMANTLE STEEL FABRICATION

signed
Signature Date:28/11/1997 ACN: 008 895 074
Vince D'amato
Name of person authorised to sign (print)
Address: Lot 500 Cutler Jandakot

• JR ENGINEERING SERVICES PTY LTD

signed
Signature Date:28/11/1997 ACN: 008 895 074
Alan Jardine
Name of person authorised to sign (print)
Address

• PACIFIC INDUSTRIAL COMPANY WA PTY LTD

signed
Signature Date:28/11/1997 ACN: 008 895 074
Dean Short
Name of person authorised to sign (print)
Address

• WEBB CONSTRUCTION (WA) PTY LTD

signed
Signature Date:28/11/1997 ACN: 008 895 074
Seamus Doolam
Name of person authorised to sign (print)
Address

• WESTERN CONSTRUCTION COMPANY

signed
Signature Date:28/11/1997 ACN: 008 895 074
J. Smith
Name of person authorised to sign (print)
Address

• RALPH LEE (WA) PTY LTD

signed
Signature Date:28/11/1997 ACN: 008 895 074

Name of person authorised to sign (print)
Address

• DTMT CONSTRUCTION COMPANY

signed
Signature Date:28/11/1997 ACN: 008 895 074
Ross Ismail
Name of person authorised to sign (print)
Address: 7 Rivers Street, Bibra Lake WA 6163

• THE AUTOMOTIVE, FOOD, METALS, ENGINEERING, PRINTING AND KINDRED INDUSTRIES UNION OF WORKERS—WESTERN AUSTRALIAN BRANCH

signed
Signature Date:14/11/1997
John Sharp-Collett—State Secretary
Position
Common Seal Afixed
Union Seal

• COMMUNICATION, ELECTRICAL, ELECTRONIC, ENERGY, INFORMATION, POSTAL, PLUMBING AND ALLIED WORKERS UNION OF AUSTRALIA, WESTERN AUSTRALIAN BRANCH

signed
Signature Date: 25/11/1997
State Secretary
Position
Common Seal Afixed
Union Seal

CONSTRUCTION, MINING, ENERGY, TIMBERYARDS, SAWMILLS AND WOODWORKERS UNION OF AUSTRALIA, WESTERN AUSTRALIAN BRANCH

signed
Signature Date: 25/11/1997
State Secretary
Position
Common Seal Afixed
Union Seal

• BUILDERS' LABOURERS, PAINTERS AND PLASTERERS UNION OF WORKERS, WESTERN AUSTRALIAN BRANCH

signed
Signature Date: 25/11/1997
Secretary
Position
Common Seal Afixed
Union Seal

THE EASTMONT INDUSTRIAL AGREEMENT.**No. AG 336 of 1997.**WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Western Australian Builders' Labourers, Painters and Plasterers Union of Workers and the Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch

and

Eastmont Holdings Pty Ltd.

No. AG 336 of 1997.

The Eastmont Industrial Agreement.

COMMISSIONER P E SCOTT.

10 February 1998.

Order.

HAVING heard Mr G Giffard on behalf of the Applicant and there being no appearance on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Eastmont Industrial Agreement in the terms of the following schedule be registered on the 15th day of January 1998.

(Sgd.) P. E. SCOTT,
Commissioner.

[L.S.]

WAGE AGREEMENT

Schedule.

1.—TITLE

This Agreement will be known as the Eastmont Industrial Agreement.

2.—ARRANGEMENT

1. Title
 2. Arrangement
 3. Area and Parties Bound
 4. Application
 5. Duration
 6. Dispute Settlement Procedure
 7. Single Enterprise
 8. Relationship with Awards
 9. Enterprise Agreement
 10. Wage Increase
 11. Site Allowance
 12. Industry Standards
 13. Clothing and Footwear
 14. Training Allowance, Training Leave, Recognition of Prior Learning
 15. Seniority
 16. Sick Leave
 17. Pyramid Sub-Contracting
 18. Fares and Travelling
 19. Drug and Alcohol, Safety and Rehabilitation Program
 20. No Extra Claims
- Appendix A—Wage Rates
Appendix B—Drug and Alcohol, Safety and Rehabilitation Program
Appendix C—Site Allowance

3.—AREA AND PARTIES BOUND

This is an Agreement between The Western Australian Builder's Labourers, Painters, & Plasterers Union of Workers and the Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch (hereinafter referred to as the "Unions") and Eastmont Holdings Pty Ltd (hereinafter referred to as the "Company") in the State of Western Australia.

4.—APPLICATION

This Agreement shall be binding upon the Company, the Union, its officers and members, and any person eligible to be a member of the Unions employed by the Company on work covered by the terms of the Building Trades (Construction) Award 1987, No. 14 of 1978 (the "Award"). There are approximately 6 employees covered by this agreement. The scope of work covered by this Agreement applies to Commercial and Housing construction work where more than four (4) dwellings are being constructed or on projects where the total value of the contract exceeds \$500,000.

5.—DURATION

This Agreement shall commence from the first pay period on or after the date of signing and shall continue in effect until 31 October 1999.

The parties agree to commence discussion on the terms and conditions of any future agreement three calendar months prior to the expiration of this Agreement.

6.—DISPUTE SETTLEMENT PROCEDURE

In relation to any questions, disputes or difficulties arising out of the operation of this Agreement the dispute settlement procedure that shall apply shall be in the same terms as that outlined in Clause 46 Settlement of Disputes of the Award.

7.—SINGLE ENTERPRISE

It is agreed that this Agreement applies in respect of a single enterprise as defined in Clause 41A(2) of the WA Industrial Relations Act 1979, as amended (the "Act").

8.—RELATIONSHIP WITH AWARDS

This Agreement shall be read wholly in conjunction with the Award. Where this Agreement is silent on rates of pay and other matters pertaining to the employment relationship, the Award shall apply. Where there is conflict between the rates of pay, conditions, allowances and other matters in this Agreement and the Awards the higher rate shall apply.

9.—ENTERPRISE AGREEMENT

It is agreed that in the event of the Unions and the Company agreeing on the terms of a comprehensive enterprise agreement, this Agreement may be terminated in accordance with the requirements of the Act.

10.—WAGE INCREASE

This Agreement provides for increases in the hourly rate and allowances resulting in the wage rates in the Appendix A—Wage Rates.

11.—SITE ALLOWANCE

This Agreement provides for site allowances as per Appendix C—Site Allowance.

12.—INDUSTRY STANDARDS

1. Redundancy

It is a term of this Agreement that the Company will immediately increase its payments to \$45 per week per employee into the Western Australian Construction Industry Redundancy Fund and then will increase this to \$50 per week per employee on 1 August 1998.

2. Superannuation

The Company will immediately increase its level of payment into the Construction + Building Unions Superannuation Scheme to \$60 per week per employee.

3. Apprentice Rates

The Company agrees to maintain a ratio of no more than four tradespeople to one apprentice employed.

13.—CLOTHING AND FOOTWEAR

1. The following items will be supplied to each employee by the Company, upon the completion of five working days.

- (a) 1 pair safety boots, and will be replaced on a fair wear and tear basis.
- (b) 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- (c) 1 bluey jacket for each employee employed during the period 1 April to 31 October. (One issued per year)

2. The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

14.—TRAINING ALLOWANCE, TRAINING LEAVE, RECOGNITION OF PRIOR LEARNING

1. A training allowance of \$12.00 per week per worker shall be paid by the employer to the Union Education and Training Fund.

2. Subject to all qualifications in this clause, an employee shall, upon application in writing to and with approval of the employer, be granted leave with pay each calendar year pro-rata to attend courses conducted or approved by the NBCITC. The employers approval shall not be unreasonably withheld.

The application for leave shall be given to the employer at least two weeks in advance of the date of commencement of the course.

The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave where an employee is otherwise entitled.

An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than—

- course fees
- course books and materials
- payment of ordinary time earnings for such absence.

For the purpose of this clause ordinary time earnings shall be defined as the agreement classification rate.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

3. The employer will actively encourage employees to seek formal recognition of their skills (recognition of prior learning), and will allow leave as per (2) above for such purposes including but not limited to securing Tradesmen's Rights Certificates.

15.—SENIORITY

1. The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

2. When applying the "first on last off" principle it is agreed subject to the caveat of "all things being equal", it is intended to apply on a state basis rather than a site by site basis.

3. It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 6—Dispute Settlement Procedure.

4. An employee who has been retrenched by the Company shall have absolute preference and priority for re-employment/re-engagement by the Company. Where an employee is re-engaged within a period of six months the employee shall maintain continuity of service and all accrued entitlements with the Company.

16.—SICK LEAVE

For sick leave accrued after the date of signing this agreement the following will apply—

- (a) The Company's employees shall have the option of converting 100% of accrued sick leave entitlement to a cash payment on termination.
- (b) If an employee who has been terminated by the Company without exercising the above option is re-engaged within a period of six months, the unpaid balance of sick leave shall continue from the date of re-engagement.

17.—PYRAMID SUB-CONTRACTING

1. "Pyramid Sub-Contracting" is defined as the practice of a sub-contractor, to whom a sub-contract is originally awarded, sub-letting that contract or part thereof to another sub-contractor.

2. Provided that where a sub-contractor does not have the technical capacity to handle a specialist section of the contract and intends to engage a specialist sub-contractor to perform that work, that section may be re-let to a specialist sub-contractor.

3. Further provided that when a sub-contract is let for labour and material, a labour-only sub-contract may be let by the sub-contractor, but it is unacceptable as a principle for further labour-only sub-contracts to be re-let.

4. A bona fide sub-contractor is generally an employer of labour, save for a machine owner operator.

5. Where a disagreement arises in relation to the definition or application of the term "Pyramid Sub-Contracting" the parties shall discuss and determine the issue in accordance with the agreement dispute resolution procedure. In any event of a disagreement, the matter shall be negotiated further between the parties or referred to the Western Australian Industrial Relations Commission. Whilst these procedures are undertaken no industrial action shall occur.

18.—FARES AND TRAVELLING

In addition to Clause 12A of the award a travel payment shall be made in the form of a daily payment (on days worked) of \$6.15 per day per employee.

19.—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

The parties are committed to the Drug and Alcohol, Safety and Rehabilitation program as outlined in Appendix B—Drug and Alcohol, Safety and Rehabilitation Program.

20.—NO EXTRA CLAIMS

The Union will make no further claims on the Company over conditions set out in this Agreement for the life of the Agreement. However the Union reserves the right to raise the unforeseen matters. The Company agrees to insure the employees for sickness and accident cover. The terms of the policy will be agreed between the Company and the Union.

Signed for and on behalf of—

| | | |
|--------------|--------------------|--|
| The Unions: | BLPPU | Signed <u>Common Seal</u> Date: 7/11/97 Signed _____ WITNESS |
| | CMETU | Signed <u>Common Seal</u> Date: 7/11/97 Signed _____ WITNESS |
| The Company: | Common Seal | Signed _____ Date: 3/11/97 TERRY BARRETT PRINT NAME Signed _____ WITNESS |

APPENDIX A—WAGE RATES

| | Date of Signing | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|-----------------------|-----------------|-----------------|---------------|-----------------|---------------|
| | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ | \$ | \$ |
| Labourer Group 1 | 15.56 | 16.01 | 16.47 | 16.92 | 17.15 |
| Labourer Group 2 | 15.03 | 15.47 | 15.90 | 16.34 | 16.56 |
| Labourer Group 3 | 14.63 | 15.05 | 15.48 | 15.90 | 16.12 |
| Plaster, Fixer | 16.17 | 16.64 | 17.11 | 17.58 | 17.82 |
| Painter, Glazier | 15.81 | 16.27 | 16.73 | 17.19 | 17.42 |
| Signwriter | 16.15 | 16.62 | 17.09 | 17.56 | 17.80 |
| Carpenter | 16.27 | 16.75 | 17.22 | 17.70 | 17.93 |
| Bricklayer | 16.11 | 16.58 | 17.05 | 17.52 | 17.75 |
| Refractory Bricklayer | 18.50 | 19.04 | 19.58 | 20.12 | 20.38 |
| Stonemason | 16.27 | 16.75 | 17.22 | 17.70 | 17.93 |
| Rooftiler | 15.99 | 16.45 | 16.92 | 17.38 | 17.62 |
| Marker/Setter Out | 16.75 | 17.24 | 17.72 | 18.21 | 18.46 |
| Special Class T | 16.96 | 17.46 | 17.95 | 18.45 | 18.69 |

APPRENTICE RATES

| | Date of Signing | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|-------------------------|-----------------|-----------------|---------------|-----------------|---------------|
| | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ | \$ | \$ |
| Plasterer, Fixer | | | | | |
| Yr 1 | 6.79 | 6.99 | 7.18 | 7.38 | 7.48 |
| Yr 2 (1/3) | 8.90 | 9.16 | 9.42 | 9.68 | 9.81 |
| Yr 3 (2/3) | 12.13 | 12.49 | 12.84 | 13.19 | 13.37 |
| Yr 4 (3/3) | 14.23 | 14.65 | 15.06 | 15.48 | 15.69 |

| | Date of Signing | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|-------------------------|-----------------|-----------------|---------------|-----------------|---------------|
| | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ | \$ | \$ |
| Painter, Glazier | | | | | |
| Yr 1 (.5/3/5) | 6.64 | 6.84 | 7.03 | 7.22 | 7.32 |
| Yr 2 (1/3), (1.5/3.5) | 8.70 | 8.95 | 9.20 | 9.45 | 9.58 |
| Yr 3 (2/3), (2.5/3.5) | 11.86 | 12.20 | 12.55 | 12.89 | 13.06 |
| Yr 4 (3/3), (3.5/3.5) | 13.92 | 14.32 | 14.73 | 15.13 | 15.33 |
| Signwriter | | | | | |
| Yr 1 (.5/3/5) | 6.79 | 6.99 | 7.18 | 7.38 | 7.48 |
| Yr 2 (1/3), (1.5/3.5) | 8.88 | 9.14 | 9.40 | 9.65 | 9.78 |
| Yr 3 (2/3), (2.5/3.5) | 12.11 | 12.47 | 12.82 | 13.17 | 13.35 |
| Yr 4 (3/3), (3.5/3.5) | 14.21 | 14.63 | 15.04 | 15.46 | 15.66 |
| Carpenter | | | | | |
| Yr 1 | 6.84 | 7.04 | 7.24 | 7.44 | 7.54 |
| Yr 2 (1/3) | 8.95 | 9.21 | 9.47 | 9.73 | 9.86 |
| Yr 3 (2/3) | 12.21 | 12.56 | 12.92 | 13.27 | 13.45 |
| Yr 4 (3/3) | 14.32 | 14.73 | 15.15 | 15.57 | 15.78 |
| Bricklayer | | | | | |
| Yr 1 | 6.77 | 6.96 | 7.16 | 7.36 | 7.46 |
| Yr 2 (1/3) | 8.86 | 9.12 | 9.37 | 9.63 | 9.76 |
| Yr 3 (2/3) | 12.08 | 12.43 | 12.79 | 13.14 | 13.31 |
| Yr 4 (3/3) | 14.17 | 14.59 | 15.00 | 15.41 | 15.62 |
| Stonemason | | | | | |
| Yr 1 | 6.84 | 7.04 | 7.24 | 7.44 | 7.54 |
| Yr 2 (1/3) | 8.95 | 9.21 | 9.47 | 9.73 | 9.86 |
| Yr 3 (2/3) | 12.21 | 12.56 | 12.92 | 13.27 | 13.45 |
| Yr 4 (3/3) | 14.32 | 14.73 | 15.15 | 15.57 | 15.78 |
| Roof-tiler | | | | | |
| 6 months | 9.12 | 9.38 | 9.65 | 9.91 | 10.04 |
| 2nd 6 months | 10.02 | 10.31 | 10.61 | 10.90 | 11.04 |
| Yr 2 | 11.71 | 12.05 | 12.39 | 12.73 | 12.90 |
| Yr 3 | 13.74 | 14.14 | 14.54 | 14.94 | 15.14 |

APPENDIX B—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

1. PRINCIPLE

People dangerously affected by alcohol, and/or drugs are a safety hazard to themselves and all other persons in the workplace.

2. FOCUS

- Site safety and the involvement of the site safety committee
- Peer intervention and support
- Rehabilitation

3. WORKPLACE POLICY

- A person who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.
- The decision on a persons ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/employer representatives.
- There will be no payment of lost time to a person unable to work in a safe manner.
- If this happens 3 times the worker shall be given a written warning and made aware of the availability of treatment/counselling. If the worker refuses help he/she may be transferred/dismissed the next time he/she is dangerously affected.
- For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.
- A worker having problems with alcohol and or other drugs—
 - Will not be sacked if he/she is willing to get help.
 - Must undertake and continue with the recommended treatment to maintain the protection of this program.
 - Will be entitled to sick leave or leave without pay while attending treatment.

4. IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will—

- Clearly state its endorsement of the BTG Drug and Alcohol program and comply with it.

- Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Program to address a meeting of employees to discuss and endorse the program.
- Authorise the attendance of appropriate company personnel eg. Safety delegate/officer, safety committee members, union delegate, consultative committee members(s) at the two hour BTG Drug and Safety in the Workplace training course.

APPENDIX C—SITE ALLOWANCE

1. This agreement is between the parties to this agreement and shall apply to construction work undertaken by principal contractors who are engaged in the commercial/industrial sector of the building industry in the state of Western Australia within a 50km radius of the Perth General Post Office.

2. This agreement provides for a site allowance to be paid to employees engaged on particular building projects, and for such site allowance to be paid in addition to the wage rates and allowances prescribed by the award as well as any industrial or certified agreements made in conjunction with the award which does not prescribe a site allowance.

3. The site allowance payable under this agreement is to be paid at a flat rate per hour for all hours worked to compensate for all special factors/disabilities on the project and in lieu of all award special rates, with the exception of rates relating to the lifting of heavy blocks, cleaning down brickwork and the use of explosive powered tools which will be payable to an employee when he/she encounters that particular disability.

4. Site Allowance Formula

At the commencement of a project the particular site allowance to apply shall be determined in accordance with the following formula—

4.1 Projects Located Within Perth C.B.D. (as defined)

New Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.80 |
| Above \$2.1m to \$4.4m | \$2.15 |
| Over \$4.4m | \$2.75 |

Renovations, Restorations and/or Refurbishment Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.60 |
| Above \$2.1m to \$4.4m | \$1.80 |
| Over \$4.4m | \$2.35 |

4.2 Projects Located Within West Perth (as defined)

New Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.60 |
| Above \$2.1m to \$4.4m | \$1.80 |
| Over \$4.4m | \$2.35 |

Renovations, Restorations and/or Refurbishment Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.50 |
| Above \$2.1m to \$4.4m | \$1.70 |
| Over \$4.4m | \$1.95 |

The site allowance on projects which are a combination of new and renovation work shall be governed by the majority of work involved. For example, where the majority of work is new work, then the site allowance appropriate to new work shall be paid for all employees on the project.

4.3 Projects within 50 km radius of Perth G.P.O. but not including the C.B.D. or West Perth (as defined)

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$1m | NIL |
| Above \$1m to \$2.1m | \$1.20 |
| Above \$2.1m to \$5.8m | \$1.50 |
| Above \$5.8m to \$11.6m | \$1.75 |
| Above \$11.6m to \$23.6m | \$1.95 |
| Above \$23.6m to \$58.6m | \$2.25 |
| Over \$58.6m | \$2.45 |

“C.B.D.”—Central Business District shall mean the area bounded by the Swan River South, Swan River East to Nile Street running into Wittenoom Street, Hill Street to Royal Street, Royal Street to Lord Street, Lord Street to Newcastle Street, along Newcastle Street to the Freeway, the Freeway South to the Perth Fremantle railway line, along the Perth-Fremantle railway line to Dyer Street, Dyer Street through to Havelock Street, Havelock Street to Kings Park Road, Kings Park Road to Fraser Avenue, Fraser Avenue projected through to the Swan River.

“West Perth”—shall mean the area contained within the boundaries formed by Thomas Street, Kings Park Road, Havelock Street, Dyer Street and the Perth-Fremantle railway line back to Thomas Street.

Boundary roads: If a road borders between two regions in which site allowances are to be paid as per this agreement, the parties confirm that one side of such a boundary road will be deemed to fall in one region and the other side of the boundary road will be deemed to fall in the other region. For example, the eastern side of Havelock Street will be in the “CBD” and the western side of Havelock Street shall be in “West Perth”.

“Project Contractual Value”—shall be deemed to mean the value of all tendered work which falls under the scope of the principal contractor’s contract.

5. The site/project allowance and project contractual value detailed in this agreement shall be adjusted on 1 October each year by the total C.P.I. movements for Perth during the preceding four quarters ending 30 June and accordingly, the site allowance amounts shall be adjusted up or down to the nearest five cents.

6. Project contractual values shall be subject to review at any renewal of this agreement, but in any event shall not be adjusted by a percentage less than the total CPI movements for Perth during the preceding four quarters ending 30 June. Such adjustment being to the nearest \$10,000.

7. The agreed site allowance once set pursuant to this agreement shall be recorded in a site agreement to which the applicable principal contractor and the Union will be signatories. The level of allowance once nominated at the commencement of the project will continue without change until completion of the project.

8. It is acknowledged that on certain projects a site agreement may be entered into between the principal contractor and the building trades group of unions for that project that may include matters regularly addressed within the industry, such as, but not limited to, the following—

- Disputes Procedures
- Occupational Health and Safety Procedures
- Demarcation Procedures
- First Aid Provisions and On-Site Amenities

and the unions will not unreasonably refuse to continue to discuss such matters if raised by the principal contractor.

9. This agreement does not apply to resource development projects or civil and engineering projects.

10. Where a dispute arises as to the application of the terms of this agreement, if the issue cannot be resolved in discussions between the parties, it is agreed that the matter will be referred to the appropriate industrial tribunal for resolution without recourse to industrial action.

11. It is a term of this agreement that all site allowance agreements entered into prior to this date will be honoured by all parties and will continue to apply for the life of the particular project.

12. Where because of a condition of contract the principal contractor is required not to allow for a site allowance, before final application of this agreement, discussions will be held between the parties with a view to resolving any problems that may arise as a result of this situation.

13. This agreement shall only apply to building contracts entered into on or after 1 October, 1995.

**FAMILY AND CHILDREN SERVICES ENTERPRISE
BARGAINING AGREEMENT 1997.**

No. PSG AG 3 of 1998.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Civil Service Association of Western Australia
Incorporated

and

The Australian Liquor, Hospitality And Miscellaneous
Workers Union, Miscellaneous Workers Division, Western
Australian Branch

and

The Federated Liquor and Allied Industries Employees’
Union of Australia, Western Australian Branch, Union of
Workers

and

Director General, Family and Children’s Services.

No. PSG AG 3 of 1998.

30 January 1998.

Order.

REGISTRATION OF AN INDUSTRIAL AGREEMENT
No. PSG AG 3 OF 1998.

HAVING heard Mr O. Woods on behalf of the first, second and third named parties and Mr P. Riley on behalf of the fourth named party; and

WHEREAS an agreement has been presented to the Commission for registration as an Industrial Agreement; and

WHEREAS the Commission is satisfied that the aforementioned agreement complies with s.41A, s.49A and s.49B of the Industrial Relations Act, 1979;

NOW THEREFORE the Commission, and the Public Service Arbitrator, pursuant to the powers conferred on them under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement titled the Family and Children Services Enterprise Bargaining Agreement 1997 filed in the Commission on 22 January 1998, signed by me for identification, be and is hereby registered as an Industrial Agreement.

(Sgd.) C.B. PARKS,

[L.S.] Public Service Arbitrator/Commissioner.

AGREEMENT

17th December 1997

ENTERPRISE BARGAINING AGREEMENT 1998

1.— TITLE

This Agreement shall be known as the *Family and Children Services Enterprise Bargaining Agreement 1997*.

2.— ARRANGEMENT

1. Title
2. Arrangement
3. Scope of the Agreement
4. Parties to the Agreement
5. Number of Employees Covered
6. Definitions
7. Date And Operation of Agreement
8. No Further Claims
9. Single Bargaining Unit
10. Relationship to Parent Awards
11. Re-Open Negotiations
12. Availability of Agreement
13. Dispute Resolution Procedure
14. Objectives and Principles
15. Productivity Measurement
16. Productivity Initiatives
17. Implementation Of EBA Initiatives
18. Consultation
19. Group Workers’ commuted allowance

20. Special Leave
 21. Hours of Service
 22. Hours of Service. FRWS etc.
 23. Annual Leave Loading
 24. Flexitime
 25. Parental Leave
 26. Bereavement Leave
 27. Employee Funded Extra Leave
 28. Home Based Work
 29. Study Leave (Remote location)
 30. Removal Allowance
 31. Career Breaks
 32. Deferred Salary Scheme
 33. Part Time Work
 34. Family Carers Leave
 35. Salary Increase Quantum
 36. Child Care Arrangements
 37. Country Travel Concession
 38. Compaction of Level One
 39. Signatures of Parties to Agreement
- Schedule A: Salaries
Schedule B: Productivity Initiatives

3.—SCOPE OF THE AGREEMENT

This Enterprise Bargaining Agreement shall apply to all *Family and Children Services* employees including Senior Executive Service employees working in the *Family and Children Services* who are members of or eligible to be members of the Union's party to this agreement.

4.—PARTIES TO THE AGREEMENT

This Agreement is made between the Chief Executive Officer, *Family and Children Services* and the Civil Service Association of Western Australia, the Australian Liquor, Hospitality and Miscellaneous Workers' Union. (WA Branch) and the Federated Liquor and Allied Industries Employee's Union of Australia (WA Branch).

5.—NUMBER OF EMPLOYEES COVERED

As at the date of registration the approximate number of employees covered by this Agreement is thirteen hundred employees (1300).

6.—DEFINITIONS

In this Agreement, the following terms shall have the following meanings.

"Agreement" means The *Family and Children Services* Enterprise Bargaining Agreement 1997.

"Department" means *Family and Children Services*

"Employee" means for the purposes of this Agreement, someone who is referred to at Clause 3.- Scope.

"Employer" means The Chief Executive Officer responsible for the general management of Family and Children's Services as appointed under the Public Sector Management Act 1994.

"Government" means the State Government of Western Australia

"GOSAC" means Government Officers Salaries, Allowances and Conditions Award 1989.

"Minister" means the Minister or the Ministers of the Crown responsible for the administration of the Department

"Metropolitan Area" means the area within a radius of fifty (50) kilometres from the Perth City Railway Station.

"Headquarters" means the place in which the principal work of the employee is carried out as defined by the Chief Executive Officer.

"Award" means The relevant parent awards listed at Clause 10 of this agreement.

"Union" means Civil Service Association of Western Australia Inc.; the Australian Liquor, Hospitality and Miscellaneous Workers' Union. (WA Branch), and the Federated Liquor and Allied Industries Employee's Union of Australia.

"WAIRC" means The Western Australian Industrial Relations Commission

7.—DATE AND OPERATION OF AGREEMENT

1. This Agreement shall operate from the date of registration in The West Australian Industrial Relations Commission and shall remain in force for twenty five months.

2. During the life of the Agreement the parties will continue to address a range of issues and reforms specifically aimed at increasing productivity. The parties agree that these issues will form the basis of future negotiations.

3. The pay quantum achieved as a result of this Agreement will remain and form the new base pay rates for future Agreements or continue to apply in the absence of a further agreement, except where the award rate is higher in which case the award shall apply.

4. The Agreement will continue in force after the expiry of the term until such time as any of the parties withdraws from the agreement by notification in writing to the other party and to the WAIRC or replaces this Agreement with a subsequent Agreement.

8.—NO FURTHER CLAIMS

The parties to this Agreement undertake that for the duration of the Agreement there shall be no further salary or wage increases sought or granted except for those provided under the terms of this Agreement.

9.—SINGLE BARGAINING UNIT

This Agreement has been negotiated through a Single Bargaining Unit (SBU). The SBU comprised representatives of the Unions party to this Agreement and the employer.

10.—RELATIONSHIP TO PARENT AWARDS

This Enterprise Agreement shall be read in conjunction with the existing Awards and Agreements that apply to the parties bound to this agreement. In the case of any inconsistencies, this Agreement shall have precedence to the extent of the inconsistencies. All parties recognise that the relevant Parent Awards consist of—

Public Service Award 1992

Government Officers Salaries Allowances and Conditions Award 1989.

Department For Community Development (Family Resource Workers, Welfare Assistants and Parent Helpers) Award 1990, Award No. PSA A 1 of 1989.

Catering and Tea Attendants (Government) Award 1982
Gardeners (Government) Award 1986

Community Welfare Department Hostels Award 1983

Cleaners and Caretakers (Government) Award 1975

Children's Services (Government) Award 1989

Institution Officers Allowances and Conditions Award 1977, No. 3 of 1977

Hospital Workers (Government) Award 1966

Miscellaneous Government Conditions and Allowances Award 1992

11.—RE-OPEN NEGOTIATIONS

The parties agree to commence negotiations at least six (6) months prior to the expiration of the period of this Agreement to negotiate a replacement Agreement.

12.—AVAILABILITY OF AGREEMENT

Every employee will be entitled to a copy of this Agreement. This Agreement will be kept in an easily accessible place in each department of the agency, and this place will be communicated to all employees.

13.—DISPUTE RESOLUTION PROCEDURE

This dispute settlement procedure will apply to any questions, dispute or difficulties between the parties that arise in the workplace or under the terms of this Agreement—

1. The Union representative and /or the employee/s concerned shall discuss the matters with the immediate supervisor in the first instance. An employee may be accompanied by a Union representative.

2. If the matter is not resolved in writing within 5 working days following the discussion in accordance with sub-clause (a) hereof the matter shall be referred in writing by the Union representative or employee to

the Chief Executive Officer or his/her nominee for resolution.

3. If the matter is not resolved within 5 working days of the Union representative's or employee's notification of the dispute to the CEO, it may be referred by either party to the Western Australian Industrial Relations Commission.
4. While the above procedures are being followed, no party shall be prejudiced as to the final settlement by the continuation of work in accordance with this procedure.
5. Where the dispute involves proposed changes to this agreement or any relevant award matter, negotiations shall take place directly between the union/s and the employer.

14.—OBJECTIVES AND PRINCIPLES

The shared objectives of the parties are—

1. To satisfy the requirements of clients and customers through the provision of reliable, efficient and competitive services;
2. To achieve *Family and Children Services* mission and improve productivity and efficiency in *Family and Children Services* through ongoing improvements;
3. To promote the development of trust and motivation and to continue to foster enhanced employee relations;
4. To facilitate greater flexibility in decision making and allocation of human and other resources;
5. To promote increased satisfaction from jobs and secure employment opportunities;
6. To develop and pursue changes on a co-operative basis by using participate practices

15.—PRODUCTIVITY MEASUREMENT

1. The parties agree that the measurement and monitoring of productivity improvements provides critical feedback on the performance of *Family and Children Services* to management, employees and other relevant stakeholders.

2. The parties agree to assess organisational performance according to the extent to which the objectives of *Family and Children Services* are achieved. The parties agree that performance indicators assist in the attainment of corporate goals in the interests of clients, employees, *Family and Children Services* and the government on behalf of the community.

16.—PRODUCTIVITY INITIATIVES

The parties are committed to the continued development and implementation of a broad agenda of initiatives designed to increase the efficiency and effectiveness of the program and service delivery of *Family and Children Services*. The initiatives are detailed in schedule B of this Agreement.

17.—IMPLEMENTATION OF EBA INITIATIVES

The parties will develop an agreed process for the implementation of the initiatives outlined in this Agreement.

Family and Children Services will ensure that adequate resources are allocated to support the implementation of the initiatives outlined in this Agreement in order to achieve the milestones within the life of the Agreement.

Employees will not be disadvantaged by Government decisions or policies which impact directly on the achievement of milestones outlined in the Agreement.

18.—CONSULTATION

The parties are committed to working together to improve the business performance and working environment in *Family and Children Services*. Whilst it is acknowledged by the parties that decisions will continue to be made by *Family and Children Services*, which is responsible and accountable to Government by statute for the effective and efficient operation of its business, the parties are committed to effective communication and agree, in particular, that—

1. Where *Family and Children Services* proposes to make changes likely to affect existing practices, working conditions or employment prospects of

employees, the relevant Union and the staff affected shall be notified by *Family and Children Services* as early as possible.

2. Consultation with employees and the union parties on proposed changes to work organisation shall occur prior to final implementation decisions being made.
3. Employees will be involved in contributing to the efficiency and effectiveness of their workplace within policies and guidelines.
4. In the context of this clause consultation shall mean information sharing and discussion on matters relevant to the decision making processes which shall be conducted in such a way as to enable the parties to contribute to the decision making process.

19.—GROUP WORKERS COMMUTED ALLOWANCE

From the date of registration of this agreement the provisions of the Institution Officers Allowances and Conditions Award 1977 No 3 of 1977 will apply to Group Workers employed by *Family and Children's Services* except to the extent that they are inconsistent with the following provisions.

1. Group workers will continue to be paid a commuted allowance of 16%. The allowance is in lieu of all shift and weekend penalties and is payable while Groupworkers and Senior Groupworkers work in accordance with the McCall Rotation policy, dated 20 February 1996.

20.—SPECIAL LEAVE/CULTURAL LEAVE

The following provisions shall replace Short Leave provisions in the relevant Parent Awards.

1. An employee shall be entitled to up to 6 days paid special leave every two years. Special Leave will be available on an hourly basis.

2. The leave may be used in the following circumstances—

2.1 To care for a sick member of their family or otherwise attend to urgent family responsibilities. The definition of family shall be the definition contained in the Equal Opportunity Act 1984. That is, a person who is related to the employee by blood, marriage, affinity or adoption and includes a person who is wholly or mainly dependent on, or is a member of the household of, the employee.

The employee shall provide, where required by the employer, evidence to establish the requirement to take special leave.

2.2 To workers who are legitimately required to be absent from work for their tribal/ceremonial purposes. Such ceremonial leave will include leave to meet the employee's customs, traditional law and to participate in ceremonial customs. It would be available to, but not limited to, Aboriginal and Torres Strait Islanders.

Additional Leave to attend ceremonial or cultural needs must be taken from accrued Annual Leave entitlements.

The employer may request reasonable evidence of the legitimate need for the employee to be allowed time off to attend ceremonial and cultural requirements.

2.3 To attend to other urgent business when sufficient cause can be shown.

3. The employee shall, wherever practical give the employer notice of the intention to take special leave and the estimated length of absence. If it is not practicable to give prior notice of absence the employee shall notify the employer as soon as possible on the day of absence.

4. Part-time Officers will be eligible for leave on a pro rata basis.

21.—HOURS OF SERVICE

Prescribed Hours of Duty to be observed by officers in this Enterprise Agreement shall be seven hours thirty-six minutes per day to be worked between 7.00 am and 6.00 pm Monday to Friday, except where this is inconsistent with clause 19 and 22 of this Agreement.

22.—FAMILY RESOURCE WORKERS AND PARENT HELPERS

From the date of registration of this agreement the provisions of the Department for Community Development (Family

Resource Workers, Welfare Assistants and Parent Helpers) Award 1990, Award No PSA A 1 of 1989 will continue to apply except to the extent that they are inconsistent with the following provisions.

1.1 HOURS

1.1.1 The ordinary working hours for employees shall be sixty hours per four week cycle except where agreement in writing is reached between the employee and the manager to vary the hours worked and shall be worked as determined by the employer between the hours of 7.00am and 6.00 pm on any days per week Monday to Friday.

1.1.2 The employer shall give an officer one (1) month's notice of any proposed variation to that officer's ordinary working hours, provided that the employer shall not vary the officer's total weekly hours of duty without the officer's prior written consent, a copy of which shall be forwarded to the Union.

1.1.3 Notwithstanding paragraph (1.1.2) of this subclause whenever agreement in writing is reached for a temporary variation to an officer's ordinary working hours—

- (i) Time worked up to 7.6 hours on any day, within ordinary working hours, is not to be regarded as overtime but an extension of the contract hours for that day and should be paid at the normal rate of pay.
- (ii) Additional days worked, up to a total of 5 days per week, within ordinary working hours, are also regarded as an extension of the contract and should be paid at the normal rate of pay.

1.1.4 The provisions of Clause 18—Overtime of the GOSAC Award shall apply to all time worked outside the ordinary working hours prescribed by paragraph (1.1.2) of subclause (1) of this clause unless an arrangement pursuant to paragraph (1.1.3) of subclause (1) of this clause is in place.

1.1.5 The provisions of Clause 17—Shiftwork of the GOSAC Award shall apply.

23.—ANNUAL LEAVE LOADING

Leave Loading provisions in the relevant Parent Awards will not apply during the life of this Agreement. Leave Loading will continue to be paid when annual leave, which has accrued prior to the commencement of the first round Enterprise Agreement dated 1st January 1995 is cleared. However payment for leave loading on annual leave accrued prior to the Agreement dated 1st January 1995 will be made at the Employee's salary rate prior to the commencement of that Enterprise Agreement.

24.—FLEXITIME

The following provisions shall be read in conjunction with the existing flexitime provisions in awards and agreements that apply to the parties bound to this agreement. These provisions replace Clause 16 (3)(h)(i) and (ii) of the Public Service Award 1992 and Clause 16 (7)(I)(i) and (ii) of the Government Officer's Salaries Allowances and Conditions Award 1989.

Credit Hours

1. Credit hours in excess of the required 152 hours to a maximum of 15 hours and twelve minutes are permitted at the end of each settlement period. Such credit hours shall be carried forward to the next settlement period.

2. Credit hours in excess of 15 hours and twelve minutes at the end of a settlement period shall be lost.

25.—PARENTAL LEAVE

(a) Definition

- (i) "Employee" includes full time, part time, permanent and fixed term contract employees.
- (ii) "Replacement Employee" is an employee specifically engaged to replace an employee proceeding on parental leave.

(b) Eligibility for Parental Leave

- (i) The maximum negotiable period of PAID parental leave is six weeks. The maximum period of absence on parental leave, inclusive of any period of paid parental leave is 52 weeks parental leave in respect of the birth of a child to the employee or the employee's spouse/partner. The employee must be the primary care giver of the child.

- (ii) Where the employee applying for the leave is the partner of a pregnant spouse one week parental leave may be taken at the birth of the child concurrently with parental leave taken by the pregnant employee.

- (iii) An employee adopting a child under the age of five years shall be entitled to three weeks parental leave at the placement of the child and a further period of parental leave up to a maximum of 52 weeks.

- (iv) An employee seeking to adopt a child shall be entitled to two days unpaid leave for the employee to attend interviews or examination required for the adoption procedure. Employees working or residing outside the Perth metropolitan area are entitled to an additional day's leave. The employee may take any paid leave from Family and Children's Services, & the three week period may be taken concurrently.

- (v) Subject to sub-clause (ii) of this clause where both partners are employed by Family and Children's Services the leave shall not be taken concurrently except under exceptional circumstances and with the approval of the Chief Executive Officer.

(c) Other Leave Entitlements

- (i) An employee proceeding on parental leave may elect to utilise any accrued annual leave or accrued long service leave for the whole or part of the period of parental leave.

- (ii) An employee may extend the maximum period of parental leave with a period of annual leave, long service leave or leave without pay subject to the Chief Executive Officer's approval.

- (iii) An employee on parental leave is not entitled to paid sick leave and other paid award absences excluding Annual Leave and Long Service Leave.

- (iv) Where the pregnancy of an employee terminates other than by the birth of a living child then the employee shall be entitled to such period of paid sick leave or unpaid leave for a period certified as necessary by a registered medical practitioner.

- (v) Where a pregnant employee not on parental leave suffers illness related to the employee's pregnancy or is required to undergo a pregnancy related medical procedure the employee may take any paid sick leave to which the employee is entitled or such further unpaid leave for a period certified as necessary by a registered medical practitioner.

(d) Notice and Variation

- (i) The employee shall give not less than ten weeks' notice in writing to Family and Children's Services of the date the employee proposes to commence paternity leave stating the period of leave to be taken.

- (ii) An employee proceeding on parental leave may elect to take a shorter period of maternity leave and may at any time during that period of leave elect to reduce or extend the period stated in the original application provided four weeks written notice is provided.

- (iii) An employee seeking to adopt a child shall not be in breach of subclause (d) by failing to give the required period of notice if such failure is due to the requirement of the adoption agency to accept earlier or later placement of a child, or other compelling circumstances.

(e) Transfer to Safe Job

- (i) Where illness or risks arising out of pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue in her present duties, the duties shall be modified or the employee may be transferred by mutual agreement between the staff member and the employer, to a safe position of the same classification until the commencement of maternity leave.

- (ii) If the transfer to a safe position is not practicable, the employee may take leave for such a period as is certified necessary by a registered medical practitioner.

(f) Replacement Employee

Prior to engaging a replacement employee Family and Children's Services shall inform the person of the temporary nature of the employment and the entitlements relating to return to work of the employee on parental leave.

(g) Return to Work

- (i) An employee shall confirm the intention to return to work by notice in writing to FCS not less than four weeks prior to the expiration of the period of parental leave.
- (ii) An employee on return from parental leave shall be entitled to the position which the employee occupied immediately prior to proceeding on parental leave. Where an employee is transferred to a safe job pursuant to sub-clause (e) hereof the employee is entitled to return to the position occupied immediately prior to the transfer.
- (iii) An employee may return on a part-time basis to the same position occupied prior to the commencement of leave or to a different position at the same classification level on a part-time basis in accordance with the Part-Time provisions of the relevant award.
- (iv) Where the position occupied by the employee no longer exists the employee shall be entitled to a position of the same classification level with duties similar to that of the abolished position.
- (v) An employer shall not terminate the employment of an employee on the grounds of the employee's application for parental leave or absence on leave but otherwise the rights of the employer in respect of termination of employment are not affected.

(h) Effect of Leave on Employment Contract

(i) Fixed Term Contract

An employee for a fixed term contract shall have the same entitlement to parental leave provided they have a minimum of 12 months continuous service, however the period of leave granted shall not extend beyond the term of that contract.

(ii) Continuous Service

Absence on parental leave shall not be taken into account in calculating the period of service for any purpose under the relevant award or this agreement.

(iii) Termination of Employment

An employee on parental leave may terminate employment at any time during the period of leave by written notice in accordance with the relevant award.

(i) Additional unpaid leave

- (i) Subject to all other leave entitlements being exhausted employees will be entitled to apply for leave without pay following parental leave to extend their leave by a further two years beyond the end of their parental leave. Approval will be at the discretion of the Chief Executive Officer.
- (ii) Upon return to work employees will be entitled to a position equivalent in pay, conditions and status and commensurate with the employee's skills and abilities as the one held immediately prior to commencement of leave.
- (iii) Any period of leave without pay must be applied for and approved in advance and will be granted on a year by year basis. Where both parents work for the agency the combined total period of leave without pay following parental leave will not exceed two years without CEO approval.

26.—BEREAVEMENT LEAVE

As outlined and defined in Division 4 section 27 and 28 of the Minimum Conditions of Employment Act 1993, an employee other than a casual worker is entitled to no less than two days of paid bereavement leave on the death of a family member. Bereavement leave cannot be taken in addition to or in conjunction with Clause 20 Special Leave, for the same absence.

27.—EMPLOYEE FUNDED EXTRA LEAVE

This clause can be adopted by mutual agreement between an individual employee and the employer.

1. Upon application by an employee covered by this Agreement, the employee shall be entitled to receive 48 weeks' pay spread over the full 52 weeks of the year. The employee will be entitled to take 4 weeks extra leave in addition to their normal leave entitlements. The minimum duration of the 48/52 arrangement is 12 months.

2. The additional 4 weeks per year will not be able to be accrued. In the event that the employee cannot take leave, his/her salary will be adjusted at the completion of the 12 month period to take account of the time worked during the year that was not included in salary.

3. The additional 4 weeks per year will not attract leave loading.

4. The employer's obligation extends only to ensuring that employees certify that they have checked with superannuation and taxation agencies and are fully informed regarding personal financial circumstances.

5. Where an employee leaves the department and has taken employee funded extra leave time prior to accrual of the full amount over a 48 week period then the amount owing by the employee must be reimbursed to the department.

28.—HOME BASED WORK

1 Definitions

"Home based site" means a private dwelling agreed between the *Family and Children Services* the employee and the relevant Union.

"Home based employee" means an employee at the home based site.

"Home based work" means regular performance of ordinary hours of duty at the home based site.

"Office based site" means the location where the employee would ordinarily work if there were no home based work arrangement.

2 Terms and Conditions

- (i) Terms and conditions contained in this clause will apply to an employee who is approved to perform his/her ordinary hours of duties or part thereof at a home based site.
- (ii) The employee's home based site will be deemed to be his/her headquarters for the purposes of payment of allowances and other arrangements.
- (iii) The status of the home based employee will be identical to that of an office based employee. All relevant agreements, policies and legislation shall apply and be binding.
- (iv) The employee agrees to maintain an accurate record of hours worked including work carried out at the home based work site. The employee is to be contactable during periods in which home based work is carried out and available for communication with the employer.
- (v) The home based work site may be used for overtime provided that separate written agreement is reached prior to the commencement of overtime. Overtime hours of work will be agreed in writing and paid in accordance with the overtime provisions of the relevant Parent Awards. A copy of the written agreement will be held by both the employee and the employer for the period during which the overtime is carried out at the home based site.
- (vi) Home based work will be on the basis that the employee spends a designated period of time of his/her usual weekly hours of duty agreed between the employer and the employee, at the office based site.
- (vii) The Employer will be responsible for the provision and maintenance of *Family and Children Services* equipment in a condition that complies with the Western Australian Occupational Health and Safety Act 1984 and the provision of supplies as set out in subclause 4 provided that the Employer and the employee may agree on any alternative arrangements if

appropriate. Such alternative arrangements must be recorded.

- (viii) An employee in a home based work arrangement is prohibited from contracting out his/her work.
- (ix) The Employer shall ensure home based employees have the same opportunities for career development and training as office based employees. In particular—
 - (a) a home based employee will carry out such duties as are within the limits of the employee's skill, competence and training and job description; and
 - (b) an employee working at the home based site will be expected to undertake appropriate work-related training, occupational health and safety training and staff development and shall receive notification of career and training opportunities available.

Such training may include change to work design, work organisation and technical developments in his/her field of employment: and Such training should occur in work time, at either the office based site or in a recognised training centre.

3 Initiation of and Approval for Home Based Work

- (i) A home based working arrangement will only be entered into on a voluntary basis which may be initiated by the employer or employee. An employee may only initiate a proposal for home based work in respect of—
 - (a) that employee's substantive position, or
 - (b) a position in which the employee is temporarily performing duties.
- (ii) Each application for a home based work arrangement is to be considered on a case by case basis.
- (iii) The Employer shall provide the unions with a quarterly report of home based work arrangements.
- (iv) The parties acknowledge that a home based work arrangement will not be appropriate when an employee is on a return to work program, particularly a graduated return to work program following an injury as a result of work. Should it be considered appropriate to initiate a home based work arrangement in these circumstance the Employer and employee must consult the employee's approved rehabilitation provider prior to commencing such an arrangement.
- (v) A home based work arrangement is not a substitute for dependant care. The employer has the responsibility to ensure the home based work arrangement is appropriate to the employees domestic circumstances.
- (vi) The employer agrees to advise the employee that it is his/her responsibility to assess the personal implications of commencing home based work with respect to taxation, insurances, leasing or mortgage arrangements.

4 Requirements for approval

- (i) Before approval can be given for a home based work arrangement to commence, the Employer and the employee must agree to the following matters—
 - (a) The address, telephone number, facsimile number and E-mail address of the home based site.
 - (b) The duties to be performed.
 - (c) The days and hours of duty at the office based site and at the home based site.
 - (d) Duration of the arrangement and agreed period of notice for purposes of terminating the arrangement.
 - (e) The specific facilities to be used at the home based site.
 - (f) The method of disseminating departmental communication bulletins to the home based

employee where access to that information may be reduced.

- (g) Methods of measuring work performance, provided that systems-based automated work measurements will not be used as the sole means for determining or monitoring individual work performance.
- (h) Details of *Family and Children Services* assets and supplies to be used at the home based site, including maintenance arrangements.
- (i) Details of employee's assets and supplies to be used at the home based site for official use, including maintenance and insurance coverage.
- (j) Details of workspace and facilities to be provided when the employee attends the office based site.
- (k) Any alterations to the workplace and facilities that may be required resulting from Occupational Health and Safety legislation.
- (ii) All matters listed in subclause 3(i) above and the matters listed hereunder shall be recorded—
 - (a) The employee's name.
 - (b) The employee's position indicating whether it is the employee's substantive position.
 - (c) The name and position of the employee's supervisor.
 - (d) The employee's division/branch/department/area/centre.
 - (e) Agreed security measures and Occupational Health and Safety requirements.

5 Job Characteristics Not Considered Appropriate for Home Based Work

- (i) Employees performing the duties of a position where the position could be described as having at least one of the following characteristics will not be considered for home based work—
 - (a) The position requires a high degree of supervision or close scrutiny;
 - (b) The position requires a direct client face to face contact on a frequent basis without the option of easily rescheduling;
 - (c) The position does not lend itself to objective performance monitoring of outcomes;
 - (d) The position requires the occupant to be a member of a team and that regular direct face to face contact on a daily basis with other team members at the office based site is an integral part of the job's responsibilities; or
 - (e) The position has other characteristics which the relevant Union and the Employer have agreed are unsuitable for home based work.

6 Access Arrangements

- (i) The parties acknowledge that management or management representatives will from time to time need to obtain access to a home based site and that the relevant Union may also wish to visit a member while he or she is working from a home based site. The parties also acknowledge that only management will require urgent access which will only be granted under terms of this clause.
- (ii) The parties also acknowledge that the consent of the home based employee is required before access can be obtained to a home based work site.
- (iii) Unless urgent access is required to a home based work site, or the home based work employee agrees otherwise, on a case by case basis home based work employee must be given at least two clear days notice of any persons' intention to physically enter to the home based work site. Neither management nor Unions will apply pressure to reduce this notice period.

- (iv) The purposes for which management may require urgent access to a home based work site are—
 - (a) maintenance of faulty equipment;
 - (b) occupational health and safety purposes;
 - (c) urgent security and audit purposes; and
 - (d) other purposes as agreed between the Employer and the employee.
- (v) The purposes for which non-urgent access may be sought include but are not limited to—
 - (a) routine maintenance of equipment and supplies;
 - (b) assessing and monitoring security arrangements of equipment and documents;
 - (c) routine occupational health and safety assessments;
 - (d) access by Union to member where office based site access would not be adequate; and
 - (e) supervision where office based supervision would not be adequate.

7 Termination and Renegotiation

- (i) In the event of renegotiation as a result of the commencement of a return to work program the employee's approved rehabilitation provider must be consulted.
- (ii) A home based working agreement may be—
 - (a) altered or discontinued by agreement at the request of the Employer or the employee, provided that neither party will unreasonably withhold agreement to alter or discontinue the arrangement;
 - (b) terminated by the Employer due to operational requirements after the period of four weeks' notice including where the employee unreasonably withholds consent with respect to access by management or management representative in accordance with subclause (6);
 - (c) terminated by the Employer on grounds of inefficiency of the arrangements after four weeks' notice;
 - (d) terminated by the Employer in the event of failure to comply with Occupational Health and Safety or security arrangements as outlined in subclause (4).
- (iii) Where an arrangement is terminated in accordance with this sub-clause the employee will be provided with written reasons at the time when the notice is given. In accordance with the principles of natural justice, the employee shall be given 1 week to reply to the written reasons and the employer will give due consideration to any response provided.

8 Review of Home Based Work Arrangements

- (i) A joint review shall be commenced by the parties to this Agreement, three (3) months prior to expiration of this Agreement.
- (ii) The review will be based on survey data obtained from participating employees and organisational units.
- (iii) All information relevant to the review will be provided to the Unions prior to the conduct of the review.
- (iv) The terms of reference of the joint review will include appropriate terms to evaluate—
 - (a) any need for reimbursement of additional net costs incurred by home based employees;
 - (b) any need to revise security arrangements for home based work; and
 - (c) the need for a further review.
 - (d) any other matters deemed appropriate.
- (v) The parties agree to consider other characteristics beyond those set out in subclause 5 which may be inappropriate for home based work, specifically arrangements that could involve continuous and repetitive keyboarding.

29.—STUDY LEAVE (REMOTE LOCATION)

1. Subject to organisational convenience and management approval, Officers located in remote locations may be eligible for a total of five days paid leave per year for the purposes of professional (and/or personal) development. This provision is only available to those officers studying by correspondence who are unable to access entitlements to paid study leave in the relevant parent Award.
2. Officers required to travel for the aforementioned purpose will be granted reasonable travelling time to complete the return journey, but at no additional expense to the department.
3. Study Leave is not cumulative. There can be no carry-over of unused study leave days from one calendar year to the next year.

30.—REMOVAL ALLOWANCE

The parties to this agreement intend this clause to aid in the attraction of staff to Country areas of the State.

1. This clause shall be read in conjunction with Clause 39 of the Public Service Award of 1992.
2. Where an employee or his/her dependants regularly use more than one vehicle, and all the vehicles regularly used by the employee or dependants are to be relocated to the new residence, the cost of transporting or driving more than one vehicle (with a limit of two) shall be deemed to be part of the removal costs.
3. Where only one vehicle is to be relocated to the new residence, the employee may choose to transport either a trailer, boat or caravan in lieu of the second vehicle. The employee may be required to show evidence of ownership of the trailer, boat or caravan to be transported.
4. If the employee tows the caravan, trailer or boat to the new residence, the additional rate per kilometre is to be three cents per kilometre for a caravan or boat and two cents per kilometre for a trailer.

31.—CAREER BREAKS

1. Upon application by an employee covered by this Agreement, an employee may be, at the Chief Executive Officer's discretion, entitled to take leave to a maximum of five consecutive years to pursue personal development or family commitments.
2. Employees must have completed a minimum of two years continuous service to be eligible for a career break. Where this criterion is not met, special consideration may be taken into account when career breaks are sought as extensions to parental/adoption leave.
3. The following conditions will apply to career breaks—
 - a) A career break may be unpaid or financed by setting aside a percentage of salary, to a maximum of 50%, over a defined period.
 - b) The career break may be split into a maximum of two periods over a total of ten years, subject to a minimum of one years service between the two career breaks.
 - c) The employer's obligation is to ensure that employees have the opportunity to seek advice on superannuation and taxation matters and to ensure that employees certify that they have checked with superannuation and taxation agencies and are fully informed regarding personal financial circumstances.
 - d) All accrued leave is to be taken prior to the employee commencing, or form part of a career break
 - e) With the exception of accrued leave taken prior to or as part of a career break, the duration of the career break will not be counted as continuous service for the purposes of calculation of entitlements under existing awards or agreements.
 - f) To allow time to fill position vacancies, six months notice of intention to take a career break will normally be required and one months notice of resumption of work should also be provided by the employee. Shorter periods of notice may be agreed between the parties.

- g) Employees on career breaks will be provided with any specifically requested information in terms of newsletters, circulars and updates on industrial issues and training courses.
- h) Where there are any changes to the employee's position, the employee on a career break shall be advised in writing.
- i) Employees on career breaks may be required to attend the workplace for two weeks per year for training and development purposes, on a rate of pay reflecting the substantive pre break classification level. This period of work will count as service for the calculation of all leave entitlements under existing awards and agreements.
- j) An employee on a career break may return to work on a part time or casual basis during the career break to cover peak work periods or special projects at the rate the employee was receiving prior to the break, or by mutual agreement, but including any wage increase provided for under this Agreement or any State/National wage decisions. Periods of work that do not attract a casual loading will be counted as service for the calculation of entitlements under existing awards and agreements.
- k) At the expiration of the career break the employee is entitled to return to the workplace in the position they occupied when they left. If the position no longer exists the employee is entitled to a similar position comparable in status, pay and conditions to the one previously occupied.
- l) At the employee's request, the employer will provide for phase in/out periods involving part time work for those returning or leaving on a career break.
- m) The Department will provide any necessary retraining for employees returning from a career break.
- n) Absence on career break shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose under the relevant award or this agreement.

32.—DEFERRED SALARY SCHEME

1. With the written agreement of the employer, an employee may elect to receive, over a four year period, 80% of the salary they would otherwise be entitled to receive in accordance with this agreement.

2. On completion of the fourth year, the employee will be entitled to 12 months' leave and will receive an amount equal to 80% of the salary they were entitled to in the fourth year of deferment.

3. Where employees complete four years of deferred salary and are not required to attend duty in the following year, the period of non attendance shall not constitute a break in service and shall count as service on a pro rata basis for all purposes, except Long Service Leave..

4. An employee may withdraw from this scheme prior to completing a four year period by written notice. The employee will receive a lump sum payment of salary foregone to that time but will not be entitled to equivalent absence from duty.

5. The employer's obligation is to ensure that employees have the opportunity to seek advice on superannuation and taxation matters and to ensure that employees certify that they have checked with superannuation and taxation agencies and are fully informed regarding personal financial circumstances.

The continuation of this scheme will be reviewed for employees undertaking secondments or who attain a promotion or transfer within FCS. This will include staff injured in the course of their work and who become eligible for workers compensation payments.

33.—PART TIME WORK

The following provisions shall be read in conjunction with the existing part time provisions in the relevant parent awards that apply to the parties bound by this agreement.

1 Definitions

a) Part time work is defined as work that is regularly undertaken for less than designated full time hours and is between

15 hours 12 minutes and 30 hours 24 minutes (that is between 2 and 4 working days) per week and does not attract a casual loading. This provision does not apply to Family Resource Workers and Parent Helpers, see Clause 22 of this agreement.

2 Part Time Agreement

a) Where a right of reversion exists in the parent award but part-time work within an employees substantive position is not feasible, the employer may facilitate a temporary transfer of the employee to a part-time position of similar duties and classification.

b) Preference will be given in allocating part time work to those employees returning to work from periods of leave who seek to convert from full time to part time employment based on their circumstances, which may include parental leave, extended sick leave or carers leave.

c) A part time employee (whether engaged directly as a part time employee or who has converted from a full time position to a permanent part time position) who wishes to become a full time employee will be required to seek promotion or transfer to a full time position by application for advertised vacancies and/or by notification in writing to the employer of the desire to convert to full time employment. The employer will facilitate that conversion as and when the opportunity to do so arises.

3 Hours of Duty

c) If agreement is reached in writing to a variation of an employee's working hours Time worked up to 7.6 hours on any day is not to be regarded as overtime but as an extension of the contract hours for that day and should be paid at the normal rate of pay.

4 Salary and Related Matters

a) An employee employed on a part time basis shall be paid a proportion of the appropriate full time salary dependent on time worked. The salary shall be calculated in the following manner—

$$\frac{\text{Hours worked per fortnight}}{76} \times \frac{\text{full time fortnightly salary}}{1}$$

b) A part time employee will be entitled to the same leave and conditions prescribed in the relevant Award for full time employees with the following variations—

- (i) Part time employees are entitled to Special Leave, on a pro rata basis calculated as follows—

$$\frac{\text{Hours worked per fortnight}}{76} \times \frac{22.8 \text{ hours}}{1}$$

- (ii) Part time employees are entitled to District Allowance on a pro rata basis calculated as follows—

$$\frac{\text{Hours worked per fortnight}}{76} \times \frac{\text{Appropriate District Allowance}}{1}$$

5 Training

Part time employees will have the same access to training, promotion and staff development opportunities as full time employees.

6. Communication and Consultation

Communication and consultation mechanisms will be examined to ensure that part time employees are fully informed and involved in decision making and the general operation of the section and department.

34.—FAMILY CARERS LEAVE.

Officers of the Department who have more than 10 days accumulated Sick Leave credits, will be entitled to use up to a maximum of 5 days accrued sick leave credits in any calendar year to attend to sickness within the family and these shall be deducted from the employee's accrued sick leave and will be granted on the same terms as other sick leave as described within the Minimum Conditions of Employment Act 1993.

Definition of Family shall be the definition contained in the EQUAL OPPORTUNITY ACT 1984.

35.—SALARY /WAGE RATES

An employee covered by this agreement shall be allocated a salary/wage level applicable to their classification as detailed in Schedule A. The salaries/wages detailed in Schedule A reflect the following salary/wage increases to be paid over the life of the agreement.

- From the date of registration of this agreement, a salary/wage increase of 3.5% to be provided;

- A second salary/wage increase of 3.5% will be payable 12 months from the date of registration of this agreement subject to Family and Children's Services being able to clearly demonstrate that it has achieved the initiatives detailed in Schedule B.

36.—CHILD CARE ARRANGEMENTS

1. The Department recognises the needs of employees with family responsibilities and the right to address those responsibilities without conflict between work and home.

2. The parties are committed to the introduction of conditions of work that assist employees with family responsibilities to effectively discharge both work and family responsibilities.

3. A needs analysis will be conducted during the term of this Agreement, in consultation with the union. The issues to be examined on a without prejudice basis shall include but are not limited to

- Provision of child care referral and information service
- Reserved places in established child care centres and Family Day Care programmes
- Assistance with care for sick dependants—work from home arrangements, provision of pagers, lap tops.
- Provision of family room on site for emergency child care, breastfeeding mums etc.
- School holiday programmes, provision of or reserved places on programmes
- Provision of before/after school care
- Access to nanny service for urgent meetings conferences etc
- After hours dependent care ie. reimbursement of child care costs.

37.—COUNTRY TRAVEL CONCESSION

The following provision shall be read in conjunction with the existing annual leave travel concession provisions in awards and agreements that apply to the parties bound to this agreement.

A travel concession up to the value of a return economy airfare from his or her headquarters to Perth, will be available to staff. An employee may elect to use the concession to purchase return economy airfare to any destination of his or her choice. Should the cost of the chosen return economy airfare be less than the value of the return economy airfare to Perth the lesser amount shall be paid. An employee must undertake the travel to gain the benefit.

38.—COMPACTION OF LEVEL ONE

It is agreed that the Level One Salary range for CSA industrially covered positions within Family and Children's Services will be compacted from nine increments to seven increments on the following basis;

- The first two increment points of Level One will be eliminated as from the date of registration of this Agreement.
- All staff currently on these two incremental points will move to the new first incremental point as from the first pay period after the registration of this agreement. All other staff will remain on their prevailing incremental point until normal progression is due.

The cost of the increases in increments will be offset against the department's productivity justifications.

39.—SIGNATURES OF PARTIES TO THE AGREEMENT

Signatories
 Rhonda Parker (signed) Common Seal

 Rhonda Parker
 Signed on behalf of Family and Children Services; Youth, Seniors. Date 28/1/98
 Robert Fisher (signed)

 Robert Fisher
 Signed on behalf of Family and Children Services; Date 28/1/98

D. Robinson (signed) Common Seal

 David Robinson
 Signed on behalf of the Civil Service Association WA inc. Date...../...../.....
 Helen M. Creed (signed) Common Seal

 Helen Creed
 On behalf of the Australian Liquor, Hospitality and Miscellaneous Workers Union Date 29/1/98
 E.L. Fry (signed) Common Seal

 Eugene Fry
 On behalf of the Federated Liquor and Allied Industries Employee's Union of Australia. Date 29/1/98

Attachments—
 SCHEDULE A: Salaries.
 SCHEDULE B: Productivity Initiatives.

SCHEDULE A
SALARY / WAGES
PUBLIC SERVICE AWARD 1992

| CLASS STEP | ANNUAL RATE | ANNUAL RATE At Registration | ANNUAL RATE Milestone Increase |
|------------|-------------|-----------------------------|--------------------------------|
| | 1.07.96 | 3.5% | 3.5% to be approved see Cl.35 |

| | | | | |
|---|-------------|--------|--------|--------|
| LEVEL 1 Under 17 Years | | | | |
| 17 Years | psal1 01 | 12,654 | 13,097 | 13,555 |
| 18 Years | psal1 02 | 14,648 | 15,161 | 15,691 |
| 19 Years | psal1 03 | 16,946 | 17,539 | 18,153 |
| 20 Years | psal1 04 | 19,484 | 20,166 | 20,872 |
| 1st Year | psal1 05 | 21,778 | 22,540 | 23,329 |
| 2nd Year | psal1 08 | 25,258 | 26,142 | 27,057 |
| 3rd Year | psal1 09 | 25,961 | 26,870 | 27,810 |
| 4th Year | psal1 10 | 26,668 | 27,601 | 28,567 |
| 5th Year | psal1 11 | 27,376 | 28,334 | 29,326 |
| 6th Year | psal1 12 | 28,190 | 29,177 | 30,198 |
| 7th Year | psal1 13 | 28,753 | 29,759 | 30,801 |
| | psal1 14 | 29,586 | 30,622 | 31,693 |
| LEVEL 2 | | | | |
| 1st Year | psal2 01 | 30,583 | 31,653 | 32,761 |
| 2nd Year | psal2 02 | 31,347 | 32,444 | 33,580 |
| 3rd Year | psal2 03 | 32,150 | 33,275 | 34,440 |
| 4th Year | psal2 04 | 32,999 | 34,154 | 35,349 |
| 5th Year | psal2 05 | 33,887 | 35,073 | 36,301 |
| LEVEL 2/3 CL10 (FAMILY WELFARE OFFICER, FIELD WORKERS) | | | | |
| 1st Year | psal23 01 | 30,583 | 31,653 | 32,761 |
| 2nd Year | psal23 02 | 31,347 | 32,444 | 33,580 |
| 3rd Year | psal23 03 | 32,150 | 33,275 | 34,440 |
| 4th Year | psal23 04 | 32,999 | 34,154 | 35,349 |
| 5th Year | psal23 05 | 33,887 | 35,073 | 36,301 |
| 6th Year | psal23 06 | 35,108 | 36,337 | 37,609 |
| 7th Year | psal23 07 | 36,059 | 37,321 | 38,627 |
| 8th Year | psal23 08 | 37,040 | 38,336 | 39,678 |
| 9th Year | psal23 09 | 38,046 | 39,378 | 40,756 |
| LEVEL 3 | | | | |
| 1st Year | psal3 01 | 35,108 | 36,337 | 37,609 |
| 2nd Year | psal3 02 | 36,059 | 37,321 | 38,627 |
| 3rd Year | psal3 03 | 37,040 | 38,336 | 39,678 |
| 4th Year | psal3 04 | 38,046 | 39,378 | 40,756 |
| LEVEL 2/4 CL10 (DISTRICT OFFICERS, FIELD WORKERS) | | | | |
| 1st Year | psal2410 01 | 30,583 | 31,653 | 32,761 |
| 2nd Year | psal2410 02 | 31,347 | 32,444 | 33,580 |
| 3rd Year | psal2410 03 | 32,150 | 33,275 | 34,440 |
| 4th Year | psal2410 04 | 32,999 | 34,154 | 35,349 |
| 5th Year | psal2410 05 | 33,887 | 35,073 | 36,301 |

| | CLASS STEP | ANNUAL RATE | ANNUAL RATE At Registration 3.5% | ANNUAL RATE Milestone Increase 3.5% to be approved see Cl.35 | | CLASS STEP | ANNUAL RATE | ANNUAL RATE At Registration 3.5% | ANNUAL RATE Milestone Increase 3.5% to be approved see Cl.35 |
|--|-------------|-------------|----------------------------------|--|---|-------------|-------------|------------------------------------|--|
| | | 1.07.96 | | | | | 1.07.96 | | |
| 6th Year | psal2410 06 | 35,108 | 36,337 | 37,609 | LEVEL 7/8 CL 11 (LEGAL OFFICERS) | | | | |
| 7th Year | psal2410 07 | 36,059 | 37,321 | 38,627 | 1st Year | psal7811 01 | 59,049 | 61,116 | 63,255 |
| 8th Year | psal2410 08 | 37,040 | 38,336 | 39,678 | 2nd Year | psal7811 02 | 61,052 | 63,189 | 65,400 |
| 9th Year | psal2410 09 | 38,046 | 39,378 | 40,756 | 3rd Year | psal7811 03 | 63,230 | 65,443 | 67,734 |
| 10th Year | psal2410 10 | 39,427 | 40,807 | 42,235 | 4th Year | psal7811 04 | 66,770 | 69,107 | 71,526 |
| 11th Year | psal2410 11 | 40,508 | 41,926 | 43,393 | 5th Year | psal7811 05 | 69,306 | 71,732 | 74,242 |
| 12th Year | psal2410 12 | 41,622 | 43,079 | 44,587 | 6th Year | psal7811 06 | 72,451 | 74,987 | 77,611 |
| LEVEL 4 | | | | | 11- Salaries Specified Callings | | | | |
| 1st Year | psal4 01 | 39,427 | 40,807 | 42,235 | <i>(1) Officers, who possess a relevant tertiary level qualification, or equivalent determined by the Commissioner, and who are employed in the callings of Agricultural Scientist, Architect, Dental Officer, Education Officer, Engineer, Forestry Officer, Geologist, Laboratory Technologist, Land Surveyor, Legal Officer, Librarian, Medical Officer, Planning Officer, Probation and Parole Officer, Psychiatrist, Clinical Psychologist, Psychologist, Quantity Surveyor, Scientific Officer, Social Worker, Superintendent of Education, Therapist (Occupational, Physio or Speech), Veterinary Scientist, or any other professional calling determined by the Commissioner.</i> | | | | |
| 2nd Year | psal4 02 | 40,508 | 41,926 | 43,393 | SALARY RATES FOR THE FAMILY AND CHILDREN'S SERVICES BARGAINING AGREEMENT 1995 | | | | |
| 3rd Year | psal4 03 | 41,622 | 43,079 | 44,587 | GOVERNMENT OFFICERS SALARIES, ALLOWANCES AND CONDITIONS AWARD OF 1989 | | | | |
| LEVEL 5 | | | | | | CLASS STEP | ANNUAL RATE | ANNUAL RATE From registration 3.5% | ANNUAL RATE Milestone See Cl.35 3.5% |
| 1st Year | psal5 01 | 43,765 | 45,297 | 46,882 | | | 1.07.96 | | |
| 2nd Year | psal5 02 | 45,214 | 46,796 | 48,434 | LEVEL 1 | | | | |
| 3rd Year | psal5 03 | 46,719 | 48,354 | 50,047 | <i>Under 17</i> | | | | |
| 4th Year | psal5 04 | 48,282 | 49,972 | 51,721 | <i>Years</i> | gosl1 01 | 12,654 | 13097 | 13555 |
| LEVEL 6 | | | | | <i>17 Years</i> | gosl1 02 | 14,648 | 15161 | 15691 |
| 1st Year | psal6 01 | 50,793 | 52,571 | 54,411 | <i>18 Years</i> | gosl1 03 | 16,946 | 17539 | 18153 |
| 2nd Year | psal6 02 | 52,501 | 54,339 | 56,240 | <i>19 Years</i> | gosl1 04 | 19,484 | 20166 | 20872 |
| 3rd Year | psal6 03 | 54,268 | 56,167 | 58,133 | <i>20 Years</i> | gosl1 05 | 21,778 | 22540 | 23329 |
| 4th Year | psal6 04 | 56,155 | 58,120 | 60,155 | <i>1st Year</i> | gosl1 08 | 25,258 | 26142 | 27057 |
| LEVEL 7 | | | | | <i>2nd Year</i> | gosl1 09 | 25,961 | 26870 | 27810 |
| 1st Year | psal7 01 | 59,049 | 61,116 | 63,255 | <i>3rd Year</i> | gosl1 10 | 26,668 | 27601 | 28567 |
| 2nd Year | psal7 02 | 61,052 | 63,189 | 65,400 | <i>4th Year</i> | gosl1 11 | 27,376 | 28334 | 29326 |
| 3rd Year | psal7 03 | 63,230 | 65,443 | 67,734 | <i>5th Year</i> | gosl1 12 | 28,190 | 29177 | 30198 |
| LEVEL 8 | | | | | <i>6th Year</i> | gosl1 13 | 28,753 | 29759 | 30801 |
| 1st Year | psal8 01 | 66,770 | 69,107 | 71,526 | <i>7th Year</i> | gosl1 14 | 29,586 | 30622 | 31693 |
| 2nd Year | psal8 02 | 69,306 | 71,732 | 74,242 | LEVEL 2 | | | | |
| 3rd Year | psal8 03 | 72,451 | 74,987 | 77,611 | <i>1st Year</i> | gosl2 01 | 30,583 | 31653 | 32761 |
| LEVEL 9 | | | | | <i>2nd Year</i> | gosl2 02 | 31,347 | 32444 | 33580 |
| 1st Year | psal9 01 | 76,378 | 79,051 | 81,818 | <i>3rd Year</i> | gosl2 03 | 32,150 | 33275 | 34440 |
| 2nd Year | psal9 02 | 79,032 | 81,798 | 84,661 | <i>4th Year</i> | gosl2 04 | 32,999 | 34154 | 35349 |
| 3rd Year | psal9 03 | 82,058 | 84,930 | 87,903 | <i>5th Year</i> | gosl2 05 | 33,887 | 35073 | 36301 |
| CLASS 1 | psac1 01 | 86,634 | 89,666 | 92,805 | LEVEL 3 | | | | |
| CLASS 2 | psac2 01 | 91,210 | 94,402 | 97,706 | <i>1st Year</i> | gosl3 01 | 35,108 | 36337 | 37609 |
| CLASS 3 | psac3 01 | 95,784 | 99,136 | 102,606 | <i>2nd Year</i> | gosl3 02 | 36,059 | 37321 | 38627 |
| CLASS 4 | psac4 01 | 100,360 | 103,873 | 107,508 | <i>3rd Year</i> | gosl3 03 | 37,040 | 38336 | 39678 |
| LEVEL 2/4 CL 11 (SOC. WORKERS, EDUCATION OFFICERS, GRAD. WELF. OFFICERS) | | | | | <i>4th Year</i> | gosl3 04 | 38,046 | 39378 | 40756 |
| 1st Year | psal2411 01 | 30,583 | 31,653 | 32,761 | LEVEL 4 | | | | |
| 2nd Year | psal2411 02 | 32,150 | 33,275 | 34,440 | <i>1st Year</i> | gosl4 01 | 39,427 | 40807 | 42235 |
| 3rd Year | psal2411 03 | 33,887 | 35,073 | 36,301 | <i>2nd Year</i> | gosl4 02 | 40,508 | 41926 | 43393 |
| 4th Year | psal2411 04 | 36,059 | 37,321 | 38,627 | <i>3rd Year</i> | gosl4 03 | 41,622 | 43079 | 44587 |
| 5th Year | psal2411 05 | 39,427 | 40,807 | 42,235 | LEVEL 5 | | | | |
| 6th Year | psal2411 06 | 41,622 | 43,079 | 44,587 | <i>1st Year</i> | gosl5 01 | 43,765 | 45297 | 46882 |
| LEVEL 5 CL 11 (SENIOR SOCIAL WORKER, CLINICAL PSYCH, PSYCHOLOGIST) | | | | | <i>2nd Year</i> | gosl5 02 | 45,214 | 46796 | 48434 |
| 1st Year | psal511 01 | 43,765 | 45,297 | 46,882 | <i>3rd Year</i> | gosl5 03 | 46,719 | 48354 | 50047 |
| 2nd Year | psal511 02 | 45,214 | 46,796 | 48,434 | <i>4th Year</i> | gosl5 04 | 48,282 | 49972 | 51721 |
| 3rd Year | psal511 03 | 46,719 | 48,354 | 50,047 | LEVEL 6 | | | | |
| 4th Year | psal511 04 | 48,282 | 49,972 | 51,721 | <i>1st Year</i> | gosl6 01 | 50,793 | 52571 | 54411 |
| LEVEL 6 CL 11 (CLINICAL PSYCHOLOGIST) | | | | | <i>2nd Year</i> | gosl6 02 | 52,501 | 54339 | 56240 |
| 1st Year | psal611 01 | 50,793 | 52,571 | 54,411 | <i>3rd Year</i> | gosl6 03 | 54,268 | 56167 | 58133 |
| 2nd Year | psal611 02 | 52,501 | 54,339 | 56,240 | <i>4th Year</i> | gosl6 04 | 56,155 | 58120 | 60155 |
| 3rd Year | psal611 03 | 54,268 | 56,167 | 58,133 | LEVEL 6/7 CL 11 (LEGAL OFFICERS) | | | | |
| 4th Year | psal611 04 | 56,155 | 58,120 | 60,155 | <i>1st Year</i> | psal6711 01 | 50,793 | 52,571 | 54,411 |
| LEVEL 6/7 CL 11 (LEGAL OFFICERS) | | | | | <i>2nd Year</i> | psal6711 02 | 52,501 | 54,339 | 56,240 |
| 1st Year | psal6711 01 | 50,793 | 52,571 | 54,411 | <i>3rd Year</i> | psal6711 03 | 54,268 | 56,167 | 58,133 |
| 2nd Year | psal6711 02 | 52,501 | 54,339 | 56,240 | <i>4th Year</i> | psal6711 04 | 56,155 | 58,120 | 60,155 |
| 3rd Year | psal6711 03 | 54,268 | 56,167 | 58,133 | <i>5th Year</i> | psal6711 05 | 59,049 | 61,116 | 63,255 |
| 4th Year | psal6711 04 | 56,155 | 58,120 | 60,155 | <i>6th Year</i> | psal6711 06 | 61,052 | 63,189 | 65,400 |
| 5th Year | psal6711 05 | 59,049 | 61,116 | 63,255 | <i>7th Year</i> | psal6711 07 | 63,230 | 65,443 | 67,734 |
| 6th Year | psal6711 06 | 61,052 | 63,189 | 65,400 | | | | | |
| 7th Year | psal6711 07 | 63,230 | 65,443 | 67,734 | | | | | |

| CLASS STEP | ANNUAL RATE | ANNUAL RATE From registration | ANNUAL RATE Milestone See Cl.35 | |
|------------------------|-------------|-------------------------------|---------------------------------|--------|
| | | | | |
| | 1.07.96 | 3.5% | 3.5% | |
| LEVEL 7 | | | | |
| 1st Year gosl7 01 | 59,049 | 61116 | 63255 | |
| 2nd Year gosl7 02 | 61,052 | 63189 | 65400 | |
| 3rd Year gosl7 03 | 63,230 | 65443 | 67734 | |
| LEVEL 8 | | | | |
| 1st Year gosl8 01 | 66,770 | 69107 | 71526 | |
| 2nd Year gosl8 02 | 69,306 | 71732 | 74242 | |
| 3rd Year gosl8 03 | 72,451 | 74987 | 77611 | |
| LEVEL 9 | | | | |
| 1st Year gosl9 01 | 76,378 | 79051 | 81818 | |
| 2nd Year gosl9 02 | 79,032 | 81798 | 84661 | |
| 3rd Year gosl9 03 | 82,058 | 84930 | 87903 | |
| CLASS 1 | gosc1 01 | 86,634 | 89666 | 92805 |
| CLASS 2 | gosc2 01 | 91,210 | 94402 | 97706 |
| CLASS 3 | gosc3 01 | 95,784 | 99136 | 102606 |
| CLASS 4 | gosc4 01 | 100,360 | 103873 | 107508 |
| LEVEL 2/4 CL 11 | | | | |
| 1st Year gosl2411 01 | 30,583 | 31653 | 32761 | |
| 2nd Year gosl2411 02 | 32,150 | 33275 | 34440 | |
| 3rd Year gosl2411 03 | 33,887 | 35073 | 36301 | |
| 4th Year gosl2411 04 | 36,059 | 37321 | 38627 | |
| 5th Year gosl2411 05 | 39,427 | 40807 | 42235 | |
| 6th Year gosl2411 06 | 41,622 | 43079 | 44587 | |

(1) Officers, who possess a relevant tertiary level qualification, or equivalent determined by the Commissioner, and who are employed in the callings of Agricultural Scientist, Architect, Dental Officer, Education Officer, Engineer, Forestry Officer, Geologist, Laboratory Technologist, Land Surveyor, Legal Officer, Librarian, Medical Officer, Planning Officer, Probation and Parole Officer, Psychiatrist, Clinical Psychologist, Psychologist, Quantity Surveyor, Scientific Officer, Social Worker, Superintendent of Education, Therapist (Occupational, Physio or Speech), Veterinary Scientist, or any other professional calling determined by the Commissioner.

SALARY RATES FOR THE FAMILY CHILDREN'S SERVICES ENTERPRISE BARGAINING AGREEMENT 1995

INSTITUTION OFFICERS ALLOWANCES AND CONDITIONS AWARD OF 1977

| CLASS STEP | ANNUAL RATE | Plus 16% COMTD ALL | 3.50% From registration | Plus 16% COMTD ALL | 3.50% Milestone see Cl.35 | Plus 16% COMTD ALL |
|---------------------------------|-------------|--------------------|-------------------------|--------------------|---------------------------|--------------------|
| | 1.07.96 | 1.07.96 | | | | |
| | \$ | \$ | | | | |
| GROUP WORKER Unqualified | | | | | | |
| LEVEL 2.1 | | | | | | |
| 1st Year instl2u 01 | 30,583 | 35,476 | 31653 | 37351 | 32761 | 38658 |
| GROUP WORKER | | | | | | |
| LEVEL 2 | | | | | | |
| 1st Year instl2 01 | 30,583 | 35,476 | 31653 | 37351 | 32761 | 38658 |
| 2nd Year instl2 02 | 31,347 | 36,363 | 32444 | 38284 | 33580 | 39624 |
| 3rd Year instl2 03 | 32,150 | 37,294 | 33275 | 39265 | 34440 | 40639 |
| 4th Year instl2 04 | 32,999 | 38,279 | 34154 | 40302 | 35349 | 41712 |
| 5th Year instl2 05 | 33,887 | 39,309 | 35073 | 41386 | 36301 | 42835 |
| SNR GROUP WORKER | | | | | | |
| LEVEL 3 | | | | | | |
| 1st Year instl3 01 | 35,108 | 40,725 | 36337 | 42877 | 37609 | 44378 |
| 2nd Year instl3 02 | 36,059 | 41,829 | 37321 | 44039 | 38627 | 45580 |
| 3rd Year instl3 03 | 37,040 | 42,966 | 38336 | 45237 | 39678 | 46820 |
| 4th Year instl3 04 | 38,046 | 44,133 | 39378 | 46466 | 40756 | 48092 |

| CLASS STEP | ANNUAL RATE | | Annual Rate 3.5% | Plus 18% Comtd All | Annual Rate 3.5% | Plus 18% Comtd All |
|------------|-------------|--------------------|------------------|--------------------|------------------|--------------------|
| | Plus 1.5% | Plus 18% Comtd All | | | | |
| | 1.07.96 | 1.07.96 | | | | |
| | \$ | \$ | | | | |

(ASSISTANT, RESIDENTIAL PLACEMENT CENTRE) HOSTEL ASSISTANT

| LEVEL 1 | | | | | | | |
|-----------------------|--------|--------|-------|-------|-------|-------|--|
| <i>Under 17 Years</i> | | | | | | | |
| afhl1 01 | 12,654 | 14,932 | 13097 | 15454 | 13555 | 15995 | |
| 17 Years afhl1 02 | 14,648 | 17,285 | 15161 | 17890 | 15691 | 18516 | |
| 18 Years afhl1 03 | 16,946 | 19,996 | 17539 | 20696 | 18153 | 21421 | |
| 19 Years afhl1 04 | 19,484 | 22,991 | 20166 | 23796 | 20872 | 24629 | |
| 20 Years afhl1 05 | 21,778 | 25,698 | 22540 | 26597 | 23329 | 27528 | |
| 1st Year afhl1 08 | 25,258 | 29,804 | 26142 | 30848 | 27057 | 31927 | |
| 2nd Year afhl1 09 | 25,961 | 30,634 | 26870 | 31706 | 27810 | 32816 | |
| 3rd Year afhl1 10 | 26,668 | 31,468 | 27601 | 32570 | 28567 | 33710 | |
| 4th Year afhl1 11 | 27,376 | 32,304 | 28334 | 33434 | 29326 | 34605 | |
| 5th Year afhl1 12 | 28,190 | 33,264 | 29177 | 34428 | 30198 | 35633 | |
| 6th Year afhl1 13 | 28,753 | 33,928 | 29759 | 35116 | 30801 | 36345 | |
| 7th Year afhl1 14 | 29,586 | 34,911 | 30622 | 36133 | 31693 | 37398 | |

HOSTEL SUPERVISOR

| LEVEL 2 | | | | | | | |
|-------------------|--------|--------|-------|-------|-------|-------|--|
| 1st Year afhl2 01 | 30,583 | 36,088 | 31653 | 37351 | 32761 | 38658 | |
| 2nd Year afhl2 02 | 31,347 | 36,989 | 32444 | 38284 | 33580 | 39624 | |
| 3rd Year afhl2 03 | 32,150 | 37,937 | 33275 | 39265 | 34440 | 40639 | |
| 4th Year afhl2 04 | 32,999 | 38,939 | 34154 | 40302 | 35349 | 41712 | |
| 5th Year afhl2 05 | 33,887 | 39,987 | 35073 | 41386 | 36301 | 42835 | |

HOSTEL MANAGER

| LEVEL 3 | | | | | | | |
|-------------------|--------|--------|-------|-------|-------|-------|--|
| 1st Year afhl3 01 | 35,108 | 41,427 | 36337 | 42877 | 37609 | 44378 | |
| 2nd Year afhl3 02 | 36,059 | 42,550 | 37321 | 44039 | 38627 | 45580 | |
| 3rd Year afhl3 03 | 37,040 | 43,707 | 38336 | 45237 | 39678 | 46820 | |
| 4th Year afhl3 04 | 38,046 | 44,894 | 39378 | 46466 | 40756 | 48092 | |

SALARY RATES FOR THE FAMILY AND CHILDREN'S SERVICES ENTERPRISE BARGAINING AGREEMENT 1995

FAMILY RESOURCE WORKERS, WELFARE ASSISTANTS AND PARENT HELPERS AWARD 1990

| Class Step | Annual Rate | Annual Rate At Registration | Annual Rate Milestone Cl.35 |
|---------------------------------|-------------|-----------------------------|-----------------------------|
| | 1.07.96 | 3.50% | 3.50% |
| LEVEL 1 | | | |
| <i>Under 17 Years</i> | | | |
| frwl1 01 | 12,654 | 13097 | 13555 |
| 17 Years frwl1 02 | 14,648 | 15161 | 15691 |
| 18 Years frwl1 03 | 16,946 | 17539 | 18153 |
| 19 Years frwl1 04 | 19,484 | 20166 | 20872 |
| 20 Years frwl1 05 | 21,778 | 22540 | 23329 |
| 1st Year frwl1 08 | 25,258 | 26142 | 27057 |
| 2nd Year frwl1 09 | 25,961 | 26870 | 27810 |
| 3rd Year frwl1 10 | 26,668 | 27601 | 28567 |
| 4th Year frwl1 11 | 27,376 | 28334 | 29326 |
| 5th Year frwl1 12 | 28,190 | 29177 | 30198 |
| 6th Year frwl1 13 | 28,753 | 29759 | 30801 |
| 7th Year frwl1 14 | 29,586 | 30622 | 31693 |
| LEVEL 2 (PARENT HELPERS) | | | |
| Class Step | Annual Rate | Annual Rate at registration | Annual Rate Milestone Cl.35 |
| | 14.7.96 | 3.5% | 3.5% |
| 1st Year frwl2 01 | 30583 | 31653 | 32761 |
| 2nd Year frwl2 02 | 31347 | 32444 | 33580 |
| 3rd Year frwl2 03 | 32150 | 33275 | 34440 |
| 4th Year frwl2 04 | 32999 | 34154 | 35349 |
| 5th Year frwl2 05 | 33887 | 35073 | 36301 |

CATER EMPS & TEA ATTDTS (GOVT) 34 OF 1981

WAGE RATES

AWARD ID: CATTEA (38 HRS/PW)

| | | On registration | Milestone See Cl.35 |
|--|----------|-----------------|---------------------|
| 1st Year Rate (ctagtea01) 3 hrs and above per day | 1.7.96 | 3.5% | 3.5% |
| Wage | \$339.06 | \$350.93 | \$363.21 |
| +Svc Pay | \$49.70 | \$49.70 | \$49.70 |
| | \$388.76 | \$400.63 | \$412.91 |
| + 15% Loading | \$58.31 | \$60.09 | \$61.94 |
| TOTAL | \$447.07 | \$460.72 | \$474.85 |
| Hourly Rate (Weekly Rate Divide by 38) | \$11.77 | \$12.12 | \$12.50 |
| 2nd Year Rate (ctagtea02) 3 hrs and above per day | 1.7.96 | | |
| Wage | \$339.06 | \$350.93 | \$363.21 |
| +Svc Pay | \$54.30 | \$54.30 | \$54.30 |
| | \$393.36 | \$405.23 | \$417.51 |
| + 15% Loading | \$59.00 | \$60.78 | \$62.63 |
| TOTAL | \$452.36 | \$466.01 | \$480.14 |
| Hourly Rate (Weekly Rate Divide by 38) | \$11.90 | \$12.26 | \$12.64 |
| 3rd Year Rate (cteatag03) 3 hrs and above per day | 1.7.96 | | |
| Wage | \$339.06 | \$350.93 | \$363.21 |
| +Svc Pay | \$58.30 | \$58.30 | \$58.30 |
| | \$397.36 | \$409.23 | \$421.51 |
| + 15% Loading | \$59.60 | \$61.38 | \$63.23 |
| TOTAL | \$456.96 | \$470.61 | \$484.74 |
| HOURLY RATE (Weekly Rate Divide by 38) | \$12.03 | \$12.38 | \$12.76 |

SUPERVISORY ALLOWANCE

In charge of less than six (6) employees: \$8.30 pw

CASUAL EMPLOYEE (employed on hourly contract with no leave entitlements)

| | 1.7.96 | On registration | Milestone Cl.35 |
|---|----------|-----------------|-----------------|
| Wage | \$339.06 | \$350.93 | \$363.21 |
| + 50% | \$169.53 | \$175.47 | \$181.61 |
| TOTAL | \$508.59 | \$526.40 | \$544.82 |
| Hourly Rate (Weekly Rate Divide by 38) | \$13.38 | \$13.85 | \$14.34 |

WAGES RATES FOR THE FAMILY AND CHILDREN'S SERVICES ENTERPRISE BARGAINING AGREEMENT 1995

COMMUNITY WELFARE DEPARTMENT HOSTELS AWARD 1983

| FUNCTION TITLE | CLASS STEP | YEAR | 1.07.96 | On registration 3.5% | Milestone Cl.35 3.5% |
|------------------------------------|---|---------------|----------|----------------------|----------------------|
| | | | (Weekly) | (Weekly) | (Weekly) |
| COOK | cwdhcook 01 | 1ST YR | \$465.70 | \$482.00 | \$498.87 |
| | cwdhcook 02 | 2ND YR | \$470.37 | \$486.83 | \$503.87 |
| | cwdhcook 03 | 3RD YR | \$474.84 | \$491.46 | \$508.66 |
| GROUNDSMAN/ GARDENER | cwdhgard 01 | 1ST YR | \$450.38 | \$466.14 | \$482.46 |
| | cwdhgard 02 | 2ND YR | \$452.00 | \$467.82 | \$484.19 |
| | cwdhgard 03 | 3RD YR | \$459.83 | \$475.92 | \$492.58 |
| DOMESTIC | cwdhdom 01 | 1ST YR | \$435.26 | \$450.49 | \$466.26 |
| | cwdhdom 02 | 2ND YR | \$440.27 | \$455.68 | \$471.63 |
| | cwdhdom 03 | 3RD YR | \$444.72 | \$460.29 | \$476.40 |
| JUNIORS | U/16 Yrs | 60% of 1st Yr | | | |
| | U/17 Yrs | 70% of 1st Yr | | | |
| | U/18 Yrs | 80% of 1st Yr | | | |
| Board & Lodging 1 day 1 unit | \$10.30pw (Adult) 4 units (3 meals and 1 bed) 0.37 cents (Adult) | | | | |
| 1 week | 0.17 cents (Child 12 yrs-16 yrs) 0.08 cents (Child 1 yr-12yrs) 28 units | | | | |

WAGES RATES FOR THE FAMILY AND CHILDREN'S SERVICES ENTERPRISE BARGAINING AGREEMENT 1995

GARDENERS GOVERNMENT AWARD 16 OF 1983

| FUNCTION TITLE | CLASS STEP | YEAR | 1.07.96 | On registration Plus 3.5% | Milestone Cl.35 Plus 3.5% |
|----------------------------------|------------|--------|----------|---------------------------|---------------------------|
| | | | (Weekly) | (Weekly) | (Weekly) |
| GARDENER/ GROUND ATTENDANT | ggag2 01 | 1ST YR | \$438.52 | \$453.87 | \$469.75 |
| | ggag2 02 | 2ND YR | \$442.65 | \$458.14 | \$474.18 |
| | ggag2 03 | 3RD YR | \$447.11 | \$462.76 | \$478.96 |

NOTE: 20% Casual Loading is only paid in addition to 1st year rate of pay for work 4 weeks or less.

WAGES RATES FOR THE FAMILY AND CHILDREN'S SERVICES ENTERPRISE BARGAINING AGREEMENT 1995

CLEANERS & CARETAKERS (GOVERNMENT) AWARD 32 OF 1975

| FUNCTION TITLE | CLASS STEP | YEAR | 1.07.96 | On registration Plus 3.5% | Milestone Cl.35 Plus 3.5% |
|--|------------|--------|----------|---------------------------|---------------------------|
| | | | (Weekly) | (Weekly) | (Weekly) |
| CLEANERS | cgclean 01 | 1ST YR | \$435.70 | \$450.95 | \$466.73 |
| | cgclean 02 | 2ND YR | \$440.05 | \$455.45 | \$471.39 |
| | cgclean 03 | 3RD YR | \$444.61 | \$460.17 | \$476.28 |
| NOTE: 20% Casual Loading payable to part-time employees working 12 hours per week or less. | | | | | |
| CARETAKERS | ccgcare 01 | 1ST YR | \$455.27 | \$471.20 | \$487.70 |
| | ccgcare 02 | 2ND YR | \$459.39 | \$475.47 | \$492.11 |
| | ccgcare 03 | 3RD YR | \$463.63 | \$479.86 | \$496.65 |

NOTE: 20% Casual loading applicable to employees working for 4 weeks or less.

WAGES RATES FOR THE FAMILY AND CHILDREN'S SERVICES ENTERPRISE BARGAINING AGREEMENT 1995

HOSPITAL WORKERS (GOVERNMENT) AWARD 21 OF 1966

| FUNCTION TITLE | CLASS STEP | YEAR | 1.07.96 | On registration Plus 3.5% | Milestone Cl.35 Plus 3.5% |
|------------------------|------------|--------|----------|---------------------------|---------------------------|
| | | | (Weekly) | (Weekly) | (Weekly) |
| DRIVER (> 3 tonnes) | hwgdri3 01 | 1ST YR | \$471.46 | \$487.96 | \$505.04 |
| | hwgdri3 02 | 2ND YR | \$475.16 | \$491.79 | \$509.00 |
| | hwgdri3 03 | 3RD YR | \$478.85 | \$495.61 | \$512.96 |

WAGES RATES FOR THE FAMILY AND CHILDREN'S SERVICES ENTERPRISE BARGAINING AGREEMENT 1995

CHILDREN'S SERVICES (GOV'T) AWARD 1989
CHILD CARE GIVER (Previously Child Care Aide)

| | CLASS STEP | YEAR | 1.07.96 | On registration Plus 3.5% | Milestone Cl.35 Plus 3.5% |
|----------|------------|------|--------------|---------------------------|---------------------------|
| | | | \$ per Annum | \$ per Annum | \$ per Annum |
| 1st Year | csgaccg 01 | | 23,093 | 23,901 | 24,738 |
| 2nd Year | csgaccg 02 | | 23,546 | 24,370 | 25,223 |
| 3rd Year | csgaccg 03 | | 23,977 | 24,816 | 25,685 |
| 4th Year | csgaccg 04 | | 24,581 | 25,441 | 26,332 |

* NOTE: For casual employees only the year 1 rate + 20% payable.
Employees are considered casual if they are employed for 4 weeks or less

FAMILY AND CHILDREN'S SERVICES WORKPLACE AGREEMENT 1998.**FINAL PRODUCTIVITY IMPROVEMENTS JUSTIFICATION**

| SAVING | Initiative | How Achieved | Productivity Current | Measure Target | CASH OR FTE Savings | \$ Savings/ Value | % Salary Budget |
|------------------|---|--|--|--|--|---|-----------------|
| Notional Savings | Restructure of department. | Reduction of Executive. Major reduction of administration & support processes. New Funder Purchaser Provider model introduced. 50 admin' FTE from new effective processes moved to direct Field Service Delivery & Customer Service from 1/1/98 | Current structure has been in place for some years with minor modification. | The major achievements of the Restructure will be measured by the increase of 50 FTE in Field Service Delivery and reduction of 50 FTE in Administration. Implementation by 1/1/98. | 50 FTE moved from Admin'/support positions to front line Service Delivery by elimination of admin'/support positions and improved process. | \$2,531,750 (50 Level 2/4 FTE plus on-costs) | 5.3% |
| Notional Savings | New Directions Achieve increased workload with current staff levels | The workload in Protection and care of children is increasing, and staff are re-skilling and will meet this increase with no increase in staff numbers. A productivity gain. | Continue to achieve increased workload management over the next two years with constant staff numbers. | Audit of structure at 30th December 1998 will attest to measure target being achieved. | 13 senior level Social Work FTE saved by better work practices and re-skilling | \$658,255 (13 Level 2/4 FTE plus on-costs) | 1.3% |
| Notional Savings | Human Resources | A re-structure of the Human Resources Division will ensure that quality output is maintained with a 2 staff FTE reduction by 1st January 1998 | Re-skilling and amalgamation of tasks, elimination of administration, reduction of management positions with FTE transferred to field Service. | HR Division will maintain service with a 2 FTE staff reduction. Audit of structure at 30th December 1998 will attest to measure target being reached. | 2 FTE reduced in clerical and management positions. | \$91,000 (2 Level 2 FTE plus on-costs) | 0.2% |
| Notional Savings | Non-Government Funding | Changed processes and staff re-skilling will allow increased workload to be managed without increased staff. A productivity gain. | Non-Government funding is increasing in complexity and control. | Achievement measured by confirmation that increased workloads are being managed with constant staff numbers. Audit of structure at 30th December 1998 will attest to measure target being achieved. | 3 medium level Staff FTE saved by better work practices and re-skilling | \$169,500 (3 Level 5 FTE plus on-costs) | 0.4% |
| Notional Savings | Sponsorship | A new initiative will attract new sponsorship to the department without staff increases. A productivity gain. | Sponsorship funding supplements Government spending | Sponsorship Funding attraction to the department increases while staff numbers remain constant. Audit of structure at 30th December 1998 will attest to measure target being achieved. | 1 medium level FTE saved by better practice | \$56,500 (1 Level 5 FTE plus on-costs) | 0.1% |

SCHEDULE B
WORKPLACE REFORM

| SAVING | Initiative | How Achieved | Productivity Current | Measure Target | CASH OR FTE Savings | \$ Savings/ Value | % Salary Budget |
|---------------------|------------|---|---|--|----------------------------|--------------------|-----------------|
| CASH SAVINGS | | | | | | | |
| 1997/1998 | | Closure of 3 Regional Offices as part of Departmental review rationalisation of services. | An extensive Regional structure exists and will be modified by the introduction of the Funder Purchaser Provider model. | Regional Offices will commence closure prior to January 1998. Audit of assets at 30th December 1998 will attest to measure target being reached. | \$420,000 cash saving | \$420,000 | 0.9% |
| COSTS | | Estimated cost of compaction of Level 1 from 9 Levels down to 7 | | TOTAL. GROSS SAVINGS COMMENCING 1/1/98 | | \$3,927,005 | 8.2% |
| | | Estimated cost of 6 weeks paid parental leave | | | (\$48,000 cost estimated) | (\$48,000 cost) | (0.1%) |
| | | Estimated cost to increase Country access to second car | | | (\$100,000 cost estimated) | (\$100,000 cost) | (0.2%) |
| | | | | | (\$17,000 cost estimated) | (\$17,000 cost) | (0.03%) |
| | | | | TOTAL NET SAVINGS COMMENCING 1/1/98 | | \$3,762,005 | 7.9% |

ADDITIONAL CASH SAVINGS IN 1998/99 & 1999/2000

| SAVING | Initiative | How Achieved | Productivity Current | Measure Target | CASH OR FTE Savings | \$ Savings/ Value | % Salary Budget |
|-----------|------------|--|----------------------|---|--|--|---------------------|
| 1998/99 | | <p>Full year effect of closure of regional offices.</p> <p>Contribution by Directorate administration units. Operating budgets to be reduced by 2.45% to be off-set by increased effectiveness.</p> <p>Savings in motor vehicle leasing costs as a result of the introduction of a new leasing arrangement</p> <p>Savings in indirect costs associated with the transfer of administrative positions from country areas to metropolitan such as fringe benefits tax, Government Employee Housing subsidy, airconditioning subsidy and district allowance</p> <p>Additional contribution by directorate administration units. Operating budgets to be reduced and offset by increased efficiencies.</p> | | | <p>\$300,000 cash saving</p> <p>\$300,000 cash saving</p> <p>\$160,000 cash saving</p> <p>\$80,000 cash saving</p> <p>ADDITIONAL CASH SAVINGS</p> <p>\$420,000 cash saving.</p> | <p>\$840,000</p> | <p>1.75%</p> |
| 1999/2000 | | | | <p>ADDITIONAL CASH SAVINGS</p> <p>ADDITIONAL CASH SAVINGS</p> | | <p>\$420,000</p> | <p>0.88%</p> |
| | | | | <p>ADDITIONAL CASH SAVINGS</p> | | <p>\$1,260,000 Cash Savings</p> | <p>2.6%</p> |

**GLOBAL INSTALLATIONS PTY LTD
INDUSTRIAL AGREEMENT.**

No. AG 349 of 1997.

**WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.**

Industrial Relations Act 1979.

The Western Australian Builders' Labourers, Painters and Plasterers Union of Workers and the Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch

and

Global Installations Pty Ltd.

No. AG 349 of 1997.

Global Installations Pty Ltd Industrial Agreement.

COMMISSIONER P E SCOTT.

25 February 1998.

Order.

HAVING heard Mr G Giffard on behalf of the Applicant and there being no appearance on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Global Installations Pty Ltd Industrial Agreement in the terms of the following schedule be registered on the 15th day of January 1998.

[L.S.]

(Sgd.) P. E. SCOTT,
Commissioner.

WAGE AGREEMENT

Schedule.

1.—TITLE

This Agreement will be known as the Global Installations Pty Ltd Industrial Agreement.

2.—ARRANGEMENT

1. Title
 2. Arrangement
 3. Area and Parties Bound
 4. Application
 5. Duration
 6. Dispute Settlement Procedure
 7. Single Enterprise
 8. Relationship with Awards
 9. Enterprise Agreement
 10. Wage Increase
 11. Site Allowance
 12. Industry Standards
 13. Clothing and Footwear
 14. Training Allowance, Training Leave, Recognition of Prior Learning
 15. Seniority
 16. Sick Leave
 17. Pyramid Sub-Contracting
 18. Fares and Travelling
 19. Drug and Alcohol, Safety and Rehabilitation Program
 20. Income Protection
 21. No Extra Claims
- Appendix A—Wage Rates
Appendix B—Drug and Alcohol, Safety and Rehabilitation Program
Appendix C—Site Allowance

3.—AREA AND PARTIES BOUND

This is an Agreement between The Western Australian Builder's Labourers, Painters, & Plasterers Union of Workers and the Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch (hereinafter referred to as the "Unions") and Global Installations Pty Ltd (hereinafter referred to as the "Company") in the State of Western Australia.

4.—APPLICATION

This Agreement shall be binding upon the Company, the Union, its officers and members, and any person eligible to be a member of the Unions employed by the Company on work covered by the terms of the Building Trades (Construction) Award 1987, No. 14 of 1978 (the "Award"). There are approximately 2 employees covered by this agreement.

5.—DURATION

This Agreement shall commence from the first pay period on or after the date of signing and shall continue in effect until 31 October 1999.

The parties agree to commence discussion on the terms and conditions of any future agreement three calendar months prior to the expiration of this Agreement.

6.—DISPUTE SETTLEMENT PROCEDURE

In relation to any questions, disputes or difficulties arising out of the operation of this Agreement the dispute settlement procedure that shall apply shall be in the same terms as that outlined in Clause 46 Settlement of Disputes of the Award.

7.—SINGLE ENTERPRISE

It is agreed that this Agreement applies in respect of a single enterprise as defined in Clause 41A(2) of the WA Industrial Relations Act 1979, as amended (the "Act").

8.—RELATIONSHIP WITH AWARDS

This Agreement shall be read wholly in conjunction with the Award. Where this Agreement is silent on rates of pay and other matters pertaining to the employment relationship, the Award shall apply. Where there is conflict between the rates of pay, conditions, allowances and other matters in this Agreement and the Awards the higher rate shall apply.

9.—ENTERPRISE AGREEMENT

It is agreed that in the event of the Unions and the Company agreeing on the terms of a comprehensive enterprise agreement, this Agreement may be terminated in accordance with the requirements of the Act.

10.—WAGE INCREASE

This Agreement provides for increases in the hourly rate and allowances resulting in the wage rates in the Appendix A—Wage Rates.

11.—SITE ALLOWANCE

This Agreement provides for site allowances as per Appendix C—Site Allowance.

12.—INDUSTRY STANDARDS

1. Redundancy

It is a term of this Agreement that the Company will immediately increase its payments to \$45 per week per employee into the Western Australian Construction Industry Redundancy Fund and then will increase this to \$50 per week per employee on 1 August 1998.

2. Superannuation

The Company will immediately increase its level of payment into the Construction + Building Unions Superannuation Scheme to \$60 per week per employee.

3. Apprentice Rates

The Company agrees to maintain a ratio of no more than four tradespeople to one apprentice employed.

13.—CLOTHING AND FOOTWEAR

1. The following items will be supplied to each employee by the Company, upon the completion of five working days.

- (a) 1 pair safety boots, and will be replaced on a fair wear and tear basis.
- (b) 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- (c) 1 bluey jacket for each employee employed during the period 1 April to 31 October. (One issued per year)

2. The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

14.—TRAINING ALLOWANCE, TRAINING LEAVE, RECOGNITION OF PRIOR LEARNING

1. A training allowance of \$12.00 per week per worker shall be paid by the employer to the Union Education and Training Fund.

2. Subject to all qualifications in this clause, an employee shall, upon application in writing to and with approval of the employer, be granted leave with pay each calendar year pro-rata to attend courses conducted or approved by the NBCITC. The employers approval shall not be unreasonably withheld.

The application for leave shall be given to the employer at least two weeks in advance of the date of commencement of the course.

The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave where an employee is otherwise entitled.

An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than—

- course fees
- course books and materials
- payment of ordinary time earnings for such absence.

For the purpose of this clause ordinary time earnings shall be defined as the agreement classification rate.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

3. The employer will actively encourage employees to seek formal recognition of their skills (recognition of prior learning), and will allow leave as per (2) above for such purposes including but not limited to securing Tradesmen's Rights Certificates.

15.—SENIORITY

1. The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

2. When applying the "first on last off" principle it is agreed subject to the caveat of "all things being equal", it is intended to apply on a state basis rather than a site by site basis.

3. It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 6—Dispute Settlement Procedure.

4. An employee who has been retrenched by the Company shall have absolute preference and priority for re-employment/re-engagement by the Company. Where an employee is re-engaged within a period of six months the employee shall maintain continuity of service and all accrued entitlements with the Company.

16.—SICK LEAVE

For sick leave accrued after the date of signing this agreement the following will apply—

- (a) The Company's employees shall have the option of converting 100% of accrued sick leave entitlement to a cash payment on termination.
- (b) If an employee who has been terminated by the Company without exercising the above option is re-engaged within a period of six months, the unpaid balance of sick leave shall continue from the date of re-engagement.

17.—PYRAMID SUB-CONTRACTING

1. "Pyramid Sub-Contracting" is defined as the practice of a sub-contractor, to whom a sub-contract is originally awarded, sub-letting that contract or part thereof to another sub-contractor.

2. Provided that where a sub-contractor does not have the technical capacity to handle a specialist section of the contract and intends to engage a specialist sub-contractor to perform that work, that section may be re-let to a specialist sub-contractor.

3. Further provided that when a sub-contract is let for labour and material, a labour-only sub-contract may be let by the sub-contractor, but it is unacceptable as a principle for further labour-only sub-contracts to be re-let.

4. A bona fide sub-contractor is generally an employer of labour, save for a machine owner operator.

5. Where a disagreement arises in relation to the definition or application of the term "Pyramid Sub-Contracting" the parties shall discuss and determine the issue in accordance with the agreement dispute resolution procedure. In any event of a disagreement, the matter shall be negotiated further between the parties or referred to the Western Australian Industrial Relations Commission. Whilst these procedures are undertaken no industrial action shall occur.

18.—FARES AND TRAVELLING

In addition to Clause 12A of the award a travel payment shall be made in the form of a daily payment (on days worked) of \$6.15 per day per employee.

19.—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

The parties are committed to the Drug and Alcohol, Safety and Rehabilitation program as outlined in Appendix B—Drug and Alcohol, Safety and Rehabilitation Program.

20.—INCOME PROTECTION

The Company agrees to insure employees covered by this Agreement for injury and sickness. The scheme is to be negotiated through the ACTU Insurance Broking Pty Limited (ACN. 069 795 875)..

21.—NO EXTRA CLAIMS

The Union will make no further claims on the Company over conditions set out in this Agreement for the life of the Agreement.

Signed for and on behalf of—

| | | | |
|--------------|-------------|------------------|--------------------|
| The Unions: | BLPPU | <u>Signed</u> | <u>Common Seal</u> |
| | | Date: 8/12/97 | |
| | | <u>Signed</u> | |
| | | WITNESS | |
| | CMETU | <u>Signed</u> | <u>Common Seal</u> |
| | | Date: 8/12/97 | |
| | | <u>Signed</u> | |
| | | WITNESS | |
| The Company: | Common Seal | <u>Signed</u> | |
| | | Date: 29/11/97 | |
| | | <u>DAVID RAY</u> | |
| | | PRINT NAME | |
| | | <u>Signed</u> | |
| | | WITNESS | |

APPENDIX A—WAGE RATES

| | Date of Signing | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|-----------------------|-----------------|-----------------|---------------|-----------------|---------------|
| | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ | \$ | \$ |
| Labourer Group 1 | 15.56 | 16.01 | 16.47 | 16.92 | 17.15 |
| Labourer Group 2 | 15.03 | 15.47 | 15.90 | 16.34 | 16.56 |
| Labourer Group 3 | 14.63 | 15.05 | 15.48 | 15.90 | 16.12 |
| Plaster, Fixer | 16.17 | 16.64 | 17.11 | 17.58 | 17.82 |
| Painter, Glazier | 15.81 | 16.27 | 16.73 | 17.19 | 17.42 |
| Signwriter | 16.15 | 16.62 | 17.09 | 17.56 | 17.80 |
| Carpenter | 16.27 | 16.75 | 17.22 | 17.70 | 17.93 |
| Bricklayer | 16.11 | 16.58 | 17.05 | 17.52 | 17.75 |
| Refractory Bricklayer | 18.50 | 19.04 | 19.58 | 20.12 | 20.38 |
| Stonemason | 16.27 | 16.75 | 17.22 | 17.70 | 17.93 |
| Roofitiler | 15.99 | 16.45 | 16.92 | 17.38 | 17.62 |
| Marker/Setter Out | 16.75 | 17.24 | 17.72 | 18.21 | 18.46 |
| Special Class T | 16.96 | 17.46 | 17.95 | 18.45 | 18.69 |

APPRENTICE RATES

| | Date of Signing | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|-------------------------|-----------------|-----------------|---------------|-----------------|---------------|
| | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ | \$ | \$ |
| Plasterer, Fixer | | | | | |
| Yr 1 | 6.79 | 6.99 | 7.18 | 7.38 | 7.48 |
| Yr 2 (1/3) | 8.90 | 9.16 | 9.42 | 9.68 | 9.81 |
| Yr 3 (2/3) | 12.13 | 12.49 | 12.84 | 13.19 | 13.37 |
| Yr 4 (3/3) | 14.23 | 14.65 | 15.06 | 15.48 | 15.69 |
| Painter, Glazier | | | | | |
| Yr 1 (.5/3.5) | 6.64 | 6.84 | 7.03 | 7.22 | 7.32 |
| Yr 2 (1/3), (1.5/3.5) | 8.70 | 8.95 | 9.20 | 9.45 | 9.58 |
| Yr 3 (2/3), (2.5/3.5) | 11.86 | 12.20 | 12.55 | 12.89 | 13.06 |
| Yr 4 (3/3), (3.5/3.5) | 13.92 | 14.32 | 14.73 | 15.13 | 15.33 |

| | Date of Signing | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|---------------------|-----------------|-----------------|---------------|-----------------|---------------|
| | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ | \$ | \$ |
| Signwriter | | | | | |
| Yr 1 (.5/3/5) | 6.79 | 6.99 | 7.18 | 7.38 | 7.48 |
| Yr 2 (1/3, 1.5/3.5) | 8.88 | 9.14 | 9.40 | 9.65 | 9.78 |
| Yr 3 (2/3, 2.5/3.5) | 12.11 | 12.47 | 12.82 | 13.17 | 13.35 |
| Yr 4 (3/3, 3.5/3.5) | 14.21 | 14.63 | 15.04 | 15.46 | 15.66 |
| Carpenter | | | | | |
| Yr 1 | 6.84 | 7.04 | 7.24 | 7.44 | 7.54 |
| Yr 2 (1/3) | 8.95 | 9.21 | 9.47 | 9.73 | 9.86 |
| Yr 3 (2/3) | 12.21 | 12.56 | 12.92 | 13.27 | 13.45 |
| Yr 4 (3/3) | 14.32 | 14.73 | 15.15 | 15.57 | 15.78 |
| Bricklayer | | | | | |
| Yr 1 | 6.77 | 6.96 | 7.16 | 7.36 | 7.46 |
| Yr 2 (1/3) | 8.86 | 9.12 | 9.37 | 9.63 | 9.76 |
| Yr 3 (2/3) | 12.08 | 12.43 | 12.79 | 13.14 | 13.31 |
| Yr 4 (3/3) | 14.17 | 14.59 | 15.00 | 15.41 | 15.62 |
| Stonemason | | | | | |
| Yr 1 | 6.84 | 7.04 | 7.24 | 7.44 | 7.54 |
| Yr 2 (1/3) | 8.95 | 9.21 | 9.47 | 9.73 | 9.86 |
| Yr 3 (2/3) | 12.21 | 12.56 | 12.92 | 13.27 | 13.45 |
| Yr 4 (3/3) | 14.32 | 14.73 | 15.15 | 15.57 | 15.78 |
| Roofiler | | | | | |
| 6 months | 9.12 | 9.38 | 9.65 | 9.91 | 10.04 |
| 2nd 6 months | 10.02 | 10.31 | 10.61 | 10.90 | 11.04 |
| Yr 2 | 11.71 | 12.05 | 12.39 | 12.73 | 12.90 |
| Yr 3 | 13.74 | 14.14 | 14.54 | 14.94 | 15.14 |

APPENDIX B—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

1. PRINCIPLE

People dangerously affected by alcohol, and/or drugs are a safety hazard to themselves and all other persons in the workplace.

2. FOCUS

- Site safety and the involvement of the site safety committee
- Peer intervention and support
- Rehabilitation

3. WORKPLACE POLICY

- A person who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.
- The decision on a persons ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/employer representatives.
- There will be no payment of lost time to a person unable to work in a safe manner.
- If this happens 3 times the worker shall be given a written warning and made aware of the availability of treatment/counselling. If the worker refuses help he/she may be transferred/dismissed the next time he/she is dangerously affected.
- For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.
- A worker having problems with alcohol and or other drugs—
 - Will not be sacked if he/she is willing to get help.
 - Must undertake and continue with the recommended treatment to maintain the protection of this program.
 - Will be entitled to sick leave or leave without pay while attending treatment.

4. IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will—

- Clearly state its endorsement of the BTG Drug and Alcohol program and comply with it.
- Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Program to address a meeting of employees to discuss and endorse the program.

- Authorise the attendance of appropriate company personnel eg. Safety delegate/officer, safety committee members, union delegate, consultative committee members(s) at the two hour BTG Drug and Safety in the Workplace training course.

APPENDIX C—SITE ALLOWANCE

1. This agreement is between the parties to this agreement and shall apply to construction work undertaken by principal contractors who are engaged in the commercial/industrial sector of the building industry in the state of Western Australia within a 50km radius of the Perth General Post Office.

2. This agreement provides for a site allowance to be paid to employees engaged on particular building projects, and for such site allowance to be paid in addition to the wage rates and allowances prescribed by the award as well as any industrial or certified agreements made in conjunction with the award which does not prescribe a site allowance.

3. The site allowance payable under this agreement is to be paid at a flat rate per hour for all hours worked to compensate for all special factors/disabilities on the project and in lieu of all award special rates, with the exception of rates relating to the lifting of heavy blocks, cleaning down brickwork and the use of explosive powered tools which will be payable to an employee when he/she encounters that particular disability.

4. Site Allowance Formula

At the commencement of a project the particular site allowance to apply shall be determined in accordance with the following formula—

4.1 Projects Located Within Perth C.B.D. (as defined)

New Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.80 |
| Above \$2.1m to \$4.4m | \$2.15 |
| Over \$4.4m | \$2.75 |

Renovations, Restorations and/or Refurbishment Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.60 |
| Above \$2.1m to \$4.4m | \$1.80 |
| Over \$4.4m | \$2.35 |

4.2 Projects Located Within West Perth (as defined)

New Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.60 |
| Above \$2.1m to \$4.4m | \$1.80 |
| Over \$4.4m | \$2.35 |

Renovations, Restorations and/or Refurbishment Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.50 |
| Above \$2.1m to \$4.4m | \$1.70 |
| Over \$4.4m | \$1.95 |

The site allowance on projects which are a combination of new and renovation work shall be governed by the majority of work involved. For example, where the majority of work is new work, then the site allowance appropriate to new work shall be paid for all employees on the project.

4.3 Projects within 50 km radius of Perth G.P.O. but not including the C.B.D. or West Perth (as defined)

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$1m | NIL |
| Above \$1m to \$2.1m | \$1.20 |
| Above \$2.1m to \$5.8m | \$1.50 |
| Above \$5.8m to \$11.6m | \$1.75 |
| Above \$11.6m to \$23.6m | \$1.95 |
| Above \$23.6m to \$58.6m | \$2.25 |
| Over \$58.6m | \$2.45 |

“C.B.D.”—Central Business District shall mean the area bounded by the Swan River South, Swan River East to Nile Street running into Wittenoom Street, Hill Street to

Royal Street, Royal Street to Lord Street, Lord Street to Newcastle Street, along Newcastle Street to the Freeway, the Freeway South to the Perth Fremantle railway line, along the Perth-Fremantle railway line to Dyer Street, Dyer Street through to Havelock Street, Havelock Street to Kings Park Road, Kings Park Road to Fraser Avenue, Fraser Avenue projected through to the Swan River.

“West Perth”—shall mean the area contained within the boundaries formed by Thomas Street, Kings Park Road, Havelock Street, Dyer Street and the Perth-Fremantle railway line back to Thomas Street.

Boundary roads: If a road borders between two regions in which site allowances are to be paid as per this agreement, the parties confirm that one side of such a boundary road will be deemed to fall in one region and the other side of the boundary road will be deemed to fall in the other region. For example, the eastern side of Havelock Street will be in the “CBD” and the western side of Havelock Street shall be in “West Perth”.

“Project Contractual Value”—shall be deemed to mean the value of all tendered work which falls under the scope of the principal contractor’s contract.

5. The site/project allowance and project contractual value detailed in this agreement shall be adjusted on 1 October each year by the total C.P.I. movements for Perth during the preceding four quarters ending 30 June and accordingly, the site allowance amounts shall be adjusted up or down to the nearest five cents.

6. Project contractual values shall be subject to review at any renewal of this agreement, but in any event shall not be adjusted by a percentage less than the total CPI movements for Perth during the preceding four quarters ending 30 June. Such adjustment being to the nearest \$10,000.

7. The agreed site allowance once set pursuant to this agreement shall be recorded in a site agreement to which the applicable principal contractor and the Union will be signatories. The level of allowance once nominated at the commencement of the project will continue without change until completion of the project.

8. It is acknowledged that on certain projects a site agreement may be entered into between the principal contractor and the building trades group of unions for that project that may include matters regularly addressed within the industry, such as, but not limited to, the following—

- Disputes Procedures
- Occupational Health and Safety Procedures
- Demarcation Procedures
- First Aid Provisions and On-Site Amenities

and the unions will not unreasonably refuse to continue to discuss such matters if raised by the principal contractor.

9. This agreement does not apply to resource development projects or civil and engineering projects.

10. Where a dispute arises as to the application of the terms of this agreement, if the issue cannot be resolved in discussions between the parties, it is agreed that the matter will be referred to the appropriate industrial tribunal for resolution without recourse to industrial action.

11. It is a term of this agreement that all site allowance agreements entered into prior to this date will be honoured by all parties and will continue to apply for the life of the particular project.

12. Where because of a condition of contract the principal contractor is required not to allow for a site allowance, before final application of this agreement, discussions will be held between the parties with a view to resolving any problems that may arise as a result of this situation.

13. This agreement shall only apply to building contracts entered into on or after 1 October, 1995.

HOSPITAL SALARIED OFFICERS ARMADALE HEALTH SERVICE ENTERPRISE BARGAINING AGREEMENT 1997.

No. PSA AG 14 of 1998.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Metropolitan Health Service Board—Armadale Health Service

and

Hospital Salaried Officers Association of Western Australia (Union of Workers).

No. PSA AG 14 of 1998.

25 February 1998.

Order.

REGISTRATION OF AN INDUSTRIAL AGREEMENT
No. PSA AG 14 OF 1998

HAVING heard Mr P. Moody on behalf of the first named party and Mr C. Panizza on behalf of the second named party; and

WHEREAS an agreement has been presented to the Public Service Arbitrator for registration as an Industrial Agreement; and

WHEREAS the Public Service Arbitrator is satisfied that the aforementioned agreement complies with s.41A, s.49A and s.49B of the Industrial Relations Act, 1979;

NOW THEREFORE the Public Service Arbitrator, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement titled the Hospital Salaried Officers Armadale Health Service Enterprise Bargaining Agreement 1997, filed in the Commission on 4 February 1997, signed by me for identification, be and is hereby registered as an Industrial Agreement.

(Sgd.) C. B. PARKS,
Public Service Arbitrator.

[L.S.]

AGREEMENT

1.—TITLE

This Agreement shall be titled the Hospital Salaried Officers Armadale Health Service Enterprise Bargaining Agreement 1997.

2.—ARRANGEMENT

1. Title
 2. Arrangement
 3. Purpose of Agreement
 4. Application and Parties Bound
 5. Term of Agreement
 6. No Extra Claims
 7. Objectives, Principles and Commitments
 8. Framework and Principles for further Productivity Bargaining
 9. Awards, Agreements and Workplace Agreements
 10. Rates of Pay and their Adjustment
 11. Resources for Productivity Negotiations
 12. Dispute Avoidance and Settlement Procedures
 13. Hours
 14. Part-Time Employees
 15. Medical Imaging Technologists
 16. Public Holidays
 17. Long Service Leave
 18. Sick Leave
 19. Family, Bereavement and Personal Leave
 20. Allowances
 21. Overpayments
 22. Salaries
 23. Ratification
- ATTACHMENT 1 Model for Identifying Productivity Increases
ATTACHMENT 2 Changed Work Arrangements

3.—PURPOSE OF AGREEMENT

(1) This Agreement aims to achieve improvements in productivity and efficiency and the enhanced performance of Armadale Health Service along with allowing the benefits from those improvements to be shared by employees, Armadale Health Service and the Government on behalf of the Community.

(2) This Agreement places priority on the parties at Armadale Health Service taking responsibility for their own labour relations affairs and reaching agreement on issues appropriate to Armadale Health Service.

(3) This Agreement is entered into in accordance with the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996.

4.—APPLICATION AND PARTIES BOUND

(1) This agreement applies to the Hospital Salaried Officers Association of Western Australia (Union of Workers) (HSOA), the Employees covered by the HSOA's Public Sector Awards employed by the Metropolitan Health Service Board at Armadale Health Service and/or any facility or service managed, controlled or operated by the Armadale Health Service, (hereinafter referred to as Armadale Health Service) subject to the extent to which it employs employees covered by the Hospital Salaried Officers Award No. 39 of 1968.

(2) The estimated number of employees bound by this Agreement at the time of registration is 116 employees.

(3) This Agreement shall be read in conjunction with the Hospital Salaried Officers Award No. 39 of 1968 (hereafter referred to as the Award) and shall replace the provisions of that Award where expressly stated herein.

(4) This Agreement replaces the Hospital Salaried Officers Armadale-Kelmscott District Memorial Hospital Enterprise Bargaining Agreement PSA AG 11 of 1996.

5.—TERM OF AGREEMENT

(1) This Agreement shall operate from the date of Registration until 31 March 1998, provided that this Agreement, including allowances and salaries, may be varied or replaced prior to its expiry in order to implement any agreement arising out of this Agreement or the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996.

(2) The parties to this Agreement agree to re-open negotiations forthwith.

6.—NO EXTRA CLAIMS

(1) Subject to the agreed award consolidation and the mandatory core items for the first salary increase as outlined in Clause 13(1) of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996, this Agreement is in settlement of Application Number P59/94.

(2) (i) For the life of this Agreement or any agreement replacing this Agreement, the Hospital Salaried Officers Association shall make no further claims at Industry or Health Service level for productivity improvements which occurred 1 July 1997.

(ii) For the life of this Agreement or any agreement replacing this agreement, the Hospital Salaried Officers Association shall make no further claims at Health Service level for productivity improvements which occurred between 1 January 1997 and 1 July 1997 and which have been documented as being identified in justifying wage increases under this Agreement.

7.—OBJECTIVES, PRINCIPLES AND COMMITMENTS

(1) The parties agree that the objectives of this Agreement are to—

- (a) improve the productivity and efficiency of Armadale Health Service;
- (b) facilitate greater decentralisation and flexibility in negotiating employment conditions and work arrangements at Armadale Health Service;
- (c) ensure high quality patient services in a safe, healthy and equitable work environment;

- (d) ensure high quality of employment and jobs; and
- (e) provide a pathway to providing a wage increase to employees based upon the achievement of improved productivity and efficiency.

(2) By—

- (a) ensuring that gains achieved through agreed improved productivity and changes in workplace culture are shared by employees, Armadale Health Service and its clients and the Government on behalf of the community;
- (b) ensuring that Armadale Health Service operates in a manner consistent with the principles outlined in Section 7 of the Public Sector Management Act;
- (c) developing and pursuing changes on a co-operative basis; and
- (d) ensuring that Armadale Health Service operates as effectively, efficiently and competitively as possible.

(3) The Hospital Salaried Officers Association and Armadale Health Service, Management and Employees bound by this Agreement are committed to—

- (a) Support and actively contribute to health service continuous quality improvement, including best practice, where best practice—
 - (i) is simply the best way of doing things;
 - (ii) is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to health service issues;
 - (iii) practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues;
 - (iv) is outcome rather than simply activity based;
 - (v) provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used;
 - (vi) depends on effective training, empowerment and participation of both management and employees to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process; and
 - (vii) are to be based on the following principles—
 - customer/patient focus
 - management commitment
 - employee participation
 - leadership
 - information analysis
 - policies and plans
 - appropriate standards
 - hospital/health service performance
 - cost effectiveness
 - working smarter
- (b) Support the clinical, teaching, research and organisation goals of the health service and contribute to the achievement of those goals as active members of the health service community.
- (c) Support and actively contribute to the achievement and/or maintenance of ISO 9002 Accreditation.
- (d) Actively contribute to the achievement of health service budgets.
- (e) Assist with achieving Health department defined waiting list priorities and day surgery targets.
- (f) Co-operate with the development and implementation of strategies to achieve length of stay targets.
- (g) Participate in a Multidisciplinary approach to patient care.
- (h) The principles of public sector administration, in particular to the principles contained in Sections 7., 8. and 9. of the Public Sector Management Act 1994.

In addition, Armadale Health Service is committed to facilitating and encouraging the participation and commitment of employees.

8.—FRAMEWORK AND PRINCIPLES FOR FURTHER PRODUCTIVITY BARGAINING

(1) (a) Following the receipt of a request from the HSOA to negotiate an amendment to this Agreement with Armadale Health Service, a representative from Armadale Health Service will meet with a representative from the HSOA to discuss the request as soon as practicable but in any event within five working days of the receipt of the request.

These discussions should include process issues such as what sort of bargaining mechanism will be established, what consultative process can be used or needs to be put in place, possible initiatives to be considered and the time frame.

Negotiations will be conducted in a manner and time frame agreed by the parties to this Agreement.

(b) The negotiations should occur on the basis of a broad agenda of initiatives designed to improve efficiency, effectiveness, productivity, patient care and flexibility within Armadale Health Service.

(c) The agenda should include but not be limited to—

- (i) changes in work organisation, job design and working patterns and arrangements;
- (ii) examination of terms and conditions of employment to ensure they are suited to Armadale Health Service's operational requirements;
- (iii) identification and implementation of best practice across all areas of service delivery;
- (iv) (i), (ii) and (iii) can be achieved by means including but not limited to;
 - (aa) new training and skills development programs as and where required;
 - (bb) the optimum use of human and capital resources including new technology;
 - (cc) quality assurance and continuous improvement programs;
 - (dd) having due regard to operational requirements, allowing sufficient flexibility to enable employees to meet their family responsibilities; and
 - (ee) active occupational health and safety risk reduction, training and rehabilitation programs.

(2) In negotiating further salary increases in return for productivity improvements, the parties should ensure that the following issues have been addressed and/or applied—

(a) Productivity Improvements

Productivity improvements are changes which increase the efficiency and effectiveness of Armadale Health Service in meeting its agreed and contracted service programs and outcomes. Productivity improvements may be related to work practices or arrangements. They may be things which go to minimise the cost of what is done, to the way things are done, to when they are done, to the quality of what is done or to improve the ability of the provider to meet patient and customer needs. They may or may not require changes from Award conditions.

Without limiting any of the above, in practice, the primary focus of Enterprise Bargaining in the workplace is likely to be on best practice, efficiency, effectiveness, competitiveness, cost savings, and quality of employment.

(b) Sharing Gains from Productivity Improvement

The parties accept that there is no precise formula for the sharing of gains from productivity improvements, but in any agreement, in addition to employee benefits, there must be a clear and specific return to Armadale Health Service and/or the Government. Productivity improvements may be related to work

practices or arrangements, subject to acceptance that where capital expenditure requires changes in work methods and/or the number of employees and the changes are of a nature that enhances the investment, it shall qualify as a productivity improvement, provided that there is a net quantifiable benefit to Armadale Health Service.

Any agreement reached should not rely primarily on improvements which are merely the result of new technology or financial reforms or other such initiatives. For example; in the case of capital investment (technology), changes arising from capital expenditure for which Armadale Health Service takes the risk and which require a reasonable return on the funds invested, do not necessarily count as a productivity improvement.

The treatment of improved efficiency arising from major capital expenditure is to be agreed by Armadale Health Service and the HSOA and shall take into account factors such as the cost of capital.

Where employees repackage or exchange employment conditions, all or most of the saving or productivity improvement made by Armadale Health Service can be returned to the employees.

(c) Identifying Productivity Increases

To assist in such a review a model for identifying productivity increases is contained in Attachment 5 of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996. The model is included as a guide only and it is expected that it will be modified to meet the needs of Armadale Health Service as required.

(d) Quantum and Timing of Increases

The aggregate productivity gains negotiated at Armadale Health Service could result in increases greater than the targeted amount, however there are practical limits on how much can be paid and when the increases can be paid for specific operational improvements.

9.—AWARDS, AGREEMENTS AND WORKPLACE AGREEMENTS

(1) Relationship Between Agreements and Awards

Consistent with the Industrial Relations Act 1979 and the State Wage Principles, this Agreement shall provide the whole of the employees' wage increases for the life of the Agreement.

(2) Subject to the Industrial Relations Act 1979 and the State Wage Principles, the parties reserve their rights to seek to amend this Agreement to provide for further salary increases in return for productivity improvements at the Health Service.

(3) Choice between this Agreement and Workplace Agreements

- (a) The parties accept that Employees will be given an informed and free choice between this Agreement and Workplace Agreements;
- (b) To facilitate the making of an informed and free choice—
 - (i) Employees who are to be offered a choice between this Agreement and a workplace agreement may only be required to indicate their choice after the employee has been offered the position.
 - (ii) Where an employee has been offered a choice the employee shall have a minimum of seven days in which to decide which alternative to take, provided that where it is necessary to fill a position within a period of less than seven days or where an employer agrees to an employee commencing within a period of less

than seven days, the employee shall have up to the date of formal acceptance.

- (iii) The employee shall be provided with—
 - (aa) a copy of an agreed summary of this Agreement; and
 - (bb) a copy of a summary of the Workplace Agreement.
- (iv) At the request of an employee, the employee shall be provided with;
 - (aa) access to a copy of this Agreement and the Workplace Agreement;
 - (bb) any other relevant documentation, such as information on salary packaging; and
 - (cc) information on where they can obtain further advice and on how to contact the Union.

For its part, the Union undertakes to advise all employees on the matter of choice whether or not they are members of the Union.

- (c) If agreement on any aspect of this clause is not able to be reached the dispute settlement procedure set out in Clause 12 of this Agreement is to be followed.

(4) By agreement between the employer and the employee, an employee who has signed a Workplace Agreement prior to the registration of this S.41 Industrial Agreement can revisit the Workplace Agreement in light of this Agreement.

(5) All staff transferred or redeployed to Armadale Health Service from within the Public Sector or within the Government Health Industry may be offered the choice of a Workplace Agreement or this Agreement subject to the discretion of Armadale Health Service.

(6) All promotional positions and new staff recruited by Armadale Health Service from outside the Public Sector may be provided with the choice of a Workplace Agreement or S41 Industrial Agreement, subject to the discretion of Armadale Health Service.

(7) In the exercising of the discretion to only offer a Workplace Agreement under subclauses (5) and (6) of this clause, Armadale Health Service shall ensure that the decision to only offer a Workplace Agreement is made for legitimate operational reasons. In exercising their discretion to only offer a Workplace Agreement, Armadale Health Service is to liaise with the HSOA to ensure it is not done to circumvent the option of choice.

10.—RATES OF PAY AND THEIR ADJUSTMENT

Pursuant to the replacement of agreement no PSA AG11 of 1996, this agreement provides for a 5% salary increase effective from the date of registration of the agreement.

11.—RESOURCES FOR PRODUCTIVITY NEGOTIATIONS

(1) It is recognised that enterprise bargaining places considerable obligations upon the parties at Armadale Health Service.

(2) (a) To assist in meeting these obligations, Armadale Health Service will assist by providing appropriate resources having regard to the operational requirements of Armadale Health Service and resource requirements associated with developing amendments to this Agreement aimed at achieving further salary increases in return for productivity improvements;

(b) It is accepted that employees of Armadale Health Service who are involved in the enterprise bargaining process will be allowed reasonable paid time to fulfil their responsibilities in this process;

(c) Access to resources shall be negotiated with Armadale Health Service and shall not unreasonably affect the operation of Armadale Health Service;

(d) Any paid time or resources shall be provided in a manner suitable to both parties and to enable negotiations to occur and to assist in the achievement of agreement.

(e) The parties accept that the process of bargaining in good faith includes disclosing relevant information, as appropriate for the purposes of the negotiations and confidentiality and privacy in the negotiation process will be respected at all times.

(f) The parties accept that on occasions the nature of certain information may prejudice a party's position or not assist in the resolution of the matter. Subject to the rights of the parties to invoke Clause 12.—Dispute Avoidance and Settlement Procedures of this Agreement, a decision on whether or not to exchange or divulge information will be a matter for the relevant party to decide, provided that information shall not be unreasonably withheld;

(g) Where information of a commercial or sensitive nature is exchanged, the parties agree not to use or divulge that information outside of the negotiating forums.

(3) No officer or employee will be discriminated against as a result of activities conducted in accordance with this clause.

12.—DISPUTE AVOIDANCE AND SETTLEMENT PROCEDURES

(1) The objective of this Clause is to provide a set of procedures for dealing with any questions disputes or difficulties arising under this Agreement and for dealing with any questions, dispute or difficulty between the parties during negotiations for amendments to this Agreement.

(2) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty between the parties as to the application of Government policy and the Wage Principles and/or their effect upon this Agreement, the Health Department and/or the Department of Productivity and Labour Relations (DOPLAR) are to provide advice to Armadale Health Service in an attempt to resolve the matter.

(3) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty arising under this Agreement, the following procedures shall apply, provided that nothing in these procedures shall prevent the Secretary of the HSOA (or his/her nominee) from intervening to assist in the process—

- (a) The matter is to be discussed between the HSOA employee representative and the employer representative and an attempt made to resolve the matter;
- (b) If the matter is unable to be resolved through discussions between the HSOA employee representative and the Armadale Health Service representative, the matter is to be discussed between the employee representative and the Chief Executive Officer of Armadale Health Service or his/her nominee, as soon as practicable but within five working days. Notification of any question, dispute or difficulty may be made verbally and/or in writing;
- (c) The parties may individually or collectively seek advice from any appropriate organisation or person in an attempt to resolve the matter;
- (d) If the matter is not resolved within five working days of the date of notification in (b) hereof, either party may notify the Secretary of the HSOA (or his/her nominee), or the Chief Executive Officer of Armadale Health Service (or his/her nominee) of the existence of a dispute or disagreement;
- (e) The Secretary of the HSOA (or his/her nominee) and the Chief Executive Officer of Armadale Health Service (or his/her nominee) shall confer on the matters notified by the parties within five working days and—
 - (i) where there is agreement on the matters in dispute the parties shall be advised within two working days;
 - (ii) where there is disagreement on any matter it may be submitted to the Western Australian Industrial Relation Commission.

(4) Where any matter is referred to the Western Australian Industrial Relations Commission and the matter is not resolved by conciliation, then the matter remaining in dispute may be

resolved by arbitration in accordance with the provisions of the Industrial Relations Act 1979 and the State Wage Principles.

13.—HOURS

This clause replaces Clause 13.—Hours of the Hospital Salaried Officers Award No. 39 of 1968.

(1) (a) The ordinary hours of work shall be an average of thirty eight per week and shall be worked by one of the following arrangements—

- (i) Ordinary hours of work of thirty eight per week;
- (ii) Flexitime roster covering a settlement period of four weeks;
- (iii) Actual hours of seventy six over nine days with the tenth day to be taken as a paid rostered day off;
- (iv) Such other arrangements as are agreed between the employer and employee. Provided that proposed hours of duty where set outside the terms of this Agreement shall be subject to ratification of the WA Industrial Commission.
- (v) In addition to the above arrangements, where the employee and the employer so agree in writing, shifts of not more than 12 hours may be worked.

(b) Subject to the following, where the employer and an employee or group of employees agree in writing, shifts of up to 12 hours may be worked provided the average normal hours worked in a shift cycle or settlement period does not exceed 76 per fortnight.

- (i) While recognising that in the course of an averaging process there may be some individual variances, the terms and conditions of the shift agreement shall on balance be no less favourable than those prescribed by this Agreement;
- (ii) The period of the shift cycle or settlement period over which the arrangement may extend shall be clearly defined;
- (iii) The arrangement shall allow for a minimum of one clear day off in each 7 days;
- (iv) The arrangement may allow for additional time off in lieu of penalty rates;
- (v) The arrangement may allow for salary averaging of regular penalties and allowances including penalties for working on a public holiday;
- (vi) Any proposed arrangement or agreement which extends beyond these parameters must be referred to the Industrial Relations Commission for ratification.

(c) Where the employer has made a definite decision to introduce changes to shift rosters or employees' ordinary hours, the employer shall notify the employees who may be affected by the proposed changes and the Union as soon as the decision has been made and before the changes are to be introduced. Discussion with the employees and union shall occur consistent with the Introduction of Change clause of the Hospital Salaried Officers Award No. 39 of 1968.

(d) The operation of working arrangements prescribed in paragraph (a) above, shall be consistent with the working arrangements prescribed in this clause.

(2) Ordinary Hours

Subject to the Award clauses other than those expressly replaced by this Agreement, the spread of ordinary hours will be from 6.00am to 6.00pm Monday to Friday inclusive with a meal break of not less than 30 minutes nor more than 60 minutes to be taken between 12.00noon and 2.00pm, provided that an employee may with prior approval of their supervisor be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes.

(3) Other Working Arrangements

- (a) The ordinary hours of duty observed may be varied in accordance with subclause (1)(a)(iv) so as to make provisions for—
 - (i) the attendance of employees for duty on a Saturday, Sunday, or Public Holidays.

- (ii) the performance of shift work including work on Saturdays, Sundays or Public Holidays; and
- (iii) the nature of the duties of an employee or class of employees in fulfilling the responsibilities of their office.

provided that where the hours of duty are so varied an employee shall not be required to work more than five hours continuously without a break unless agreed in writing between the employee and the employer.

- (b) Notwithstanding the above, where it is considered necessary to provide a more economic operation, the employer may authorise the operation of alternative working arrangements in the hospital/health service, or any branch or section thereof.

The continuing operation of any alternative working arrangements, so approved, will depend on the employer being satisfied that the efficient functioning of the hospital/health service is being enhanced by its operation.

Such alternative working arrangements shall be in accordance with subclause (1)(a) and (d).

(4) Flexitime Arrangements

(a) Flexitime Roster

- (i) The authorisation of a flexitime roster shall be the responsibility of the employer. The roster will indicate the minimum staffing and any other requirements in respect to starting and finishing times, lunch break coverage and flexileave.
- (ii) The roster shall cover a settlement period of four weeks and shall be made available to all affected employees no later than three days prior to the settlement period commencing.
- (iii) The roster shall be prepared in consultation with the affected employees, subject to the employer retaining the right to determine arrangements to suit the operational needs of the department.
- (iv) Subject to four weeks notice being given to affected employees, the employer may withdraw authorisation of a flexitime roster.

(b) Hours of Duty

- (i) The ordinary hours of duty may be an average of 7 hours 36 minutes per day which may be worked with flexible commencement and finishing times in accordance with the provisions of this subclause, provided that the required hours of duty for each four week settlement period shall be 152 hours.
- (ii) For the purpose of leave and Public Holidays, a day shall be credited as 7 hours 36 minutes.

(c) Flexitime Periods

Within the constraints of the prepared roster and subject to the concurrence of the supervisor, employees may select their own starting and finishing times within the following periods—

6.00 am to 9.30 am

11.00 am to 2.30 pm (Minimum half an hour break)

3.30 pm to 6.00 pm

(d) Core Periods

Core periods may be set by agreement between the employer and the employee.

(e) Lunch Break

- (i) An employee shall be allowed to extend the meal break between 11 am and 2.30 pm of not less than 30 minutes but not exceeding 60 minutes except as provided below.

- (ii) An employee may be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes. Such an extension is subject to prior approval of the employee's supervisor.
- (f) Flexileave
- (i) Within the constraints of the prepared roster and subject to the prior approval of the supervisor, an employee may be allowed a maximum of two full days or any combination of half days and full days that does not in total exceed two days in any one settlement period.
- (ii) Approval to take flexileave is subject to the employee having accrued sufficient credit hours to cover the absence prior to taking the leave. In exceptional circumstances and with the approval of the employer, flexileave may be taken before accrual subject to such conditions as the employer may impose.
- (g) Settlement Period
- (i) For recording time worked, there shall be a settlement period which shall consist of four weeks.
- (ii) The settlement period shall commence at the beginning of a pay period.
- (iii) The required hours of duty for a settlement period shall be 152 hours.
- (h) Credit Hours
- (i) Credit hours in excess of the required 152 hours to a maximum of 7 hours 36 minutes are permitted at the end of each settlement period. Such credit hours shall be carried forward to the next settlement period.
- (ii) Credit hours in excess of 7 hours 36 minutes at the end of a settlement period shall be lost.
- (iii) Credit hours at any point within the settlement period shall not exceed 20 hours.
- (i) Debit Hours
- (i) Debit hours below the required 152 hours to a maximum of 4 hours are permitted at the end of each settlement period.
Such debit hours shall be carried forward to the next settlement period.
- (ii) For debit hours in excess of 4 hours, an employee shall be required to take leave without pay for the period necessary to reduce debit hours to those specified in subparagraph (i) of this subclause.
- (iii) Employees having excessive debit hours may be required to work standard working hours in addition to not being paid for the number of hours in excess of the debit hours permitted at the end of each settlement period.
- (j) Maximum Daily Working Hours
Subject to subclause (1)(b), a maximum of 10 hours may be worked in any one day.
- (k) Study Leave
Where study leave has been approved by the employer, credits will be given for education commitments falling within the ordinary hours of duty and for which "time off" is necessary to allow for attendance at formal classes.
- (l) Overtime
- (i) Employees receiving at least one day's prior notice of overtime shall be required to work the ordinary hours of duty determined by the employer under subclause (1) of this clause.
- (ii) Where an employee is required to work overtime at the conclusion of a day with less than one day's notice, and
- (aa) where the employee has at the commencement of that day 2 hours or more flexitime credits, the employee shall be paid overtime after 5 hours work on that day, or for time worked after 3.30 pm, whichever is the later, or
- (bb) where that employee has commenced duty prior to 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime, for time worked after the completion of ordinary hours of duty or after working 7 hours 36 minutes on that day, whichever is the earlier, or
- (cc) where that employee has commenced work after 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime for time worked after 5.30 pm or after working 7 hours 36 minutes, on that day whichever is the earlier.
- (iii) Where an employee is required to work overtime at the beginning of a day with less than one day's notice, that employee shall be paid overtime for any time worked prior to the commencing time for ordinary hours of duty determined by the employer under subclause (1) of this clause.
- (5) Nine Day Fortnight
- (a) Hours of Duty
- (i) The employer may authorise the operation of a nine day fortnight where the ordinary hours of duty of 76 hours a fortnight are worked over nine days of the fortnight, exclusive of work performed on Saturday, Sunday and the special rostered day off, with each day consisting of 8 hours and 27 minutes.
- (ii) The employer shall determine employees' commencing and finishing times between the spread of 6.00 am and 6.00 pm, in order to ensure that departmental requirements are met on each day.
- (b) Lunch Break
A meal break shall be allowed and taken in accordance with the standard provisions of this clause.
- (c) Special Rostered Day Off
Each employee shall be allowed one special rostered day off each fortnight in accordance with a roster prepared by management showing days and hours of duty and special rostered days off for each employee.
- (d) Leave and Public Holidays.
For the purposes of leave and Public Holidays, a day shall be credited as 8 hours 27 minutes notwithstanding the following—
- (i) When a Public Holiday falls on an employee's special rostered day off the employee shall be granted a day in lieu of the holiday prior to the conclusion of the current fortnight.
- (ii) For a Public Holiday occurring during a period of annual leave, an additional day will be added to the period of leave irrespective of whether it falls on a rostered work day or special rostered day off.
- (iii) A four week annual leave entitlement is equivalent to 152 hours, the equivalent to

eighteen rostered working days of 8 hours 27 minutes, and two special rostered days off.

- (iv) An employee who is sick on a special rostered day off will not be granted sick leave for that day, and will not be credited with an additional day off in lieu.

(e) Overtime

The provisions of the relevant overtime clause, shall apply for work performed prior to an employee's nominated starting time and after an employee's nominated ceasing time in accordance with subparagraph (a)(ii) and on an employee's special rostered day off.

(f) Study Leave

Credits for Study Leave will be given for educational commitments falling due between and employee's nominated starting and finishing times.

14.—PART-TIME EMPLOYEES

To be read in conjunction with Clause 34.—Part-time Employees of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Part-time workers aged 21 years or more shall be paid at a rate pro-rata to the rate prescribed for the class of work for which they are engaged in the proportion to which their fortnightly hours bear to 76 hours per fortnight.

(2) When a part-time worker as defined by the Hospital Salaried Officers Award No. 39 of 1968, commences employment on or after the 1 July 1996, he/she shall accrue service towards progression onto subsequent salary increments within a salary level, on a pro-rata basis of the number of hours worked to full time hours.

(3) Provided that relevant prior service and experience shall be taken into account when determining at what increment within a specified salary level a part-time employee is appointed.

15.—MEDICAL IMAGING TECHNOLOGISTS

This provision replaces Clause 12. of the Hospital Salaried Officers Award No. 39 of 1968.

Notwithstanding anything contained elsewhere in this Agreement or in the Hospital Salaried Officers Award No. 39 of 1968, Medical Imaging Technologists who were prior to this Agreement employed on a thirty-five hour and four week annual leave basis shall as a result of the registration of this Agreement, be employed on a thirty-five and a half (35.5) hour week and four week annual leave basis.

16.—PUBLIC HOLIDAYS

This provision replaces subclause 16(1)(a) of the Hospital Salaried Officers Award No. 39 of 1968.

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

(2) With effect from 1 April 1996 employees covered by this Agreement shall not be eligible to receive the two floating holidays otherwise provided for by Operational Instruction 657/95 and Circular to Ministers No. 1 of 1994 issued by the Office of The Premier. Provided that the holiday employees become eligible to receive on 2 January 1996 may be taken in accordance with the above mentioned Circular before 1 January 1997.

17.—LONG SERVICE LEAVE

This clause replaces Clause 19. Long Service Leave of the Hospital Salaried Officers Award No. 39 of 1968 with effect from 1st April 1996.

(1) An employee shall be entitled to thirteen weeks paid long service leave on the completion of ten years of continuous service and an additional thirteen weeks paid long service leave for each subsequent period of ten years of continuous service completed by the employee.

(2) Notwithstanding subclause (1), an employee in employment with an employer respondent to the Hospital Salaried Officers Award NO. 39 of 1968 at the time of the inception of this agreement shall retain the proportion of long service leave accrued at the rate provided by the Award at that time and accrue the balance at the ten year rate.

(3) Upon application by an employee, the employer may (subject to subclause (4) of this Agreement), approve of the taking by the employee—

- (a) of double the period of long service leave on half pay, in lieu of the period of long service leave entitlement on full pay; or
- (b) of half the period of long service leave on double pay, in lieu of the period of long service leave entitlement on full pay; or
- (c) of any portion of his/her long service leave entitlement on full pay or double such period on half pay; or half such period on double pay
- (d) A full time employee who, during a qualifying period towards an entitlement of long service leave was employed continuously on both a full time and part time basis may elect to take a lesser period of long service leave calculated by converting the part time service to equivalent full time service.

(4) Long service leave may be taken in weekly multiples on full, half or compacted pay provided that where an employees remaining portion of accrued untaken leave entitlement is less than a week such portion may be taken.

(5) Any holiday occurring during the period in which an employee is on long service leave will be treated as part of the long service leave, and extra days in lieu thereof shall not be granted.

(6) Long service leave shall be taken as it falls due at the convenience of the employer but within three years next after becoming entitled thereto: Provided that the employer may approve the accumulation of long service leave not exceeding twenty six weeks.

(7) (a) An employee who;

- i) at or before the 1st April 1996 was employed by Armadale Health Service, and has completed at least 15 years continuous service within the Western Australian Public Sector; or
- ii) commenced employment with Armadale Health Service after the 1st April 1996, and has completed at least 15 years continuous service within the Western Australian Public Sector Health Industry;

may, by agreement with the employer, take pro-rata long service leave provided that the employee has completed at least three years continuous service with Armadale Health Service immediately prior to taking this leave.

(b) An employee who resigns from their employment with Armadale Health Service and who;

- i) at or before the 1st April 1996 was employed by Armadale Health Service, and has completed at least 15 years continuous service within the Western Australian Public Sector; or
- ii) commenced employment with Armadale Health Service after the 1st April 1996, and has completed at least 15 years continuous service within the Western Australian Public Sector Health Industry;

shall, in addition to any accrued long service leave be paid pro-rata long service leave, provided that the employee has completed at least three years continuous service with Armadale Health Service immediately prior to his/her resignation.

(8) For the purposes of subclause (7), the Western Australian Public Sector Health Industry shall mean the Minister for

Health, the Commissioner of Health and all Public Sector Hospitals, Health Services and Agencies constituted under the Hospitals and Health Services Act 1927.

(9) Where an Employee has been redeployed at the direction of a Western Australian Public Sector Employer, 3 years continuous service for the purposes of subclauses (7) of this Clause shall be calculated including the service with such previous employer or employers.

(10) An employee who resigns having not qualified to be paid pro-rata long service leave in accordance with subclause (8) shall, subject to subclause (12), be entitled to payment for accrued long service leave only.

(11) An employee who is dismissed, shall not be entitled to long service leave or payment for long service leave other than leave that had accrued to the employee prior to the date of the offence for which the employee is dismissed provided that an employee who is dismissed through no fault of his/her own and who having completed at least 15 years continuous service, calculated in accordance with the provisions of this Clause, and having completed at least three years continuous service, calculated in accordance with the provisions of this Clause, with Armadale Health Service immediately prior to dismissal shall, in addition to any accrued long service leave be paid pro-rata long service leave.

(12) A lump sum payment for long service leave accrued in accordance with this clause and for pro-rata long service leave shall be made in the following cases—

- (a) To an employee who retires at or over the age of fifty-five years or who has retired on the grounds of ill health, provided that no payment shall be made for pro-rata long service leave unless the employee has completed not less than twelve months' continuous service.
- (b) To an employee who has retired for any other cause: Provided that no payment shall be made for pro-rata long service leave unless the employee had completed not less than three years' continuous service before the date of his/her retirement.
- (c) To the widow or widower of an employee or such other person as may be approved by the employer in the event of the death of an employee: Provided that no payment shall be made for pro-rata long service leave unless the employee had completed not less than twelve months' continuous service prior to the date of his/her death.

(13) A calculation of the amount due for long service leave accrued and for pro-rata long service leave shall be made at the rate of salary of an employee at the date of retirement, resignation or death, whichever applies and no such payment shall exceed the equivalent of twelve months' salary.

(14) Long service leave accrued prior to the issue of the Hospital Salaried Officers Award No. 39 of 1968 shall remain to the credit of each employee.

(15) Subject to the provisions of subclauses (6), (10), (11), (12) and (16) of this clause, the service of an employee shall not be deemed to have been broken—

- (a) by resignation, where he/she resigned from the employment of an employer a party to the Award and commenced with another employer a party to the Award within one working week of the expiration of any period for which payment in lieu of annual leave or holidays has been made by an employer party to the Award from whom he/she resigned or, if no such payment has been made, within one working week of the day on which his/her resignation became effective;
- (b) if his/her employment was ended by his/her employer who is party to the Award, for any reason other than misconduct or unsatisfactory service but only if—
 - (i) the employee resumed employment with an employer party to the Award not later than six months from the day on which his/her employment ended; and
 - (ii) payment pursuant to subclause (11) of this clause has not been made; or

(c) by any absence approved by the employer as leave whether with or without pay.

(16) The expression "continuous service" in this clause includes any period during which an employee is absent on full pay or part pay, from his/her duties with any employer party to the Award, but does not include—

- (a) any cumulative period exceeding two weeks in any one anniversary year during which the employee is absent on leave without pay;
- (b) Any service of the employee who resigns or is dismissed, other than service prior to such resignation or to the date of any offence in respect of which the employee is dismissed when such prior service has actually entitled the employee to long service leave, including pro-rata long service leave, under this clause.

(17) Portability

- (a) Where an employee was, immediately prior to being employed by Armadale Health Service, employed in the service of—
 - The Commonwealth of Australia, or
 - Any other State Government of Australia, or
 - Any Western Australian State public sector or state government employer,

and the period between the date when the employee ceased previous employment and the date of commencing employment by a respondent to this Agreement does not exceed one week, that employee shall be entitled to long service leave determined in the following manner—

- (i) the pro rata portion of long service leave to which the employee would have been entitled up to the date of appointment under the Public Sector Management Act, shall be calculated in accordance with the provisions that applied to the previous employment referred to, but in calculating that period of pro rata long service leave, any long service leave taken or any benefit granted in lieu of any such long service leave during that employment shall be deducted from any long service leave to which the employee may become entitled under this clause; and
 - (ii) the balance of the long service leave entitlement of the employee shall be calculated upon appointment by a respondent to this Agreement in accordance with the provisions of this clause.
- (b) Nothing in this clause confers or shall be deemed to confer on any employee previously employed by the Commonwealth or by any other State of Australia any entitlement to a complete period of long service leave that accrued in the employee's favour prior to the date on which the employee commenced with Armadale Health Service.

(18) At the request of the employee and with the agreement of the employer, an employee faced with pressing personal needs, may be paid in lieu of taking a portion of long service leave.

18.—SICK LEAVE

This provision replaces subclause (7) of Clause 18.—Sick Leave of the Hospital Salaried Officers Award No. 39 of 1968.

The basis for the cumulative accrual of sick leave shall be—

| | Leave On Full Pay Working Days |
|---|-----------------------------------|
| (a) On date of employment of the employee | 5 |
| (b) On completion by the employee of six months' service | 5 |
| (c) On completion by the employee of twelve months' service | 10 |
| (d) On completion of each additional twelve months' service by the employee | 10 |

Provided that where an employee has accrued sick leave on half days pay prior to the date upon which this Agreement comes into effect those accrued half days shall be converted to the equivalent of full days sick leave and shall remain to the employee's credit until such time as they may be taken.

19.—FAMILY, BEREAVEMENT AND PERSONAL LEAVE

This clause replaces Clause 17.—Short Leave of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Family Leave

- (a) In this subclause "family member" means the employee's spouse, defacto spouse, child, step child, parent, step parent. This entitlement will also apply to another person who lives with the employee as a member of the employee's family.
- (b) The employee is entitled to use up to 38 hours of his/her personal accrued sick leave to care for an ill family member each year, providing the employee must maintain a minimum of 10 days of sick leave available for personal use in each year. Subject to subclause (e), all family leave taken is deducted from the employee's sick leave entitlement.
- (c) Family leave is not cumulative from year to year.
- (d) Medical certificate requirements are as per those for Sick Leave under the Award.
- (e) Where an employee has insufficient accrued sick leave, by mutual agreement, up to five days of annual leave may be used for the purpose of family leave.

(2) Bereavement Leave

- (a) An employee shall on the death of—
 - (i) the spouse of the employee;
 - (ii) the child or step-child of the employee;
 - (iii) the parent or step-parent of the employee;
 - (iv) the brother, sister, step brother or step sister; or
 - (v) any other person, who immediately before that person's death, lived with the employee as a member of the employee's family,

be eligible for up to two (2) days bereavement leave, provided that at the request of an employee the employer may exercise a discretion to grant bereavement leave to an employee in respect of some other person with whom the employee has a special relationship.

- (b) The 2 days need not be consecutive.
- (c) Bereavement leave is not to be taken during any other period of leave.
- (d) An employee who claims to be entitled to paid leave under paragraph (a) of this subclause is to provide to the employer, if so requested, evidence that would satisfy a reasonable person as to—
 - (i) the death that is the subject of the leave sought; and
 - (ii) the relationship of the employee to the deceased person.
- (e) An employee requiring more than two days bereavement leave in order to travel overseas in the event of the death overseas of a member of the employees immediate family may, upon providing adequate proof, in addition to any bereavement leave to which the employee is eligible, have immediate access to annual leave and/or accrued long service leave in weekly multiples and/or leave without pay provided all accrued leave is exhausted.

(3) Special Personal Leave

- (a) Without Pay

The employer may upon the request of an employee, grant that employee special leave without pay for any special or personal reason.
- (b) Use of Annual Leave

The employer may, upon the request of an employee and with sufficient cause being shown, which may in the circumstances be with little notice, grant that employee single days of annual leave for pressing personal emergencies.

20.—ALLOWANCES

(1) Where an employee subject to this Agreement is paid an allowance as provided under the Hospital Salaried Officers Award No. 39 of 1968, which is calculated as a percentage of a salary rate prescribed by that Award, the allowance shall for the life of this Agreement, now be calculated using the salary rates as prescribed at Clause 22.—Salaries of this Agreement.

21.—OVERPAYMENTS

(1) Where an employee is paid for work not subsequently performed or is overpaid in any other manner, the employer is entitled to make adjustment to the subsequent wages or salaries of the employee.

(2) One-off Overpayments

Subject to subclauses (4) and (5), one-off overpayments may be recovered by the employer in the pay period immediately following the pay period in which the overpayment was made, or in the period immediately following the pay period in which it was discovered that overpayment has occurred.

(3) Cumulative Overpayments

Subject to subclauses (4) and (5), cumulative overpayments may be recovered by the employer at a rate agreed between the employer and the employee, provided that the rate at which the overpayment is recovered is not at a lesser rate than the rate at which it was overpaid or \$50 per week, depending on which is the lesser amount per pay period.

(4) In exceptional circumstances, other arrangements for the recovery of overpayments may be agreed between the employer and the employee.

(5) the employer is required to notify the employee of their intention to recoup overpayment and to consult with the employee as to the appropriate recovery rate.

22.—SALARIES

This clause replaces Schedule A—Minimum Salaries of the Hospital Salaried Officers Award No. 39 of 1968 (Third ASNA referred to in Clause 10(3)(a) of this Agreement is absorbed).

(1) Subject to the provision of Clause 9.—Salaries of the Award and to the provisions of this Clause the minimum annual salaries for employees bound by this Agreement are set in this Clause and shall apply from 1 January 1996 until the expiry of this Agreement.

(2) Minimum Salaries are detailed as follows. The rates of pay have been adjusted to reflect the increase in Clauses 10(2)(c) and 10(3)(b) of the Agreement, and represent full and final settlement of wage adjustments provided for in this Agreement.

| LEVELS | Award Rate + 2 ASNA + 5% + 2% effective prior to date of registration | Award Rate + 2 ASNA +5% + 2% + 5% effective from date of registration |
|---|---|---|
| | Salary P/Annum | Salary P/Annum |
| LEVEL 1 | | |
| under 17 years of age | 11,654 | 12,237 |
| 17 years of age | 13,609 | 14,289 |
| 18 years of age | 15,886 | 16,680 |
| 19 years of age | 18,387 | 19,306 |
| 20 years of age | 20,649 | 21,681 |
| 1st year of full-time equivalent adult service | 22,682 | 23,816 |
| 2nd year of full-time equivalent adult service | 23,382 | 24,551 |
| 3rd year of full-time equivalent adult service | 24,078 | 25,282 |
| 4th year of full-time equivalent adult service | 24,772 | 26,011 |

| LEVELS | Award Rate + 2 ASNA + 5% + 2% effective prior to date of registration | Award Rate + 2 ASNA + 5% + 2% + 5% effective from date of registration | LEVELS | Award Rate + 2 ASNA + 5% + 2% effective prior to date of registration | Award Rate + 2 ASNA + 5% + 2% + 5% effective date of registration |
|----------|---|--|-----------|---|---|
| | Salary P/Annum | Salary P/Annum | | Salary P/Annum | Salary P/Annum |
| LEVEL 2 | 25,469 | 26,742 | LEVEL 3/5 | 29,311 | 30,777 |
| | 26,167 | 27,475 | | 30,856 | 32,399 |
| | 26,969 | 28,317 | | 32,779 | 34,418 |
| | 27,524 | 28,900 | | 34,788 | 36,527 |
| | 28,343 | 29,760 | | 38,025 | 39,926 |
| LEVEL 3 | 29,311 | 30,777 | LEVEL 6 | 40,187 | 42,196 |
| | 30,064 | 31,567 | | 42,299 | 44,414 |
| | 30,856 | 32,399 | | 43,867 | 46,060 |
| | 32,118 | 33,724 | | 46,095 | 48,400 |
| LEVEL 4 | 32,779 | 34,418 | LEVEL 7 | 47,287 | 49,651 |
| | 33,770 | 35,459 | | 48,797 | 51,237 |
| | 34,788 | 36,527 | | 50,362 | 52,880 |
| | 36,235 | 38,047 | | 52,648 | 55,280 |
| LEVEL 5 | 36,989 | 38,838 | LEVEL 8 | 54,522 | 57,248 |
| | 38,025 | 39,926 | | 57,358 | 60,226 |
| | 39,090 | 41,045 | | 59,331 | 62,298 |
| | 40,187 | 42,196 | LEVEL 10 | 61,491 | 64,566 |
| LEVEL 6 | 42,299 | 44,414 | | 64,966 | 68,214 |
| | 43,867 | 46,060 | LEVEL 11 | 67,741 | 71,128 |
| | 46,095 | 48,400 | | 70,563 | 74,091 |
| LEVEL 7 | 47,287 | 49,651 | LEVEL 12 | 74,432 | 78,154 |
| | 48,797 | 51,237 | | 77,047 | 80,899 |
| | 50,362 | 52,880 | | 80,028 | 84,029 |
| LEVEL 8 | 52,648 | 55,280 | CLASS 1 | 84,537 | 88,764 |
| | 54,522 | 57,248 | CLASS 2 | 89,046 | 93,498 |
| LEVEL 9 | 57,358 | 60,226 | CLASS 3 | 93,553 | 98,231 |
| | 59,331 | 62,298 | CLASS 4 | 98,062 | 102,965 |
| LEVEL 10 | 61,491 | 64,566 | | | |
| | 64,966 | 68,214 | | | |
| LEVEL 11 | 67,741 | 71,128 | | | |
| | 70,563 | 74,091 | | | |
| LEVEL 12 | 74,432 | 78,154 | | | |
| | 77,047 | 80,899 | | | |
| | 80,028 | 84,029 | | | |
| CLASS 1 | 84,537 | 88,764 | | | |
| CLASS 2 | 89,046 | 93,498 | | | |
| CLASS 3 | 93,553 | 98,231 | | | |
| CLASS 4 | 98,062 | 102,965 | | | |

(a) An employee, who is 21 years of age or older on appointment to a classification equivalent to Level 1, may be appointed to the minimum rate of pay based on years of service, not on age.

(b) A Medical Typist or Medical Secretary shall be paid a medical terminology allowance of \$1000 per annum.

For the purposes of this subclause 'Medical Typist' and 'Medical Secretary' shall mean those workers classified on a classification equivalent to Level 1, 2, or 3 who spend at least 50% of their time typing from tapes, shorthand, and/or Doctor's notes of case histories, summaries, reports or similar material involving a broad range of medical terminology.

(3) Salaries.—Specified Callings and Other Professionals are detailed as follows. The rates of pay have been adjusted to reflect the increase in Clauses 10 of the Agreement, and represent full and final settlement of wage adjustments provided for in this Agreement.

(a) Employees, who possess a relevant tertiary level qualification, or equivalent as agreed between the union and the employers, and who are employed in the callings of Architect, Audiologist, Bio Engineer, Chemist, Dietitian, Engineer, Medical Scientist, Librarian, Occupational Therapist, Physiotherapist, Physicist, Pharmacist, Clinical Psychologist, Psychologist, Research Officer, Scientific Officer, Social Worker, Speech Pathologist, Podiatrist, Medical Imaging Technologist, Nuclear Medicine Technologist, Radiation Therapist, Orthotist, or any other professional calling as agreed between the Union and

employers, shall be entitled to Annual Salaries as follows—

(b)

| LEVELS | Award Rate + 2 ASNA + 5% + 2% effective prior to date of registration | Award Rate + 2 ASNA + 5% + 2% + 5% effective date of registration |
|-----------|---|---|
| | Salary P/Annum | Salary P/Annum |
| LEVEL 3/5 | 29,311 | 30,777 |
| | 30,856 | 32,399 |
| | 32,779 | 34,418 |
| | 34,788 | 36,527 |
| | 38,025 | 39,926 |
| | 40,187 | 42,196 |
| LEVEL 6 | 42,299 | 44,414 |
| | 43,867 | 46,060 |
| | 46,095 | 48,400 |
| LEVEL 7 | 47,287 | 49,651 |
| | 48,797 | 51,237 |
| | 50,362 | 52,880 |
| LEVEL 8 | 52,648 | 55,280 |
| | 54,522 | 57,248 |
| LEVEL 9 | 57,358 | 60,226 |
| | 59,331 | 62,298 |
| LEVEL 10 | 61,491 | 64,566 |
| | 64,966 | 68,214 |
| LEVEL 11 | 67,741 | 71,128 |
| | 70,563 | 74,091 |
| LEVEL 12 | 74,432 | 78,154 |
| | 77,047 | 80,899 |
| | 80,028 | 84,029 |
| CLASS 1 | 84,537 | 88,764 |
| CLASS 2 | 89,046 | 93,498 |
| CLASS 3 | 93,553 | 98,231 |
| CLASS 4 | 98,062 | 102,965 |

(b) Subject to paragraph (d) of this sub clause, on appointment or promotion to the Level 3/5 under this sub clause—

(i) Employees, who have completed an approved three academic year tertiary qualification, relevant to their calling, shall commence at the first year increment;

(ii) Employees, who have completed an approved four academic year tertiary qualification, relevant to their calling, shall commence at the second year increment;

(iii) Employees, who have completed an approved Masters or PhD Degree relevant to their calling shall commence on the third year increment;

Provided that employees who attain a higher tertiary level qualification after appointment shall not be entitled to any advanced progression through the range.

(c) The employer and union shall be responsible for determining the relevant acceptable qualifications for appointment for the callings covered by this sub clause and shall maintain a manual setting out such qualifications.

(d) The employer in allocating levels pursuant to paragraph (b) of this sub clause may determine a commencing salary above Level 3/5 for a particular calling/s.

(4) The following conditions shall apply to employees in the callings detailed below—

Engineers—

Employees employed in the calling of Engineer and who are classified Level 3/5 under this Agreement shall be paid a minimum salary at the rate prescribed for the maximum of Level 3/5 where the employee is an "experienced engineer" as defined.

For the purposes of this paragraph "experienced engineer" shall mean—

(a) An engineer appointed to perform professional engineering duties and who is a Corporate Member of The Institution of Engineers, Australia, or who attains that status during service.

- (b) An engineer appointed to perform professional duties who is not a Corporate Member of the Institution of Engineers, Australia but who possesses a degree or diploma from a University, College, or Institution acceptable to the employer on the recommendation of the Institution of Engineers, Australia, and who—

- (i) having graduated in a four or five academic year course at a University or Institution recognised by the employer, has had four years experience on professional engineering duties acceptable to the employer since becoming a qualified engineer, or
- (ii) not having a University degree but possessing a diploma recognised by the employer, has had five year's experience on professional engineering duties, recognised by the employer since becoming a qualified engineer.

(5) The rates of pay in this Agreement include the first \$8.00 per week arbitrated safety net adjustment payable under the December, 1994 State Wage Decision. This first \$8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase as a result of agreements reached at enterprise level since 1 November, 1991. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

(6) The rates of pay in this Agreement include the second \$8.00 per week arbitrated safety net adjustment payable under the December 1994 State Wage Decision. This second \$8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase payable since 1 November, 1991, pursuant to enterprise agreements in so far as that wage increase has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from Enterprise Agreements, are not to be used to offset arbitrated safety net adjustments.

(7) The first and second arbitrated safety net increases have, for the purposes of this agreement been offered against past productivity improvements.

23.—RATIFICATION

The signatories that follow testify to the fact that this Agreement shall come into effect as of the date of registration, that being the _____ day of _____ 1998.

Michael Hartland

common seal affixed

(Signed by M Hartland)

21/01/98

(Signature)

(Date)

President, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

Daniel P Hill

common seal affixed

(signed by D Hill)

21/1/98

(Signature)

(Date)

Secretary, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

Helen Morton

(signed by Helen Morton)

19.1.98

(Signature)

(Date)

General Manager, for the Metropolitan Health Service Board at the Armadale Health Service and/or any facility or site managed, controlled or operated by the Armadale Health Service

ATTACHMENT 1—MODEL FOR IDENTIFYING PRODUCTIVITY INCREASES

The following model is to be used as a guide only and it is expected that it will be modified to meet the needs of Armadale Health Service as required.

A Model for Identifying Productivity Increases

The primary focus of Enterprise Bargaining in the workplace will be on best practice, efficiency, effectiveness, competitiveness and cost saving.

Employees to focus on the following areas—

- Productivity Improvements which can be made: Identification of all possibilities for improving productivity through looking at possible changes in what work is done, how the work is done, who does the work, who could better do the work, when the work is done, whether the work should be done (ie. whether a particular task can be performed less often and still achieve a satisfactory output) possibilities for multi-skilling and opportunities to reduce costs (including financial costs) and reduce waste.
- Barriers to Productivity Improvements: Identification of any significant barriers to improving productivity, such as, need for training, need for equipment, problems with computer programs, demarcation problems and arguments about who should do what, award constraints, information or guidelines problems, problems in regard to supervision, whether too much or not enough, or of poor quality, opportunities and barriers to self management, physical barriers such as the location of various functions which interact with each other and barriers to communication.

Employers, in consultation with their Employees, to focus on all of the above plus macro issues impacting on productivity—

- Structural Matters: Management may need to look at the structures within which the work is done and how they can be improved upon.
- Management Style: Management style and its appropriateness may need to be examined at both an organisational and departmental level.
- Best Practice, Benchmarking, Continuous Improvement and New Opportunities: Initiatives in these areas will in general need to be initiated by management. This is an important area given that one of its outcomes should be improved competitiveness. Where barriers to competitiveness beyond the control of the employer/health service are identified, these should be drawn to the attention of the Health Department so that they can be addressed on an industry basis.
- Culture and Environment: Management culture and organisational culture may need to be examined in light of the overall direction of health management and where appropriate programs and training be introduced to address any identified problems.

Quality of Employment—Issues to be Examined by Both Employees and Employers—

This area does not necessarily impact on productivity, as such, but may have a positive impact financially and/or an improvement in the non-wage rewards of employment and is therefore a very valuable, win-win, area for both employees and employers. Matters to be examined under this heading include, but are not confined to—

- Occupational Health and Safety
- Unplanned Absences
- Health and Welfare of the Workforce
- Family needs and other demands on workers: better ways to accommodate and acknowledge these without losing focus on the main objectives in regard to responsibility for service to the employer.
- Use of Leave
- Equal Opportunity
- Career paths, including access to special project work, providing opportunities for development and recognition
- Employee Recognition, through feedback, support, acknowledgment, enablement, empowerment, consultation and non-financial rewards
- Training and Development
- Equity Issues

ATTACHMENT 2—CHANGED WORK ARRANGEMENTS

| INITIATIVES | CHANGE DETAILS | OUTCOMES | AMOUNT |
|----------------|---|---|--------|
| Customer Focus | <p>PRINCIPLE - To provide a prompt efficient customer service.</p> <p>In order to implement this principle a Customer Focus Manual will be produced and implemented by staff. An Employee Working Party will develop the manual addressing the following requirements:</p> <ul style="list-style-type: none"> • Time taken to answer telephones in all areas with the aim of achieving that all telephones are answered within 3-5 rings where possible. • Telephone manner and face to face contact with customers to be pleasant, helpful, cooperative and professional at all times. • When transferring telephone calls staff must ensure that the destination is appropriate prior to the transfer. • Written correspondence practices to be in accordance with standard Armadale Kelmscott Health Service format. <p>Any recommendations which may be made by the Working Party on the following will be considered by Management:</p> <ul style="list-style-type: none"> • Provision of adequate technology. • Adequate staff levels. • Adequate training. • Work practice changes. | Improved Customer Service & Improved Image of the Health Service. | 0.2% |
| Multiskilling | <p>PRINCIPLE: - To develop and commence a program to achieve a highly trained, integrated, multiskilled workforce which enables continuity of Customer Service.</p> <ol style="list-style-type: none"> 1. Employees agree that they will assist in the introduction of this initiative on the following basis: <ol style="list-style-type: none"> (a) Job Rotation: <ul style="list-style-type: none"> • Employer and employee mutually negotiate the decisions. • The period of time is defined. • Prior to commencement of a rotation, agreement is reached regarding the employee's continuity of service, tenure of employment and placement, at the completion of the rotation. (b) Job Enlargement and Enrichment: <ul style="list-style-type: none"> • Employer and employee mutually negotiate decisions. • The period of time is defined where possible. • The employee is formally notified of the agreed duties and these are commensurate with the substantive classification of the employee. 2. The above provisions do not replace or reduce the Higher Duties provisions in the Award. 3. Any staff training required will be provided by the Health Service. A training program will be developed to allow staff to gain a high level of understanding in the new position and will take into account the continuity of customer service and the career development of staff. 4. Where the employer believes an employee is being unreasonable in refusing a multiskilling opportunity the employer can direct the employee to participate in multiskilling. For the purposes of this clause "unreasonable" can be defined as an employee who can be seen to be damaging their own employment by refusing to multiskill, and/or the employer can demonstrate significant operational need for the employee to be multiskilled. | Better use of existing resources, greater job satisfaction. | 0.3% |

| | | | |
|---|---|---|-----------------|
| Relief Arrangements | <p>PRINCIPLE: - To provide a flexible workforce that is able to meet changing operational requirements.</p> <ol style="list-style-type: none"> 1. Employees agree that all positions, which for operational reasons are required to be relieved, must be relieved. 2. Relief is defined as: "Planned relief" which is relief in positions for which a minimum of 4 weeks notice can reasonably be given. It is likely that planned relief will usually be for the cover of leave, Higher Duties, and relief for vacancies caused by special projects and the like. "Unplanned relief" which is relief at short notice for unplanned absences such as sick leave, family leave, urgent operational requirements and the like. 3. Employees may agree to relieve in positions at the request of their Supervisor to meet short-term operational requirements. 4. Where possible, all such changes will be made on a voluntary basis, and vacancies will be advertised and open to all eligible employees. 5. Notwithstanding the above, where no suitable employee has volunteered, and it is not reasonable to recruit from outside the Health Service, or in exceptional circumstances, following consultation with the employee, an employee may be required to relieve in a position provided that: <ol style="list-style-type: none"> (i) The position is suitable taking into account the skills, experience and normal calling of the employee where possible. (ii) Due consideration is given to an employee's personal commitments. (iii) Employees will not be financially disadvantaged by any such change. (iv) Where an employee has been directed to relieve in: <ol style="list-style-type: none"> (a) a planned relief position or (b) an unplanned relief position on more than 2 occasions in one calendar month, he/she may seek a review of the decision. (v) The relieving employee has the right to return to their substantive position at the end of the period of relief, as does the person whose position is being relieved. 6. Any dispute arising from this clause will be dealt with in accordance with the Dispute Settlement Procedure of the Award. | Effective, fair and equitable relieving arrangements. | 0.3% |
| ISO 9002 Certification. | <p>PRINCIPLE: - Staff will maintain an ongoing commitment to and involvement with Quality Management Initiatives during the life of the EBA.</p> | Provision of a better quality service. | 0.2% |
| TOTAL PERCENTAGE SALARY INCREASE | | | 1% |
| TOTAL MANAGEMENT INITIATIVES – VALUE | | | \$22,000 |

**HOSPITAL SALARIED OFFICERS NORTH
METROPOLITAN HEALTH SERVICE ENTERPRISE
BARGAINING AGREEMENT 1998**

No. PSA AG 15 of 1998.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Metropolitan Health Service Board—North Metropolitan
Health Service

and

Hospital Salaried Officers Association of Western Australia
(Union of Workers).

No. PSA AG 15 of 1998.

5 March 1998.

Order.

REGISTRATION OF AN INDUSTRIAL AGREEMENT

No. PSA AG 15 of 1998

HAVING heard Mr S. Whish-Wilson on behalf of the first named party and Mr C. Panizza on behalf of the second named party; and

WHEREAS an agreement has been presented to the Public Service Arbitrator for registration as an Industrial Agreement; and

WHEREAS the Public Service Arbitrator is satisfied that the aforementioned agreement complies with s.41A, s.49A and s.49B of the Industrial Relations Act, 1979;

NOW THEREFORE the Public Service Arbitrator, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement titled the Hospital Salaried Officers North Metropolitan Health Service Enterprise Bargaining Agreement 1998, filed in the Commission on 4 February 1998 and as subsequently amended by the parties, signed by me for identification, be and is hereby registered as an Industrial Agreement.

[L.S.]

(Sgd.) C.B. PARKS,
Public Service Arbitrator.

AGREEMENT

1.—TITLE

This Agreement shall be titled the Hospital Salaried Officers North Metropolitan Health Service Enterprise Bargaining Agreement 1998.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Purpose of Agreement
4. Application and Parties Bound
5. Term of Agreement
6. No Extra Claims
7. Objectives, Principles and Commitments
8. Framework and Principles for further Productivity Bargaining
9. Awards, Agreements and Workplace Agreements
10. Rates of Pay and their Adjustment
11. Resources for Productivity Negotiations
12. Dispute Avoidance and Settlement Procedures
13. Hours
14. Part-Time Employees
15. Medical Imaging Technologists
16. Public Holidays
17. Long Service Leave
18. Sick Leave
19. Family, Bereavement and Personal Leave
20. Allowances
21. Overpayments
22. Salaries
23. Ratification

ATTACHMENT 1 Model for Identifying Productivity Increases

ATTACHMENT 2 Agreed Productivity Initiatives

3.—PURPOSE OF AGREEMENT

(1) This Agreement aims to achieve improvements in productivity and efficiency and the enhanced performance of North Metropolitan Health Service along with allowing the benefits from those improvements to be shared by employees, North Metropolitan Health Service and the Government on behalf of the Community.

(2) This Agreement places priority on the parties at North Metropolitan Health Service taking responsibility for their own labour relations affairs and reaching agreement on issues appropriate to North Metropolitan Health Service.

(3) This Agreement is entered into in accordance with the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996.

4.—APPLICATION AND PARTIES BOUND

(1) This agreement applies to the Hospital Salaried Officers Association of Western Australia (Union of Workers) (HSOA), the Employees covered by the HSOA's Public Sector Awards employed by the Metropolitan Health Service Board at North Metropolitan Health Service and/or at any facility or service managed, controlled or operated by North Metropolitan Health Service, (hereinafter referred to as North Metropolitan Health Service) subject to the extent to which it employs employees covered by the Hospital Salaried Officers Award No. 39 of 1968.

(2) The estimated number of employees bound by this Agreement at the time of registration is 280 employees.

(3) This Agreement shall be read in conjunction with the Hospital Salaried Officers Award No. 39 of 1968 (hereafter referred to as the Award) and shall replace the provisions of that Award where expressly stated herein.

(4) This Agreement replaces the Hospital Salaried Officers Lower North metropolitan Health Service Enterprise Bargaining Agreement PSA AG61 of 1996.

5.—TERM OF AGREEMENT

(1) This Agreement shall operate from the date of Registration until 31 March 1998, provided that this Agreement, including allowances and salaries, may be varied or replaced prior to its expiry in order to implement any agreement arising out of this Agreement or the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996.

(2) The parties to this Agreement agree to re-open negotiations forthwith.

6.—NO EXTRA CLAIMS

(1) Subject to the agreed award consolidation and the mandatory core items for the first salary increase as outlined in Clause 13(1) of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996, this Agreement is in settlement of Application Number P59/94.

(2) (i) For the life of this Agreement or any agreement replacing this Agreement, the Hospital Salaried Officers Association shall make no further claims at Industry or Health Service level for productivity improvements which occurred prior to 1 January 1997.

(ii) For the life of this Agreement or any agreement replacing this Agreement, the Hospital Salaried Officers Association shall make no further claims at Health Service level for productivity improvements which occurred between 1 January 1997 and 1 July 1997 and which have been documented as being identified in justifying wage increases under this Agreement.

7.—OBJECTIVES, PRINCIPLES AND COMMITMENTS

(1) The parties agree that the objectives of this Agreement are to—

- (a) improve the productivity and efficiency of North Metropolitan Health Service;
- (b) facilitate greater decentralisation and flexibility in negotiating employment conditions and work arrangements at North Metropolitan Health Service;

- (c) ensure high quality patient services in a safe, healthy and equitable work environment;
 - (d) ensure high quality of employment and jobs; and
 - (e) provide a pathway to providing a wage increase to employees based upon the achievement of improved productivity and efficiency.
- (2) By—
- (a) ensuring that gains achieved through agreed improved productivity and changes in workplace culture are shared by employees, North Metropolitan Health Service and its clients and the Government on behalf of the community;
 - (b) ensuring that North Metropolitan Health Service operates in a manner consistent with the principles outlined in Section 7 of the Public Sector Management Act;
 - (c) developing and pursuing changes on a co-operative basis; and
 - (d) ensuring that North Metropolitan Health Service operates as effectively, efficiently and competitively as possible.
- (3) The Hospital Salaried Officers Association and North Metropolitan Health Service, Management and Employees bound by this Agreement are committed to—
- (a) Support and actively contribute to health service continuous quality improvement, including best practice, where best practice—
 - (i) is simply the best way of doing things;
 - (ii) is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to health service issues;
 - (iii) practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues;
 - (iv) is outcome rather than simply activity based;
 - (v) provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used;
 - (vi) depends on effective training, empowerment and participation of both management and employees to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process; and
 - (vii) are to be based on the following principles—
 - customer/patient focus
 - management commitment
 - employee participation
 - leadership
 - information analysis
 - policies and plans
 - appropriate standards
 - hospital/health service performance
 - cost effectiveness
 - working smarter
 - (b) Support the clinical, teaching, research and organisation goals of the health service and contribute to the achievement of those goals as active members of the health service community.
 - (c) Support and actively contribute to the achievement and/or maintenance of ACHS Accreditation.
 - (d) Actively contribute to the achievement of health service budgets.
 - (e) Assist with achieving Health department defined waiting list priorities and day surgery targets.
 - (f) Co-operate with the development and implementation of strategies to achieve length of stay targets.
 - (g) Participate in a Multidisciplinary approach to patient care.
 - (h) The principles of public sector administration, in particular to the principles contained in Sections 7., 8. and 9. of the Public Sector Management Act 1994.

In addition, North Metropolitan Health Service is committed to facilitating and encouraging the participation and commitment of employees.

8.—FRAMEWORK AND PRINCIPLES FOR FURTHER PRODUCTIVITY BARGAINING

(1) (a) Following the receipt of a request from the HSOA to negotiate an amendment to this Agreement with North Metropolitan Health Service, a representative from North Metropolitan Health Service will meet with a representative from the HSOA to discuss the request as soon as practicable but in any event within five working days of the receipt of the request.

These discussions should include process issues such as what sort of bargaining mechanism will be established, what consultative process can be used or needs to be put in place, possible initiatives to be considered and the time frame.

Negotiations will be conducted in a manner and time frame agreed by the parties to this Agreement.

(b) The negotiations should occur on the basis of a broad agenda of initiatives designed to improve efficiency, effectiveness, productivity, patient care and flexibility within North Metropolitan Health Service.

(c) The agenda should include but not be limited to—

- (i) changes in work organisation, job design and working patterns and arrangements;
- (ii) examination of terms and conditions of employment to ensure they are suited to North Metropolitan Health Service's operational requirements;
- (iii) identification and implementation of best practice across all areas of service delivery;
- (iv) (i), (ii) and (iii) can be achieved by means including but not limited to;
 - (aa) new training and skills development programs as and where required;
 - (bb) the optimum use of human and capital resources including new technology;
 - (cc) quality assurance and continuous improvement programs;
 - (dd) having due regard to operational requirements, allowing sufficient flexibility to enable employees to meet their family responsibilities; and
 - (ee) active occupational health and safety risk reduction, training and rehabilitation programs.

(2) In negotiating further salary increases in return for productivity improvements, the parties should ensure that the following issues have been addressed and/or applied—

(a) **Productivity Improvements**

Productivity improvements are changes which increase the efficiency and effectiveness of North Metropolitan Health Service in meeting its agreed and contracted service programs and outcomes. Productivity improvements may be related to work practices or arrangements. They may be things which go to minimise the cost of what is done, to the way things are done, to when they are done, to the quality of what is done or to improve the ability of the provider to meet patient and customer needs. They may or may not require changes from Award conditions. Without limiting any of the above, in practice, the primary focus of Enterprise Bargaining in the workplace is likely to be on best practice, efficiency, effectiveness, competitiveness, cost savings, and quality of employment.

(b) **Sharing Gains from Productivity Improvement**

The parties accept that there is no precise formula for the sharing of gains from productivity improvements, but in any agreement, in addition to employee benefits, there must be a clear and specific return to North Metropolitan Health Service and/or the Government. Productivity improvements may be related to work practices or arrangements, subject to acceptance that where capital expenditure requires changes in work methods and/or the number of employees

and the changes are of a nature that enhances the investment, it shall qualify as a productivity improvement, provided that there is a net quantifiable benefit to North Metropolitan Health Service.

Any agreement reached should not rely primarily on improvements which are merely the result of new technology or financial reforms or other such initiatives. For example; in the case of capital investment (technology), changes arising from capital expenditure for which North Metropolitan Health Service takes the risk and which require a reasonable return on the funds invested, do not necessarily count as a productivity improvement.

The treatment of improved efficiency arising from major capital expenditure is to be agreed by North Metropolitan Health Service and the HSOA and shall take into account factors such as the cost of capital.

Where employees repackage or exchange employment conditions, all or most of the saving or productivity improvement made by North Metropolitan Health Service can be returned to the employees.

(c) Identifying Productivity Increases

To assist in such a review a model for identifying productivity increases is contained in Attachment 5 of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996. The model is included as a guide only and it is expected that it will be modified to meet the needs of North Metropolitan Health Service as required.

(d) Quantum and Timing of Increases

The aggregate productivity gains negotiated at North Metropolitan Health Service could result in increases greater than the targeted amount, however there are practical limits on how much can be paid and when the increases can be paid for specific operational improvements.

9.—AWARDS, AGREEMENTS AND WORKPLACE AGREEMENTS

(1) Relationship Between Agreements and Awards

Consistent with the Industrial Relations Act 1979 and the State Wage Principles, this Agreement shall provide the whole of the employees' wage increases for the life of the Agreement.

(2) Subject to the Industrial Relations Act 1979 and the State Wage Principles, the parties reserve their rights to seek to amend this Agreement to provide for further salary increases in return for productivity improvements at the Health Service.

(3) Choice between this Agreement and Workplace Agreements

- (a) The parties accept that Employees will be given an informed and free choice between this Agreement and Workplace Agreements;
- (b) To facilitate the making of an informed and free choice—
 - (i) Employees who are to be offered a choice between this Agreement and a workplace agreement may only be required to indicate their choice after the employee has been offered the position.
 - (ii) Where an employee has been offered a choice the employee shall have a minimum of seven days in which to decide which alternative to take, provided that where it is necessary to fill a position within a period of less than seven days or where an employer agrees to an employee commencing within a period of less than seven days, the employee shall have up to the date of formal acceptance.
 - (iii) The employee shall be provided with—
 - (aa) a copy of an agreed summary of this Agreement; and
 - (bb) a copy of a summary of the Workplace Agreement.
 - (iv) At the request of an employee, the employee shall be provided with;

- (aa) access to a copy of this Agreement and the Workplace Agreement;
- (bb) any other relevant documentation, such as information on salary packaging; and
- (cc) information on where they can obtain further advice and on how to contact the Union.

For its part, the Union undertakes to advise all employees on the matter of choice whether or not they are members of the Union.

- (c) If agreement on any aspect of this clause is not able to be reached the dispute settlement procedure set out in Clause 12 of this Agreement is to be followed.

(4) By agreement between the employer and the employee, an employee who has signed a Workplace Agreement prior to the registration of this S.41 Industrial Agreement can r e - visit the Workplace Agreement in light of this Agreement.

(5) All staff transferred or redeployed to North Metropolitan Health Service from within the Public Sector or within the Government Health Industry may be offered the choice of a Workplace Agreement or this Agreement subject to the discretion of North Metropolitan Health Service.

(6) All promotional positions and new staff recruited by North Metropolitan Health Service from outside the Public Sector may be provided with the choice of a Workplace Agreement or S41 Industrial Agreement, subject to the discretion of North Metropolitan Health Service.

(7) In the exercising of the discretion to only offer a Workplace Agreement under subclauses (5) and (6) of this clause, North Metropolitan Health Service shall ensure that the decision to only offer a Workplace Agreement is made for legitimate operational reasons. In exercising their discretion to only offer a Workplace Agreement, North Metropolitan Health Service is to liaise with the HSOA to ensure it is not done to circumvent the option of choice.

10.—RATES OF PAY AND THEIR ADJUSTMENT

Pursuant to the replacement of agreement no PSA AG61 of 1996, this agreement provides for a 5% salary increase effective from the date of registration of the agreement.

11.—RESOURCES FOR PRODUCTIVITY NEGOTIATIONS

(1) It is recognised that enterprise bargaining places considerable obligations upon the parties at North Metropolitan Health Service.

(2) (a) To assist in meeting these obligations, North Metropolitan Health Service will assist by providing appropriate resources having regard to the operational requirements of North Metropolitan Health Service and resource requirements associated with developing amendments to this Agreement aimed at achieving further salary increases in return for productivity improvements;

(b) It is accepted that employees of North Metropolitan Health Service who are involved in the enterprise bargaining process will be allowed reasonable paid time to fulfil their responsibilities in this process;

(c) Access to resources shall be negotiated with North Metropolitan Health Service and shall not unreasonably affect the operation of North Metropolitan Health Service;

(d) Any paid time or resources shall be provided in a manner suitable to both parties and to enable negotiations to occur and to assist in the achievement of agreement.

(e) The parties accept that the process of bargaining in good faith includes disclosing relevant information, as appropriate for the purposes of the negotiations and confidentiality and privacy in the negotiation process will be respected at all times.

(f) The parties accept that on occasions the nature of certain information may prejudice a party's position or not assist in the resolution of the matter. Subject to the rights of the parties to invoke Clause 12.—Dispute Avoidance and Settlement Procedures of this Agreement, a decision on whether or not to exchange or divulge information will be a matter for the relevant party to decide, provided that information shall not be unreasonably withheld;

(g) Where information of a commercial or sensitive nature is exchanged, the parties agree not to use or divulge that information outside of the negotiating forums.

(3) No officer or employee will be discriminated against as a result of activities conducted in accordance with this clause.

12.—DISPUTE AVOIDANCE AND SETTLEMENT PROCEDURES

(1) The objective of this Clause is to provide a set of procedures for dealing with any questions disputes or difficulties arising under this Agreement and for dealing with any questions, dispute or difficulty between the parties during negotiations for amendments to this Agreement.

(2) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty between the parties as to the application of Government policy and the Wage Principles and/or their effect upon this Agreement, the Health Department and/or the Department of Productivity and Labour Relations (DOPLAR) are to provide advice to North Metropolitan Health Service in an attempt to resolve the matter.

(3) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty arising under this Agreement, the following procedures shall apply, provided that nothing in these procedures shall prevent the Secretary of the HSOA (or his/her nominee) from intervening to assist in the process—

- (a) The matter is to be discussed between the HSOA employee representative and the employer representative and an attempt made to resolve the matter;
- (b) If the matter is unable to be resolved through discussions between the HSOA employee representative and the North Metropolitan Health Service representative, the matter is to be discussed between the employee representative and the Chief Executive Officer of North Metropolitan Health Service or his/her nominee, as soon as practicable but within five working days. Notification of any question, dispute or difficulty may be made verbally and/or in writing;
- (c) The parties may individually or collectively seek advice from any appropriate organisation or person in an attempt to resolve the matter;
- (d) If the matter is not resolved within five working days of the date of notification in (b) hereof, either party may notify the Secretary of the HSOA (or his/her nominee), or the Chief Executive Officer of North Metropolitan Health Service (or his/her nominee) of the existence of a dispute or disagreement;
- (e) The Secretary of the HSOA (or his/her nominee) and the Chief Executive Officer of North Metropolitan Health Service (or his/her nominee) shall confer on the matters notified by the parties within five working days and—
 - (i) where there is agreement on the matters in dispute the parties shall be advised within two working days;
 - (ii) where there is disagreement on any matter it may be submitted to the Western Australian Industrial Relation Commission.

(4) Where any matter is referred to the Western Australian Industrial Relations Commission and the matter is not resolved by conciliation, then the matter remaining in dispute may be resolved by arbitration in accordance with the provisions of the Industrial Relations Act 1979 and the State Wage Principles.

13.—HOURS

This clause replaces Clause 13.—Hours of the Hospital Salaried Officers Award No. 39 of 1968.

(1) (a) The ordinary hours of work shall be an average of thirty eight per week and shall be worked by one of the following arrangements—

- (i) Ordinary hours of work of thirty eight per week;
- (ii) Flexitime roster covering a settlement period of four weeks;

(iii) Actual hours of seventy six over nine days with the tenth day to be taken as a paid rostered day off;

(iv) Such other arrangements as are agreed between the employer and employee. Provided that proposed hours of duty where set outside the terms of this Agreement shall be subject to ratification of the WA Industrial Commission.

(v) In addition to the above arrangements, where the employee and the employer so agree in writing, shifts of not more than 12 hours may be worked.

(b) Subject to the following, where the employer and an employee or group of employees agree in writing, shifts of up to 12 hours may be worked provided the average normal hours worked in a shift cycle or settlement period does not exceed 76 per fortnight.

- (i) While recognising that in the course of an averaging process there may be some individual variances, the terms and conditions of the shift agreement shall on balance be no less favourable than those prescribed by this Agreement;
- (ii) The period of the shift cycle or settlement period over which the arrangement may extend shall be clearly defined;
- (iii) The arrangement shall allow for a minimum of one clear day off in each 7 days;
- (iv) The arrangement may allow for additional time off in lieu of penalty rates;
- (v) The arrangement may allow for salary averaging of regular penalties and allowances including penalties for working on a public holiday;
- (vi) Any proposed arrangement or agreement which extends beyond these parameters must be referred to the Industrial Relations Commission for ratification.

(c) Where the employer has made a definite decision to introduce changes to shift rosters or employees' ordinary hours, the employer shall notify the employees who may be affected by the proposed changes and the Union as soon as the decision has been made and before the changes are to be introduced. Discussion with the employees and union shall occur consistent with the Introduction of Change clause of the Hospital Salaried Officers Award No. 39 of 1968.

(d) The operation of working arrangements prescribed in paragraph (a) above, shall be consistent with the working arrangements prescribed in this clause.

(2) Ordinary Hours

Subject to the Award clauses other than those expressly replaced by this Agreement, the spread of ordinary hours will be from 6.00am to 6.00pm Monday to Friday inclusive with a meal break of not less than 30 minutes nor more than 60 minutes to be taken between 12.00noon and 2.00pm, provided that an employee may with prior approval of their supervisor be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes.

(3) Other Working Arrangements

- (a) The ordinary hours of duty observed may be varied in accordance with subclause (1)(a)(iv) so as to make provisions for—
 - (i) the attendance of employees for duty on a Saturday, Sunday, or Public Holidays.
 - (ii) the performance of shift work including work on Saturdays, Sundays or Public Holidays; and
 - (iii) the nature of the duties of an employee or class of employees in fulfilling the responsibilities of their office.

provided that where the hours of duty are so varied an employee shall not be required to work more than five hours continuously without a break unless agreed in writing between the employee and the employer.

- (b) Notwithstanding the above, where it is considered necessary to provide a more economic operation, the employer may authorise the operation of alternative working arrangements in the hospital/health service, or any branch or section thereof.

The continuing operation of any alternative working arrangements, so approved, will depend on the employer being satisfied that the efficient functioning

- of the hospital/health service is being enhanced by its operation.
Such alternative working arrangements shall be in accordance with subclause (1)(a) and (d).
- (4) Flexitime Arrangements
- (a) Flexitime Roster
- (i) The authorisation of a flexitime roster shall be the responsibility of the employer. The roster will indicate the minimum staffing and any other requirements in respect to starting and finishing times, lunch break coverage and flexileave.
 - (ii) The roster shall cover a settlement period of four weeks and shall be made available to all affected employees no later than three days prior to the settlement period commencing.
 - (iii) The roster shall be prepared in consultation with the affected employees, subject to the employer retaining the right to determine arrangements to suit the operational needs of the department.
 - (iv) Subject to four weeks notice being given to affected employees, the employer may withdraw authorisation of a flexitime roster.
- (b) Hours of Duty
- (i) The ordinary hours of duty may be an average of 7 hours 36 minutes per day which may be worked with flexible commencement and finishing times in accordance with the provisions of this subclause, provided that the required hours of duty for each four week settlement period shall be 152 hours.
 - (ii) For the purpose of leave and Public Holidays, a day shall be credited as 7 hours 36 minutes.
- (c) Flexitime Periods
- Within the constraints of the prepared roster and subject to the concurrence of the supervisor, employees may select their own starting and finishing times within the following periods—
- 6.00 am to 9.30 am
11.00 am to 2.30 pm (Minimum half an hour break)
3.30 pm to 6.00 pm
- (d) Core Periods
- Core periods may be set by agreement between the employer and the employee.
- (e) Lunch Break
- (i) An employee shall be allowed to extend the meal break between 11 am and 2.30 pm of not less than 30 minutes but not exceeding 60 minutes except as provided below.
 - (ii) An employee may be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes. Such an extension is subject to prior approval of the employee's supervisor.
- (f) Flexileave
- (i) Within the constraints of the prepared roster and subject to the prior approval of the supervisor, an employee may be allowed a maximum of two full days or any combination of half days and full days that does not in total exceed two days in any one settlement period.
 - (ii) Approval to take flexileave is subject to the employee having accrued sufficient credit hours to cover the absence prior to taking the leave. In exceptional circumstances and with the approval of the employer, flexileave may be taken before accrual subject to such conditions as the employer may impose.
- (g) Settlement Period
- (i) For recording time worked, there shall be a settlement period which shall consist of four weeks.
 - (ii) The settlement period shall commence at the beginning of a pay period.
 - (iii) The required hours of duty for a settlement period shall be 152 hours.
- (h) Credit Hours
- (i) Credit hours in excess of the required 152 hours to a maximum of 7 hours 36 minutes are permitted at the end of each settlement period. Such credit hours shall be carried forward to the next settlement period.
 - (ii) Credit hours in excess of 7 hours 36 minutes at the end of a settlement period shall be lost.
 - (iii) Credit hours at any point within the settlement period shall not exceed 20 hours.
- (i) Debit Hours
- (i) Debit hours below the required 152 hours to a maximum of 4 hours are permitted at the end of each settlement period.
Such debit hours shall be carried forward to the next settlement period.
 - (ii) For debit hours in excess of 4 hours, an employee shall be required to take leave without pay for the period necessary to reduce debit hours to those specified in subparagraph (i) of this subclause.
 - (iii) Employees having excessive debit hours may be required to work standard working hours in addition to not being paid for the number of hours in excess of the debit hours permitted at the end of each settlement period.
- (j) Maximum Daily Working Hours
- Subject to subclause (1)(b), a maximum of 10 hours may be worked in any one day.
- (k) Study Leave
- Where study leave has been approved by the employer, credits will be given for education commitments falling within the ordinary hours of duty and for which "time off" is necessary to allow for attendance at formal classes.
- (l) Overtime
- (i) Employees receiving at least one day's prior notice of overtime shall be required to work the ordinary hours of duty determined by the employer under subclause (1) of this clause.
 - (ii) Where an employee is required to work overtime at the conclusion of a day with less than one day's notice, and
 - (aa) where the employee has at the commencement of that day 2 hours or more flexitime credits, the employee shall be paid overtime after 5 hours work on that day, or for time worked after 3.30 pm, whichever is the later, or
 - (bb) where that employee has commenced duty prior to 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime, for time worked after the completion of ordinary hours of duty or after working 7 hours 36 minutes on that day, whichever is the earlier, or
 - (cc) where that employee has commenced work after 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime for time worked after 5.30 pm or after working 7 hours 36 minutes, on that day whichever is the earlier.
 - (iii) Where an employee is required to work overtime at the beginning of a day with less than one day's notice, that employee shall be paid overtime for any time worked prior to the commencing time for ordinary hours of duty determined by the employer under subclause (1) of this clause.

(5) Nine Day Fortnight

(a) Hours of Duty

- (i) The employer may authorise the operation of a nine day fortnight where the ordinary hours of duty of 76 hours a fortnight are worked over nine days of the fortnight, exclusive of work performed on Saturday, Sunday and the special rostered day off, with each day consisting of 8 hours and 27 minutes.
- (ii) The employer shall determine employees' commencing and finishing times between the spread of 6.00 am and 6.00 pm, in order to ensure that departmental requirements are met on each day.

(b) Lunch Break

A meal break shall be allowed and taken in accordance with the standard provisions of this clause.

(c) Special Rostered Day Off

Each employee shall be allowed one special rostered day off each fortnight in accordance with a roster prepared by management showing days and hours of duty and special rostered days off for each employee.

(d) Leave and Public Holidays.

For the purposes of leave and Public Holidays, a day shall be credited as 8 hours 27 minutes notwithstanding the following—

- (i) When a Public Holiday falls on an employee's special rostered day off the employee shall be granted a day in lieu of the holiday prior to the conclusion of the current fortnight.
- (ii) For a Public Holiday occurring during a period of annual leave, an additional day will be added to the period of leave irrespective of whether it falls on a rostered work day or special rostered day off.
- (iii) A four week annual leave entitlement is equivalent to 152 hours, the equivalent to eighteen rostered working days of 8 hours 27 minutes, and two special rostered days off.
- (iv) An employee who is sick on a special rostered day off will not be granted sick leave for that day, and will not be credited with an additional day off in lieu.

(e) Overtime

The provisions of the relevant overtime clause, shall apply for work performed prior to an employee's nominated starting time and after an employee's nominated ceasing time in accordance with subparagraph (a)(ii) and on an employee's special rostered day off.

(f) Study Leave

Credits for Study Leave will be given for educational commitments falling due between and employee's nominated starting and finishing times.

14.—PART-TIME EMPLOYEES

To be read in conjunction with Clause 34.—Part-time Employees of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Part-time workers aged 21 years or more shall be paid at a rate pro-rata to the rate prescribed for the class of work for which they are engaged in the proportion to which their fortnightly hours bear to 76 hours per fortnight.

(2) When a part-time worker as defined by the Hospital Salaried Officers Award No. 39 of 1968, commences employment on or after the 1 July 1996, he/she shall accrue service towards progression onto subsequent salary increments within a salary level, on a pro-rata basis of the number of hours worked to full time hours.

(3) Provided that relevant prior service and experience shall be taken into account when determining at what increment within a specified salary level a part-time employee is appointed.

15.—MEDICAL IMAGING TECHNOLOGISTS

This provision replaces Clause 12. of the Hospital Salaried Officers Award No. 39 of 1968.

Notwithstanding anything contained elsewhere in this Agreement or in the Hospital Salaried Officers Award No. 39 of 1968, Medical Imaging Technologists who were prior to this Agreement employed on a thirty-five hour and four week annual leave basis shall as a result of the registration of this Agreement, be employed on a thirty-five and a half (35.5) hour week and four week annual leave basis.

16.—PUBLIC HOLIDAYS

This provision replaces subclause 16(1)(a) of the Hospital Salaried Officers Award No. 39 of 1968.

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

(2) With effect from 1 April 1996 employees covered by this Agreement shall not be eligible to receive the two floating holidays otherwise provided for by Operational Instruction 657/95 and Circular to Ministers No. 1 of 1994 issued by the Office of The Premier. Provided that the holiday employees become eligible to receive on 2 January 1996 may be taken in accordance with the above mentioned Circular before 1 January 1997.

17.—LONG SERVICE LEAVE

This clause replaces Clause 19. Long Service Leave of the Hospital Salaried Officers Award No. 39 of 1968 with effect from 1st April 1996.

(1) An employee shall be entitled to thirteen weeks paid long service leave on the completion of ten years of continuous service and an additional thirteen weeks paid long service leave for each subsequent period of ten years of continuous service completed by the employee.

(2) Notwithstanding subclause (1), an employee in employment with an employer respondent to the Hospital Salaried Officers Award No. 39 of 1968 at the time of the inception of this agreement shall retain the proportion of long service leave accrued at the rate provided by the Award at that time and accrue the balance at the ten year rate.

(3) Upon application by an employee, the employer may (subject to subclause (4) of this Agreement), approve of the taking by the employee—

- (a) of double the period of long service leave on half pay, in lieu of the period of long service leave entitlement on full pay; or
- (b) of half the period of long service leave on double pay, in lieu of the period of long service leave entitlement on full pay; or
- (c) of any portion of his/her long service leave entitlement on full pay or double such period on half pay; or half such period on double pay
- (d) A full time employee who, during a qualifying period towards an entitlement of long service leave was employed continuously on both a full time and part time basis may elect to take a lesser period of long service leave calculated by converting the part time service to equivalent full time service.

(4) Long service leave may be taken in weekly multiples on full, half or compacted pay provided that where an employee's remaining portion of accrued untaken leave entitlement is less than a week such portion may be taken.

(5) Any holiday occurring during the period in which an employee is on long service leave will be treated as part of the long service leave, and extra days in lieu thereof shall not be granted.

(6) Long service leave shall be taken as it falls due at the convenience of the employer but within three years next after becoming entitled thereto: Provided that the employer may approve the accumulation of long service leave not exceeding twenty six weeks.

- (7) (a) An employee who;
- (i) at or before the 1st April 1996 was employed by North Metropolitan Health Service, and has completed at least 15 years continuous service within the Western Australian Public Sector; or
 - (ii) commenced employment with North Metropolitan Health Service after the 1st April 1996, and has completed at least 15 years continuous service within the Western Australian Public Sector Health Industry;

may, by agreement with the employer, take pro-rata long service leave provided that the employee has completed at least three years continuous service with North Metropolitan Health Service immediately prior to taking this leave.

(b) An employee who resigns from their employment with North Metropolitan Health Service and who;

- (i) at or before the 1st April 1996 was employed by North Metropolitan Health Service, and has completed at least 15 years continuous service within the Western Australian Public Sector; or
- (ii) commenced employment with North Metropolitan Health Service after the 1st April 1996, and has completed at least 15 years continuous service within the Western Australian Public Sector Health Industry;

shall, in addition to any accrued long service leave be paid pro-rata long service leave, provided that the employee has completed at least three years continuous service with North Metropolitan Health Service immediately prior to his/her resignation.

(8) For the purposes of subclause (7), the Western Australian Public Sector Health Industry shall mean the Minister for Health, the Commissioner of Health and all Public Sector Hospitals, Health Services and Agencies constituted under the Hospitals and Health Services Act 1927.

(9) Where an Employee has been redeployed at the direction of a Western Australian Public Sector Employer, 3 years continuous service for the purposes of subclauses (7) of this Clause shall be calculated including the service with such previous employer or employers.

(10) An employee who resigns having not qualified to be paid pro-rata long service leave in accordance with subclause (8) shall, subject to subclause (12), be entitled to payment for accrued long service leave only.

(11) An employee who is dismissed, shall not be entitled to long service leave or payment for long service leave other than leave that had accrued to the employee prior to the date of the offence for which the employee is dismissed provided that an employee who is dismissed through no fault of his/her own and who having completed at least 15 years continuous service, calculated in accordance with the provisions of this Clause, and having completed at least three years continuous service, calculated in accordance with the provisions of this Clause, with North Metropolitan Health Service immediately prior to dismissal shall, in addition to any accrued long service leave be paid pro-rata long service leave.

(12) A lump sum payment for long service leave accrued in accordance with this clause and for pro-rata long service leave shall be made in the following cases—

- (a) To an employee who retires at or over the age of fifty-five years or who has retired on the grounds of ill health, provided that no payment shall be made for pro-rata long service leave unless the employee has completed not less than twelve months' continuous service.
- (b) To an employee who has retired for any other cause: Provided that no payment shall be made for pro-rata long service leave unless the employee had completed not less than three years' continuous service before the date of his/her retirement.
- (c) To the widow or widower of an employee or such other person as may be approved by the employer in the event of the death of an employee: Provided that no payment shall be made for pro-rata long service leave unless the employee had completed not less than twelve months' continuous service prior to the date of his/her death.

(13) A calculation of the amount due for long service leave accrued and for pro-rata long service leave shall be made at the rate of salary of an employee at the date of retirement, resignation or death, whichever applies and no such payment shall exceed the equivalent of twelve months' salary.

(14) Long service leave accrued prior to the issue of the Hospital Salaried Officers Award No. 39 of 1968 shall remain to the credit of each employee.

(15) Subject to the provisions of subclauses (6), (10), (11), (12) and (16) of this clause, the service of an employee shall not be deemed to have been broken—

- (a) by resignation, where he/she resigned from the employment of an employer a party to the Award and commenced with another employer a party to the Award within one working week of the expiration of any period for which payment in lieu of annual leave or holidays has been made by an employer party to the Award from whom he/she resigned or, if no such payment has been made, within one working week of the day on which his/her resignation became effective;
- (b) if his/her employment was ended by his/her employer who is party to the Award, for any reason other than misconduct or unsatisfactory service but only if—
 - (i) the employee resumed employment with an employer party to the Award not later than six months from the day on which his/her employment ended; and
 - (ii) payment pursuant to subclause (11) of this clause has not been made; or
- (c) by any absence approved by the employer as leave whether with or without pay.

(16) The expression "continuous service" in this clause includes any period during which an employee is absent on full pay or part pay, from his/her duties with any employer party to the Award, but does not include—

- (a) any cumulative period exceeding two weeks in any one anniversary year during which the employee is absent on leave without pay;
- (b) Any service of the employee who resigns or is dismissed, other than service prior to such resignation or to the date of any offence in respect of which the employee is dismissed when such prior service has actually entitled the employee to long service leave, including pro-rata long service leave, under this clause.

(17) Portability

- (a) Where an employee was, immediately prior to being employed by North Metropolitan Health Service, employed in the service of—
 - The Commonwealth of Australia, or
 - Any other State Government of Australia, or
 - Any Western Australian State public sector or state government employer,

and the period between the date when the employee ceased previous employment and the date of commencing employment by a respondent to this Agreement does not exceed one week, that employee shall be entitled to long service leave determined in the following manner—

- (i) the pro rata portion of long service leave to which the employee would have been entitled up to the date of appointment under the Public Sector Management Act, shall be calculated in accordance with the provisions that applied to the previous employment referred to, but in calculating that period of pro rata long service leave, any long service leave taken or any benefit granted in lieu of any such long service leave during that employment shall be deducted from any long service leave to which the employee may become entitled under this clause; and
- (ii) the balance of the long service leave entitlement of the employee shall be calculated upon

appointment by a respondent to this Agreement in accordance with the provisions of this clause.

- (b) Nothing in this clause confers or shall be deemed to confer on any employee previously employed by the Commonwealth or by any other State of Australia any entitlement to a complete period of long service leave that accrued in the employee's favour prior to the date on which the employee commenced with North Metropolitan Health Service.

(18) At the request of the employee and with the agreement of the employer, an employee faced with pressing personal needs, may be paid in lieu of taking a portion of long service leave.

18.—SICK LEAVE

This provision replaces subclause (7) of Clause 18.—Sick Leave of the Hospital Salaried Officers Award No. 39 of 1968.

The basis for the cumulative accrual of sick leave shall be—

| | Leave On Full Pay Working Days |
|---|--------------------------------------|
| (a) On date of employment of the employee | 5 |
| (b) On completion by the employee of six months' service | 5 |
| (c) On completion by the employee of twelve months' service | 10 |
| (d) On completion of each additional twelve months' service by the employee | 10 |

Provided that where an employee has accrued sick leave on half days pay prior to the date upon which this Agreement comes into effect those accrued half days shall be converted to the equivalent of full days sick leave and shall remain to the employee's credit until such time as they may be taken.

19.—FAMILY, BEREAVEMENT AND PERSONAL LEAVE

This clause replaces Clause 17.—Short Leave of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Family Leave

- (a) In this subclause "family member" means the employee's spouse, defacto spouse, child, step child, parent, step parent. This entitlement will also apply to another person who lives with the employee as a member of the employee's family.
- (b) The employee is entitled to use up to 38 hours of his/her personal accrued sick leave to care for an ill family member each year, providing the employee must maintain a minimum of 10 days of sick leave available for personal use in each year. Subject to subclause (e), all family leave taken is deducted from the employee's sick leave entitlement.
- (c) Family leave is not cumulative from year to year.
- (d) Medical certificate requirements are as per those for Sick Leave under the Award.
- (e) Where an employee has insufficient accrued sick leave, by mutual agreement, up to five days of annual leave may be used for the purpose of family leave.

(2) Bereavement Leave

- (a) An employee shall on the death of—
- (i) the spouse of the employee;
 - (ii) the child or step-child of the employee;
 - (iii) the parent or step-parent of the employee;
 - (iv) the brother, sister, step brother or step sister; or
 - (v) any other person, who immediately before that person's death, lived with the employee as a member of the employee's family,

be eligible for up to two (2) days bereavement leave, provided that at the request of an employee the

employer may exercise a discretion to grant bereavement leave to an employee in respect of some other person with whom the employee has a special relationship.

- (b) The 2 days need not be consecutive.
- (c) Bereavement leave is not to be taken during any other period of leave.
- (d) An employee who claims to be entitled to paid leave under paragraph (a) of this subclause is to provide to the employer, if so requested, evidence that would satisfy a reasonable person as to—
- (i) the death that is the subject of the leave sought; and
 - (ii) the relationship of the employee to the deceased person.
- (e) An employee requiring more than two days bereavement leave in order to travel overseas in the event of the death overseas of a member of the employees immediate family may, upon providing adequate proof, in addition to any bereavement leave to which the employee is eligible, have immediate access to annual leave and/or accrued long service leave in weekly multiples and/or leave without pay provided all accrued leave is exhausted.

(3) Special Personal Leave

- (a) Without Pay
The employer may upon the request of an employee, grant that employee special leave without pay for any special or personal reason.
- (b) Use of Annual Leave
The employer may, upon the request of an employee and with sufficient cause being shown, which may in the circumstances be with little notice, grant that employee single days of annual leave for pressing personal emergencies.

20.—ALLOWANCES

(1) Where an employee subject to this Agreement is paid an allowance as provided under the Hospital Salaried Officers Award No. 39 of 1968, which is calculated as a percentage of a salary rate prescribed by that Award, the allowance shall for the life of this Agreement, now be calculated using the salary rates as prescribed at Clause 22.—Salaries of this Agreement.

21.—OVERPAYMENTS

(1) Where an employee is paid for work not subsequently performed or is overpaid in any other manner, the employer is entitled to make adjustment to the subsequent wages or salaries of the employee.

(2) One-off Overpayments

Subject to subclauses (4) and (5), one-off overpayments may be recovered by the employer in the pay period immediately following the pay period in which the overpayment was made, or in the period immediately following the pay period in which it was discovered that overpayment has occurred.

(3) Cumulative Overpayments

Subject to subclauses (4) and (5), cumulative overpayments may be recovered by the employer at a rate agreed between the employer and the employee, provided that the rate at which the overpayment is recovered is not at a lesser rate than the rate at which it was overpaid or \$50 per week, depending on which is the lesser amount per pay period.

(4) In exceptional circumstances, other arrangements for the recovery of overpayments may be agreed between the employer and the employee.

(5) the employer is required to notify the employee of their intention to recoup overpayment and to consult with the employee as to the appropriate recovery rate.

22.—SALARIES

This clause replaces Schedule A—Minimum Salaries of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Subject to the provision of Clause 9.—Salaries of the Award and to the provisions of this Clause the minimum annual salaries for employees bound by this Agreement are set in this Clause and shall apply from date of registration until the expiry of this Agreement.

(2) Minimum Salaries are detailed as follows. The rates of pay have been adjusted to reflect the increase in Clause 10 of the Agreement and represent full and final settlement of wage adjustments provided for in this Agreement.

| LEVELS | Award Rate + 2 ASNA + 5% + 2% effective prior to date of registration | Award Rate + 2 ASNA +5% + 2% + 5% effective from date of registration |
|---|---|---|
| | Salary P/Annum | Salary P/Annum |
| LEVEL 1 | | |
| under 17 years of age | 11,654 | 12,237 |
| 17 years of age | 13,609 | 14,289 |
| 18 years of age | 15,886 | 16,680 |
| 19 years of age | 18,387 | 19,306 |
| 20 years of age | 20,649 | 21,681 |
| 1st year of full-time equivalent adult service | 22,682 | 23,816 |
| 2nd year of full-time equivalent adult service | 23,382 | 24,551 |
| 3rd year of full-time equivalent adult service | 24,078 | 25,282 |
| 4th year of full-time equivalent adult service | 24,772 | 26,011 |
| LEVEL 2 | 25,469 | 26,742 |
| | 26,167 | 27,475 |
| | 26,969 | 28,317 |
| | 27,524 | 28,900 |
| | 28,343 | 29,760 |
| LEVEL 3 | 29,311 | 30,777 |
| | 30,064 | 31,567 |
| | 30,856 | 32,399 |
| | 32,118 | 33,724 |
| LEVEL 4 | 32,779 | 34,418 |
| | 33,770 | 35,459 |
| | 34,788 | 36,527 |
| | 36,235 | 38,047 |
| LEVEL 5 | 36,989 | 38,838 |
| | 38,025 | 39,926 |
| | 39,090 | 41,045 |
| | 40,187 | 42,196 |
| LEVEL 6 | 42,299 | 44,414 |
| | 43,867 | 46,060 |
| | 46,095 | 48,400 |
| LEVEL 7 | 47,287 | 49,651 |
| | 48,797 | 51,237 |
| | 50,362 | 52,880 |
| LEVEL 8 | 52,648 | 55,280 |
| | 54,522 | 57,248 |
| LEVEL 9 | 57,358 | 60,226 |
| | 59,331 | 62,298 |
| LEVEL 10 | 61,491 | 64,566 |
| | 64,966 | 68,214 |
| LEVEL 11 | 67,741 | 71,128 |
| | 70,563 | 74,091 |
| LEVEL 12 | 74,432 | 78,154 |
| | 77,047 | 80,899 |
| | 80,028 | 84,029 |
| CLASS 1 | 84,537 | 88,764 |
| CLASS 2 | 89,046 | 93,498 |
| CLASS 3 | 93,553 | 98,231 |
| CLASS 4 | 98,062 | 102,965 |

(a) An employee, who is 21 years of age or older on appointment to a classification equivalent to Level 1, may be appointed to the minimum rate of pay based on years of service, not on age.

(b) A Medical Typist or Medical Secretary shall be paid a medical terminology allowance of \$1000 per annum.

For the purposes of this subclause 'Medical Typist' and 'Medical Secretary' shall mean those workers classified on a classification equivalent to Level 1, 2, or 3 who spend at least 50% of their time typing from tapes, shorthand, and/or Doctor's notes of case histories, summaries, reports or similar material involving a broad range of medical terminology.

(3) Salaries.—Specified Callings and Other Professionals are detailed as follows. The rates of pay have been adjusted to reflect the increases in Clause 10 of the Agreement, and represent full and final settlement of wage adjustments provided for in this Agreement.

(a) Employees, who possess a relevant tertiary level qualification, or equivalent as agreed between the union and the employers, and who are employed in the callings of Architect, Audiologist, Bio Engineer, Chemist, Dietitian, Engineer, Medical Scientist, Librarian, Occupational Therapist, Physiotherapist, Physicist, Pharmacist, Clinical Psychologist, Psychologist, Research Officer, Scientific Officer, Social Worker, Speech Pathologist, Podiatrist, Medical Imaging Technologist, Nuclear Medicine Technologist, Radiation Therapist, Orthotist, or any other professional calling as agreed between the Union and employers, shall be entitled to Annual Salaries as follows—

| LEVELS | Award Rate + 2 ASNA + 5% + 2% effective prior to date of registration | Award Rate + 2 ASNA +5% + 2% + 5% effective date of registration |
|-----------|---|--|
| | Salary P/Annum | Salary P/Annum |
| LEVEL 3/5 | 29,311 | 30,777 |
| | 30,856 | 32,399 |
| | 32,779 | 34,418 |
| | 34,788 | 36,527 |
| | 38,025 | 39,926 |
| | 40,187 | 42,196 |
| LEVEL 6 | 42,299 | 44,414 |
| | 43,867 | 46,060 |
| | 46,095 | 48,400 |
| LEVEL 7 | 47,287 | 49,651 |
| | 48,797 | 51,237 |
| | 50,362 | 52,880 |
| LEVEL 8 | 52,648 | 55,280 |
| | 54,522 | 57,248 |
| LEVEL 9 | 57,358 | 60,226 |
| | 59,331 | 62,298 |
| LEVEL 10 | 61,491 | 64,566 |
| | 64,966 | 68,214 |
| LEVEL 11 | 67,741 | 71,128 |
| | 70,563 | 74,091 |
| LEVEL 12 | 74,432 | 78,154 |
| | 77,047 | 80,899 |
| | 80,028 | 84,029 |
| CLASS 1 | 84,537 | 88,764 |
| CLASS 2 | 89,046 | 93,498 |
| CLASS 3 | 93,553 | 98,231 |
| CLASS 4 | 98,062 | 102,965 |

(b) Subject to paragraph (d) of this sub clause, on appointment or promotion to the Level 3/5 under this sub clause—

(i) Employees, who have completed an approved three academic year tertiary qualification, relevant to their calling, shall commence at the first year increment;

(ii) Employees, who have completed an approved four academic year tertiary qualification, relevant to their calling, shall commence at the second year increment;

(iii) Employees, who have completed an approved Masters or PhD Degree relevant to their calling shall commence on the third year increment;

Provided that employees who attain a higher tertiary level qualification after appointment shall not be entitled to any advanced progression through the range.

(c) The employer and union shall be responsible for determining the relevant acceptable qualifications for appointment for the callings covered by this sub clause and shall maintain a manual setting out such qualifications.

(d) The employer in allocating levels pursuant to paragraph (b) of this sub clause may determine a commencing salary above Level 3/5 for a particular calling/s.

(4) The following conditions shall apply to employees in the callings detailed below—

Engineers—

Employees employed in the calling of Engineer and who are classified Level 3/5 under this Agreement shall be paid a minimum salary at the rate prescribed for the maximum of Level 3/5 where the employee is an “experienced engineer” as defined.

For the purposes of this paragraph “experienced engineer” shall mean—

- (a) An engineer appointed to perform professional engineering duties and who is a Corporate Member of The Institution of Engineers, Australia, or who attains that status during service.
- (b) An engineer appointed to perform professional duties who is not a Corporate Member of the Institution of Engineers, Australia but who possesses a degree or diploma from a University, College, or Institution acceptable to the employer on the recommendation of the Institution of Engineers, Australia, and who—
 - (i) having graduated in a four or five academic year course at a University or Institution recognised by the employer, has had four years experience on professional engineering duties acceptable to the employer since becoming a qualified engineer, or
 - (ii) not having a University degree but possessing a diploma recognised by the employer, has had five year’s experience on professional engineering duties, recognised by the employer since becoming a qualified engineer.

(5) The rates of pay in this Agreement include the first \$8.00 per week arbitrated safety net adjustment payable under the December, 1994 State Wage Decision. This first \$8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase as a result of agreements reached at enterprise level since 1 November, 1991. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

(6) The rates of pay in this Agreement include the second \$8.00 per week arbitrated safety net adjustment payable under the December 1994 State Wage Decision. This second \$8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase payable since 1 November, 1991, pursuant to enterprise agreements in so far as that wage increase has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from Enterprise Agreements, are not to be used to offset arbitrated safety net adjustments.

(7) The first and second arbitrated safety net increases have, for the purposes of this agreement been offered against past productivity improvements.

23.—RATIFICATION

The signatories that follow testify to the fact that this Agreement shall come into effect as of the date of registration.

| | |
|------------------------|----------------------------|
| Michael Hartland | <i>common seal affixed</i> |
| (signed by M Hartland) | <u>21/01/98</u> |
| (Signature) | (Date) |

President, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

| | |
|--------------------|----------------------------|
| Daniel P Hill | <i>common seal affixed</i> |
| (signed by D Hill) | <u>21/01/98</u> |
| (Signature) | (Date) |

Secretary, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

| | |
|----------------------|----------------|
| Peter Campos | |
| (signed by P Campos) | <u>20/1/98</u> |
| (Signature) | (Date) |

General Manager, for and on behalf of the Metropolitan Health Services Board (North Metropolitan Health Service).

The Common Seal of the Metropolitan Health Service Board is affixed hereto *common seal affixed* pursuant to a resolution of the Board

(signed by IWP McCall)

Signature of Board Member

Ian William Payne McCall

Printed Name of Signatory

(signed by P Martin)

Signature of Board Member

Pat J Martin

Printed Name of Signatory

ATTACHMENT 1—MODEL FOR IDENTIFYING PRODUCTIVITY INCREASES

The following model is to be used as a guide only and it is expected that it will be modified to meet the needs of North Metropolitan Health Service as required.

A Model for Identifying Productivity Increases

The primary focus of Enterprise Bargaining in the workplace will be on best practice, efficiency, effectiveness, competitiveness and cost saving.

Employees to focus on the following areas—

- **Productivity Improvements which can be made:** Identification of all possibilities for improving productivity through looking at possible changes in what work is done, how the work is done, who does the work, who could better do the work, when the work is done, whether the work should be done (ie. whether a particular task can be performed less often and still achieve a satisfactory output) possibilities for multi-skilling and opportunities to reduce costs (including financial costs) and reduce waste.
- **Barriers to Productivity Improvements:** Identification of any significant barriers to improving productivity, such as, need for training, need for equipment, problems with computer programs, demarcation problems and arguments about who should do what, award constraints, information or guidelines problems, problems in regard to supervision, whether too much or not enough, or of poor quality, opportunities and barriers to self management, physical barriers such as the location of various functions which interact with each other and barriers to communication.

Employers, in consultation with their Employees, to focus on all of the above plus macro issues impacting on productivity—

- **Structural Matters:** Management may need to look at the structures within which the work is done and how they can be improved upon.
- **Management Style:** Management style and its appropriateness may need to be examined at both an organisational and departmental level.
- **Best Practice, Benchmarking, Continuous Improvement and New Opportunities:** Initiatives in these areas will in general need to be initiated by management. This is an important area given that one of its outcomes should be improved competitiveness. Where barriers to competitiveness beyond the control of the employer/health service are identified, these should be drawn to the attention of the Health Department so that they can be addressed on an industry basis.
- **Culture and Environment:** Management culture and organisational culture may need to be examined in light of the overall direction of health management and where appropriate programs and training be introduced to address any identified problems.

Quality of Employment—Issues to be Examined by Both Employees and Employers—

This area does not necessarily impact on productivity, as such, but may have a positive impact financially and/or an improvement in the non-wage rewards of employment and is therefore a very valuable, win-win, area for both

employees and employers. Matters to be examined under this heading include, but are not confined to—

- Occupational Health and Safety
- Unplanned Absences
- Health and Welfare of the Workforce
- Family needs and other demands on workers: better ways to accommodate and acknowledge these without losing focus on the main objectives in regard to responsibility for service to the employer.
- Use of Leave
- Equal Opportunity
- Career paths, including access to special project work, providing opportunities for development and recognition
- Employee Recognition, through feedback, support, acknowledgment, enablement, empowerment, consultation and non-financial rewards
- Training and Development
- Equity Issues

ATTACHMENT 2—AGREED PRODUCTIVITY INITIATIVES

The following productivity initiatives are agreed between the parties—

1. Introduction of Programme Management at the North Metropolitan Health Service

The administration of the North Metropolitan Health Service is to be restructured along service programme lines.

Without limiting the final structure, or the right of the Employer to change it from time-to-time, the service Programmes are—

- Hospital
- Community Health
- Mental Health
- Rehabilitation and Aged Care

For its part, the Employer is committed to full consultation with staff in relation to the implementation of Programme Management and any modifications to it.

For their part, the staff of the Health Service are individually and collectively committed to co-operating with management and assisting during the change process.

The parties are committed to resolving any dispute that may arise through the Dispute Avoidance and Settlement Procedures specified in this Agreement.

2. Mobility of Staff Employed at the North Metropolitan Health Service

The parties agree that significant benefits would result from staff appointment to the Health Service rather than a particular facility or location, including—

- Staff identification with the Health Service
- Access to more employment opportunities
- Enhancement of staff mobility and flexibility
- Encouragement of staff to develop new skills by access to a variety of positions
- Reducing bureaucratic procedures in the event of staff redeployment

In the event of relocation, the taking up of employment opportunities within the Health Service should be in accordance with sound human resource principles including—

- Proceeding in the first instance by agreement between the parties
- A consideration of family responsibilities
- Availability of transport
- Matching skill level and professional suitability of any job opportunity within the Health Service

Suitable alternative employment constituting similar pay and conditions of employment

Availability of training and support to assist the Employee with any skills deficit in regard to the requirements of the new position

This provision will apply in respect to both current and new staff.

3. The Integration of Health Services

There will be a formal integration in February 1998 of the former Upper and Lower North Metropolitan Health Services, including—

- Warwick Child and Adolescent Clinic
- Joondalup Child and Adolescent Clinic
- Koolyara Mobile Day Hospital
- Joondalup Community Mental Health Service
- Community Mental Health Services Administration
- Koondoola Child Development Centre.

This process involves the transfer via a defined legal process of staff from coverage by the Public Service Award as employees of the Commissioner of Health, to coverage by the Hospital Salaried Officers Award as employees of the Metropolitan Health Services Board. It includes the option of redeployment, and involves the alteration of pay period.

For its part management will consult with individual staff during this process. For their part, affected staff will co-operate with management to effect the change.

4. General Matters

The following general matters are agreed for implementation—

- Non-replacement of staff during short-term absences on sick leave, with service delivery being maintained
- Utilization of word processing equipment by all levels of staff
- Management to assume greater responsibility for clerical work in lieu of requiring clerical support
- Review of work organization and practices. E.G. Development of group Programmes to replace individual treatments
- Review of admission procedures

HUGH SMITH BRICKPAVING INDUSTRIAL AGREEMENT. No. AG 351 of 1997.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.
Industrial Relations Act 1979.

The Western Australian Builders' Labourers, Painters and Plasterers Union of Workers and the Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch

and

Hugh & Co Contracting Pty Ltd.

No. AG 351 of 1997.

Hugh Smith Brickpaving Industrial Agreement.

COMMISSIONER P E SCOTT.

10 February 1998.

Order.

HAVING heard Mr G Giffard on behalf of the Applicant and there being no appearance on behalf of the Respondent, and

by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Hugh Smith Brickpaving Industrial Agreement in the terms of the following schedule be registered on the 15th day of January 1998.

[L.S.] (Sgd.) P.E. SCOTT,
Commissioner.

WAGE AGREEMENT

Schedule.

1.—TITLE

This Agreement will be known as the Hugh Smith Brickpaving Industrial Agreement.

2.—ARRANGEMENT

1. Title
 2. Arrangement
 3. Area and Parties Bound
 4. Application
 5. Duration
 6. Dispute Settlement Procedure
 7. Single Enterprise
 8. Relationship with Awards
 9. Enterprise Agreement
 10. Wage Increase
 11. Site Allowance
 12. Industry Standards
 13. Clothing and Footwear
 14. Training Allowance, Training Leave, Recognition of Prior Learning
 15. Seniority
 16. Sick Leave
 17. Pyramid Sub-Contracting
 18. Fares and Travelling
 19. Drug and Alcohol, Safety and Rehabilitation Program
 20. Income Protection
 21. No Extra Claims
- Appendix A—Wage Rates
Appendix B—Drug and Alcohol, Safety and Rehabilitation Program
Appendix C—Site Allowance

3.—AREA AND PARTIES BOUND

This is an Agreement between The Western Australian Builder's Labourers, Painters, & Plasterers Union of Workers and the Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch (hereinafter referred to as the "Unions") and Hugh & Co Contracting Pty Ltd (hereinafter referred to as the "Company") in the State of Western Australia.

4.—APPLICATION

This Agreement shall be binding upon the Company, the Union, its officers and members, and any person eligible to be a member of the Unions employed by the Company on work covered by the terms of the Building Trades (Construction) Award 1987, No. 14 of 1978 (the "Award") undertaken on John Holland's Wanneroo Hospital site and the John Holland's Mount Street site. There are approximately 4 employees covered by this agreement.

5.—DURATION

This Agreement shall commence from the first pay period on or after the date of signing and shall continue in effect until 31 October 1999.

The parties agree to commence discussion on the terms and conditions of any future agreement three calendar months prior to the expiration of this Agreement.

6.—DISPUTE SETTLEMENT PROCEDURE

In relation to any questions, disputes or difficulties arising out of the operation of this Agreement the dispute settlement procedure that shall apply shall be in the same terms as that outlined in Clause 46 Settlement of Disputes of the Award.

7.—SINGLE ENTERPRISE

It is agreed that this Agreement applies in respect of a single enterprise as defined in Clause 41A(2) of the WA Industrial Relations Act 1979, as amended (the "Act").

8.—RELATIONSHIP WITH AWARDS

This Agreement shall be read wholly in conjunction with the Award. Where this Agreement is silent on rates of pay and other matters pertaining to the employment relationship, the Award shall apply. Where there is conflict between the rates of pay, conditions, allowances and other matters in this Agreement and the Awards the higher rate shall apply.

9.—ENTERPRISE AGREEMENT

It is agreed that in the event of the Unions and the Company agreeing on the terms of a comprehensive enterprise agreement, this Agreement may be terminated in accordance with the requirements of the Act.

10.—WAGE INCREASE

This Agreement provides for increases in the hourly rate and allowances resulting in the wage rates in the Appendix A—Wage Rates.

11.—SITE ALLOWANCE

This Agreement provides for site allowances as per Appendix C—Site Allowance.

12.—INDUSTRY STANDARDS

1. Redundancy

It is a term of this Agreement that the Company will immediately increase its payments to \$45 per week per employee into the Western Australian Construction Industry Redundancy Fund and then will increase this to \$50 per week per employee on 1 August 1998.

2. Superannuation

The Company will immediately increase its level of payment into the Construction + Building Unions Superannuation Scheme to \$60 per week per employee.

3. Apprentice Rates

The Company agrees to maintain a ratio of no more than four tradespeople to one apprentice employed.

13.—CLOTHING AND FOOTWEAR

1. The following items will be supplied to each employee by the Company, upon the completion of five working days.

- (a) 1 pair safety boots, and will be replaced on a fair wear and tear basis.
- (b) 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- (c) 1 bluey jacket for each employee employed during the period 1 April to 31 October. (One issued per year)

2. The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

14.—TRAINING ALLOWANCE, TRAINING LEAVE, RECOGNITION OF PRIOR LEARNING

1. A training allowance of \$12.00 per week per worker shall be paid by the employer to the Union Education and Training Fund.

2. Subject to all qualifications in this clause, an employee shall, upon application in writing to and with approval of the employer, be granted leave with pay each calendar year pro-rata to attend courses conducted or approved by the NBCITC. The employers approval shall not be unreasonably withheld.

The application for leave shall be given to the employer at least two weeks in advance of the date of commencement of the course.

The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave where an employee is otherwise entitled.

An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than—

course fees

course books and materials
 payment of ordinary time earnings for such absence.

For the purpose of this clause ordinary time earnings shall be defined as the agreement classification rate.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

3. The employer will actively encourage employees to seek formal recognition of their skills (recognition of prior learning), and will allow leave as per (2) above for such purposes including but not limited to securing Tradesmen's Rights Certificates.

15.—SENIORITY

1. The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

2. When applying the "first on last off" principle it is agreed subject to the caveat of "all things being equal", it is intended to apply on a state basis rather than a site by site basis.

3. It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 6—Dispute Settlement Procedure.

4. An employee who has been retrenched by the Company shall have absolute preference and priority for re-employment/re-engagement by the Company. Where an employee is re-engaged within a period of six months the employee shall maintain continuity of service and all accrued entitlements with the Company.

16.—SICK LEAVE

For sick leave accrued after the date of signing this agreement the following will apply—

- (a) The Company's employees shall have the option of converting 100% of accrued sick leave entitlement to a cash payment on termination.
- (b) If an employee who has been terminated by the Company without exercising the above option is re-engaged within a period of six months, the unpaid balance of sick leave shall continue from the date of re-engagement.

17.—PYRAMID SUB-CONTRACTING

1. "Pyramid Sub-Contracting" is defined as the practice of a sub-contractor, to whom a sub-contract is originally awarded, sub-letting that contract or part thereof to another sub-contractor.

2. Provided that where a sub-contractor does not have the technical capacity to handle a specialist section of the contract and intends to engage a specialist sub-contractor to perform that work, that section may be re-let to a specialist sub-contractor.

3. Further provided that when a sub-contract is let for labour and material, a labour-only sub-contract may be let by the sub-contractor, but it is unacceptable as a principle for further labour-only sub-contracts to be re-let.

4. A bona fide sub-contractor is generally an employer of labour, save for a machine owner operator.

5. Where a disagreement arises in relation to the definition or application of the term "Pyramid Sub-Contracting" the parties shall discuss and determine the issue in accordance with the agreement dispute resolution procedure. In any event of a disagreement, the matter shall be negotiated further between the parties or referred to the Western Australian Industrial Relations Commission. Whilst these procedures are undertaken no industrial action shall occur.

18.—FARES AND TRAVELLING

In addition to Clause 12A of the award a travel payment shall be made in the form of a daily payment (on days worked) of \$6.15 per day per employee.

19.—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

The parties are committed to the Drug and Alcohol, Safety and Rehabilitation program as outlined in Appendix B—Drug and Alcohol, Safety and Rehabilitation Program.

20.—INCOME PROTECTION

The Company agrees to insure employees covered by this Agreement for injury and sickness. The scheme is to be negotiated through the ACTU Insurance Broking Pty Limited (ACN. 069 795 875)..

21.—NO EXTRA CLAIMS

The Union will make no further claims on the Company over conditions set out in this Agreement for the life of the Agreement.

Signed for and on behalf of—

The Unions: **BLPPU** Signed **Common Seal**
 Date: 8/12/97

Signed
WITNESS

CMETU Signed **Common Seal**
 Date: 8/12/97

Signed
WITNESS

The Company: **Common Seal** Signed
 Date: 27/11/97

HUGH SMITH
PRINT NAME
Signed
WITNESS

APPENDIX A—WAGE RATES

| Date of Signing | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|-----------------------|-----------------|---------------|-----------------|---------------|
| Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| \$ | \$ | \$ | \$ | \$ |
| Labourer Group 1 | 15.56 | 16.01 | 16.47 | 16.92 |
| Labourer Group 2 | 15.03 | 15.47 | 15.90 | 16.34 |
| Labourer Group 3 | 14.63 | 15.05 | 15.48 | 15.90 |
| Plaster, Fixer | 16.17 | 16.64 | 17.11 | 17.58 |
| Painter, Glazier | 15.81 | 16.27 | 16.73 | 17.19 |
| Signwriter | 16.15 | 16.62 | 17.09 | 17.56 |
| Carpenter | 16.27 | 16.75 | 17.22 | 17.70 |
| Bricklayer | 16.11 | 16.58 | 17.05 | 17.52 |
| Refractory Bricklayer | 18.50 | 19.04 | 19.58 | 20.12 |
| Stonemason | 16.27 | 16.75 | 17.22 | 17.70 |
| Rooftiler | 15.99 | 16.45 | 16.92 | 17.38 |
| Marker/Setter Out | 16.75 | 17.24 | 17.72 | 18.21 |
| Special Class T | 16.96 | 17.46 | 17.95 | 18.45 |

APPRENTICE RATES

| Date of Signing | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|-------------------------|-----------------|---------------|-----------------|---------------|
| Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| \$ | \$ | \$ | \$ | \$ |
| Plasterer, Fixer | | | | |
| Yr 1 | 6.79 | 6.99 | 7.18 | 7.38 |
| Yr 2 (1/3) | 8.90 | 9.16 | 9.42 | 9.68 |
| Yr 3 (2/3) | 12.13 | 12.49 | 12.84 | 13.19 |
| Yr 4 (3/3) | 14.23 | 14.65 | 15.06 | 15.48 |
| Painter, Glazier | | | | |
| Yr 1 (.5/3.5) | 6.64 | 6.84 | 7.03 | 7.22 |
| Yr 2 (1/3), (1.5/3.5) | 8.70 | 8.95 | 9.20 | 9.45 |
| Yr 3 (2/3), (2.5/3.5) | 11.86 | 12.20 | 12.55 | 12.89 |
| Yr 4 (3/3), (3.5/3.5) | 13.92 | 14.32 | 14.73 | 15.13 |
| Signwriter | | | | |
| Yr 1 (.5/3.5) | 6.79 | 6.99 | 7.18 | 7.38 |
| Yr 2 (1/3), 1.5/3.5) | 8.88 | 9.14 | 9.40 | 9.65 |
| Yr 3 (2/3), 2.5/3.5) | 12.11 | 12.47 | 12.82 | 13.17 |
| Yr 4 (3/3), 3.5/3.5) | 14.21 | 14.63 | 15.04 | 15.46 |
| Carpenter | | | | |
| Yr 1 | 6.84 | 7.04 | 7.24 | 7.44 |
| Yr 2 (1/3) | 8.95 | 9.21 | 9.47 | 9.73 |
| Yr 3 (2/3) | 12.21 | 12.56 | 12.92 | 13.27 |
| Yr 4 (3/3) | 14.32 | 14.73 | 15.15 | 15.57 |
| Bricklayer | | | | |
| Yr 1 | 6.77 | 6.96 | 7.16 | 7.36 |
| Yr 2 (1/3) | 8.86 | 9.12 | 9.37 | 9.63 |
| Yr 3 (2/3) | 12.08 | 12.43 | 12.79 | 13.14 |
| Yr 4 (3/3) | 14.17 | 14.59 | 15.00 | 15.41 |
| Stonemason | | | | |
| Yr 1 | 6.84 | 7.04 | 7.24 | 7.44 |
| Yr 2 (1/3) | 8.95 | 9.21 | 9.47 | 9.73 |
| Yr 3 (2/3) | 12.21 | 12.56 | 12.92 | 13.27 |
| Yr 4 (3/3) | 14.32 | 14.73 | 15.15 | 15.57 |
| Rooftiler | | | | |
| 6 months | 9.12 | 9.38 | 9.65 | 9.91 |
| 2nd 6 months | 10.02 | 10.31 | 10.61 | 10.90 |
| Yr 2 | 11.71 | 12.05 | 12.39 | 12.73 |
| Yr 3 | 13.74 | 14.14 | 14.54 | 14.94 |

APPENDIX B—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

1. PRINCIPLE

People dangerously affected by alcohol, and/or drugs are a safety hazard to themselves and all other persons in the workplace.

2. FOCUS

- Site safety and the involvement of the site safety committee
- Peer intervention and support
- Rehabilitation

3. WORKPLACE POLICY

- A person who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.
- The decision on a person's ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/employer representatives.
- There will be no payment of lost time to a person unable to work in a safe manner.
- If this happens 3 times the worker shall be given a written warning and made aware of the availability of treatment/counselling. If the worker refuses help he/she may be transferred/dismissed the next time he/she is dangerously affected.
- For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.
- A worker having problems with alcohol and or other drugs—
 - Will not be sacked if he/she is willing to get help.
 - Must undertake and continue with the recommended treatment to maintain the protection of this program.
 - Will be entitled to sick leave or leave without pay while attending treatment.

4. IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will—

- Clearly state its endorsement of the BTG Drug and Alcohol program and comply with it.
- Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Program to address a meeting of employees to discuss and endorse the program.
- Authorise the attendance of appropriate company personnel eg. Safety delegate/officer, safety committee members, union delegate, consultative committee members(s) at the two hour BTG Drug and Safety in the Workplace training course.

APPENDIX C—SITE ALLOWANCE

1. This agreement is between the parties to this agreement and shall apply to construction work undertaken by principal contractors who are engaged in the commercial/industrial sector of the building industry in the state of Western Australia within a 50km radius of the Perth General Post Office.

2. This agreement provides for a site allowance to be paid to employees engaged on particular building projects, and for such site allowance to be paid in addition to the wage rates and allowances prescribed by the award as well as any industrial or certified agreements made in conjunction with the award which does not prescribe a site allowance.

3. The site allowance payable under this agreement is to be paid at a flat rate per hour for all hours worked to compensate for all special factors/disabilities on the project and in lieu of all award special rates, with the exception of rates relating to the lifting of heavy blocks, cleaning down brickwork and the use of explosive powered tools which will be payable to an employee when he/she encounters that particular disability.

4. Site Allowance Formula

At the commencement of a project the particular site allowance to apply shall be determined in accordance with the following formula—

4.1 Projects Located Within Perth C.B.D. (as defined)

New Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.80 |
| Above \$2.1m to \$4.4m | \$2.15 |
| Over \$4.4m | \$2.75 |

Renovations, Restorations and/or Refurbishment Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.60 |
| Above \$2.1m to \$4.4m | \$1.80 |
| Over \$4.4m | \$2.35 |

4.2 Projects Located Within West Perth (as defined)

New Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.60 |
| Above \$2.1m to \$4.4m | \$1.80 |
| Over \$4.4m | \$2.35 |

Renovations, Restorations and/or Refurbishment Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.50 |
| Above \$2.1m to \$4.4m | \$1.70 |
| Over \$4.4m | \$1.95 |

The site allowance on projects which are a combination of new and renovation work shall be governed by the majority of work involved. For example, where the majority of work is new work, then the site allowance appropriate to new work shall be paid for all employees on the project.

4.3 Projects within 50 km radius of Perth G.P.O. but not including the C.B.D. or West Perth (as defined)

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$1m | NIL |
| Above \$1m to \$2.1m | \$1.20 |
| Above \$2.1m to \$5.8m | \$1.50 |
| Above \$5.8m to \$11.6m | \$1.75 |
| Above \$11.6m to \$23.6m | \$1.95 |
| Above \$23.6m to \$58.6m | \$2.25 |
| Over \$58.6m | \$2.45 |

“**C.B.D.**”—Central Business District shall mean the area bounded by the Swan River South, Swan River East to Nile Street running into Wittenoom Street, Hill Street to Royal Street, Royal Street to Lord Street, Lord Street to Newcastle Street, along Newcastle Street to the Freeway, the Freeway South to the Perth Fremantle railway line, along the Perth-Fremantle railway line to Dyer Street, Dyer Street through to Havelock Street, Havelock Street to Kings Park Road, Kings Park Road to Fraser Avenue, Fraser Avenue projected through to the Swan River.

“**West Perth**”—shall mean the area contained within the boundaries formed by Thomas Street, Kings Park Road, Havelock Street, Dyer Street and the Perth-Fremantle railway line back to Thomas Street.

Boundary roads: If a road borders between two regions in which site allowances are to be paid as per this agreement, the parties confirm that one side of such a boundary road will be deemed to fall in one region and the other side of the boundary road will be deemed to fall in the other region. For example, the eastern side of Havelock Street will be in the “CBD” and the western side of Havelock Street shall be in “West Perth”.

“**Project Contractual Value**”—shall be deemed to mean the value of all tendered work which falls under the scope of the principal contractor’s contract.

5. The site/project allowance and project contractual value detailed in this agreement shall be adjusted on 1 October each year by the total C.P.I. movements for Perth during the

preceding four quarters ending 30 June and accordingly, the site allowance amounts shall be adjusted up or down to the nearest five cents.

6. Project contractual values shall be subject to review at any renewal of this agreement, but in any event shall not be adjusted by a percentage less than the total CPI movements for Perth during the preceding four quarters ending 30 June. Such adjustment being to the nearest \$10,000.

7. The agreed site allowance once set pursuant to this agreement shall be recorded in a site agreement to which the applicable principal contractor and the Union will be signatories. The level of allowance once nominated at the commencement of the project will continue without change until completion of the project.

8. It is acknowledged that on certain projects a site agreement may be entered into between the principal contractor and the building trades group of unions for that project that may include matters regularly addressed within the industry, such as, but not limited to, the following—

- Disputes Procedures
- Occupational Health and Safety Procedures
- Demarcation Procedures
- First Aid Provisions and On-Site Amenities

and the unions will not unreasonably refuse to continue to discuss such matters if raised by the principal contractor.

9. This agreement does not apply to resource development projects or civil and engineering projects.

10. Where a dispute arises as to the application of the terms of this agreement, if the issue cannot be resolved in discussions between the parties, it is agreed that the matter will be referred to the appropriate industrial tribunal for resolution without recourse to industrial action.

11. It is a term of this agreement that all site allowance agreements entered into prior to this date will be honoured by all parties and will continue to apply for the life of the particular project.

12. Where because of a condition of contract the principal contractor is required not to allow for a site allowance, before final application of this agreement, discussions will be held between the parties with a view to resolving any problems that may arise as a result of this situation.

13. This agreement shall only apply to building contracts entered into on or after 1 October, 1995.

**INGHAMS ENTERPRISES PTY LIMITED
(MAINTENANCE DEPARTMENT) ENTERPRISE
BARGAINING AGREEMENT 1997.**

No. AG 17 of 1998.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers—Western Australian Branch

and

Inghams Enterprises Pty Ltd and Another.

No. AG 17 of 1998.

Inghams Enterprises Pty Limited (Maintenance Department)
Enterprise Bargaining Agreement 1997.

20 February 1998.

Order.

HAVING heard Mr G.C. Sturman as agent for the Applicant and on behalf of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering and Electrical Division, WA Branch and Mr C.M. Burgwyn on behalf of the Respondent, and by consent, the Commission, pursuant to the powers

conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties in the terms of the following schedule and lodged in the Commission on the 3rd day of February, 1998, as amended, entitled Inghams Enterprises Pty Limited (Maintenance Department) Enterprise Bargaining Agreement 1997 be registered as an industrial agreement to replace Inghams Pty Ltd (Maintenance Department) Enterprise Bargaining Agreement 1995, No. AG 77 of 1996.

(Sgd.) G.L. FIELDING,

Senior Commissioner.

[L.S.]

**MAINTENANCE DEPARTMENT ENTERPRISE
BARGAINING AGREEMENT 1997**

1.—TITLE

This Agreement shall be known as the "Inghams Enterprises Pty Limited (Maintenance Department) Enterprise Bargaining Agreement 1997".

2.—ARRANGEMENT

| Clause No. | Subject |
|------------|-----------------------------------|
| 1. | Title |
| 2. | Arrangement |
| 3. | Incidence and Parties Bound |
| 4. | Date and Period of Operation |
| 5. | Relationship to Parent Award |
| 6. | Single Bargaining Unit |
| 7. | Background |
| 8. | Continuous Improvement Activities |
| 9. | Wages |
| 10. | Hours |
| 11. | Commitments |
| 12. | Renewal of Agreement |
| 13. | Settlement of Disputes |
| 14. | Signatories to Agreement |

3.—INCIDENTS & PARTIES BOUND

a) This Agreement shall apply to and be binding upon Inghams Enterprises Pty Limited, the organisations of employees set out below and all persons employed by Inghams Enterprises Pty Limited in its operations at Baden Street, Osborne Park who are, or eligible to be, members of the following Unions—

- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers—Western Australian Branch (AFMEPKIU);
- Communications, Electrical, Electronics, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering and Electrical Division—WA Branch (CEPU).

b) It is estimated that approximately 20 persons employed by the Company, referred to in sub-clause (a) hereof, are covered by the provisions of the Metal Trades (General) Award No. 13 of 1965, the Engine Drivers' (General) Award No. 21A of 1977.

4.—DATE & PERIOD OF OPERATION

This Agreement shall operate from the commencement of the first pay period beginning on or after 15th December 1997 and shall remain in force until 15th December 1999.

5.—RELATIONSHIP TO PARENT AWARDS

a) This Agreement shall be read and interpreted wholly in conjunction with the applicable Awards specified in sub-clause (b) of Clause 3.—Incident and Parties Bound.

b) Where there is any inconsistency between this Agreement and the parent Award, this Agreement shall prevail to the extent of such inconsistency.

6.—SINGLE BARGAINING UNIT

a) The employees and Unions covered by this Agreement have formed a single bargaining unit in accordance with the requirements of the Western Australian State Wage Case Decision in 1992.

b) The single bargaining unit has held negotiations and reached full agreement on the terms of this document.

c) The single bargaining unit shall be given all relevant information to enable effective monitoring of the implementation of the continuing improvement programme.

7.—BACKGROUND

a) The parties of the Awards referred to in Clause 3.—Incident and Parties Bound of this Agreement, see this document as a continuing programme of restructuring and consolidation of the Structural Efficiency Principles introduced as a result of the 1987 State Wage Decision.

b) The parties recognise that this Agreement, along with amendments to the parent Awards and considerations which may come into place during the term of this Agreement, shall lead to the fruition of the Structural Efficiency Principles introduced in 1987.

c) Fundamental to maintaining results already gained and to further commit the parties to continual Structural Efficiency reform, the following initiatives have been undertaken—

- i) A properly constituted Training Committee has been established to implement and monitor both on-the-job and accredited training and to develop skill-based career paths for all maintenance employees at Inghams Enterprises Pty Limited.
- ii) An on-going programme is being implemented which will result in autonomous work groups having added responsibility. The parties are committed to the objective of employees taking responsibility for the efficiency, control and quality of the manufacturing process to the standard currently attained.
- iii) Regular meetings of the Single Bargaining Unit have resulted in information sharing and problem solving instrumental to greater understanding and tolerance between management and employees.

d) The parties recognise the achievements the engineering team has made to date, particularly in relation to flexibility of duties performed and team commitment.

8.—CONTINUOUS IMPROVEMENT ACTIVITIES

a) The parties are committed to an on-going programme of continuous improvement during the term of this Agreement, which includes—

- i) Committing to the principles and requirement of HACCP with its procedures and controls.
- ii) Agreeing to the Inghams National Protective Clothing Policy when required.
- iii) Agreeing to coverage of production hours requirements when working any Public Holidays (excluding Xmas Day & Good Friday).

Note: All Public Holiday entitlements will be paid, but no day off in lieu to be taken.

b) Productivity Objective—

- i) Work within a Hot Work Permit System.
- ii) Working in Confined Spaces.
- iii) The carrying out of rescue team requirements.
- iv) Training in areas of rescue e.g., Troll, MSA, gas testing, SCBA, Fire Control.
- v) First Aid Training.
- vi) Forklift Driving Experience.
- vii) Acceptance by all staff to work towards an effective reduction in absenteeism levels.

9.—WAGES

In addition to the rates and allowances prescribed by the said Awards, upon ratification of this Agreement by the Western Australian Industrial Relations Commission, the following increases, applicable on the all-purpose rate, shall be paid to all employees covered by the Awards specified in sub-clause (ii) of Clause 3 hereof, who fully participate in and support this Agreement.

- 5.5% increase from 15th December 1997.
- 5.5% increase from 15th December 1998.

10.—HOURS

a) Ordinary hours of work shall be 38 per week, worked between 6.00 am and 6.00 pm, Monday to Friday and of eight hours duration daily.

b) Variation of starting and finishing times each day may be required on specific occasions to suit the requirements of customers and, by arrangement between the employer and employees, such flexibility may be extended.

c) Time worked outside of ordinary hours will be paid at penalty rates, as prescribed by the relevant Award.

11.—COMMITMENTS

a) Pursuant to the terms of the December 1994 State Wage Case decision, there shall not be any further claims made during the life of this Agreement, except where consistent with a State or National Wage Case decision.

b) The parties to the Agreement shall be bound by the terms of the Agreement for its duration.

c) The parties shall oppose any applications by others to be joined to this Enterprise Bargaining Agreement.

d) The terms of this Agreement will not be used to progress or obtain similar arrangements or benefits in any other enterprises.

e) This Agreement shall not operate to cause any employee to suffer a reduction in ordinary-time earnings or to depart from national standards in regard to hours of work, annual leave with pay or long service leave with pay.

f) Inghams Enterprises Pty Limited agrees to administer the ACTU employees self-funded payroll deduction for the ACTU total income protection insurance scheme.

12.—RENEWAL OF AGREEMENT

a) One month prior to its expiry the parties will review this Agreement to assess improvements in productivity and efficiency.

b) Depending on the outcome of such review, the parties will decide whether or not the Agreement shall be renewed or replaced.

13.—SETTLEMENT OF DISPUTES

Where a question, dispute or difficulty arises the matter shall be dealt with in accordance with Clause 34 of the Metal Trades (General) Award 1966.

14.—SIGNATORIES TO AGREEMENT

| | |
|---|--|
| Signed for and on behalf of Inghams Enterprises Pty Limited | A. Manning (signed) _____ 27/1/98 _____ (Date) Witness: C. Edwards (27-1-98) |
| Signed for and on behalf of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers— Western Australian Branch | J. Sharp-Collett (signed) Common Seal _____ 3/2/98 _____ (Date) |
| Signed for and on behalf of the Communications, Electrical, Electronics Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering and Electrical Division (WA Branch) | indecipherable _____ 27-1-98 _____ (Date) |

METROPOLITAN HEALTH SERVICE BOARD KING EDWARD MEMORIAL AND PRINCESS MARGARET HOSPITALS (PHYSICAL RESOURCES DEPARTMENT) ENTERPRISE BARGAINING AGREEMENT 1997.

No. AG 21 of 1998.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Metropolitan Health Service Board—King Edward Memorial and Princess Margaret Hospitals

and

The Automotive, Food, Metals Engineering, Printing and Kindred Industries Union of Workers, Western Australian Branch

and

The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering and Electrical Division, WA Branch

and

The Construction, Mining, Energy, Timbryards, Sawmills, and Woodworkers Union of Australia Western Australian Branch

and

The Plumbers and Gasfitters Employees' Union of Australia, West Australian Branch

and

The Western Australian Builders' Labourers, Painters and Plasterers Union of Workers.

No. AG 21 of 1998.

4 March 1998.

Order.

REGISTRATION OF AN INDUSTRIAL AGREEMENT

No. AG 21 OF 1998

HAVING heard Mr M. Tuttle on behalf of the first named party and Mr G. Sturman on behalf of the second named party; and

WHEREAS no appearance has been entered on behalf of the third, fourth, fifth and sixth named parties; and

WHEREAS an agreement has been presented to the Commission for registration as an Industrial Agreement; and

WHEREAS the Commission is satisfied that the aforementioned agreement complies with s.41A, s.49A and s.49B of the Industrial Relations Act, 1979;

AND WHEREAS the Commission is satisfied that the third, fourth, fifth and sixth named parties having executed the agreement presented to the Commission for registration, and given the form of the agreement, such thereby signifies their consent to the registration of the agreement;

NOW THEREFORE the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement titled the Metropolitan Health Service Board King Edward Memorial and Princess Margaret Hospitals (Physical Resources Department) Enterprise Bargaining Agreement 1997, filed in the Commission on 9 February 1998 and as subsequently amended by the parties and re-lodged on 23 February 1998, signed by me for identification, be and is hereby registered as an Industrial Agreement.

(Sgd.) C. B. PARKS,

[L.S.]

Commissioner.

AGREEMENT

METROPOLITAN HEALTH SERVICE BOARD
KING EDWARD MEMORIAL AND PRINCESS
MARGARET HOSPITALS (PHYSICAL RESOURCES
DEPARTMENT) ENTERPRISE BARGAINING
AGREEMENT 1997

1.—TITLE

This Agreement shall be known as the Metropolitan Health Service Board King Edward Memorial and Princess Margaret Hospitals (Physical Resources Department) Enterprise Bargaining Agreement, 1997.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Scope and Parties Bound
4. Relationship to Parent Awards
5. Single Bargaining Unit
6. Aims and Objectives of this Agreement
7. Dispute Settlement Procedure
8. Key Performance Indicators
9. Initiatives
10. Wages
11. Commitments
12. Consultative Committee
13. Absenteeism
14. Terms of the Agreement
15. Not to be used as a Precedent
16. No Further Claims
17. Reserved
18. The Signatories to this Agreement
 - Appendix 1. Plan for Success
 - Appendix 2. Allowances
 - Appendix 3. Salaries

3.—SCOPE AND PARTIES BOUND

This Agreement shall be binding on—

- 3.1 The Metropolitan Health Service Board King Edward Memorial and Princess Margaret Hospitals (the Hospitals) and all employees engaged in the Physical Resources Department of King Edward Memorial and Princess Margaret Hospitals (the Employees).
- 3.2 Communication, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia—Engineering and Electrical Division—WA Branch.
The Construction, Mining, Energy, Timbryards, Sawmills and Woodworkers Union of Australia—Western Australian Branch.
The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers—Western Australian Branch.
The Plumbers and Gas fitters Employees' Union of Australia, West Australian Branch, Industrial Union of Workers.
The Western Australian Builders Labourers, Painters and Plasterers Union Of Workers.
Herein after called the "Unions".
- 3.3 The Parties to this Agreement shall be the Metropolitan Health Service Board King Edward Memorial and Princess Margaret Hospitals and the Unions detailed in subclause 3.2 of this clause.
- 3.4 The parties will oppose any application to join other parties to the agreement.
- 3.5 The estimated number of employees bound by this Agreement at the time of registration is 36 employees.

4.—RELATIONSHIP TO PARENT AWARDS

4.1 This Agreement shall be read in conjunction with the following Awards—

Building Trades (Government) Award 1968 No 31A of 1966.

Engineering Trades (Government) Award 1967 Award Nos 29, 30 and 31 of 1961 and 3 of 1962.

4.2 Where the agreement is inconsistent with the provisions of those Awards, the Agreement shall take precedent to the extent of any inconsistencies.

5.—SINGLE BARGAINING UNIT

In accordance with the requirements of the State Wage Decision of January 1992 (72 WAIG 191) the employees of King Edward Memorial and Princess Margaret Hospitals have formed a single bargaining unit with respect to employees within the Physical Resources Department engaged by the Hospitals.

6.—AIMS AND OBJECTIVES OF THIS AGREEMENT

To provide a framework on which the Hospitals and the employees can build an ongoing relationship which—

- 6.1 Is written in clear, concise terms so that all parties can readily comprehend the agreement.
- 6.2 Facilitates the continuous improvements to its system of work to the benefit of customers, employees and the Hospitals.
- 6.3 Promotes job satisfaction by enabling employees to gain and utilise a broader range of skills and access to relevant and applicable training programmes.
- 6.4 Achieves improved communication and genuine consultation in the workplace.
- 6.5 Promotes job security through improving the overall competitiveness and efficiency of the Physical Resources Department and providing quality services.

7.—DISPUTE SETTLEMENT PROCEDURE

7.1 The parties agree that no bans, stoppages or limitations will be imposed prior to, or during the time this procedure is being followed.

7.2 Where a dispute, difficulty or question arises, the employee, or group of employees concerned shall—

- (i) Discuss the matter with the immediate supervisor. If the matter cannot be resolved at this level the supervisor shall, within 48 hours, refer the matter to a more senior officer nominated by the Hospitals and the employee(s) shall be notified accordingly.
- (ii) The senior officer shall, if able, answer the matter raised within five days of it being referred and if the senior officer is not so able, refer the matter his/her superior for attention, and the employee(s) shall be advised accordingly.
- (iii) (1) If the matter has been referred in accordance with paragraph (ii) above the employee(s) or the shop steward shall notify the union secretary or nominee, to enable the opportunity of discussing the matter with the Hospitals.
(2) The Hospitals shall, as soon as practicable after considering the matter before it, advise the employee(s) or where necessary the union(s) of its decision. Provided that such advice shall be given within 21 days of the matter being referred to the employer.
- (iv) Should the matter remain in dispute after the above processes have been exhausted either party may refer the matter to Western Australian Industrial Relations Commission.
- (v) Nothing in this procedure shall preclude the parties reaching agreement to shorten or extend the period specified in paragraph 7.2 (i) or (ii) or subparagraph (iii) (2).

Disciplinary Procedure

7.3 Except at time of authorised industrial dispute and except for a matter directly in association with that dispute, where the employer seeks to discipline the employee, or terminate an employee, the following steps shall be observed—

- (i) In the event that an employee commits a misdemeanour, the employee's immediate supervisor or any other officer so authorised, may exercise the employers right to reprimand the employee so the employee understands the nature and implications of his/her conduct.

(ii) The first reprimand should be verbal. If any further reprimands are given they shall take the form of warnings and, if given verbally, shall be confirmed with the employee in writing as soon as practicable after the giving of the reprimand.

(iii) Should it be necessary, for any reason, to give an employee a written warning three times (and not necessarily for a similar misdemeanour) in a period not exceeding twelve months continuous service, the contract of service may, upon the giving of the third warning, be terminable.

(iv) The above procedure is meant to preserve the rights of the individual employee, but it shall not, in any way, limit the right of the employer to summarily dismiss an employee for misconduct.

8.—KEY PERFORMANCE INDICATORS

The parties have agreed to performance indicators designed to reflect real and demonstrable improvements in efficiency and flexibility, to be identified as clear, simple key performance indicators (KPIs).

KPIs will be developed by the Consultative Committee (Refer clause 12.3) that allow improvements to be identified and measured, so that benefits can be translated back to the employees and employer. They are measurements of improvement and change. Initial levels of the indicators will need to be set and agreed as benchmarks, and future movements will be compared to that initial data.

The KPIs will be designed so that data collection and reporting will not be an onerous task for either party. Data collection and measurement will be designed to be regular and on-going. KPIs will be recalculated and updated at frequency to be determined, and benefits will flow on at a similar frequency.

KPIs may include (as examples) but not be limited to—

Percentage work completed within category times;

Average cost per task

Percentage tasks that are call backs

Workshop supervision time by trades staff as a percentage of total time

Customer quality survey

It is recognised that various strategies will need to be employed in order to achieve real gains that will be reflected in the KPIs. Strategies may include—

use of mobile work benches

stores access

wider use of pagers

improved time keeping system

waste reduction

9.—INITIATIVES

The following initiatives to increase workplace flexibility and improve provision of service have been agreed between the parties.

9.1 Coverage from 0600 to 1800 hours Monday to Friday.

The parties agree that if there is a requirement for work outside the normal working hours (0730 to 1630 hours is a normal day), that such work will be undertaken within the hours of 0600 to 1800 hours by use of varied start / finish times at normal rates. A normal day of eight and one half hours will be worked where possible.

Work in excess of eight and one half hours within any one day, or work outside the 0600 to 1800 hours spread, will be paid at penalty rates.

9.2 Abolition of Afternoon Tea Break

The employees shall cease the practice of leaving their current workplace for afternoon tea at a communal point in the afternoon. The employer will ensure that there are adequate facilities (eg water fountains) around the hospital for purposes of obtaining a drink without the cessation of work at the worksite. It is the break from work and meeting at a communal point that are eliminated.

The time in lieu of the afternoon tea break (ten minutes) shall be taken at the end of each working day or in an alternative arrangement as agreed by the parties.

9.3 Flexibility of Taking Morning Tea and Lunch

The employees agree that the times allocated for morning tea and lunch shall not be so rigid as to interrupt a job that is near completion or a job which needs to be completed urgently.

When such situations arise, the employee will take the break at the earliest possible convenience. The employees will be responsible for managing their own time in this regard, and no penalty will apply if 5 hours is exceeded without a break.

9.4 Mobility Between Sites (KEMH and PMH)

The employees recognise that there are two sites to the hospital. Whilst they will be designated principally at one site, they may be requested to work at the other site on not less than 12 hours notice. As much notice as possible shall be given, and compliance with the request shall be provided wherever possible.

Off-street parking will be provided at either site at the normal rate.

If the period of work at the other site is for less than one full day, return transport by way of taxi or shuttle will be provided. If the employee uses his/her own vehicle because of lack of taxi or shuttle, and only on management prior approval, the award rate of mileage allowance will apply.

If the period of work at the other site is for a period of one full day or more, the employee will start and finish at that site with no penalty.

9.5 Annualised Salaries

The parties have agreed to a formula for the annualisation of wages comprised of the following major items—

- base wages
- permanent allowances
- annual leave loading

The schedule of annualised salaries is contained in Appendix 2.

It is agreed that the parties will continue to monitor the appropriateness of the amounts allocated for allowances.

9.6 Engineering Works Management System (EWMS)

It is agreed that the employees will recognise and work with the new EWMS known as En Garde. There will be a period of training for all appropriate employees. There will also be a period of mix between the old and new systems, and some trial of procedures and outcomes.

The system will be operated as per the work practices developed for each site. These are known as the “En Garde Work Practices at Princess Margaret Hospital” and “En Garde Work Practices at King Edward Memorial Hospital” and are available from the Physical Resources Department Office at each site.

The changes necessary for the operation of the new EWMS will be embraced and undertaken by all concerned in an efficient and co-operative manner. These will be—

- acquisition of some skills by some persons for purposes of entering and retrieving data.
- normal operation by some persons of entering and retrieving data
- work practice changes as detailed in the above referred work practice documents.
- normal use of the new job cards and timesheets

9.7 Plan For Success

The employer and employees to embrace the King Edward Memorial and Princess Margaret Hospitals Plan For Success as outlined in Appendix 1.

10.—WAGES

10.1 All employees covered by this enterprise Agreement shall be paid wages in accordance with the Award applicable to the employee at the time this Agreement is ratified. Any wage increases in the relevant Awards from the date of ratification of the Agreement will not apply to the employees covered by the Agreement.

10.2 The wage rate payable pursuant to the applicable Award shall be increased by 5% effective from the date of this Enterprise Agreement being registered with the Western Australian Industrial Relations Commission. Such increase shall be applicable for the term of the Agreement.

10.3 The wage increases outlined in this clause 10 shall be in addition to the first, second and third arbitrated safety net adjustments available in accordance with the December 1994 State Wage Case Decision of the Western Australian Industrial Relations Commission.

10.4 A second increase shall be provided at a level of 5% as a result of measured improvements via the KPI's. Any increases or improvements identified in excess of 5% shall not be implemented, but maybe carried forward to the next EBA. However, those initiatives in excess of 5% may be incorporated into this EBA by prior agreement between the parties prior to implementation.

The KPI's and benchmark data will be developed between 3 and 9 months from registration of this EBA with the WAIRC.

The first measurement of change in KPIs shall occur within one month of 6 months from the date of the signed agreement to the KPIs. The first wage rate increase as a consequence of the measured change shall occur within one month from the date of agreement as to the quantum of the measured change.

11.—COMMITMENTS

11.1. The Hospitals recognise that employee contribution is essential to improved performance and therefore accepts those commitments by employees to work towards agreed targets as sincere and in the overall best interest of increasing the productivity and efficiency for the collective benefit of the Hospitals and the Workshop employees.

11.2 The parties are committed to the continued negotiation and development of a comprehensive Enterprise Bargaining Agreement addressing issues such as work practices, conditions of employment, the working environment and training strategies with the object of further improving efficiency and effectiveness and increasing job satisfaction.

11.3 The parties are committed to the agreed continuous quality improvement initiatives and productivity measurement monitoring programme.

11.4 The parties are committed to the ongoing “EQUIP” Accreditation process and all that it entails.

12.—CONSULTATIVE COMMITTEE

12.1 The parties are committed to the establishment of a Consultative Committee to oversee the implementation of this Agreement and to address any workforce changes that may arise during the term of the Agreement.

12.2. The Consultative Committee will ensure that the framework of this Enterprise Agreement is adhered to through the regular meeting of the Consultative Committee.

12.3 The Consultative Committee will oversee the implementation of measures that have been designed to improve the efficiency and productivity of the Physical Resources Department. The Consultative Committee will carry out actions required at clause 8 (Key Performance Indicators).

12.4 The Consultative Committee shall consist of representatives of employees and the employer. The employee representatives shall be elected by the employees of the Physical Resources Department Workshops.

13.—ABSENTEEISM

13.1 The parties agree that the Consultative Committee will develop a strategy aimed at reducing uncertified absenteeism.

13.2 The Committee will work co-operatively to develop and implement agreed measures to reduce absenteeism by—

- (i) examining reasons for absenteeism, including consideration of working environment, job design and impact of family responsibilities and other personal factors, and
- (ii) develop and implement agreed measures to reduce absenteeism.

13.3 The Committee will;

- (i) disseminate “best practice” approaches for reducing absenteeism.
- (ii) ensure all parties are informed of innovative approaches developed and implemented in other agencies.
- (iii) provide a forum for resolving any difficulties concerning absenteeism.

14.—TERMS OF AGREEMENT

14.1 This agreement shall take effect from the date of registration with the Western Australian Industrial Relations Commission and shall remain in force for a period of 18 months.

14.2 The parties will review the terms of this agreement no later than six months prior to its expiration.

15.—AGREEMENT NOT TO BE USED AS A PRECEDENT

It is a condition of this agreement that the parties will not seek to use the terms contained herein as an example or precedent for any other Enterprise Agreements whether they involve King Edward Memorial and Princess Margaret Hospitals or not.

16.—NO EXTRA CLAIMS

It is a condition of this Agreement that the parties will not seek any further claims with respect to wages and working conditions.

17.—RESERVED

The parties agree that should a general review of the classification system and/or structure across the Health Industry as a whole take place in relation to classifications and or classification structures under the Building Trades (Government) Award 1968 No 31A of 1966 and/or the Engineering Trades (Government) Award 1967 Award Nos 29, 30 and 31 of 1961 and 3 of 1962, reserve the right to enter into negotiations with a view toward incorporating such changes, insofar as they may apply to the Health Industry, within the body of this Agreement by consent.

18.—SIGNATORIES TO THIS AGREEMENT

(signed by G Goodier)
Chief Executive Officer

On behalf of the Metropolitan Health Service Board King Edward Memorial and Princess Margaret Hospitals

(signed by J McDonald) *common seal affixed*
Secretary

The Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia, Western Australian Branch

(signed by W Deakin) *common seal affixed*
Secretary

The Plumbers and Gas Fitters Employees Union of Australia, Western Australian Branch

(signed by K Young) *common seal affixed*
Secretary

The Western Australian Builders Labourers, Painters, Plasterers Union of Workers

(signed by J Ferguson) *common seal affixed*
Secretary

The Automotive Food Metal Engineering, Printing and Kindred Industries Union of Workers, Western Australian Branch

(signed by W Game) *common seal affixed*
Secretary

The Communication, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia—Engineering & Electrical Division—Western Australian Branch

APPENDIX 1

KING EDWARD MEMORIAL AND PRINCESS MARGARET HOSPITALS

PLAN FOR SUCCESS

Parties to this Agreement are committed to King Edward Memorial and Princess Margaret Hospitals' Plan for Success through our

VISION
TO PROVIDE THE BEST HEALTHCARE
FOR WOMEN AND CHILDREN
QUEST

to provide

QUALITY HEALTHCARE FOR WOMEN AND CHILDREN through UNDERSTANDING EXCELLENCE SERVICE and TEAMWORK VALUES

To provide a centre of excellence for women's and children's health by—

- DELIVERING A QUALITY HEALTH SERVICE
- MEETING THE HEALTH NEEDS OF OUR PATIENTS AND CLIENTS IN A SAFE, CARING AND CULTURALLY SENSITIVE WAY
- PROVIDING AN ACCESSIBLE, FLEXIBLE, SOCIALLY RESPONSIVE HEALTH SERVICE
- WORKING WITH PATIENTS AND THEIR FAMILIES FOR BETTER HEALTH
- PROVIDING LEADERSHIP IN EDUCATION AND TECHNOLOGY
- PROMOTING ETHICAL, RELEVANT RESEARCH
- ACKNOWLEDGING THE VALUE OF OUR STAFF AND VOLUNTEERS
- PROVIDING A SAFE, HEALTHY AND REWARDING WORK ENVIRONMENT
- BEING ENVIRONMENTALLY RESPONSIBLE
- USING RESOURCES EFFICIENTLY TO ACHIEVE THE BEST POSSIBLE HEALTH OUTCOMES.

OUR KEY PRIORITIES

Parties to this Agreement are committed to achieving the following—

KEY PRIORITY No. 1: OUR CUSTOMERS

Provide a standard of health care that meets our patients/clients expectations.

Be recognised as the quality healthcare organisation for women's and children's health.

Direct the focus of the organisation to reflect community needs and expectations.

KEY PRIORITY No. 2: OUR TEAM

Be recognised by our people as responsive to their needs.

Develop and promote the value of teamwork in the delivery of services.

Maintain and develop our skills.

Create a flexible and adaptive internal environment that promotes a learning organisation.

KEY PRIORITY No. 3: OUR BUSINESS

Monitor the changing needs of the community and of our patients/clients.

Develop, promote and evaluate our services in line with the needs of the community.

Promote research and education that advances women's and children's health.

KEY PRIORITY No. 4: RESOURCES

Establish processes for Resources allocation, including professional and consumer input, to support a fair distribution of Resources between sections.

Develop an organisational structure that supports devolved management and accountability.

APPENDIX 2

ALLOWANCES

CARPENTERS

| Allowance Claimed | Percentage Agreed |
|-------------------|-------------------|
| Insulation | 6 |
| Dust | 25 |
| Confined Space | 5 |
| Dirty Work | 3 |
| Detail Work | 20 |

| | | | |
|---|-------------------|---|-------------------|
| Allowance Claimed | Percentage Agreed | Allowance Claimed | Percentage Agreed |
| Toxic Substance | 13 | Toxic Substance | 40 |
| Asbestos | 2 | Asbestos | 1 |
| Second hand Timber | 2.5 | Roof Repairs | 2 |
| Roof Repairs | 2 | Construction (Current Disability Allowance) | 35 |
| Computing | 5 | | |
| Construction (Current Disability Allowance) | 50 | | |
| | | PAINTERS | |
| | | Allowance Claimed | Percentage Agreed |
| ELECTRICIANS | | Dirty Work | 5 |
| Allowance Claimed | Percentage Agreed | Spray (No Respirator) | 4 |
| Construction | 45 | Spray Booth | 1 |
| Height | 5 | Toxic Substance | 70 |
| Dirt | 5 | Construction (Current Disability Allowance) | 40 |
| Confined Space | 10 | | |
| Morgue | 2 | | |
| | | LABOURERS | |
| | | Allowance Claimed | Percentage Agreed |
| MECHANICAL FITTERS/FABRICATION FITTER | | Insulation | 1 |
| Allowance Claimed | Percentage Agreed | Dust | 5 |
| Construction | 25 | Confined Space | 5 |
| Dirt | 5 | Dirty Work | 5 |
| Confined Space | 10 | Asbestos | 1 |
| | | Cleaning Brickwork | 1 |
| | | Bitumen | 1 |
| PLUMBERS | | Sewer | 2 |
| Allowance Claimed | Percentage Agreed | Toxic Substance | 3 |
| Insulation | 1 | Construction (Current Disability Allowance) | 33 |
| Sanitary Plumbing/Morgue | 35 | | |

APPENDIX 3

ANNUALISED SALARIES

The Annualised Salary is based on the current rate plus the percentage rate of the allowances as described Appendix 2 of this Agreement, plus the 17.5% leave loading annualised, plus 5%.

ENGINEERING TRADES

BUILDING TRADES

| Level | Fitters | Electricians | Trades Assistants | Level | Carpenters | Plumbers | Painters | Labourers |
|--------------|---------|--------------|-------------------|---------------|------------|----------|----------|-----------|
| C14.1st year | | | 21,823 | | | | | |
| C14.2nd year | | | 22,111 | | | | | |
| C14.3rd year | | | 22,393 | | | | | |
| C13.1st year | | | 22,786 | | | | | |
| C13.2nd year | | | 23,074 | | | | | |
| C13.3rd year | | | 23,356 | | | | | |
| C12.1st year | | | 24,092 | BTW2.1st year | | | | 25,003 |
| C12.2nd year | | | 24,380 | BTW2.2nd year | | | | 25,290 |
| C12.3rd year | | | 24,662 | BTW2.3rd year | | | | 25,573 |
| C11.1st year | | | 25,299 | BTW3.1st year | | | | 25,857 |
| C11.2nd year | | | 25,586 | BTW3.2nd year | | | | 26,145 |
| C11.3rd year | | | 25,868 | BTW3.3rd year | | | | 26,427 |
| C10.1st year | 26,978 | 27,180 | | BTW4.1st year | 27,894 | 27,844 | 27,064 | |
| C10.2nd year | 27,265 | 27,468 | | BTW4.2nd year | 28,182 | 28,132 | 27,351 | |
| C10.3rd year | 27,547 | 27,750 | | BTW4.3rd year | 28,464 | 28,414 | 27,634 | |
| C9.1st year | 28,183 | 28,387 | | BTW5.1st year | 29,084 | 29,034 | 28,253 | |
| C9.2nd year | 28,471 | 28,674 | | BTW5.2nd year | 29,372 | 29,321 | 28,541 | |
| C9.3rd year | 28,753 | 28,957 | | BTW5.3rd year | 29,654 | 29,604 | 28,824 | |
| C8.1st year | 29,390 | 29,593 | | BTW6.1st year | 30,274 | 30,223 | 29,443 | |
| C8.2nd year | 29,677 | 29,881 | | BTW6.2nd year | 30,561 | 30,511 | 29,731 | |
| C8.3rd year | 29,930 | 30,162 | | BTW6.3rd year | 30,844 | 30,793 | 30,013 | |
| C7.1st year | 30,596 | 30,800 | | BTW7.1st year | 31,458 | 31,408 | 30,627 | |
| C7.2nd year | 30,884 | 31,087 | | BTW7.2nd year | 31,748 | 31,695 | 30,915 | |
| C7.3rd year | 31,166 | 31,370 | | BTW7.3rd year | 32,027 | 31,978 | 31,197 | |
| C6.1st year | 33,009 | 33,213 | | BTW8.1st year | 32,620 | 32,570 | 31,790 | |
| C6.2nd year | 33,297 | 33,500 | | BTW8.2nd year | 32,908 | 32,858 | 32,078 | |
| C6.3rd year | 33,579 | 33,782 | | BTW8.3rd year | 33,191 | 33,140 | 32,360 | |
| C5.1st year | 34,215 | 34,419 | | BTW9.1st year | 33,837 | 33,787 | 33,007 | |
| C5.2nd year | 34,503 | 34,707 | | BTW9.2nd year | 34,125 | 34,075 | 33,294 | |

P & P ITALIANO HOLDINGS INDUSTRIAL AGREEMENT.
No. AG 340 of 1997.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.
Industrial Relations Act 1979.

The Western Australian Builders' Labourers, Painters and Plasterers Union of Workers and the Construction, Mining, Energy, Timbryards, Sawmills and Woodworkers Union of Australia—Western Australian Branch

and

P & P Italiano Holdings Pty Ltd.
No. AG 340 of 1997.

P & P Italiano Holdings Industrial Agreement.
COMMISSIONER P. E. SCOTT.

10 February 1998.

Order.

HAVING heard Mr G Giffard on behalf of the Applicant and there being no appearance on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the P & P Italiano Holdings Industrial Agreement in the terms of the following schedule be registered on the 15th day of January 1998.

(Sgd.) P. E. SCOTT,
Commissioner.

[L.S.]

WAGE AGREEMENT
Schedule.

1.—TITLE

This Agreement will be known as the P & P Italiano Holdings Industrial Agreement.

2.—ARRANGEMENT

1. Title
 2. Arrangement
 3. Area and Parties Bound
 4. Application
 5. Duration
 6. Dispute Settlement Procedure
 7. Single Enterprise
 8. Relationship with Awards
 9. Enterprise Agreement
 10. Wage Increase
 11. Site Allowance
 12. Industry Standards
 13. Clothing and Footwear
 14. Training Allowance, Training Leave, Recognition of Prior Learning
 15. Seniority
 16. Sick Leave
 17. Pyramid Sub-Contracting
 18. Fares and Travelling
 19. Drug and Alcohol, Safety and Rehabilitation Program
 20. No Extra Claims
- Appendix A—Wage Rates
Appendix B—Drug and Alcohol, Safety and Rehabilitation Program
Appendix C—Site Allowance

3.—AREA AND PARTIES BOUND

This is an Agreement between The Western Australian Builder's Labourers, Painters, & Plasterers Union of Workers and the Construction, Mining, Energy, Timbryards, Sawmills and Woodworkers Union of Australia—Western Australian Branch (hereinafter referred to as the "Unions") and P & P Italiano Holdings Pty Ltd (hereinafter referred to as the "Company") in the State of Western Australia.

4.—APPLICATION

This Agreement shall be binding upon the Company, the Union, its officers and members, and any person eligible to be

a member of the Unions employed by the Company on work covered by the terms of the Building Trades (Construction) Award 1987, No. 14 of 1978 (the "Award"). There are approximately 5 employees covered by this agreement.

5.—DURATION

This Agreement shall commence from the first pay period on or after the date of signing and shall continue in effect until 31 October 1999.

The parties agree to commence discussion on the terms and conditions of any future agreement three calendar months prior to the expiration of this Agreement.

6.—DISPUTE SETTLEMENT PROCEDURE

In relation to any questions, disputes or difficulties arising out of the operation of this Agreement the dispute settlement procedure that shall apply shall be in the same terms as that outlined in Clause 46 Settlement of Disputes of the Award.

7.—SINGLE ENTERPRISE

It is agreed that this Agreement applies in respect of a single enterprise as defined in Clause 41A(2) of the WA Industrial Relations Act 1979, as amended (the "Act").

8.—RELATIONSHIP WITH AWARDS

This Agreement shall be read wholly in conjunction with the Award. Where this Agreement is silent on rates of pay and other matters pertaining to the employment relationship, the Award shall apply. Where there is conflict between the rates of pay, conditions, allowances and other matters in this Agreement and the Awards the higher rate shall apply.

9.—ENTERPRISE AGREEMENT

It is agreed that in the event of the Unions and the Company agreeing on the terms of a comprehensive enterprise agreement, this Agreement may be terminated in accordance with the requirements of the Act.

10.—WAGE INCREASE

This Agreement provides for increases in the hourly rate and allowances resulting in the wage rates in the Appendix A—Wage Rates.

11.—SITE ALLOWANCE

This Agreement provides for site allowances as per Appendix C—Site Allowance.

12.—INDUSTRY STANDARDS

1. Redundancy

It is a term of this Agreement that the Company will immediately increase its payments to \$45 per week per employee into the Western Australian Construction Industry Redundancy Fund and then will increase this to \$50 per week per employee on 1 August 1998.

2. Superannuation

The Company will immediately increase its level of payment into the Construction + Building Unions Superannuation Scheme to \$60 per week per employee.

3. Apprentice Rates

The Company agrees to maintain a ratio of no more than four tradespeople to one apprentice employed.

13.—CLOTHING AND FOOTWEAR

1. The following items will be supplied to each employee by the Company, upon the completion of five working days.

- (a) 1 pair safety boots, and will be replaced on a fair wear and tear basis.
- (b) 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- (c) 1 bluey jacket for each employee employed during the period 1 April to 31 October. (One issued per year)

2. The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

14.—TRAINING ALLOWANCE, TRAINING LEAVE, RECOGNITION OF PRIOR LEARNING

1. A training allowance of \$12.00 per week per worker shall be paid by the employer to the Union Education and Training Fund.

2. Subject to all qualifications in this clause, an employee shall, upon application in writing to and with approval of the employer, be granted leave with pay each calendar year pro-rata to attend courses conducted or approved by the NBCITC. The employers approval shall not be unreasonably withheld.

The application for leave shall be given to the employer at least two weeks in advance of the date of commencement of the course.

The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave where an employee is otherwise entitled.

An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than—

- course fees
- course books and materials
- payment of ordinary time earnings for such absence.

For the purpose of this clause ordinary time earnings shall be defined as the agreement classification rate.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

3. The employer will actively encourage employees to seek formal recognition of their skills (recognition of prior learning), and will allow leave as per (2) above for such purposes including but not limited to securing Tradesmen's Rights Certificates.

15.—SENIORITY

1. The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

2. When applying the "first on last off" principle it is agreed subject to the caveat of "all things being equal", it is intended to apply on a state basis rather than a site by site basis.

3. It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 6—Dispute Settlement Procedure.

4. An employee who has been retrenched by the Company shall have absolute preference and priority for re-employment/re-engagement by the Company. Where an employee is re-engaged within a period of six months the employee shall maintain continuity of service and all accrued entitlements with the Company.

16.—SICK LEAVE

For sick leave accrued after the date of signing this agreement the following will apply—

- (a) The Company's employees shall have the option of converting 100% of accrued sick leave entitlement to a cash payment on termination.
- (b) If an employee who has been terminated by the Company without exercising the above option is re-engaged within a period of six months, the unpaid balance of sick leave shall continue from the date of re-engagement.

17.—PYRAMID SUB-CONTRACTING

1. "Pyramid Sub-Contracting" is defined as the practice of a sub-contractor, to whom a sub-contract is originally awarded, sub-letting that contract or part thereof to another sub-contractor.

2. Provided that where a sub-contractor does not have the technical capacity to handle a specialist section of the contract and intends to engage a specialist sub-contractor to perform that work, that section may be re-let to a specialist sub-contractor.

3. Further provided that when a sub-contract is let for labour and material, a labour-only sub-contract may be let by the sub-contractor, but it is unacceptable as a principle for further labour-only sub-contracts to be re-let.

4. A bona fide sub-contractor is generally an employer of labour, save for a machine owner operator.

5. Where a disagreement arises in relation to the definition or application of the term "Pyramid Sub-Contracting" the

parties shall discuss and determine the issue in accordance with the agreement dispute resolution procedure. In any event of a disagreement, the matter shall be negotiated further between the parties or referred to the Western Australian Industrial Relations Commission. Whilst these procedures are undertaken no industrial action shall occur.

18.—FARES AND TRAVELLING

In addition to Clause 12A of the award a travel payment shall be made in the form of a daily payment (on days worked) of \$6.15 per day per employee.

19.—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

The parties are committed to the Drug and Alcohol, Safety and Rehabilitation program as outlined in Appendix B—Drug and Alcohol, Safety and Rehabilitation Program.

20.—NO EXTRA CLAIMS

The Union will make no further claims on the Company over conditions set out in this Agreement for the life of the Agreement. However the Union reserves the right to raise the unforeseen matters. The Company agrees to insure the employees for sickness and accident cover. The terms of the policy will be agreed between the Company and the Union.

Signed for and on behalf of—

The Unions: **BLPPU**

Signed **Common Seal**

Date: 6/11/97

Signed

WITNESS

CMETU

Signed **Common Seal**

Date: 6/11/97

Signed

WITNESS

The Company:

Common Seal

Signed

Date: 9/11/97

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PRINT NAME

Signed

WITNESS

APPENDIX A—WAGE RATES

| | Date of Signing | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|-----------------------|-----------------|-----------------|---------------|-----------------|---------------|
| | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ | \$ | \$ |
| Labourer Group 1 | 15.56 | 16.01 | 16.47 | 16.92 | 17.15 |
| Labourer Group 2 | 15.03 | 15.47 | 15.90 | 16.34 | 16.56 |
| Labourer Group 3 | 14.63 | 15.05 | 15.48 | 15.90 | 16.12 |
| Plaster, Fixer | 16.17 | 16.64 | 17.11 | 17.58 | 17.82 |
| Painter, Glazier | 15.81 | 16.27 | 16.73 | 17.19 | 17.42 |
| Signwriter | 16.15 | 16.62 | 17.09 | 17.56 | 17.80 |
| Carpenter | 16.27 | 16.75 | 17.22 | 17.70 | 17.93 |
| Bricklayer | 16.11 | 16.58 | 17.05 | 17.52 | 17.75 |
| Refractory Bricklayer | 18.50 | 19.04 | 19.58 | 20.12 | 20.38 |
| Stonemason | 16.27 | 16.75 | 17.22 | 17.70 | 17.93 |
| Roofiler | 15.99 | 16.45 | 16.92 | 17.38 | 17.62 |
| Marker/Setter Out | 16.75 | 17.24 | 17.72 | 18.21 | 18.46 |
| Special Class T | 16.96 | 17.46 | 17.95 | 18.45 | 18.69 |

APPRENTICE RATES

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| Plasterer, Fixer | | | | | |
| Yr 1 | 6.79 | 6.99 | 7.18 | 7.38 | 7.48 |
| Yr 2 (1/3) | 8.90 | 9.16 | 9.42 | 9.68 | 9.81 |
| Yr 3 (2/3) | 12.13 | 12.49 | 12.84 | 13.19 | 13.37 |
| Yr 4 (3/3) | 14.23 | 14.65 | 15.06 | 15.48 | 15.69 |
| Painter, Glazier | | | | | |
| Yr 1 (.5/3.5) | 6.64 | 6.84 | 7.03 | 7.22 | 7.32 |
| Yr 2 (1/3), (1.5/3.5) | 8.70 | 8.95 | 9.20 | 9.45 | 9.58 |
| Yr 3 (2/3), (2.5/3.5) | 11.86 | 12.20 | 12.55 | 12.89 | 13.06 |
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| 6 months | 9.12 | 9.38 | 9.65 | 9.91 | 10.04 |
| 2nd 6 months | 10.02 | 10.31 | 10.61 | 10.90 | 11.04 |
| Yr 2 | 11.71 | 12.05 | 12.39 | 12.73 | 12.90 |
| Yr 3 | 13.74 | 14.14 | 14.54 | 14.94 | 15.14 |

APPENDIX B—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

1. PRINCIPLE

People dangerously affected by alcohol, and/or drugs are a safety hazard to themselves and all other persons in the workplace.

2. FOCUS

- Site safety and the involvement of the site safety committee
- Peer intervention and support
- Rehabilitation

3. WORKPLACE POLICY

a) A person who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.

b) The decision on a person's ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/employer representatives.

c) There will be no payment of lost time to a person unable to work in a safe manner.

d) If this happens 3 times the worker shall be given a written warning and made aware of the availability of treatment/counselling. If the worker refuses help he/she may be transferred/dismissed the next time he/she is dangerously affected.

e) For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.

f) A worker having problems with alcohol and or other drugs—

- Will not be sacked if he/she is willing to get help.
- Must undertake and continue with the recommended treatment to maintain the protection of this program.
- Will be entitled to sick leave or leave without pay while attending treatment.

4. IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will—

- Clearly state its endorsement of the BTG Drug and Alcohol program and comply with it.
- Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Program to address a meeting of employees to discuss and endorse the program.
- Authorise the attendance of appropriate company personnel eg. Safety delegate/officer, safety committee members, union delegate, consultative committee members(s) at the two hour BTG Drug and Safety in the Workplace training course.

APPENDIX C—SITE ALLOWANCE

1. This agreement is between the parties to this agreement and shall apply to construction work undertaken by principal contractors who are engaged in the commercial/industrial sector of the building industry in the state of Western Australia within a 50km radius of the Perth General Post Office.

2. This agreement provides for a site allowance to be paid to employees engaged on particular building projects, and for such site allowance to be paid in addition to the wage rates and allowances prescribed by the award as well as any industrial or certified agreements made in conjunction with the award which does not prescribe a site allowance.

3. The site allowance payable under this agreement is to be paid at a flat rate per hour for all hours worked to compensate for all special factors/disabilities on the project and in lieu of all award special rates, with the exception of rates relating to the lifting of heavy blocks, cleaning down brickwork and the use of explosive powered tools which will be payable to an employee when he/she encounters that particular disability.

4. Site Allowance Formula

At the commencement of a project the particular site allowance to apply shall be determined in accordance with the following formula—

4.1 Projects Located Within Perth C.B.D. (as defined)

New Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.80 |
| Above \$2.1m to \$4.4m | \$2.15 |
| Over \$4.4m | \$2.75 |

Renovations, Restorations and/or Refurbishment Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.60 |
| Above \$2.1m to \$4.4m | \$1.80 |
| Over \$4.4m | \$2.35 |

4.2 Projects Located Within West Perth (as defined)

New Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.60 |
| Above \$2.1m to \$4.4m | \$1.80 |
| Over \$4.4m | \$2.35 |

Renovations, Restorations and/or Refurbishment Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.50 |
| Above \$2.1m to \$4.4m | \$1.70 |
| Over \$4.4m | \$1.95 |

The site allowance on projects which are a combination of new and renovation work shall be governed by the majority of work involved. For example, where the majority of work is new work, then the site allowance appropriate to new work shall be paid for all employees on the project.

4.3 Projects within 50 km radius of Perth G.P.O. but not including the C.B.D. or West Perth (as defined)

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$1m | NIL |
| Above \$1m to \$2.1m | \$1.20 |
| Above \$2.1m to \$5.8m | \$1.50 |
| Above \$5.8m to \$11.6m | \$1.75 |
| Above \$11.6m to \$23.6m | \$1.95 |
| Above \$23.6m to \$58.6m | \$2.25 |
| Over \$58.6m | \$2.45 |

“C.B.D.”—Central Business District shall mean the area bounded by the Swan River South, Swan River East to Nile Street running into Wittenoom Street, Hill Street to Royal Street, Royal Street to Lord Street, Lord Street to Newcastle Street, along Newcastle Street to the Freeway, the Freeway South to the Perth Fremantle railway line, along the

Perth-Fremantle railway line to Dyer Street, Dyer Street through to Havelock Street, Havelock Street to Kings Park Road, Kings Park Road to Fraser Avenue, Fraser Avenue projected through to the Swan River.

“West Perth”—shall mean the area contained within the boundaries formed by Thomas Street, Kings Park Road, Havelock Street, Dyer Street and the Perth-Fremantle railway line back to Thomas Street.

Boundary roads: If a road borders between two regions in which site allowances are to be paid as per this agreement, the parties confirm that one side of such a boundary road will be deemed to fall in one region and the other side of the boundary road will be deemed to fall in the other region. For example, the eastern side of Havelock Street will be in the “CBD” and the western side of Havelock Street shall be in “West Perth”.

“Project Contractual Value”—shall be deemed to mean the value of all tendered work which falls under the scope of the principal contractor’s contract.

5. The site/project allowance and project contractual value detailed in this agreement shall be adjusted on 1 October each year by the total C.P.I. movements for Perth during the preceding four quarters ending 30 June and accordingly, the site allowance amounts shall be adjusted up or down to the nearest five cents.

6. Project contractual values shall be subject to review at any renewal of this agreement, but in any event shall not be adjusted by a percentage less than the total CPI movements for Perth during the preceding four quarters ending 30 June. Such adjustment being to the nearest \$10,000.

7. The agreed site allowance once set pursuant to this agreement shall be recorded in a site agreement to which the applicable principal contractor and the Union will be signatories. The level of allowance once nominated at the commencement of the project will continue without change until completion of the project.

8. It is acknowledged that on certain projects a site agreement may be entered into between the principal contractor and the building trades group of unions for that project that may include matters regularly addressed within the industry, such as, but not limited to, the following—

- Disputes Procedures
- Occupational Health and Safety Procedures
- Demarcation Procedures
- First Aid Provisions and On-Site Amenities

and the unions will not unreasonably refuse to continue to discuss such matters if raised by the principal contractor.

9. This agreement does not apply to resource development projects or civil and engineering projects.

10. Where a dispute arises as to the application of the terms of this agreement, if the issue cannot be resolved in discussions between the parties, it is agreed that the matter will be referred to the appropriate industrial tribunal for resolution without recourse to industrial action.

11. It is a term of this agreement that all site allowance agreements entered into prior to this date will be honoured by all parties and will continue to apply for the life of the particular project.

12. Where because of a condition of contract the principal contractor is required not to allow for a site allowance, before final application of this agreement, discussions will be held between the parties with a view to resolving any problems that may arise as a result of this situation.

13. This agreement shall only apply to building contracts entered into on or after 1 October, 1995.

PORTVILLA INDUSTRIAL AGREEMENT. No. AG 342 of 1997.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Western Australian Builders’ Labourers, Painters and Plasterers Union of Workers and the Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch

and

Portvilla Pty Ltd.

No. AG 342 of 1997.

Portvilla Industrial Agreement.

COMMISSIONER P E SCOTT.

10 February 1998.

Order:

HAVING heard Mr G Giffard on behalf of the Applicant and there being no appearance on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Portvilla Industrial Agreement in the terms of the following schedule be registered on the 15th day of January 1998.

(Sgd.) P.E. SCOTT,

Commissioner.

[L.S.]

WAGE AGREEMENT

Schedule.

1.—TITLE

This Agreement will be known as the Portvilla Industrial Agreement.

2.—ARRANGEMENT

1. Title
 2. Arrangement
 3. Area and Parties Bound
 4. Application
 5. Duration
 6. Dispute Settlement Procedure
 7. Single Enterprise
 8. Relationship with Awards
 9. Enterprise Agreement
 10. Wage Increase
 11. Site Allowance
 12. Industry Standards
 13. Clothing and Footwear
 14. Training Allowance, Training Leave, Recognition of Prior Learning
 15. Seniority
 16. Sick Leave
 17. Pyramid Sub-Contracting
 18. Fares and Travelling
 19. Drug and Alcohol, Safety and Rehabilitation Program
 20. No Extra Claims
- Appendix A—Wage Rates
Appendix B—Drug and Alcohol, Safety and Rehabilitation Program
Appendix C—Site Allowance

3.—AREA AND PARTIES BOUND

This is an Agreement between The Western Australian Builder’s Labourers, Painters, & Plasterers Union of Workers and the Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch (hereinafter referred to as the “Unions”) and Portvilla Pty Ltd (hereinafter referred to as the “Company”) in the State of Western Australia.

4.—APPLICATION

This Agreement shall be binding upon the Company, the Union, its officers and members, and any person eligible to be a member of the Unions employed by the Company on work covered by the terms of the Building Trades (Construction) Award 1987, No. 14 of 1978 (the "Award"). There are approximately 15 employees covered by this agreement.

5.—DURATION

This Agreement shall commence from the first pay period on or after the date of signing and shall continue in effect until 31 October 1999.

The parties agree to commence discussion on the terms and conditions of any future agreement three calendar months prior to the expiration of this Agreement.

6.—DISPUTE SETTLEMENT PROCEDURE

In relation to any questions, disputes or difficulties arising out of the operation of this Agreement the dispute settlement procedure that shall apply shall be in the same terms as that outlined in Clause 46 Settlement of Disputes of the Award.

7.—SINGLE ENTERPRISE

It is agreed that this Agreement applies in respect of a single enterprise as defined in Clause 41A(2) of the WA Industrial Relations Act 1979, as amended (the "Act").

8.—RELATIONSHIP WITH AWARDS

This Agreement shall be read wholly in conjunction with the Award. Where this Agreement is silent on rates of pay and other matters pertaining to the employment relationship, the Award shall apply. Where there is conflict between the rates of pay, conditions, allowances and other matters in this Agreement and the Awards the higher rate shall apply.

9.—ENTERPRISE AGREEMENT

It is agreed that in the event of the Unions and the Company agreeing on the terms of a comprehensive enterprise agreement, this Agreement may be terminated in accordance with the requirements of the Act.

10.—WAGE INCREASE

This Agreement provides for increases in the hourly rate and allowances resulting in the wage rates in the Appendix A—Wage Rates.

11.—SITE ALLOWANCE

This Agreement provides for site allowances as per Appendix C—Site Allowance.

12.—INDUSTRY STANDARDS

1. Redundancy

It is a term of this Agreement that the Company will immediately increase its payments to \$45 per week per employee into the Western Australian Construction Industry Redundancy Fund and then will increase this to \$50 per week per employee on 1 August 1998.

2. Superannuation

The Company will immediately increase its level of payment into the Construction + Building Unions Superannuation Scheme to \$60 per week per employee.

3. Apprentice Rates

The Company agrees to maintain a ratio of no more than four tradespeople to one apprentice employed.

13.—CLOTHING AND FOOTWEAR

1. The following items will be supplied to each employee by the Company, upon the completion of five working days.

- (a) 1 pair safety boots, and will be replaced on a fair wear and tear basis.
- (b) 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- (c) 1 bluey jacket for each employee employed during the period 1 April to 31 October. (One issued per year)

2. The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

14.—TRAINING ALLOWANCE, TRAINING LEAVE, RECOGNITION OF PRIOR LEARNING

1. A training allowance of \$12.00 per week per worker shall be paid by the employer to the Union Education and Training Fund.

2. Subject to all qualifications in this clause, an employee shall, upon application in writing to and with approval of the employer, be granted leave with pay each calendar year pro-rata to attend courses conducted or approved by the NBCITC. The employers approval shall not be unreasonably withheld.

The application for leave shall be given to the employer at least two weeks in advance of the date of commencement of the course.

The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave where an employee is otherwise entitled.

An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than—

- course fees
- course books and materials
- payment of ordinary time earnings for such absence.

For the purpose of this clause ordinary time earnings shall be defined as the agreement classification rate.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

3. The employer will actively encourage employees to seek formal recognition of their skills (recognition of prior learning), and will allow leave as per (2) above for such purposes including but not limited to securing Tradesmen's Rights Certificates.

15.—SENIORITY

1. The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

2. When applying the "first on last off" principle it is agreed subject to the caveat of "all things being equal", it is intended to apply on a state basis rather than a site by site basis.

3. It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 6—Dispute Settlement Procedure.

4. An employee who has been retrenched by the Company shall have absolute preference and priority for re-employment/re-engagement by the Company. Where an employee is re-engaged within a period of six months the employee shall maintain continuity of service and all accrued entitlements with the Company.

16.—SICK LEAVE

For sick leave accrued after the date of signing this agreement the following will apply—

- (a) The Company's employees shall have the option of converting 100% of accrued sick leave entitlement to a cash payment on termination.
- (b) If an employee who has been terminated by the Company without exercising the above option is re-engaged within a period of six months, the unpaid balance of sick leave shall continue from the date of re-engagement.

17.—PYRAMID SUB-CONTRACTING

1. "Pyramid Sub-Contracting" is defined as the practice of a sub-contractor, to whom a sub-contract is originally awarded, sub-letting that contract or part thereof to another sub-contractor.

2. Provided that where a sub-contractor does not have the technical capacity to handle a specialist section of the contract and intends to engage a specialist sub-contractor to perform that work, that section may be re-let to a specialist sub-contractor.

3. Further provided that when a sub-contract is let for labour and material, a labour-only sub-contract may be let by the

sub-contractor, but it is unacceptable as a principle for further labour-only sub-contracts to be re-let.

4. A bona fide sub-contractor is generally an employer of labour, save for a machine owner operator.

5. Where a disagreement arises in relation to the definition or application of the term "Pyramid Sub-Contracting" the parties shall discuss and determine the issue in accordance with the agreement dispute resolution procedure. In any event of a disagreement, the matter shall be negotiated further between the parties or referred to the Western Australian Industrial Relations Commission. Whilst these procedures are undertaken no industrial action shall occur.

18.—FARES AND TRAVELLING

In addition to Clause 12A of the award a travel payment shall be made in the form of a daily payment (on days worked) of \$6.15 per day per employee.

19.—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

The parties are committed to the Drug and Alcohol, Safety and Rehabilitation program as outlined in Appendix B—Drug and Alcohol, Safety and Rehabilitation Program.

20.—NO EXTRA CLAIMS

The Union will make no further claims on the Company over conditions set out in this Agreement for the life of the Agreement. However the Union reserves the right to raise the unforeseen matters. The Company agrees to insure the employees for sickness and accident cover. The terms of the policy will be agreed between the Company and the Union.

Signed for and on behalf of—

The Unions: **BLPPU** Signed Common Seal
Date: 6/10/97

Signed
WITNESS

CMETU Signed Common Seal
Date: 6/10/97

Signed
WITNESS

The Company: **Common Seal** Signed Signed
Date: 2/10/97

Peter Langley Kevin Stilling
PRINT NAME

Signed
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- Rehabilitation

3. WORKPLACE POLICY

- A person who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.
- The decision on a persons ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/employer representatives.
- There will be no payment of lost time to a person unable to work in a safe manner.
- If this happens 3 times the worker shall be given a written warning and made aware of the availability of treatment/counselling. If the worker refuses help he/she may be transferred/dismissed the next time he/she is dangerously affected.
- For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.
- A worker having problems with alcohol and or other drugs—
 - Will not be sacked if he/she is willing to get help.
 - Must undertake and continue with the recommended treatment to maintain the protection of this program.
 - Will be entitled to sick leave or leave without pay while attending treatment.

4. IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will—

- Clearly state its endorsement of the BTG Drug and Alcohol program and comply with it.
- Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Program to address a meeting of employees to discuss and endorse the program.

- c) Authorise the attendance of appropriate company personnel eg. Safety delegate/officer, safety committee members, union delegate, consultative committee members(s) at the two hour BTG Drug and Safety in the Workplace training course.

APPENDIX C—SITE ALLOWANCE

1. This agreement is between the parties to this agreement and shall apply to construction work undertaken by principal contractors who are engaged in the commercial/industrial sector of the building industry in the state of Western Australia within a 50km radius of the Perth General Post Office.

2. This agreement provides for a site allowance to be paid to employees engaged on particular building projects, and for such site allowance to be paid in addition to the wage rates and allowances prescribed by the award as well as any industrial or certified agreements made in conjunction with the award which does not prescribe a site allowance.

3. The site allowance payable under this agreement is to be paid at a flat rate per hour for all hours worked to compensate for all special factors/disabilities on the project and in lieu of all award special rates, with the exception of rates relating to the lifting of heavy blocks, cleaning down brickwork and the use of explosive powered tools which will be payable to an employee when he/she encounters that particular disability.

4. Site Allowance Formula

At the commencement of a project the particular site allowance to apply shall be determined in accordance with the following formula—

4.1 Projects Located Within Perth C.B.D. (as defined)

New Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.80 |
| Above \$2.1m to \$4.4m | \$2.15 |
| Over \$4.4m | \$2.75 |

Renovations, Restorations and/or Refurbishment Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.60 |
| Above \$2.1m to \$4.4m | \$1.80 |
| Over \$4.4m | \$2.35 |

4.2 Projects Located Within West Perth (as defined)

New Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.60 |
| Above \$2.1m to \$4.4m | \$1.80 |
| Over \$4.4m | \$2.35 |

Renovations, Restorations and/or Refurbishment Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.50 |
| Above \$2.1m to \$4.4m | \$1.70 |
| Over \$4.4m | \$1.95 |

The site allowance on projects which are a combination of new and renovation work shall be governed by the majority of work involved. For example, where the majority of work is new work, then the site allowance appropriate to new work shall be paid for all employees on the project.

4.3 Projects within 50 km radius of Perth G.P.O. but not including the C.B.D. or West Perth (as defined)

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$1m | NIL |
| Above \$1m to \$2.1m | \$1.20 |
| Above \$2.1m to \$5.8m | \$1.50 |
| Above \$5.8m to \$11.6m | \$1.75 |
| Above \$11.6m to \$23.6m | \$1.95 |
| Above \$23.6m to \$58.6m | \$2.25 |
| Over \$58.6m | \$2.45 |

“C.B.D.”—Central Business District shall mean the area bounded by the Swan River South, Swan River East to Nile Street running into Wittenoom Street, Hill Street to

Royal Street, Royal Street to Lord Street, Lord Street to Newcastle Street, along Newcastle Street to the Freeway, the Freeway South to the Perth Fremantle railway line, along the Perth-Fremantle railway line to Dyer Street, Dyer Street through to Havelock Street, Havelock Street to Kings Park Road, Kings Park Road to Fraser Avenue, Fraser Avenue projected through to the Swan River.

“West Perth”—shall mean the area contained within the boundaries formed by Thomas Street, Kings Park Road, Havelock Street, Dyer Street and the Perth-Fremantle railway line back to Thomas Street.

Boundary roads: If a road borders between two regions in which site allowances are to be paid as per this agreement, the parties confirm that one side of such a boundary road will be deemed to fall in one region and the other side of the boundary road will be deemed to fall in the other region. For example, the eastern side of Havelock Street will be in the “CBD” and the western side of Havelock Street shall be in “West Perth”.

“Project Contractual Value”—shall be deemed to mean the value of all tendered work which falls under the scope of the principal contractor’s contract.

5. The site/project allowance and project contractual value detailed in this agreement shall be adjusted on 1 October each year by the total C.P.I. movements for Perth during the preceding four quarters ending 30 June and accordingly, the site allowance amounts shall be adjusted up or down to the nearest five cents.

6. Project contractual values shall be subject to review at any renewal of this agreement, but in any event shall not be adjusted by a percentage less than the total CPI movements for Perth during the preceding four quarters ending 30 June. Such adjustment being to the nearest \$10,000.

7. The agreed site allowance once set pursuant to this agreement shall be recorded in a site agreement to which the applicable principal contractor and the Union will be signatories. The level of allowance once nominated at the commencement of the project will continue without change until completion of the project.

8. It is acknowledged that on certain projects a site agreement may be entered into between the principal contractor and the building trades group of unions for that project that may include matters regularly addressed within the industry, such as, but not limited to, the following—

- Disputes Procedures
- Occupational Health and Safety Procedures
- Demarcation Procedures
- First Aid Provisions and On-Site Amenities

and the unions will not unreasonably refuse to continue to discuss such matters if raised by the principal contractor.

9. This agreement does not apply to resource development projects or civil and engineering projects.

10. Where a dispute arises as to the application of the terms of this agreement, if the issue cannot be resolved in discussions between the parties, it is agreed that the matter will be referred to the appropriate industrial tribunal for resolution without recourse to industrial action.

11. It is a term of this agreement that all site allowance agreements entered into prior to this date will be honoured by all parties and will continue to apply for the life of the particular project.

12. Where because of a condition of contract the principal contractor is required not to allow for a site allowance, before final application of this agreement, discussions will be held between the parties with a view to resolving any problems that may arise as a result of this situation.

13. This agreement shall only apply to building contracts entered into on or after 1 October, 1995.

**ST JOHN OF GOD HOSPITAL MURDOCH (HSOA)
CAREGIVER AGREEMENT 1997.
No. AG 377 of 1997.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

St John of God Hospital, Murdoch

and

Hospital Salaried Officers Association of Western Australia
(Union of Workers).

No. AG 377 of 1997.

18 February 1998.

Order.

**REGISTRATION OF AN INDUSTRIAL AGREEMENT
No. AG 377 OF 1997.**

HAVING heard Mr I. Oakley on behalf of the first named party and Ms A Kennedy on behalf of the second named party; and

WHEREAS an agreement has been presented to the Commission for registration as an Industrial Agreement; and

WHEREAS the Commission is satisfied that the aforementioned agreement complies with s.41A, s.49A and s.49B of the Industrial Relations Act, 1979;

NOW THEREFORE the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement titled the St John of God Hospital Murdoch (HSOA) Caregiver Agreement 1997, filed in the Commission on 22 December 1998 and as subsequently amended by the parties and lodged on 13 February 1998, signed by me for identification, be and is hereby registered as an Industrial Agreement.

(Sgd.) C.B. PARKS,

Commissioner.

[L.S.]

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1.—PARTIES

The parties to this Agreement shall be St John of God Hospital Murdoch (a division of the St John of God Health Care System Inc.) (“the hospital”) and the Hospital Salaried Officers’ Association of Western Australia (Union of Workers).

2.—AREA AND SCOPE

(1) This Agreement shall apply to all Caregivers eligible for membership of the Hospital Salaried Officers Association of Western Australia (Union of Workers) employed by the hospital throughout the State of Western Australia.

(2) Pursuant to s. 41(A)(1a) of the *Industrial Relations Act 1979* (WA), it is estimated that 102 Caregivers will be bound by this Agreement upon its registration.

3.—TERM

The term of this Agreement shall be 2 years as from the beginning of the first pay period commencing after the 1st day of July, 1997.

4.—REPLACEMENT

(1) This Agreement cancels and replaces the *St John of God Hospital Murdoch (HSOA) Caregiver Agreement 1995 AG 69* of 1996.

(2) This Agreement shall continue to operate until it is replaced by a new agreement.

(3) Provided that the parties may at any time agree to vary or cancel the Agreement in accordance with the provisions of the *Industrial Relations Act 1979*(WA).

5.—INTERPRETATION

(1) “Accrued Time Off” means paid time off accruing to a Caregiver resulting from an entitlement to the 38 hour week;

(2) “Banked Hours” means hours banked by a Caregiver as a result of the operation of annualised hours;

(3) “Caregiver” means an employee of the hospital;

(4) “casual” means a Caregiver engaged on an hourly basis with no guarantee of continual or additional employment. A casual shall not be continuously rostered for a period exceeding 4 weeks;

(5) “Clerical Classification Assessment System” means the system developed by the Hospital, its Caregivers and the Union for the purpose of equitably and objectively classifying and remunerating clerical positions;

(6) “Clerical Classification Review Panel” means a panel comprised of the Manager of Personnel Services, the Hospital Chief Executive Officer or his/her delegate and either a Caregivers Representative or Union Industrial Officer.

(7) “fixed term contract” refers to a contract of employment in which a Caregiver is engaged for a specific project either for the duration of that project or for a specific period of time. Nothing in this subclause shall restrict the right of the hospital or the Caregiver to terminate the engagement within the specified term in accordance with the provisions of this Agreement.

(8) “ordinary rate” means the rate of pay prescribed in Schedule A or B of this Agreement.

(9) “ordinary time earnings” means the ordinary rate and shift and weekend penalties.

(10) “part-time” refers to a permanent Caregiver with a guaranteed minimum number of hours (inclusive of holidays and

leave) who is regularly employed to work less hours than those prescribed for full time Caregivers;

(11) "public holiday" means New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Anzac Day, Foundation Day, Queen's Birthday, Christmas Day and Boxing Day.

(12) "salary packaging" means the substitution of goods and/or services valued at their cost, for ordinary salary payable under this Agreement.

(13) "temporary" means a Caregiver engaged for a specific period not exceeding 12 months.

(14) "union" means the Hospital Salaried Officers Association of Western Australia (Union of Workers).

(15) (a) Where the provisions of this Agreement provide they may be varied by agreement between the hospital and the Caregiver, that agreement shall not be deemed to have been reached unless freely entered into by both parties. Nor shall a Caregiver be disadvantaged in any way by withholding agreement.

(b) Where the hospital seeks such agreement each Caregiver shall be made aware of their rights, and given reasonable opportunity to contact and seek representation from a Union representative.

(c) Any problem arising from the operation of this Agreement may be referred to the Single Bargaining Unit which shall endeavour to resolve the problem in accordance with clause 44 hereof.

6.—WORKPLACE AGREEMENTS

The hospital agrees for the term of this Agreement to be bound by the provisions of this Agreement and as such commits not to enter into Workplace Agreements under the *Workplace Agreements Act 1993* with Caregivers who would otherwise fall within the scope of this Agreement.

7.—CLASSIFICATION AND DUTIES

(1) (a) The classification and reclassification of clerical positions for salary purposes shall be determined by the Clerical Classification Review Panel in accordance with the Clerical Classification System.

(b) Determinations of the Clerical Classification Review Panel may be appealed to the Hospital Management Committee.

(2) The classification of Caregivers not covered by the Clerical Classification System shall be determined by agreement between the hospital and the Caregiver.

(3) The Caregiver will be required to work in accordance with his/her job description and the hospital's policies and procedures. The hospital may direct the Caregiver to carry out such duties as are within the limits of the Caregiver's skill, competence or training provided that such duties are not designed to promote deskilling.

8.—SEPARATION

(1) Hospital Giving Notice

(a) The contract of service may be terminated by the hospital on any day by giving to the Caregiver the required period of notice in writing and the contract shall expire at the end of that period of notice.

(b) The required period of notice shall be—

| Caregiver's period of continuous service with the hospital | Period of notice |
|--|------------------|
| Not more than 3 years | 2 weeks |
| More than 3 years but not more than 5 years | 3 weeks |
| More than 5 years | 4 weeks |

The required period of notice is increased by one week if the Caregiver is over 45 years old and has completed at least 2 years continuous service with the hospital.

(c) Provided that the contract of service of a Caregiver engaged as a casual may be terminated by the hospital giving the Caregiver one hour's notice. Such notice need not be in writing.

(d) Payment in lieu of the required period of notice may be made by the hospital if the required notice is not given.

The hospital may terminate the contract of service by providing part of the required notice and payment in lieu of the balance.

(2) Caregiver Giving Notice

(a) The contract of service may be terminated on any day by the Caregiver giving to the hospital two weeks notice in writing and the contract shall expire at the end of that period of notice.

Where there is written agreement between the hospital and the Caregiver a longer period of notice up to and including four weeks may be required.

(b) Provided that the contract of service of a Caregiver engaged as a casual may be terminated by the Caregiver giving the hospital one hour's notice. Such notice need not be in writing.

(c) If a Caregiver fails to give the required notice or leaves during the notice period, the hospital may, at its discretion, deduct from any monies due to the Caregiver, an amount equal to ordinary time earnings for the period of notice not given.

(d) A Caregiver shall not be disadvantaged as a result of providing a longer period of notice than required by this clause.

(3) The Caregiver and the hospital may agree in writing upon a longer period of notice than prescribed in this clause.

(4) The required notice may be dispensed with by agreement in writing between the hospital and Caregiver.

(5) Nothing in this clause affects the hospital's right to dismiss a Caregiver without notice for serious misconduct which justifies instant dismissal.

Certificate of Service

(6) Where a Caregiver whose service terminates requests a certificate of service, a certificate signed by the hospital stating the name of the Caregiver, the period of service, whether the service was full time or part time and the classifications in this Agreement in which work has been carried out, shall be provided.

9.—PROBATION

The first three months of employment will be on a probationary basis during which time and notwithstanding the provision of Clause 8 hereof either party may terminate the contract by giving one weeks notice in writing (one hour in the case of casuals) or payment or forfeiture in lieu thereof.

The hospital shall provide the Caregiver with an appraisal of his or her performance during the probationary period.

10.—TIME NOT WORKED

The Caregiver shall not be entitled to payment for any period of unauthorised absence.

11.—RIGHT OF TRANSFER

The Caregiver shall be required to comply with any reasonable request to transfer to another suitable position or place of work.

12.—CONFIDENTIALITY

Information relating to the hospital, its customers or activities may not be released or divulged by the Caregiver to a third party other than in the proper performance of the Caregiver's obligations under this Agreement. This shall not prevent the Caregiver from seeking representation by an accredited official of his or her union.

13.—PART-TIME

(1) A part-time employee shall be guaranteed a minimum number of hours per week averaged over a 12 month period.

(2) (a) A Caregiver appointed part-time shall be remunerated at a weekly rate pro rata to the rate prescribed for the class of work on which he/she is engaged only in the proportion which his/her ordinary weekly hours averaged over the qualifying period, bears to 40.

(b) A Caregiver appointed part-time shall be allowed annual leave, sick leave, bereavement leave and study leave in the same manner as full time employees. Payment for such leave shall be in the same ratio as his/her ordinary weekly hours, averaged over the qualifying period, bears to 40.

(c) Provided that where a Caregiver appointed part-time is not in receipt of accrued time off the divisor shall be 38.

(3) A Caregiver appointed part-time may by agreement work additional hours at ordinary rates subject to the normal rostering parameters of a full time Caregiver and the provisions of this clause.

Annualised Hours

(4) A Caregiver appointed part-time who works additional hours shall, subject to the provisions of subclause (6), bank those additional hours.

(5) Once a Caregiver appointed part-time banks 8 hours in accordance with subclause (4), he/she shall elect whether to—

- (a) be paid out in each fortnightly pay period for any additional hours in excess of the 8 banked hours; or
- (b) continue to bank additional hours.

The Caregiver must advise the hospital whether he/she wishes to be paid out, or to bank, the additional hours prior to completing the shift.

(6) Where a Caregiver appointed part-time is in debit as a result of the operation of annualised hours, he/she shall not accrue banked hours until the debit is cleared.

14.—CASUAL

(1) A casual shall be paid 1/40th of the total rate prescribed in Clause 23 of this Agreement, for each hour worked, plus 25% additional loading.

(2) A casual shall not receive any of the leave entitlements prescribed in this Agreement.

15.—TEMPORARY AND FIXED TERM APPOINTMENTS

(1) A Caregiver appointed as a temporary or under a fixed term contract shall accrue and be paid the same benefits as a permanent Caregiver.

(2) Where a temporary contract exceeds 6 months the hospital shall give consideration to granting permanency.

16.—HOURS

(1) A Caregiver shall have no fixed hours of duty provided that—

- (a) The ordinary hours of work for a full-time Caregiver shall not exceed 2086 hours per annum (inclusive of holidays and leave).
- (b) The ordinary hours of work for a part-time Caregiver shall average not less than the minimum weekly number of hours which that Caregiver has been guaranteed.

Such hours shall be averaged over a 12 month period and shall not exceed 2086 hours per annum (inclusive of holidays and leave).

- (c) The ordinary hours of work for a Caregiver who does not accrue time off in accordance with the provisions of clause 22(6) of this Agreement shall not exceed 1982 per annum (inclusive of holidays and leave).

(2) Ordinary hours may be worked over any day of the week, Monday to Sunday inclusive, and shall be arranged by the hospital to meet its needs.

(3) Ordinary hours shall not exceed 96 in any fortnight.

(4) Ordinary hours may not be rostered over more than 6 consecutive days except by agreement between the Caregiver and the hospital.

(5) (a) Ordinary hours shall not be worked over more than 20 days in a four week cycle unless there is agreement between the Caregiver and the hospital.

Provided that a Caregiver may be required to work up to 21 days in a four week cycle in order to make up a debit (where the debit has not resulted from mismanagement of the roster).

(b) Where ordinary hours are worked over more than 20 days in a four week cycle the Caregiver shall be involved in the setting of the roster.

(c) The operation of this subclause shall be reviewed after 12 months.

(6) A minimum of two days off duty shall be taken consecutively unless otherwise agreed between the employee and the employer.

(7) Ordinary hours shall not exceed 10 in any shift.

Provided that a shift of 12 ordinary hours may be rostered by agreement between the Caregiver and the hospital.

(8) Broken shifts shall not be rostered but may be worked where a Caregiver is called in to work at short notice either by agreement or as a result of being placed on call.

(9) (a) The roster shall in each case provide for a 10 hour break between shifts.

(b) A Caregiver may agree to forego a 10 hour break between rostered shifts provided that the shortfall (ie. the difference between the rostered break and 10 hours) shall be recorded and the Caregiver shall be entitled to take twice that amount of time as paid time off. Such time off shall be taken at the end of the following shift unless otherwise agreed between the hospital and the Caregiver.

(c) Provided that this subclause shall not apply where a Caregiver agrees to work additional hours at short notice.

(10) A Caregiver shall not be rostered to work a shift of less than 3 hours duration.

17.—OVERTIME

(1) Time worked in excess of 10 hours a day, 96 hours a fortnight or 2086 per annum shall be deemed overtime and shall be paid for at time and a half for the first two hours and double time thereafter.

(2) A Caregiver may be required to work reasonable overtime.

(3) In the case of a Caregiver who does not accrue time off in accordance with the provisions of clause 22(6) of this Agreement, time worked in excess of 10 hours a day, 96 hours a fortnight or 1982 hours per annum shall be deemed overtime and shall be paid for at time and a half for the first two hours and double time thereafter.

(4) Provided that by agreement between the Caregiver and the hospital a shift of 12 ordinary hours may be rostered without incurring overtime.

(5) (a) Where a Caregiver and the hospital so agree, time off in lieu of payment for overtime may be allowed proportionate to the payment to which the Caregiver is entitled.

(b) Such time off shall be taken at a time (or times) agreed between the hospital and Caregiver.

18.—BANKED HOURS

(1) A Caregiver who at the end of an accruing year has banked hours to his/her credit may elect—

- (a) to be paid for those hours at ordinary rates; or
- (b) by agreement with the hospital, to roll those credits over into the subsequent accruing year.

(2) Where a Caregiver is in debit at the end of an accruing year—

- (a) the debit shall be cancelled; and in addition
- (b) if the Caregiver is otherwise in receipt of accrued time off in accordance with clause 22 of this Agreement, he/she shall be credited with accrued time off at the rate of .05 of an hour for each hour of the debit.

19.—ON CALL

(1) For the purposes of this Agreement a Caregiver is on call when he or she is required by the hospital to remain at his or her private residence or any other mutually agreed place as will enable the hospital to readily contact him or her during the hours for which he or she has been placed on call.

A Caregiver is also on call when required to carry a mobile telephone or beeper and to remain within a specified range of the hospital.

(2) A Caregiver who is rostered to be on call at such a place as prescribed in subcl. (1)—

- (a) from Monday to Friday shall receive an allowance of \$12.00;
- (b) on a Saturday shall receive an allowance of \$18.00;
- (c) on a Sunday, public holiday or any other day on which the Caregiver is not rostered on duty shall receive an allowance of \$21.00;

Provided that only one allowance shall be payable in any period of 24 hours.

(3) The hospital shall provide a Caregiver placed on-call with a mobile telephone or beeper. Where the hospital fails to provide a mobile telephone or beeper the allowance prescribed in paragraph (a) of subclause (2) hereof shall be \$18.00.

(4) A Caregiver rostered to be on call spanning two days over which different on call allowances apply, shall receive a payment which is equal to the allowance payable for the day attracting the higher allowance.

(5) The Caregiver shall not be required to remain on call whilst on leave or the day before commencing leave unless by mutual agreement between the Caregiver and the hospital.

Call In

(6) A Caregiver who is on-call and who is called in to work shall be paid a minimum of three hours pay at double time. Such work shall be deemed overtime.

(7) Where a Caregiver who is on call is called in to work and works for more than 4 hours he/she shall be entitled to an 8 hour break before commencing his/her next rostered shift without deduction of pay.

(8) A Caregiver who is on call but who remains at work following the completion of a rostered shift shall be paid at double time for any additional work performed. Such additional work shall be deemed overtime.

Caregiver Not On Call

(9) A Caregiver who is not on-call, but who is called in to work by agreement with the hospital in place of a Caregiver who is on call, shall be paid a minimum of three hours pay at the appropriate shift or weekend penalty rate, and in addition \$12.00.

20.—ROSTERS

(1) A roster of working hours shall be posted in a convenient place where it can be readily seen by each Caregiver concerned.

(2) The roster shall be open for inspection by an accredited representative of the Union at all reasonable times.

(3) The roster shall be posted at least 7 days before it comes into operation.

(4) (a) The roster may be altered at the hospital's discretion if the hospital's requirements render such alteration necessary provided that—

- (i) a Caregiver is entitled to 48 hours notice of a requirement to come in to work;
- (ii) a Caregiver is entitled to 12 hours notice where a shift is cancelled or varied;

The notice referred to in this paragraph may be dispensed with by agreement between the Caregiver and the hospital.

(b) A Caregiver who has commenced a shift is entitled to complete that shift unless otherwise agreed between the Caregiver and the hospital.

(5) Each Caregiver shall have access to shift sheets on an ongoing basis.

21.—MEAL AND MEAL HOURS

(1) (a) Meal breaks shall be a minimum of 30 minutes and a maximum of one hour (except by agreement) and subject to subclause (2) of this clause shall not be counted as time worked.

(b) The Caregiver shall not be required to work for more than 6 hours consecutively without a meal break.

(2) Where the Caregiver is required to be on duty or available at the hospital during his/her meal break, the Caregiver shall be paid at ordinary rates. Provided that the time when the Caregiver is on duty or available but not working shall not be counted as time worked for the purposes of Clause 17 of this Agreement.

(3) One fifteen or two seven minute tea breaks shall be allowed during each shift and shall be taken when convenient to the hospital without deduction of pay for such time.

(4) A Caregiver who has not been notified the previous day or earlier that he or she is required to attend work at a time when a meal is usually taken shall be provided with such a meal.

22.—ACCRUED TIME OFF

(1) Entitlement

- (a) A Caregiver (other than a casual) shall accrue an entitlement to time off at the rate of .05 of an hour for

each ordinary hour worked to a maximum of 12 days (96 hours) off in each 12 month period.

- (b) A Caregiver shall not accrue an entitlement to time off during the first 4 weeks of annual leave, long service leave, any period of unpaid leave or any absence on workers compensation leave in excess of one calendar month.

Accrual shall continue during any other period of leave (including any additional annual leave) prescribed by this Agreement.

(2) Taking Accrued Time Off

Where the Caregiver has accrued a sufficient entitlement, the accrued time off may be taken—

- (a) in a minimum period of one week made up of 5 consecutive accrued days off in conjunction with a period of annual leave or at a time mutually acceptable to the Caregiver and the hospital; or
- (b) as single day absences at a time suitable to the hospital and subject to 48 hours notice given to the Caregiver; or
- (c) at the request of the Caregiver, and by agreement with the hospital, in periods of less than one day; or
- (d) at any other time agreed between the Caregiver and the hospital provided that—
 - (i) the hospital shall, subject to its operational requirements, make every reasonable endeavour to accommodate the wishes of the Caregiver; and
 - (ii) the hospital shall allow the time off to be taken in the 12 months following the year of accrual.

(3) Rate of Pay

Accrued Time Off shall be paid at the ordinary rate.

(4) Termination

A Caregiver who at the time of termination has accrued time off to his/her credit shall be paid for those hours at ordinary rates.

(5) Pay Out of Entitlements

- (a) When a Caregiver proceeds on parental leave, the hospital may pay the Caregiver for any accrued time off then standing to his/her credit.
- (b) A Caregiver may at any time, by agreement in writing with the hospital, be paid for some or all of the accrued time off standing to his/her credit in lieu of taking the time off.

A Caregiver shall not otherwise be paid for accrued time off without actually taking the time off.

(6) A Caregiver may be paid a rate of pay using a divisor of 38 hours per week in lieu of the provisions of this clause—

- (a) where the Caregiver is guaranteed no more than 16 hours or two shifts per week; or
- (b) at the request of the Caregiver and by agreement with the hospital. Provided that the Caregiver may withdraw his/her agreement by providing two weeks notice in writing.

23.—CLERICAL CLASSIFICATIONS

(1) The salary rates payable to clerical Caregivers classified in accordance with the Clerical Classification System, and the conditions pertaining to appointment and progression, are prescribed in Schedule A.

(2) A clerical Caregiver, employed prior to the date of this Agreement, whose salary would otherwise fall as a result of the application of the Clerical Classification System, shall not be reclassified and shall continue to be paid in accordance with his/her existing classification at the salary rate prescribed in Schedule B.

The Caregiver shall continue to be paid in accordance with Schedule B, and progress through any applicable increments, until such time as he/she is otherwise reclassified in accordance with the Clerical Classification System to a level with a salary rate that exceeds his/her existing classification.

(3) Caregivers appointed to positions outside the scope of the Clerical Classification System shall be paid in accordance with Schedule B.

(4) Salary Packaging

At the request of a Caregiver and by agreement between the hospital and the Caregiver, a Caregiver may be provided with a salary package in lieu of the ordinary salary prescribed in Schedules A or B of this Agreement.

The terms and conditions of salary packaging are prescribed in Schedule C.

24.—PAYMENT OF WAGES

(1) A full time Caregiver shall be paid in each fortnightly pay period—

- (a) (i) as for 80 ordinary hours (irrespective of the number of ordinary hours actually worked); or
- (ii) where the Caregiver does not accrue time off in accordance with clause 22—Accrued Time Off of this Agreement—as for 76 ordinary hours (irrespective of the number of ordinary hours actually worked);
- (b) for any overtime worked; and
- (c) any penalty payments arising from work performed in that pay period.

(2) A Caregiver appointed part-time shall be paid in each fortnightly pay period—

- (a) as for his/her guaranteed ordinary hours (irrespective of the number of ordinary hours actually worked);
- (b) for any additional hours worked in the pay period for which the Caregiver has elected to be paid out in accordance with clause 13(5) of this Agreement;
- (c) for any overtime worked; and
- (d) any penalty payments arising from work performed in that pay period.

(3) A Caregiver appointed on a casual basis shall be paid in each fortnightly pay period on the basis of the number of hours actually worked.

(4) Wages shall be paid fortnightly by electronic funds transfer into one or two accounts nominated by the Caregiver held at any major bank, building society or credit union.

Any costs associated with the establishment by the Caregiver of such an account and of the operation of it shall be borne by the Caregiver.

(5) Where payment is not made within the nominated time the hospital shall make every reasonable endeavour to rectify the matter without further delay. Where the problem is within the control of the hospital it shall be rectified within 24 hours.

(6) Each Caregiver shall be provided with a pay advice slip on each day that wages are paid. The pay advice slip shall detail—

- (a) the rate of wage;
- (b) the hours worked including overtime;
- (c) the number of ordinary hours for which payment has been made;
- (d) the total number of hours, if any, which as a result of the annualising of hours, the Caregiver is in credit or debit;
- (e) the gross wage;
- (f) the net wage;
- (g) the hospital funded superannuation component;
- (h) any allowances paid;
- (i) any deductions made including details of any salary sacrifice;
- (j) the composition of any annual leave payment;
- (k) the composition of any termination payment;
- (l) accrued annual leave;
- (m) accrued days off.

(7) Upon termination of employment, the hospital shall pay to the Caregiver all monies earned by or payable to the Caregiver before the Caregiver leaves the hospital or the same shall be forwarded to the Caregiver by post on the next working day following termination. Provided that—

- (a) Where the employment is terminated without notice in accordance with this Agreement the hospital shall,

as soon as reasonably possible, forward by post all monies earned by or payable to the Caregiver;

- (b) By agreement the monies earned by or payable to the Caregiver may be paid by electronic funds transfer into the Caregiver's account(s).

25.—BANKED HOURS ON TERMINATION

(1) A Caregiver who at the time of termination has banked hours to his/her credit shall be paid for those hours at ordinary rates.

(2) A Caregiver who at the time of termination is in debit shall have the monies otherwise payable on termination reduced by an amount equivalent to payment at ordinary rates for the number of hours in respect of which the Caregiver is in debit. Provided that—

- (a) the number of hours for which a deduction is made shall not exceed 20 or 1.2 times the Caregiver's guaranteed weekly hours (to a maximum of 48), whichever is the greater;
- (b) Caregiver Giving Notice
 - (i) A Caregiver who gives written notice of termination shall be given the opportunity of working additional hours during the notice period to enable the Caregiver to reduce the debit prior to termination.
 - (ii) In such a case the hospital shall offer the Caregiver a minimum of 8 additional hours in each week of the notice period.
 - (iii) Subject to its requirements, the hospital may offer the Caregiver further additional hours within the parameters for working ordinary hours prescribed in this Agreement.
 - (iv) Any additional hours worked during the notice period shall reduce the maximum number of hours for which a deduction may be made in accordance with paragraph (a) hereof.
 - (v) For the purposes of this paragraph the Caregiver may provide a longer period of notice than required by clause 8—Separation of this Agreement;
- (c) Hospital Giving Notice

- (i) A Caregiver who is given notice of termination by the hospital may be required to work additional ordinary hours during the notice period to enable the Caregiver to reduce the debit prior to termination.
- (ii) This requirement shall be subject to the parameters for working ordinary hours prescribed by this Agreement.
- (iii) Any additional hours worked during the notice period shall reduce the maximum number of hours for which a deduction may be made in accordance with paragraph (a) hereof.
- (iv) Where the hospital fails to provide the Caregiver with such additional hours as will completely offset the maximum number of hours for which a deduction may be made in accordance with paragraph (a), no deduction shall be made.
- (v) For the purposes of this paragraph the hospital may provide a longer period of notice than required by clause 8 of this Agreement;
- (d) No deduction shall be made where—
 - (i) a Caregiver's employment is terminated by the hospital with payment in lieu of notice; or
 - (ii) where a Caregiver's employment has been terminated by the hospital on the grounds of redundancy in accordance with clause 39 of this Agreement; or
 - (iii) where the required notice period has been dispensed with by agreement in writing between the hospital and the Caregiver.

26.—SHIFT WORK

(1) (a) The loading on the ordinary rates of pay for a Caregiver who works an afternoon shift commencing not earlier than

12.00 noon and finishing after 6.00 pm on weekdays shall be 15%

(b) The provisions of paragraph (a) of this subclause do not apply to a Caregiver who on any weekday commences his/her ordinary hours of work after 12.00 noon and completes those hours at or before 6.00 pm on that day.

(c) The loading on ordinary rates of pay for a Caregiver who works a shift between the hours of 6.00 pm and 7.30 am on a weekday shall be 15%.

(2) (a) A Caregiver rostered to work ordinary hours between midnight Friday and midnight on the following Saturday shall be paid a loading of 50% on actual hours worked during this period.

(b) A Caregiver rostered to work ordinary hours between midnight Saturday and midnight on the following Sunday shall be paid a loading of 75% on actual hours worked during this period.

(3) Where a Caregiver works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause.

(4) Where the ordinary hours of work span 12.00 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculation for each part of the shift according to the rate applicable for additional payment for shift work and work during the weekend as the case may be.

27.—CALCULATION OF PENALTIES

Where the Caregiver works hours which would entitle him or her to payment of more than one of the penalties payable in accordance with the overtime, on call, shift and weekend penalties, or public holiday provisions of this Agreement, only the highest of any such penalty shall be payable. In the case of casuals any such penalty shall be in addition to the casual loading.

28.—HIGHER DUTIES

(1) A Caregiver who is capable of performing and does perform all duties of a position which attracts a higher rate of pay than that which he or she usually performs shall be entitled to the higher rate whilst so engaged.

(2) When a Caregiver performs some, but not all, of the duties of the position a rate of pay less than the rate the position normally attracts can be paid on agreement between the hospital and Caregiver. In such circumstances the Caregiver will be provided with written advice of the additional duties and confirmation of the agreed rate of remuneration prior to assuming such duties.

(3) When a Caregiver assumes higher duties or responsibilities due to a special project or similar short term process and such higher duties or responsibilities are not imported from an existing post an appropriate rate of remuneration shall be determined by agreement between the hospital and the Caregiver. Where practicable the rate of remuneration shall be set prior to the commencement of the special project or process.

(4) Provided that payment for higher duties shall not apply to a Caregiver required to act in another position while the incumbent is taking accrued time off for a single day or less in accordance with Clause 22 of this Agreement.

(5) Any dispute as to the appropriate rate of remuneration payable pursuant to this clause may be referred to the Clerical Classification Review Panel.

29.—LAUNDRY AND UNIFORMS

(1) (a) Where the hospital requires a uniform to be worn, an adequate supply of such uniforms shall be provided free of cost to the Caregiver on engagement.

(b) Thereafter uniforms will be replaced on an 'as required' basis provided that—

- (i) no uniform shall be replaced within 18 months of the date of issue;
- (ii) the Caregiver when a new uniform is issued shall be required to return the replaced uniform.

(c) Uniforms shall at all times remain the property of the hospital and must be returned to the hospital on termination.

A failure to return hospital uniforms may lead to a delay in the processing of any termination payment and to the hospital deducting the cost of the uniforms from any monies owing to the Caregiver.

(d) Uniforms shall not be worn other than in the course of, and in travelling to and from, employment.

(2) The cost of laundering uniforms shall be met by the Caregiver. The additional payment prescribed in Schedules A and B includes an amount to compensate for this requirement.

(3) Caregivers shall be responsible for the provision of appropriate clean and tidy footwear.

(4) The provisions of this clause shall not detract from the hospital's obligation pursuant to section 19 of the *Occupational Health Safety and Welfare Act 1984-1987* to provide Caregivers with adequate personal protective clothing and equipment where it is not practicable to avoid the presence of hazards at the workplace.

30.—FARES AND MOTOR VEHICLE ALLOWANCE

(1) A Caregiver required to work outside the hospital during his or her normal working hours shall be paid any reasonable travelling expenses incurred except where an allowance is paid in accordance with subclause (2) hereof.

(2) A Caregiver required and authorised to use his or her own motor vehicle in the course of his duties shall be paid an allowance of not less than 43.5 cents per kilometre.

(3) (a) The rate prescribed in subclause (2) shall be automatically adjusted in accordance with the rate applicable to travel in the metropolitan area (over 1600cc—2600cc) prescribed in the Public Service General Conditions of Service and Allowances Award No. PSA A4 of 1989.

(b) Any adjustment to the rate prescribed in subclause (2) shall operate from the date of the order varying the above award.

(4) Nothing in this clause shall prevent the hospital and the Caregiver making other arrangements as to car allowance not less favourable to the Caregiver.

31.—SUPERANNUATION

(1) The hospital shall contribute on behalf of the Caregiver in accordance with the requirements of the *Superannuation Guarantee (Administration) Act 1992*.

(2) Contributions shall at the option of the Caregiver be paid into either—

- (a) the Health Employees' Superannuation Trust Australia fund; or
- (b) the National Catholic fund.

(3) Contributions into the nominated fund shall be paid monthly.

(4) Contributions shall continue to be paid on behalf of a Caregiver in receipt of payments under the Workers Compensation and Assistance Act.

(5) Salary Packaging

- (a) A Caregiver may elect in writing to receive a superannuation benefit in lieu of part of the salary to which he or she is otherwise entitled under this Agreement.
- (b) The salary package shall remain in force until terminated by mutual agreement or by either the hospital or the Caregiver providing one calendar month's notice.

32.—ANNUAL LEAVE AND PUBLIC HOLIDAYS

Entitlement

(1) (a) Each Caregiver shall after the completion of each 12 months continuous service be entitled to four weeks annual leave.

(b) The entitlement accrues *pro rata* based on completed weeks of service.

(c) In paragraph (a), "service" shall not include any period of unpaid leave other than the first 3 months of unpaid sick leave and the first month of workers' compensation leave.

Rate of Pay

(2) (a) The Caregiver shall be paid for any period of annual leave prescribed in this clause at the ordinary rate of wage the Caregiver would have received as his or her payment at the

time of taking the leave and, in addition, any shift and weekend penalties which the Caregiver would have received had the Caregiver not proceeded on annual leave.

(b) Where it is not possible to calculate the shift and weekend penalties the Caregiver would have received, the Caregiver shall be paid at the rate of the average of such payments made each week over the four weeks prior to taking the leave.

(c) Provided that the Caregiver when proceeding on annual leave shall not be paid less than the sum of—

- (i) the Caregiver's ordinary rate of wage for the period (ie excluding shift and weekend penalties); and
- (ii) a loading of 17.5% in respect of all periods of annual leave other than the periods relating to public holidays (ie to which the Caregiver is entitled under subclauses 9 and 13 hereof).

Timing of Payment

(4) The Caregiver is to be paid for a period of annual leave at the time payment is made in the normal course of employment, unless the Caregiver requests in writing that he or she be paid before the period of leave commences in which case the Caregiver is to be so paid.

Provided that, where annual leave is paid in advance, payment for time worked may be adjusted in the fortnightly pay period following the period of annual leave.

Termination

(5) If a Caregiver's employment terminates, the Caregiver shall be paid a pro rata entitlement (at the rate prescribed by subclause (2) hereof) in respect of each completed week of service for which annual leave has not already been taken.

Provided that—

- (a) Leave loading shall not apply to pro rata leave on termination but shall apply (in accordance with subclause (2) hereof) to leave resulting from a completed year of service.
- (b) Caregivers to whom subclause (11) hereof applies shall be paid for such additional days leave as have accrued under those subclauses at the date of termination.

Taking Annual Leave

(6) (a) The Caregiver may, with the approval of the hospital, be allowed to take the annual leave prescribed by this clause before the completion of twelve month's continuous service.

(b) The annual leave prescribed in this clause may be split into portions by mutual agreement between the hospital and the Caregiver.

(c) When the Caregiver requests that the annual leave be split into portions the hospital shall make every reasonable endeavour to accommodate the wishes of the Caregiver.

(d) Where the hospital and Caregiver have not agreed when the Caregiver is to take annual leave—

- (i) the hospital shall allow the leave to be taken in the 12 months following the year of accrual; and
- (ii) the hospital shall give the Caregiver at least 2 week's notice of the period of time when it will be convenient to the hospital for the Caregiver to take the leave.

Compaction

(7) A Caregiver who during a qualifying period towards an entitlement of annual leave was employed continuously on both a full-time and part-time basis, or a part-time basis only, may elect to take a lesser period of annual leave calculated by converting the part-time service to equivalent full-time service.

Such election is to be made in writing by the Caregiver and approved by the hospital.

Cashing In

(8) A Caregiver to whom subclause (11) of this clause applies or who has otherwise accrued in excess of 4 weeks annual leave may elect to be paid when proceeding on annual leave an amount equivalent to the value of his or her additional leave entitlement in lieu of taking the additional leave. Such election is to be made in writing by the Caregiver and approved by the hospital.

Public Holiday Occurring During Annual Leave

(9) A Caregiver shall be entitled to a day's leave in lieu of a public holiday, without deduction of pay, in respect of a public holiday which occurs during the Caregivers' annual leave.

Day Observed in Lieu of Public Holiday

(10) Where any public holiday prescribed by this Agreement 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 Monday, such holiday shall be observed on the next succeeding Tuesday. Provided that—

- (a) a day observed in lieu of the holiday may be appointed by proclamation published in the *Gazette* under the *Public and Bank Holidays Act 1972*;
- (b) another day may be observed in lieu of the holiday by agreement between the Caregiver and the hospital.

Shift Work

(11) A Caregiver rostered to work ordinary hours on Sundays and/or public holidays shall be entitled to additional annual leave as follows—

- (a) if 35 ordinary shifts on such days have been worked—one week
- (b) if less than 35 ordinary shifts on such days have been worked the Caregiver shall be entitled to have one additional day's leave (to a maximum of five days) for each seven ordinary shifts so worked.

Public holidays

(12) A Caregiver not required to work on a day solely because that day is a public holiday or day observed in lieu thereof, shall be entitled to leave for the number of hours which he or she would otherwise be rostered to work on that day without deduction of pay.

(13) Where the Caregiver is rostered to work ordinary hours on a public holiday or day observed in lieu thereof, he or she shall be entitled to ordinary rates of pay and a loading of 50% for the actual time worked together with an equivalent period of time off to be added to the period of annual leave.

33.—SICK LEAVE

(1) A Caregiver shall accrue 10 rostered shifts paid sick leave per annum.

(2) The entitlement shall accrue pro rata on a weekly basis.

(3) A Caregiver who is unable to attend work on the grounds of personal ill health or injury or on account of the illness or injury of a family member residing with the Caregiver, is entitled to be paid at ordinary rates for the period of the absence up to and including the number of hours which the Caregiver was rostered to work on that day.

Provided that—

- (a) subject to subclause (4) hereof, the payment shall not exceed payment for 10 rostered shifts per annum; and
- (b) where such payment exceeds the Caregiver's accrued entitlement, the excess may be offset against any future accrual or against monies otherwise payable to the Caregiver at the point of separation;

(4) Unused portions of sick leave entitlement shall accumulate from year to year and may be taken in any subsequent year.

(5) A Caregiver shall advise the hospital as soon as reasonably practicable and if possible prior to the commencement of the shift of, the inability to attend work, the nature of illness or injury and the estimated duration of absence.

(6) A Caregiver is allowed a maximum of four days absence without a medical certificate in any one accruing year provided that a medical certificate must be provided for any absence of more than two consecutive days.

(7) A Caregiver who suffers personal ill health or injury whilst on annual leave may be paid sick leave in lieu of annual leave subject to

- (a) providing a medical certificate stating the illness or injury necessitated confinement to home or hospital for seven consecutive days or more.
- (b) the portion of annual leave coinciding with the paid sick leave is to be taken at a time agreed by hospital

and Caregiver or shall be added to the next period of annual leave.

- (c) Payment for replaced annual leave shall be at the rate of wage applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in Clause 32—Annual Leave and Public Holidays shall be deemed to have been paid with respect to the replaced annual leave.

(8) Paid leave may be withheld if the illness or injury is the result of the Caregiver's own misconduct.

(9) Where a Caregiver receives payment under this clause and subsequently receives payments in respect of the same period under the *Workers Compensation and Assistance Act 1981*, the Caregiver shall reimburse to the hospital the payments made under this clause and the hospital shall reinstate the Caregiver's sick leave or other entitlements accordingly.

Use of Banked Hours Where Sick Leave Entitlement Exceeded

(10) A Caregiver who has exceeded his or her entitlement to paid sick leave under this clause and who has banked hours to his/her credit may elect to be paid for those hours during any period of unpaid sick leave.

34.—LONG SERVICE LEAVE

(1) The long service leave provisions published in Volume 73 of the Western Australian Industrial Gazette at pages 1 to 4 inclusive as updated from time to time, are hereby incorporated in and shall be deemed to be part of this Agreement, providing that long service leave shall not accrue on workers' compensation leave in excess of one month.

(2) Provided that the leave to which an employee shall be entitled or deemed to be entitled shall be as provided in this clause—

Where an employee has completed at least 10 years' service the amount of leave shall be—

- (a) in respect of 10 years service so completed—eight and two thirds weeks leave;
- (b) in respect of each 10 years service completed after such 10 years—eight and two thirds weeks leave;
- (c) on the termination of the employee's employment—
 - (i) by his/her death;
 - (ii) in any circumstances otherwise than by the employer for serious misconduct;

in respect of the number of years' service with the employer completed since he/she last became entitled to an amount of long service leave, a proportionate amount on the basis of eight and two thirds weeks for 10 years service.

(3) By agreement between the hospital and Caregiver, a part time Caregiver or a Caregiver whose ordinary hours have changed from part time to full time may take his or her long service leave entitlement as a reduced period of full time equivalent time off. Such agreement shall not be unreasonably withheld by the hospital.

35.—PARENTAL LEAVE

Employees shall be entitled to unpaid parental (and adoption) leave in accordance with Division 5 of Part VIA of the *Industrial Relations Act 1988* (Cth).

36.—BEREAVEMENT LEAVE

(1) On the death of a spouse or de facto spouse, child or step-child, parent or parent in law, brother, sister, or any other person who immediately before that person's death lived with the Caregiver as a member of the Caregiver's family, the Caregiver is entitled to bereavement leave, without loss of ordinary time earnings, of up to two (2) days.

(2) Bereavement leave shall at the discretion of the Caregiver be taken at any time up to and including the two days following the day of the funeral.

(3) Payment for such leave may be subject to the Caregiver providing proof of the death, satisfactory to the hospital.

(4) Bereavement leave is not to be taken where the Caregiver is absent on another form of leave or would not otherwise have been on duty unless the absence has been taken to enable the Caregiver to be with a dying relative.

37.—STUDY LEAVE

Paid study leave of up to two days per annum will be granted at the discretion of the hospital where the course of study is relevant to the Caregiver's work.

38.—JURY SERVICE

(1) Caregivers summoned for jury service and giving prior advice to their manager will be granted paid leave subject to the procedures set out herein.

(2) Caregivers requesting time off for jury service must notify their manager on receipt of notice to attend.

(3) Application for leave of absence for jury service must be made on the standard Application for Leave form with a copy of the notice to attend attached.

(4) On presentation of proof of appearance payment of salary will be made at the ordinary time through the pay roll system.

(5) The hospital will claim reimbursement from the Court.

39.—TIME OFF WITHOUT PAY

Time off without pay for whatever purpose may be granted by agreement between the hospital and the Caregiver.

In any such case the number of hours guaranteed to the Caregiver as a result of the operation of annualised hours shall be reduced accordingly. This clause shall apply to unpaid sick leave.

40.—INTRODUCTION OF CHANGE AND REDUNDANCY

(1) Interpretation

In this clause—

“Caregiver” does not include a Caregiver engaged on a casual or temporary basis or on a fixed term contract;

“redundant” means being no longer required by the hospital to continue doing a job because the hospital has decided that the job will not be done by any Caregiver.

For the purposes of this clause, an action of the employer has a “significant effect” on an employee if—

- (a) there is to be a major change in the composition, operation or size of, or skills required in, the hospital's workforce that will affect the Caregiver; or
- (b) there is to be elimination or reduction of a job opportunity, promotion opportunity or job tenure for the Caregiver; or
- (c) the guaranteed hours of the Caregiver's work are to significantly increase or decrease; or
- (d) the Caregiver is required to be retrained; or
- (e) the Caregiver is to be required to transfer to another job or work location; or
- (f) the Caregiver's job is to be restructured; or
- (g) the Caregiver's income is decreased.

(2) (a) Caregiver to be Informed

Where the hospital has decided to—

(i) take action that is likely to have a significant effect on a Caregiver; or

(ii) make a Caregiver redundant,

the Caregiver is entitled to be informed by the hospital, as soon as reasonably practicable after the decision has been made, of the action or the redundancy, as the case may be.

(b) Discussions to occur

The hospital shall thereafter hold discussions with the Caregiver affected as to—

(i) the likely effects of the action or the redundancy in respect of the Caregiver; and

(ii) measures that may be taken by the Caregiver or hospital to avoid or minimise a significant effect.

Provided that the hospital shall not be required to disclose confidential information the disclosure of which may seriously harm the hospital's interests.

(3) Union to be informed

Where the hospital has made a definite decision to introduce major changes that are likely to have significant effects on one or more Caregivers, the hospital shall notify and hold discussions with the union.

(4) Severance Pay

- (a) In addition to the period of notice prescribed in Clause 8 of this Agreement, for ordinary termination, a Caregiver whose employment is terminated on the grounds of redundancy shall be entitled to the following amount of severance pay in respect of a continuous period of service.

| <u>Period of Continuous Service</u> | <u>Severance Pay</u> |
|-------------------------------------|---|
| Less than 1 year | Nil |
| 1 year but less than 2 years | 1 weeks |
| 2 years but less than 3 years | 3 weeks |
| 3 years but less than 4 years | 5 weeks |
| 4 years but less than 5 years | 7 weeks |
| 5 years but less than 6 years | 9 weeks |
| Thereafter | 1 week's additional pay for each additional year of service |

"Weeks Pay" means the ordinary weekly rate of wage for the Caregiver concerned.

- (b) For the purpose of this clause continuity of service shall not be broken on account of—
- any absence from work on account of personal sickness or accident for which a Caregiver is entitled to claim sick pay as prescribed by this award or on account of leave lawfully granted by the hospital; or
 - any absence with reasonable cause, proof whereof shall be upon the Caregiver; or
 - any absence on approved leave without pay.

Provided that in the calculation of continuous service under this subclause any time in respect of which a Caregiver is absent from work except time for which a Caregiver is entitled to claim annual leave, sick pay, long service leave and public holidays as prescribed by this agreement shall not count as time worked.

- (c) Service by the Caregiver with a business which has been transmitted from one hospital to another and the Caregiver's service has been deemed continuous in accordance with subclause (3) of Clause 2 of the Long Service Leave Provisions published in Volume 66 of the WA Industrial Gazette at pp.1-4 shall also constitute continuous service for the purpose of this clause.

(4) Caregiver Leaving During Notice—

A Caregiver whose employment is to be terminated on the grounds of redundancy may terminate employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the Caregiver remained with the hospital until the expiry of such notice. Provided that in such circumstances the Caregiver shall not be entitled to payment in lieu of notice.

(5) Alternative Employment—

The hospital, in a particular redundancy case, may make application to the Western Australian Industrial Relations Commission to have the general severance pay prescription varied if the hospital obtains acceptable alternative employment for a Caregiver.

(6) Leave for Job Interviews

- (a) A Caregiver who has been given notice that he or she has been, or will be, made redundant shall during the period of notice of termination be entitled to be absent from work up to a maximum of 8 ordinary hours during each week of notice without deduction

of pay for the purpose of being interviewed for further employment.

- (b) A Caregiver who claims to be entitled to paid leave under paragraph (a) shall, at the request of the hospital, be required to produce reasonable proof of attendance at an interview or the Caregiver shall not receive payment for the time absent.

(7) Notice to Commonwealth Employment Service—

Where a decision has been made to terminate Caregivers in circumstances of redundancy, the hospital shall, subject to the agreement of the Caregivers concerned, notify the Commonwealth Employment Service thereof as soon as possible giving relevant information including the number and categories of the Caregivers likely to be affected and the period over which the terminations are intended to be carried out.

41.—TIME AND WAGES RECORD

(1) A time and wages record shall be kept by the hospital and shall, upon reasonable notice of not less than 24 hours being given, be available for inspection by an accredited representative of the union.

(2) The record shall contain the following information—

- the name and address of each Caregiver subject to this Agreement;
- the date on which each Caregiver commenced employment with the hospital;
- the classification and increment of the Caregiver;
- whether the Caregiver is employed on a full time, part-time or casual basis;
- the commencing and finishing time of work each day;
- the total number of ordinary hours and the total number of overtime hours worked each day;
- the number of ordinary hours for which payment was made;
- the total number of hours, if any, which as a result of the annualising of hours, the Caregiver is in credit or debit;
- the wages and allowances paid to each Caregiver in each pay period and any deductions therefrom.

(3) The representative of the union shall be permitted reasonable time to inspect the record and, if required, take an extract or copy of any of the information contained therein.

(4) Provided that—

- the employer may refuse the representative of the union access to time and wages records if—
 - the employer is of the opinion that access to the records by the representative of the union would infringe the privacy of persons who are not members of the union; and
 - the employer undertakes to produce the records to an industrial inspector within 48 hours of being notified of the requirement to inspect by the representative;
- the power of inspection may only be exercised by a representative of the union authorised for the purpose in accordance with the rules of the organisation.

42.—INTERVIEWS

(1) Subject to section 49AB of the *Industrial Relations Act 1979 (WA)* an accredited representative of the Union shall be entitled to enter the hospital and interview a Caregiver. Provided that—

- on arrival at the workplace the union representative shall seek permission to enter the premises from the Chief Executive Officer or his appointed representative.
- agreement between the union representative and the CEO or his appointed representative shall be sought as to where and subject to what conditions the Caregiver may be interviewed or work inspected.

(2) Failing agreement on the foregoing, the following shall apply—

- On giving prior notice in writing or by telephone to the CEO or his appointed representative, or failing that person being available, the most senior person

in charge of the establishment, an accredited representative of the union shall be entitled to enter the hospital to interview a Caregiver at a time and place agreed between the union and the CEO or his appointed representative.

- (b) Where there is no agreement as to time and place, the union representative shall have the right, upon prior notice to the CEO or his representative, or most senior person in charge of the establishment, to interview Caregivers during the recognised meal period at the place where the meal is usually taken.

(3) If access has not been gained in accordance with the provisions of this clause then the union representative shall leave immediately upon a request from the CEO or, his appointed representative or senior person in charge.

43.—NOTICES

The hospital shall provide a notice board in a place where it may be conveniently and readily seen for the posting of union notices.

44.—SINGLE BARGAINING UNIT TO MONITOR AGREEMENT

(1) The single bargaining unit which negotiated this Agreement shall meet as required during its term for the purpose of monitoring, and resolving problems arising from its application.

(2) Meetings may be called by any party providing a minimum of 7 days notice. This notice may be dispensed with by agreement.

(3) Particular attention shall be paid to the application of Clauses 16 to 22 inclusive of the Agreement.

(4) In resolving problems arising from the application or interpretation of the Agreement the single bargaining unit shall make reasonable attempts to reach a consensus.

(5) Where consensus is not able to be reached the parties may jointly or individually refer the problem to the Western Australian Industrial Commission or to an agreed third party for the purposes of conciliation and, if required, arbitration.

(6) Provided that disputes regarding the classification and reclassification of individual clerical positions shall be dealt with in accordance with Clause 7 of this Agreement.

45.—DISPUTE SETTLEMENT

(1) The following procedures shall apply in connection with questions, disputes or difficulties arising under this Agreement not appropriately dealt with under clause 44.

(2) The persons directly involved, or representatives of the person(s) directly involved, shall discuss the question, dispute or difficulty as soon as is practicable.

(3) (a) If these discussions do not result in a settlement, the question, dispute or difficulty shall be referred to senior management for further discussion.

(b) Discussions at this level will take place as soon as practicable.

(4) The persons involved at each step of the process shall make reasonable attempts to resolve the question, dispute or difficulty.

(5) The terms of any agreed settlement should be jointly recorded.

(6) Any settlement reached which is contrary to the terms of this Agreement shall not have effect unless and until that conflict is resolved to allow for it.

(7) Nothing in this clause shall be read so as to exclude the Union from representing its members.

(8) Any question, dispute or difficulty not settled may be referred to the Western Australian Industrial Relations Commission.

Signatories to Agreement

Signed for and on behalf of
ST JOHN OF GOD HOSPITAL MURDOCH:
(signed by GL Palmer)

In the presence of—
(signed by EE Flurry)

Signed for and on behalf of
HOSPITAL SALARIED OFFICERS' ASSOCIATION OF
WESTERN AUSTRALIA (UNION OF WORKERS):
(signed by M Hartland) *common seal affixed*
President

In the presence of—
(signed by D Hill) *common seal affixed*

(signed by D Hill)
Secretary

In the presence of—
(signed by C Thomas)

SCHEDULE A—SALARIES

(1) This Schedule applies to Caregivers whose positions have been classified or reclassified in accordance with the Clerical Classification System.

(2) The rates prescribed include the following enterprise bargaining increases—

- (a) 4% operative from the first pay period beginning on or after 1 July 1997;
- (b) 4% operative from the first pay period beginning on or after 1 July 1998.

(3)(a) Unless otherwise specified progression for all bands for which there is more than one wage point, shall be by automatic annual increments, subject to a satisfactory performance appraisal.

(b) Any disagreement in relation to the payment of an annual increment may be referred to the WA Industrial Relations Commission for determination.

(4) The base hourly rate of wage for each Caregiver shall be calculated by dividing the weekly rate by 40.

Provided that in the case of a Caregiver not in receipt of accrued time off the base hourly rate shall be calculated by dividing the weekly rate by 38.

(5) The following annual salaries shall apply to Caregivers covered by this Schedule—

| | Base Rate | First Pay Period 1.7.97 | First Pay Period 1.7.98 |
|------------|-----------|-------------------------|-------------------------|
| | \$ | \$ | \$ |
| (a) Band 1 | | | |
| 1.1 | 22,368 | 23,263 | 24,194 |
| 1.2 | 22,715 | 23,624 | 24,569 |
| 1.3 | 23,177 | 24,104 | 25,068 |
| 1.4 | 23,550 | 24,492 | 25,472 |
| (b) Band 2 | | | |
| 2.1 | 23,550 | 24,492 | 25,472 |
| 2.2 | 24,307 | 25,279 | 26,290 |
| 2.3 | 25,059 | 26,061 | 27,103 |
| 2.4 | 25,809 | 26,841 | 27,915 |
| 2.5 | 26,563 | 27,626 | 28,731 |
| (c) Band 3 | | | |
| 3.1 | 26,563 | 27,626 | 28,731 |
| 3.2 | 27,316 | 28,409 | 29,545 |
| 3.3 | 28,184 | 29,311 | 30,483 |
| 3.4 | 28,783 | 29,934 | 31,131 |
| (d) Band 4 | | | |
| 4.1 | 28,783 | 29,934 | 31,131 |
| 4.2 | 29,669 | 30,856 | 32,090 |
| 4.3 | 30,715 | 31,944 | 33,222 |
| (e) Band 5 | | | |
| 5.1 | 31,529 | 32,790 | 34,102 |
| 5.2 | 32,385 | 33,680 | 35,027 |
| 5.3 | 33,749 | 35,099 | 36,503 |

SCHEDULE B—SALARIES

(1) This Schedule applies to Caregivers, employed prior to the date of this Agreement, whose salary would otherwise fall

as a result of the application of the Clerical Classification System, and who accordingly have not been reclassified.

(2) This Schedule also applies to Caregivers appointed to positions outside the scope of the Clerical Classification System.

(3) The rates prescribed include the following enterprise bargaining increases—

- (a) 4% operative from the first pay period beginning on or after 1 July 1997;
- (b) 4% operative from the first pay period beginning on or after 1 July 1998.
- (4)(a) Unless otherwise specified progression for all classifications for which there is more than one wage point, shall be by automatic annual increments, subject to a satisfactory performance appraisal.
- (b) Any disagreement in relation to the payment of an annual increment may be referred to the WA Industrial Relations Commission for determination.
- (c) Progression between levels shall be by appointment, subject to the hospital's requirements.

(5) The base hourly rate of wage for each Caregiver shall be calculated by dividing the weekly rate by 40.

Provided that in the case of a Caregiver not in receipt of accrued time off the base hourly rate shall be calculated by dividing the weekly rate by 38.

(6) Caregivers in receipt of a base salary at or above Level 10 may by agreement in writing with the hospital receive an all in rate in full satisfaction of the monetary entitlements prescribed by this Agreement. Provided that the rate shall not when viewed objectively, and having regard to the whole of the Caregiver's terms and conditions of employment, be less favourable to the Caregiver than the entitlements otherwise available under this Agreement.

(7) The following annual salaries shall apply to Caregivers covered by this Schedule—

| | Base Rate | First Pay Period 1.7.97 | First Pay Period 1.7.98 |
|--------------|-----------|-------------------------|-------------------------|
| | \$ | \$ | \$ |
| (a) Level 1 | | | |
| 1.1 | 22,368 | 23,263 | 24,194 |
| 1.2 | 22,715 | 23,624 | 24,569 |
| 1.3 | 23,177 | 24,104 | 25,068 |
| 1.4 | 23,550 | 24,492 | 25,472 |
| (b) Level 2 | | | |
| 2.1 | 23,550 | 24,492 | 25,472 |
| 2.2 | 24,307 | 25,279 | 26,290 |
| 2.3 | 25,059 | 26,061 | 27,103 |
| (c) Level 2A | | | |
| 2A.1 | 25,059 | 26,061 | 27,103 |
| 2A.2 | 25,809 | 26,841 | 27,915 |
| 2A.3 | 26,563 | 27,626 | 28,731 |
| (d) Level 3 | | | |
| 3.1 | 26,563 | 27,626 | 28,731 |
| 3.2 | 27,316 | 28,409 | 29,545 |
| (e) Level 3A | | | |
| 3A.1 | 28,184 | 29,311 | 30,483 |
| 3A.2 | 28,783 | 29,934 | 31,131 |
| (f) Level 4 | | | |
| 4.1 | 28,783 | 29,934 | 31,131 |
| 4.2 | 29,669 | 30,856 | 32,090 |
| (g) Level 5 | | | |
| 5.1 | 30,715 | 31,944 | 33,222 |
| 5.2 | 31,529 | 32,790 | 34,102 |
| (h) Level 6 | | | |
| 6.1 | 32,385 | 33,680 | 35,027 |
| 6.2 | 33,749 | 35,099 | 36,503 |
| (i) Level 7 | | | |
| 7.1 | 34,464 | 35,843 | 37,277 |
| 7.2 | 35,534 | 36,955 | 38,433 |

| | Base Rate | First Pay Period 1.7.97 | First Pay Period 1.7.98 |
|--------------|-----------|-------------------------|-------------------------|
| | \$ | \$ | \$ |
| (j) Level 8 | | | |
| 8.1 | 36,635 | 38,100 | 39,624 |
| 8.2 | 38,199 | 39,727 | 41,316 |
| (k) Level 9 | | | |
| 9.1 | 39,014 | 40,575 | 42,198 |
| 9.2 | 40,134 | 41,739 | 43,409 |
| (l) Level 10 | | | |
| 10.1 | 41,286 | 42,937 | 44,654 |
| 10.2 | 42,471 | 44,170 | 45,937 |
| (m) Level 11 | | | |
| 11.1 | 44,754 | 46,544 | 48,406 |
| 11.2 | 46,449 | 48,307 | 50,239 |
| (n) Level 12 | | | |
| 12.1 | 48,856 | 50,810 | 52,842 |
| (o) Level 13 | | | |
| 13.1 | 50,145 | 52,151 | 54,237 |
| 13.2 | 51,777 | 53,848 | 56,002 |
| (p) Level 14 | | | |
| 14.1 | 53,468 | 55,607 | 57,831 |
| (q) Level 15 | | | |
| 15.1 | 55,940 | 58,178 | 60,505 |
| 15.2 | 57,966 | 60,285 | 62,696 |

SCHEDULE C—SALARY PACKAGING

The terms and conditions of salary packaging shall be subject to the following conditions—

- (a) the agreement, the terms and conditions of which shall be in writing and signed by both the employer and employee, shall detail the components of the total salary package.
- (b) a copy of the agreement shall be made available to the Caregiver and a copy shall be open for inspection by an accredited representative of the union in accordance with Clause 41 of this Agreement.
- (c) the hospital must inform the Caregiver in writing of how the benefits are costed in money terms;
- (d) the cost of any benefit will take into account the cost of any Fringe Benefit Tax (FBT) payable and an imputed cost to take account of the non-deductibility of FBT and other non-deductible benefits;
- (e) the salary package shall not increase the total cost of employment;
- (f) the Caregiver shall be entitled to inspect details of payments and transactions made under the terms of this Agreement;
- (g) subject to subclauses (i) and (j) hereof the configuration of the salary package shall remain in force for the period agreed between the Caregiver and the hospital; and
- (h) where at the end of the agreed period the full amount allocated to a specific benefit has not been utilised, by agreement between the hospital and the Caregiver, any unused amount may be carried forward to the next period or paid as salary which will be subject to usual taxation requirements;
- (i) during the agreed period the hospital or the Caregiver may request a review of the package in the event that its cost or benefits are materially affected by changes in tax rulings or legislation. If agreement is unable to be reached the matter may be referred to the Western Australian Industrial Relations Commission for conciliation and/or arbitration; and
- (j) notwithstanding the provisions of this Schedule the salary package may be terminated by mutual agreement or by either party providing one calendar month's notice or three calendar month's notice where the package includes the provision of a motor vehicle. Where the full amount allocated to a

specific benefit has not been utilised it shall be paid as salary subject to the usual taxation requirements.

- (k) The menu of items that may be packaged shall be those agreed by the parties from time to time.

APPENDIX

ST JOHN OF GOD HOSPITAL MURDOCH

St John of God Hospital Murdoch is committed to the dignity and worth of each person. We believe that work is a major forum in which we express and develop our dignity and grow towards fullness in human living.

We believe that conditions of work must be such that each person has the freedom and resources needed for growth and development towards wholeness.

St John of God Hospital Murdoch is committed to the development and maintenance of an organisational culture that is person focused, committed to the Christian ministry of healing, and to the processes of Quality Caring.

St John of God Hospital Murdoch has an organisational culture that promotes, encourages and facilitates individual and organisational growth and development towards quality service provision. It allows for flexibility and mutuality in the arrangements of working conditions.

It is a culture that leads to greater job satisfaction and ever improving quality of patient care and services.

St John of God Hospital Murdoch will arrange conditions of employment, "Employment Relationships" in accordance with the following "Principles of Employment Relationships."

PRINCIPLES FOR EMPLOYMENT RELATIONSHIPS BASED ON FIDELITY TO OUR HERITAGE

August 1993

1. Positive employment relationships are essential for the successful provision of health care. Recognition of the rights and duties of the hospital and each Caregiver are required for fairness and mutual accountability. [Justice]*

2. The work of all Caregivers is valued equally in the Mission and operation of the System. (This includes the work of those who provide direct patient care and those whose work enables these hands-on Caregivers to function effectively.) [Respect]*

3. Behaviours in the workplace must demonstrate respect for the basic orientation of the Mission, Philosophy and Cultural Values of the hospital. [Respect]*

4. In decisions related to clinical provision of health care, the expert knowledge and experienced judgements of health care professionals are acknowledged in their individual areas of competency as we work in collaboration with each other. [Respect, Justice, Excellence]*

5. The hospital recognises the different cultures and faith traditions of our Caregivers. It respects and values these differences and strives to learn from the richness of this diversity. [Hospitality, Respect]*

6. Opportunities for employment, career development and other pathways to growth are open to all people competent for the positions available throughout the hospital. [Hospitality, Compassion, Respect, Justice and Excellence]*

7. The hospital recognises the right of Caregivers to form associations to engage in collective actions, to negotiate various benefits for their members and to work for a better society. This does not exclude the Caregiver's right to choose individual negotiations when appropriate. [Respect, Justice]*

8. Decision making, planning and policy formation related to the work of Caregivers will be participative processes involving relevant stake-holders. Due processes are established to attend to grievances, injuries and other concerns. [Hospitality, Compassion, Respect, Justice and Excellence]*

9. Each Caregiver is expected to be committed to person centred care, to continual improvement of the quality of services and to the requirements of the hospital's Mission, Vision and Goals as described in their employment contracts. [Hospitality, Compassion, Respect, Justice and Excellence]*

10. Each Caregiver will be involved in ongoing learning. [Justice, Excellence]*

11. Caregivers are entitled to fair compensation for their work and they will share in the benefits of their work. [Hospitality, Justice, Excellence]*

12. Each Caregiver will contribute to quality patient care and to the common good of all by just and honest performance of the duties of their individual position. [Hospitality, Justice, Excellence]*

(* The Core Cultural Value(s) most relevant to each principle is noted in square brackets [].)

CAREGIVER EMPLOYMENT AGREEMENT

Involvement in this Agreement results in mutual commitment to the following—

St John of God Hospital Murdoch—

1. The provision of fair employment conditions.
2. Maintenance of safe working environments.
3. Opportunities for growth and development for each Caregiver.
4. Resources to facilitate optimum work processes and quality of services.
5. Participation in continual improvement of all work processes.
6. Provision of information and training to enable each Caregiver to understand and fulfil his or her obligations under this Agreement and to apply safe work practices.
7. Non requirement of Caregivers to perform duties outside their competence.
8. Provision of a regular cycle of appraisal and review of performance and developmental needs.
9. Involvement of Caregivers as participants in the general functioning of the workplace.

Each Caregiver—

1. Provision of an honest day's work in accordance with the relevant Position Description.
2. Positive participation in the desired organisational culture of the hospital.
3. Involvement in learning that will facilitate personal and professional growth and development.
4. Observance of appropriate safety and security regulations.
5. Observance of the hospital's policies and procedures.
6. Participation in a regular cycle of appraisal and review of performance and developmental needs.

ST JOHN OF GOD HOSPITAL SUBIACO (HSOA) CAREGIVER AGREEMENT 1997. No. AG 381 of 1997.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

St John of God Hospital
and

Hospital Salaried Officers Association of Western Australia
(Union of Workers).

No. AG 381 of 1997.

18 February 1998.

Order.

REGISTRATION OF AN INDUSTRIAL AGREEMENT
No. AG 381 of 1997.

HAVING heard Mr I. Oakley on behalf of the first named party and Ms A Kennedy on behalf of the second named party; and

WHEREAS an agreement has been presented to the Commission for registration as an Industrial Agreement; and

WHEREAS the Commission is satisfied that the aforementioned agreement complies with s.41A, s.49A and s.49B of the Industrial Relations Act, 1979;

NOW THEREFORE the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement titled the St John of God Hospital Subiaco (HSOA) Caregiver Agreement 1997, filed in the Commission on 24 December 1998 and as subsequently amended by the parties and lodged on 13 February 1998, signed by me for identification, be and is hereby registered as an Industrial Agreement.

[L.S.] (Sgd.) C.B. PARKS,
Commissioner.

AGREEMENT

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ST JOHN OF GOD HOSPITAL SUBIACO INC.

St John of God Hospital Subiaco Inc. is committed to the dignity and worth of each person. We believe that work is a major forum in which we express and develop our dignity and grow towards fullness in human living.

We believe that conditions of work must be such that each person has the freedom and resources needed for growth and development towards wholeness.

St John of God Hospital Subiaco Inc. is committed to the development and maintenance of an organisational culture that is person focused, committed to the Christian ministry of healing, and to the processes of Quality Caring.

St John of God Hospital Subiaco Inc. has an organisational culture that promotes, encourages and facilitates individual and organisational growth and development towards quality service provision. It allows for flexibility and mutuality in the arrangements of working conditions.

It is a culture that leads to greater job satisfaction and ever improving quality of patient care and services.

St John of God Hospital Subiaco Inc. will arrange conditions of employment, "Employment Relationships" in accordance with the following "Principles for Employment Relationships."

PRINCIPLES FOR EMPLOYMENT RELATIONSHIPS BASED ON FIDELITY TO OUR HERITAGE

1. Positive employment relationships are essential for the successful provision of health care. Recognition of the rights and duties of the hospital and each Caregiver are required for fairness and mutual accountability. [Justice]*

2. The work of all Caregivers is valued equally in the Mission and operation of the System. (This includes the work of those who provide direct patient care and those whose work enables these hands-on Caregivers to function effectively.) [Respect]*

3. Behaviours in the workplace must demonstrate respect for the basic orientation of the Mission, Philosophy and Cultural Values of the hospital. [Respect]*

4. In decisions related to clinical provision of health care, the expert knowledge and experienced judgements of health care professionals are acknowledged in their individual areas of competency as we work in collaboration with each other. [Respect, Justice, Excellence]*

5. The hospital recognises the different cultures and faith traditions of our Caregivers. It respects and values these differences and strives to learn from the richness of this diversity. [Hospitality, Respect]*

6. Opportunities for employment, career development and other pathways to growth are open to all people competent for the positions available throughout the hospital. [Hospitality, Compassion, Respect, Justice and Excellence]*

7. The hospital recognises the right of Caregivers to form associations to engage in collective actions, to negotiate various benefits for their members and to work for a better society. This does not exclude the Caregiver's right to choose individual negotiations when appropriate. [Respect, Justice]*

8. Decision making, planning and policy formation related to the work of Caregivers will be participative processes involving relevant stakeholders. Due processes are established to attend to grievances, injuries and other concerns. [Hospitality, Compassion, Respect, Justice and Excellence]*

9. Each Caregiver is expected to be committed to person centred care, to continual improvement of the quality of services and to the requirements of the hospital's Mission, Vision and Goals as described in their employment contracts. [Hospitality, Compassion, Respect, Justice and Excellence]*

10. Each Caregiver will be involved in ongoing learning. [Justice, Excellence]*

11. Caregivers are entitled to fair compensation for their work and they will share in the benefits of their work. [Hospitality, Justice, Excellence]*

12. Each Caregiver will contribute to quality patient care and to the common good of all by just and honest performance of the duties of their individual position. [Hospitality, Justice, Excellence]*

(* The Core Cultural Value(s) most relevant to each principle is noted in square brackets [].)

CAREGIVER EMPLOYMENT AGREEMENT

Involvement in this Agreement results in mutual commitment to the following—

St John of God Hospital Subiaco Inc.—

1. The provision of fair employment conditions.

2. Maintenance of safe working environments.
3. Opportunities for growth and development for each Caregiver.
4. Resources to facilitate optimum work processes and quality of services.
5. Participation in continual improvement of all work processes.
6. Provision of information and training to enable each Caregiver to understand and fulfil his or her obligations under this Agreement and to apply safe work practices.
7. Non requirement of Caregivers to perform duties outside their competence.
8. Provision of a regular cycle of appraisal and review of performance and developmental needs.
9. Involvement of Caregivers as participants in the general functioning of the workplace.

Each Caregiver—

1. Provision of an honest day's work in accordance with the relevant Position Description.
2. Positive participation in the desired organisational culture of the hospital.
3. Involvement in learning that will facilitate personal and professional growth and development.
4. Observance of appropriate safety and security regulations.
5. Observance of the hospital's policies and procedures.
6. Participation in a regular cycle of appraisal and review of performance and developmental needs.

1.—PARTIES

The parties to this Agreement shall be St John of God Hospital Subiaco Inc. ("the hospital") and the Hospital Salaried Officers' Association of Western Australia (Union of Workers).

2.—AREA AND SCOPE

(1) This Agreement shall apply to all clerical, technical, supervisory and administrative staff eligible for membership of the Hospital Salaried Officers' Association of Western Australia (Union of Workers), employed by the hospital throughout the State of Western Australia.

(2) Pursuant to s. 41(A)(1a) of the Industrial Relations Act 1979 (WA), it is estimated that 140 Caregivers will be bound by this Agreement upon registration.

3.—TERM

(1) The term of this Agreement shall be from the date of registration until 30 June 1999.

(2) The parties agree to commence negotiations on a replacement agreement four months prior to the expiry of this Agreement.

4.—REPLACEMENT

(1) This agreement cancels and replaces the *St John of God Hospital Subiaco (HSOA) Caregiver Agreement 1995* (AG 209 of 1995).

(2) This Agreement shall continue to operate until it is replaced by a new agreement.

(3) Provided that the parties may at any time agree to vary or cancel the Agreement in accordance with the provisions of the *Industrial Relations Act 1979* (WA).

(4) Notwithstanding the provisions outlined in this clause, it is the intention of the Hospital to undertake negotiations with all Operating Suite Caregivers with a view to developing an enterprise agreement (or agreements) dealing specifically with employment arrangements in the Operating Suites. Anaesthetic Technicians and Orthopaedic Technicians will be invited to participate in these negotiations which will commence early in 1998. Any subsequent agreement will replace or amend the terms and conditions of this agreement.

5.—INTERPRETATION

In this Agreement;

(1) "Accrued Time Off" means paid time off accruing to a Caregiver resulting from an entitlement to the 38 hour week;

(2) "Caregiver" means an employee of the hospital;

(3) "casual" means a Caregiver engaged on an hourly basis with no guarantee of continual or additional employment. A casual shall not be continuously rostered for a period exceeding 4 weeks;

(4) "fixed term contract" refers to a contract of employment in which a Caregiver is engaged for a specific project either for the duration of that project or for a specific period of time.

Nothing in this subclause shall restrict the right of the hospital or the Caregiver to terminate the engagement within the specified term in accordance with the provisions of Clause 8.—Separation.

(5) "ordinary rate" means the rate of pay prescribed in Clause 23.—Salaries of this Agreement.

(6) "ordinary time earnings" means the ordinary rate, over award payments and shift and weekend penalties.

(7) "part-time" refers to a permanent Caregiver with a guaranteed minimum number of hours (inclusive of holidays and leave) who is regularly employed to work less hours than those prescribed for full time Caregivers;

(8) "public holiday" means New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Anzac Day, Foundation Day, Queen's Birthday, Christmas Day and Boxing Day.

(9) "temporary" means a Caregiver engaged for a specific period not exceeding 12 months.

(10) (a) Where the provisions of this Agreement provide they may be varied by agreement between the hospital and the Caregiver, agreement shall not be deemed to have been reached unless freely entered into by both parties.

A Caregiver shall not be disadvantaged by withholding agreement provided that where a Caregiver withholds agreement to perform additional work at ordinary rates, the hospital shall be entitled to offer that work to another Caregiver.

(b) Where the hospital seeks such agreement with a Caregiver, that Caregiver shall be made aware of their right, and given reasonable opportunity, to contact and seek representation from a Union or, if they so elect, other representative.

(c) Any problem arising from the operation of this Agreement may be referred to the Single Bargaining Unit which shall endeavour to resolve the problem in accordance with Clause 45 of this Agreement.

6.—WORKPLACE AGREEMENTS

The hospital agrees to be bound by the provisions of this Agreement and as such commits, for the duration of this Agreement, not to enter into Workplace Agreements under the *Workplace Agreements Act 1993* with Caregivers who would otherwise fall within the scope of this Agreement.

7.—DUTIES

The Caregiver will be required to work in accordance with his/her duty statement and the hospital's policies and procedures. The hospital may direct the Caregiver to carry out such duties as are within the limits of the Caregiver's skill, competence or training provided that such duties are not designed to promote deskilling.

8.—SEPARATION

(1) Hospital Giving Notice

(a) The contract of service may be terminated by the hospital on any day by giving to the Caregiver the required period of notice in writing and the contract shall expire at the end of that period of notice.

(b) The required period of notice shall be—

| Caregiver's period of continuous service with the hospital | Period of notice |
|--|------------------|
| Not more than 3 years | 2 weeks |
| More than 3 years but not more than 5 years | 3 weeks |
| More than 5 years | 4 weeks |

The required period of notice is increased by one week if the Caregiver is over 45 years old and has completed at least 2 years continuous service with the hospital.

(c) Provided that the contract of service of a Caregiver engaged as a casual may be terminated by the hospital giving the Caregiver one hour's notice. Such notice need not be in writing.

(d) Payment in lieu of the required period of notice may be made by the hospital if the required notice is not given.

The hospital may terminate the contract of service by providing part of the required notice and payment in lieu of the balance.

(2) Caregiver Giving Notice

(a) The contract of service may be terminated on any day by the Caregiver giving to the hospital two weeks notice in writing and the contract shall expire at the end of that period of notice.

Where there is written agreement between the hospital and the Caregiver a longer period of notice up to and including four weeks may be required.

(b) Provided that the contract of service of a Caregiver engaged as a casual may be terminated by the Caregiver giving the hospital one hour's notice. Such notice need not be in writing.

(c) If a Caregiver fails to give the required notice or leaves during the notice period, the hospital may, at its discretion, deduct from any monies due to the Caregiver, an amount equal to ordinary time earnings for the period of notice not given.

(d) A Caregiver shall not be disadvantaged as a result of providing a longer period of notice than required by this clause.

(3) The Caregiver and the hospital may agree in writing upon a longer period of notice than prescribed in this clause.

(4) The required notice may be dispensed with by agreement in writing between the hospital and Caregiver.

(5) Nothing in this clause affects the hospital's right to dismiss a Caregiver without notice for serious misconduct which justifies instant dismissal.

Certificate of Service

(6) Where a Caregiver whose service terminates requests a certificate of service, a certificate signed by the hospital stating the name of the Caregiver, the period of service, whether the service was full time or part time and the classifications in this Agreement in which work has been carried out, shall be provided.

9.—PROBATION

The first three months of employment will be on a probationary basis during which time and notwithstanding the provision of Clause 8.—Separation either party may terminate the contract by giving one weeks notice in writing (one hour in the case of casuals) or payment or forfeiture in lieu thereof.

The hospital shall provide the Caregiver with an appraisal of his or her performance during the probationary period.

10.—TIME NOT WORKED

The Caregiver shall not be entitled to payment for any period of unauthorised absence.

11.—RIGHT OF TRANSFER

The Caregiver shall be required to comply with any reasonable request to transfer to another position or place of work with the employer, St John of God Hospital Subiaco (Inc.).

Relief

A Caregiver required to relieve away from his/her usual place of work shall be provided with transport, free of charge, from his/her home to work and return, or, be paid the car allowance provided in Clause 30 of this Agreement.

12.—CONFIDENTIALITY

Information relating to the hospital, its customers or activities may not be released or divulged by the Caregiver to a third party other than in the proper performance of the Caregiver's obligations under this Agreement.

This shall not prevent the Caregiver from seeking representation by an accredited official of his or her union.

13.—PART-TIME

(1) A Caregiver appointed part-time shall be guaranteed a minimum number of hours per fortnight.

(2) (a) A Caregiver appointed part-time shall be remunerated at a weekly rate pro rata to the rate prescribed for the class of work on which he/she is engaged only in the proportion which his/her ordinary weekly hours averaged over the qualifying period, bears to 40.

(b) A Caregiver appointed part-time shall be allowed annual leave, sick leave, bereavement leave and study leave in the same manner as full time Caregivers. Payment for such leave shall be in the same ratio as his/her ordinary weekly hours, averaged over the qualifying period, bears to 40.

(c) Provided that where a Caregiver appointed part-time is not in receipt of accrued time off the divisor shall be 38.

(3) A Caregiver appointed part-time may by agreement work additional hours at ordinary rates subject to the normal rostering parameters of a full time Caregiver and the provisions of this clause.

14.—CASUAL

(1) A casual shall be paid 1/40th of the base weekly rate prescribed in Clause 23—Salaries, for each hour worked, plus 25% additional loading.

(2) A casual shall not receive any of the leave entitlements prescribed in this agreement (long service leave excepted).

15.—TEMPORARY AND FIXED TERM APPOINTMENTS

A Caregiver appointed as a temporary or pursuant to a fixed term contract shall accrue and be paid the same benefits as a permanent Caregiver.

16.—HOURS

(1) A Caregiver shall have no fixed hours of duty provided that—

(a) The ordinary hours of work for a full-time Caregiver shall not exceed 2086 hours per annum (inclusive of holidays and leave).

(b) The ordinary hours of work for a part-time Caregiver shall average not less than the minimum weekly number of hours which that Caregiver has been guaranteed.

Such hours shall be averaged over a 12 month period and shall not exceed 2086 hours per annum (inclusive of holidays and leave).

(d) The ordinary hours of work for a Caregiver who does not accrue time off in accordance with Clause 22—Accrued Time Off shall not exceed 1982 hours per annum (inclusive of holidays and leave).

(2) Ordinary hours may be worked over any day of the week, Monday to Sunday inclusive, and shall be arranged by the hospital to meet its needs.

(3) Ordinary hours may not be rostered over more than 8 consecutive days other than by agreement between the Caregiver and the hospital.

(4) (a) Subject to paragraph (b) hereof ordinary hours shall not be worked over more than 10 days in a fortnight.

(b) Ordinary hours may be worked on more than 10 days in a fortnight where a Caregiver is in debit in accordance with Clause 18 -Annualised Hours.

Where a Caregiver is required to work ordinary hours on more than 10 days in a fortnight in accordance with the provisions of this clause the Caregiver shall be credited with (and any debit shall be reduced by) two hours for every one ordinary hour worked.

(c) Where practicable, or otherwise by agreement between the Caregiver and the hospital, days off duty shall be taken in pairs.

(5) A Caregiver shall not be rostered to work more than 10 ordinary hours in any shift.

This may be extended to 12 ordinary hours by agreement between the Caregiver and the hospital.

(6) Broken shifts shall not be rostered but may be worked where a Caregiver is called in to work at short notice either by agreement or as a result of being placed on call.

(7) The roster shall in each case provide for a 10 hour break between shifts. Provided that this shall not apply where a Caregiver agrees to work additional hours at short notice.

(8) A Caregiver shall not be rostered to work a shift of less than 3 hours duration.

(9) Ordinary hours shall not exceed 96 in any fortnight.

17.—OVERTIME

(1) Time worked in excess of 10 hours a shift (12 where there is agreement between the hospital and the Caregiver), 96 hours a fortnight or 2086 hours per annum shall be deemed overtime and shall be paid for at double time.

(2) In the case of a Caregiver who does not accrue time off in accordance with Clause 22—Accrued Time Off, time worked in excess of 10 hours a shift (12 where there is agreement between the hospital and the Caregiver), 96 hours a fortnight or 1982 hours per annum shall be deemed overtime and shall be paid for at double time.

(3) Time worked in excess of 10 days a fortnight shall, subject to clause 16(4)(b), be deemed overtime and shall be paid for at double time.

(4) A Caregiver may be required to work reasonable overtime.

(5) By agreement with the hospital a Caregiver may elect to be credited with banked hours in lieu of payment for overtime in which case the Caregiver shall be credited with an equivalent number of hours to the payment which would otherwise be payable.

18.—ANNUALISED HOURS

Introduction

(1) Full time and part-time Caregivers shall have no fixed hours of work but, subject to this Agreement, shall be guaranteed payment for a specified number of ordinary hours in each fortnight averaged over a 12 month period. Caregivers may thereafter be rostered on or off in accordance with their requirements and the requirements of the hospital.

Where in any given fortnight a Caregiver is not required to work the number of ordinary hours for which payment has been guaranteed the shortfall shall be recorded and, subject to the shortfall being offset against any accumulated surplus, that Caregiver shall be said to be in **debit** to the hospital. The Caregiver shall continue to be paid in accordance with Clause 24 hereof as if he/she had worked those hours.

Where in any given fortnight a Caregiver is required to work for more than the number of ordinary hours for which payment has been guaranteed the additional hours or surplus shall be recorded and, subject to the surplus being used to offset any accumulated debit and the provisions of Clause 17 -Overtime, that Caregiver shall be said to be in **credit**.

Part-time Caregivers

(2) (a) A part-time Caregiver who works additional ordinary hours shall, subject to the provisions of paragraph (c), bank those additional hours.

(b) Once a part-time Caregiver banks 8 hours in accordance with paragraph (a), he/she shall elect whether to—

- (i) be paid out in each fortnightly pay period for any additional hours in excess of the 8 banked hours; or
- (ii) continue to bank additional hours.

The Caregiver must advise the hospital whether he/she wishes to be paid out, or to bank, the additional hours prior to completing the shift.

(c) Where a part-time Caregiver is in debit as a result of the operation of annualised hours, he/she shall not accrue banked hours until the debit is cleared.

Balance at End of Accruing Year

(3) A Caregiver who at the end of an accruing year has banked hours to his/her credit shall be paid for those hours at—

- (a) double time; or
- (b) in the case of a part-time Caregiver where the total number of hours worked does not exceed 2086 (1982 where the Caregiver is not in receipt of accrued time off) at ordinary rates.

(4) Provided that by agreement with the hospital, the Caregiver may elect to roll those credits over into the

subsequent accruing year in which case the Caregiver shall be credited with an equivalent number of hours to the payment which would otherwise be payable.

(5) Where a Caregiver is in debit at the end of his/her year of service—

- (a) the debit shall be cancelled; and in addition
- (b) if the Caregiver is otherwise in receipt of accrued time off in accordance with Clause 22—Accrued Time Off, he/she shall be credited with accrued time off at the rate of .05 of an hour for each hour of the debit.

(6) The minimum number of hours which under this Agreement each such Caregiver shall be guaranteed in the remainder of his/her current year of service shall be prorated in the ratio which that remainder, as at the date of this Agreement, bears to a full year of service.

19.—ON CALL

(1) For the purposes of this Agreement a Caregiver is on call when he or she is required by the hospital to remain at such a place as will enable the employer to readily contact him or her during the hours for which he or she has been placed on call. A Caregiver is also on call when required to carry a mobile telephone or beeper and to remain within a specified radius of the hospital.

(2) (a) A Caregiver shall be paid an hourly allowance of \$2.45. Provided that payment in accordance with this paragraph shall not be made with respect to any period for which payment is otherwise made in accordance with the provisions of this Agreement when the Caregiver is recalled to work.

(b) Where the hospital supplies the Caregiver with a mobile telephone or beeper, the Caregiver shall be paid 75% of the rate prescribed in paragraph (a).

Minimum Call Out

(3) A Caregiver who is called out to work when on call shall be paid at time and a half for the first two hours and double time thereafter. Provided that a Caregiver who is called out to work on a public holiday shall be paid at double time and a half. Time worked as a result of a call out (when on call) shall be deemed overtime.

(4) A Caregiver who is called out to work shall be paid a minimum of two hours provided that if the Caregiver is called out within two hours of starting work on a previous call he/she shall not be entitled to any further payment for the time worked within that period of two hours.

(5) If a Caregiver is recalled to work he/she shall be provided with transport, free of charge, from his/her home to the place of employment and return, or, be paid the car allowance provided in Clause 30 of this Agreement.

20.—ROSTERS

(1) A roster of working hours shall be posted in a convenient place where it can be readily seen by each Caregiver concerned.

(2) The roster shall be open for inspection by an accredited representative of the Union at all reasonable times.

(3) The roster shall be posted at least 7 days before it comes into operation.

(4) (a) The roster may be altered at the hospital's discretion if the hospital's requirements render such alteration necessary provided that—

- (i) a Caregiver is entitled to 48 hours notice of a requirement to come in to work;
- (ii) a Caregiver is entitled to 12 hours notice where a shift is cancelled or varied;

The notice referred to in this paragraph may be dispensed with by agreement between the Caregiver and the hospital.

(b) A Caregiver who has commenced a shift is entitled to complete that shift unless otherwise agreed between the Caregiver and the hospital.

(c) A Caregiver who has not received 12 hours notice of a requirement to work cannot be required to work additional hours at ordinary rates. Where additional hours are offered, without the provision of 12 hours notice—

- (i) the Caregiver may agree to work those additional hours at ordinary rates in which case the hours shall either be—

- (1) banked;

- (2) used to offset any debit; or
- (3) in the case of a part-time employee who elects to be paid for those hours, paid at ordinary rates in accordance with the provisions of Clause 18(2) of this Agreement.
- (ii) the Caregiver may decline to work those additional hours; or
- (iii) the Caregiver may, if he/she is not in debit in accordance with the provisions of Clause 18 of this Agreement, offer to work the additional hours at time and a half for the first two hours and double time thereafter, in which case the hospital shall be free to withdraw the offer.

21.—MEAL AND MEAL HOURS

(1) (a) Meal breaks shall be a minimum of 30 minutes and a maximum of one hour other than by agreement and subject to subclause (2) of this clause shall not be counted as time worked.

(b) The Caregiver shall not be required to work for more than 6 hours consecutively without a meal break.

(2) Where a Caregiver on afternoon or night shift is required to be on duty or available but not working during her/his meal break, the Caregiver shall be paid at ordinary rates. Provided that the time shall not be counted as time worked for the purposes of Clause 17.—Overtime.

(3) Where a Caregiver is required by the Hospital to work through her/his meal break she/he shall be paid time and one half for that time worked. Provided that the time shall not be counted as time worked for the purposes of Clause 17.—Overtime.

(4) One fifteen or two seven minute tea breaks shall be allowed during each shift and shall be taken when convenient to the hospital without deduction of pay for such time.

(5) A Caregiver who has not been notified the previous day or earlier that he or she is required to attend work at a time when a meal is usually taken shall be provided with such a meal.

22.—ACCRUED TIME OFF

(1) Entitlement

(a) A Caregiver (other than a casual) shall accrue an entitlement to time off at the rate of .05 of an hour for each ordinary hour worked to a maximum of 12 days (96 hours) off in each 12 month period.

(b) A Caregiver shall not accrue an entitlement to time off during—
the first 4 weeks of annual leave;
long service leave;
any period of unpaid leave;
or any absence on workers compensation leave in excess of one calendar month.

Accrual shall continue during any other period of leave (including any additional annual leave) prescribed by this Agreement.

(2) Taking Accrued Time Off

Where the Caregiver has accrued a sufficient entitlement, the accrued time off may be taken—

- (a) in a minimum period of one week made up of 5 consecutive accrued days off in conjunction with a period of annual leave or at a time mutually acceptable to the Caregiver and the hospital; or
- (b) as single day absences at a time suitable to the hospital and subject to 48 hours notice given to the Caregiver; or
- (c) at the request of the Caregiver, and by agreement with the hospital, in periods of less than one day; or
- (d) at any other time agreed between the Caregiver and the hospital provided that the hospital shall allow the time off to be taken in the 12 months following the year of accrual.

(3) In addition to the foregoing and notwithstanding any other provision of this Agreement, a Caregiver who has accrued a sufficient entitlement may elect to utilise his/her accrued time off to avoid going into debit in accordance with the provisions of Clause 18—Annualised Hours.

(4) Rate of Pay

Accrued Time Off shall be paid at the ordinary rate.

(5) Termination

A Caregiver who at the time of termination has accrued time off to his/her credit shall be paid for those hours at ordinary rates.

(6) Pay Out of Entitlements

- (a) When a Caregiver proceeds on parental leave, the hospital may pay the Caregiver for any accrued time off then standing to his/her credit.
- (b) A Caregiver may at any time, by agreement in writing with the hospital, be paid for some or all of the accrued time off standing to his/her credit in lieu of taking the time off.

A Caregiver shall not otherwise be paid for accrued time off without actually taking the time off.

(7) A Caregiver may be paid a rate of pay using a divisor of 38 hours per week in lieu of the provisions of this clause—

- (a) where the Caregiver is guaranteed no more than 16 hours or two shifts (each of 10 hours duration) per week; or
- (b) at the request of the Caregiver and by agreement with the hospital. Provided that the Caregiver may withdraw his/her agreement by providing two weeks notice in writing.

23.—SALARIES

(1) The base weekly rate payable to Caregivers under this Agreement and the conditions pertaining to appointment and progression are prescribed in Schedules A and B.

(2) An adult Caregiver shall be entitled to payment of the rates prescribed in Schedule B.

(3) Subject to subclause 22(7) of this Agreement, the hourly rate for a Caregiver shall be calculated by dividing the weekly rate by 40.

24.—PAYMENT OF WAGES

(1) A full time Caregiver shall be paid in each fortnightly pay period—

- (a) (i) as for 80 ordinary hours (irrespective of the number of ordinary hours actually worked); or
- (ii) where the Caregiver does not accrue time off in accordance with Clause 22—Accrued Time Off—as for 76 ordinary hours (irrespective of the number of ordinary hours actually worked);
- (b) for any overtime worked; and
- (c) any penalty payments and allowances arising from work actually performed in that pay period.

(2) A Caregiver appointed part-time shall be paid in each fortnightly pay period—

- (a) as for his/her guaranteed ordinary hours (irrespective of the number of ordinary hours actually worked);
- (b) for any additional hours worked in the pay period in accordance with subclause 13(3) of this Agreement;
- (c) for any overtime worked; and
- (d) any penalty payments and allowances arising from work actually performed in that pay period.

(3) A Caregiver appointed on a casual basis shall be paid in each fortnightly pay period on the basis of the number of hours actually worked.

(4) Wages shall be paid fortnightly by electronic funds transfer into one or two accounts nominated by the Caregiver held at any major bank, building society or credit union.

Any costs associated with the establishment by the Caregiver of such an account and of the operation of it shall be borne by the Caregiver.

(5) Where payment is not made within the nominated time the hospital shall make every reasonable endeavour to rectify the matter without further delay. Where the problem is within the control of the hospital it shall be rectified within 24 hours.

(6) Each Caregiver shall be provided with a pay advice slip on each day that wages are paid. The pay advice slip shall detail—

- (a) the rate of wage;
- (b) the hours worked including overtime;
- (c) the number of ordinary hours for which payment has been made;
- (d) the total number of hours if any which the Caregiver is in credit or debit;
- (e) the gross wage;
- (f) the net wage;
- (g) the hospital funded superannuation component;
- (h) any allowances paid;
- (i) any deductions made including details of any salary sacrifice;
- (j) the amount of accrued time off and annual leave;
- (k) the composition of any annual leave payment;
- (l) the composition of any termination payment.

Termination Payment

(7) Upon termination of employment, the hospital shall pay to the Caregiver all monies earned by or payable to the Caregiver before the Caregiver leaves the hospital or the same shall be forwarded to the Caregiver by post on the next working day following termination. Provided that—

- (a) Where the employment is terminated without notice in accordance with Clause 8.—Separation of this Agreement the hospital shall, as soon as reasonably possible, forward by post all monies earned by or payable to the Caregiver;
- (b) By agreement the monies earned by or payable to the Caregiver may be paid by electronic funds transfer into the Caregiver's account(s).

25.—CAREGIVER IN CREDIT OR DEBIT ON TERMINATION

(1) A Caregiver who at the time of termination has banked hours to his/her credit shall be paid for those hours at ordinary rates.

(2) A Caregiver who at the time of termination is in debit shall have the monies otherwise payable on termination reduced by an amount equivalent to payment at ordinary rates for the number of hours in respect of which the Caregiver is in debit.

Provided that—

- (a) the number of hours for which a deduction is made shall not exceed 20 or 1.2 times the Caregiver's guaranteed weekly hours (to a maximum of 48), whichever is the greater;
- (b) Caregiver Giving Notice
 - (i) A Caregiver who gives written notice of termination shall be given the opportunity of working additional hours during the notice period to enable the Caregiver to reduce the debit prior to termination.
 - (ii) In such a case the hospital shall offer the Caregiver a minimum of 8 additional hours in each week of the notice period.
 - (iii) Subject to its requirements, the hospital may offer the Caregiver further additional hours within the parameters for working ordinary hours prescribed in this Agreement.
 - (iv) Any additional hours worked during the notice period shall reduce the maximum number of hours for which a deduction may be made in accordance with paragraph (a) hereof.
 - (v) For the purposes of this paragraph the Caregiver may provide a longer period of notice than required by Clause 8.—Separation of this Agreement;
- (c) Hospital Giving Notice
 - (i) A Caregiver who is given notice of termination by the hospital may be required to work additional ordinary hours during the notice

period to enable the Caregiver to reduce the debit prior to termination.

- (ii) This requirement shall be subject to the parameters for working ordinary hours prescribed by this Agreement.
 - (iii) Any additional hours worked during the notice period shall reduce the maximum number of hours for which a deduction may be made in accordance with paragraph (a) hereof.
 - (iv) Where the hospital fails to provide the Caregiver with such additional hours as will completely offset the maximum number of hours for which a deduction may be made in accordance with paragraph (a) hereof, no deduction shall be made.
 - (v) For the purposes of this paragraph the hospital may provide a longer period of notice than required by Clause 8.—Separation of this Agreement;
- (d) No deduction shall be made where—
- (i) a Caregiver's employment is terminated by the hospital with payment in lieu of notice; or
 - (ii) where a Caregiver's employment has been terminated by the hospital on the grounds of redundancy in accordance with Clause 40.—Introduction of Change and Redundancy; or
 - (iii) where the required notice period has been dispensed with by agreement in writing between the hospital and the Caregiver.

26.—SHIFT WORK

(1) (a) The loading on the ordinary rates of pay for a Caregiver who works an afternoon shift commencing not earlier than 12.00 noon and finishing after 6.00 pm on weekdays shall be 15%.

(b) The provisions of paragraph (a) of this subclause do not apply to a Caregiver who on any weekday commences his/her ordinary hours of work after 12.00 noon and completes those hours at or before 6.00 pm on that day.

(c) The loading on ordinary rates of pay for a Caregiver who works a shift between the hours of 6.00 pm and 7.30 am on a weekday shall be 15%.

(d) Provided that where a shift is extended or shortened at less than 12 hours notice the shift penalty rate paid in respect of any ordinary hours worked on that shift shall be the penalty rate which would have applied had the start and/or finish time not been varied.

(2) (a) A Caregiver rostered to work ordinary hours between midnight Friday and midnight on the following Saturday shall be paid a loading of 50% on actual hours worked during this period.

(b) A Caregiver rostered to work ordinary hours between midnight Saturday and midnight on the following Sunday shall be paid a loading of 75% on actual hours worked during this period.

(3) Where a Caregiver works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause.

(4) Where the ordinary hours of work span 12.00 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculation for each part of the shift according to the rate applicable for additional payment for shift work and work during the weekend as the case may be.

27.—CALCULATION OF PENALTIES

Where the Caregiver works hours which would entitle him or her to payment of more than one of the penalties payable in accordance with the overtime, shift and weekend penalties, or public holiday provisions of this Agreement, only the highest of any such penalty shall be payable. In the case of casuals any such penalty shall be in addition to the casual loading.

28.—HIGHER DUTIES

(1) A Caregiver who is capable of performing and does perform all duties of a position which attracts a higher rate of pay

than that which he or she usually performs shall be entitled to the higher rate whilst so engaged.

(2) When a Caregiver performs some, but not all, of the duties of the position a rate of pay less than the rate the position normally attracts can be paid on agreement between the hospital and Caregiver.

(3) Provided that payment for higher duties shall not apply to a Caregiver required to act in another position while the incumbent is taking accrued time off for a single day or less in accordance with Clause 22.—Accrued Time Off of this Agreement.

29.—LAUNDRY AND UNIFORMS

(1) (a) Where the hospital requires a uniform to be worn, an adequate supply of such uniforms shall be provided free of cost to the Caregiver on engagement.

(b) Thereafter uniforms will be replaced on an 'as required' basis provided that—

- (i) no uniform shall be replaced within 18 months of the date of issue;
- (ii) the Caregiver when a new uniform is issued shall be required to return the replaced uniform.

(c) Uniforms provided by the hospital shall at all times remain the property of the hospital and must be returned to the hospital on termination.

A failure to return hospital uniforms may lead to a delay in the processing of any termination payment and to the hospital deducting the cost of the uniforms from any monies owing to the Caregiver.

(d) Uniforms shall not be worn other than in the course of, and in travelling to and from, employment.

(2) The cost of laundering uniforms shall be met by the Caregiver. The additional payment prescribed in Schedule A of this Agreement includes an amount to compensate for this requirement.

Provided that where the hospital specifies that a particular item shall be drycleaned the hospital shall make a drycleaning service available at no cost to the Caregiver.

(3) Caregivers shall be responsible for the provision of appropriate clean and tidy footwear.

(4) Nothing in this clause shall prevent the hospital and the Caregiver making other arrangements as to laundry and uniforms not less favourable to the Caregiver.

(5) The provisions of this clause shall not detract from the hospital's obligation pursuant to section 19 of the *Occupational Health Safety and Welfare Act 1984-1987* to provide Caregivers with adequate personal protective clothing and equipment where it is not practicable to avoid the presence of hazards at the workplace.

30.—FARES AND MOTOR VEHICLE ALLOWANCE

(1) A Caregiver required to work outside the hospital during his or her normal working hours shall be paid any reasonable travelling and accommodation expenses incurred provided that travelling expenses shall not be paid where an allowance is paid in accordance with subclause (2) hereof.

(2) A Caregiver required and authorised to use his or her own motor vehicle in the course of his duties shall be paid an allowance of not less than 49.1 cents per kilometre.

(3) The rate prescribed in subclause (2) shall be reviewed whenever this Agreement is renewed or replaced.

(4) Nothing in this clause shall prevent the hospital and the Caregiver making other arrangements as to car allowance not less favourable to the Caregiver.

31.—SUPERANNUATION

(1) The hospital shall contribute on behalf of the Caregiver in accordance with the requirements of the *Superannuation Guarantee (Administration) Act 1992*.

(2) The hospital shall initially contribute an amount equal to 6% of the Caregiver's ordinary time earnings and shall thereafter increase the level of contribution in accordance with the provisions of the *Superannuation Guarantee (Administration) Act 1992*.

(3) Contributions shall at the option of the Caregiver be paid into either—

- (a) the Health Employees' Superannuation Trust Australia (HESTA) fund;
- (b) the National Catholic fund; or
- (c) the Private Hospital Employees Superannuation Fund.

(4) Contributions into the nominated fund shall be paid monthly.

(5) Contributions shall continue to be paid on behalf of a Caregiver in receipt of payments under the Workers Compensation and Rehabilitation Act.

(6) (a) A Caregiver may elect in writing to receive a superannuation benefit in lieu of part of the salary to which he or she is otherwise entitled under this Agreement.

(b) A Caregiver may not sacrifice more than 10% of salary.

(c) This arrangement shall remain in force until terminated by mutual agreement or by either the hospital or the Caregiver providing one calendar month's notice.

32.—ANNUAL LEAVE

Entitlement

(1) (a) Each Caregiver shall after the completion of each 12 months continuous service be entitled to four consecutive weeks annual leave.

(b) The entitlement accrues *pro rata* based on completed weeks of service.

(c) In paragraph (a), "service" shall not include any period of unpaid leave other than the first 3 months of unpaid sick leave and the first month of workers' compensation leave.

Rate of Pay

(2) (a) The Caregiver shall be paid for any period of annual leave prescribed in this clause at the ordinary rate of wage the Caregiver would have received as his or her payment at the time of taking the leave and, in addition, any shift and weekend penalties which the Caregiver would have received had the Caregiver not proceeded on annual leave.

Provided that a Caregiver on higher duties for a period of four consecutive weeks or less at the time of taking the leave shall be paid at the ordinary rate of wage the Caregiver would have received had he/she not been on higher duties.

(b) Where it is not possible to calculate the shift and weekend penalties the Caregiver would have received, the Caregiver shall be paid at the rate of the average of such payments made each week over the four weeks prior to taking the leave.

(c) Provided that the Caregiver when proceeding on any period of annual leave prescribed in this clause shall not be paid less than the sum of—

- (i) the Caregiver's ordinary rate of wage for the period (ie excluding shift and weekend penalties); and
- (ii) a loading of 17.5%.

Timing of Payment

(3) The Caregiver is to be paid for a period of annual leave at the time payment is made in the normal course of employment, unless the Caregiver requests in writing that he or she be paid before the period of leave commences in which case the Caregiver is to be so paid.

Provided that, where annual leave is paid in advance, payment for time worked may be adjusted in the fortnightly pay period following the period of annual leave.

Termination

(4) If a Caregiver's employment terminates, the Caregiver shall be paid a *pro rata* entitlement (at the rate prescribed by subclause (2) hereof) in respect of each completed week of service for which annual leave has not already been taken. Provided that—

- (a) Leave loading shall not apply to *pro rata* leave on termination but shall apply (in accordance with subclause (2) hereof) to leave resulting from a completed year of service.
- (b) Caregivers to whom subclause (8) hereof applies shall be paid for such additional days leave as have accrued under that subclause at the date of termination.

Taking Annual Leave

(5) (a) The Caregiver may, with the approval of the hospital, be allowed to take the annual leave prescribed by this clause before the completion of twelve month's continuous service.

(b) The annual leave prescribed in this clause may be split into portions by mutual agreement between the hospital and the Caregiver.

(c) When the Caregiver requests that the annual leave be split into portions the hospital shall make every reasonable endeavour to accommodate the wishes of the Caregiver.

(d) Where the hospital and Caregiver have not agreed when the Caregiver is to take annual leave—

- (i) the hospital shall allow the leave to be taken in the 12 months following the year of accrual; and
- (ii) the hospital shall give the Caregiver at least 2 weeks notice of the period of time when it will be convenient to the hospital for the Caregiver to take the leave.

Compaction

(6) A Caregiver who during a qualifying period towards an entitlement of annual leave was employed continuously on both a full-time and part-time basis, or a part-time basis only, may elect to take a lesser period of annual leave calculated by converting the part-time service to equivalent full-time service.

Such election is to be made in writing by the Caregiver and approved by the hospital.

Public Holiday Occurring During Annual Leave

(7) A Caregiver shall be entitled to a day's leave in lieu of a public holiday, without deduction of pay, in respect of a public holiday which occurs during the Caregivers' annual leave.

Shift Work

(8) A Caregiver rostered to work ordinary hours on Sundays and/or public holidays shall be entitled to additional annual leave as follows—

- (a) if 35 ordinary shifts on such days have been worked—one week.
- (b) if less than 35 ordinary shifts on such days have been worked the Caregiver shall be entitled to have one additional day's leave (to a maximum of five days) for each seven ordinary shifts so worked.

33.—PUBLIC HOLIDAYS

(1) A Caregiver not required to work on a day solely because that day is a public holiday or day observed in lieu thereof, shall be entitled to leave for the number of hours which he or she would otherwise be rostered to work on that day without deduction of pay.

(2) Where the Caregiver is rostered to work on a public holiday or day observed in lieu thereof, he or she shall be entitled to ordinary rates of pay and a loading of 50% for the actual time worked together with an equivalent period of time off to be taken at a time convenient to the hospital.

Provided that the Caregiver may elect in writing to receive, in lieu of the above, ordinary rates of pay and a loading of 150% for the actual time worked on the holiday.

(3) When a public holiday falls on a day on which a Caregiver is rostered off duty and the Caregiver has not been required to work on that day, the Caregiver shall be entitled to an additional day's pay at ordinary rates or, where there is agreement between the hospital and the Caregiver, to observe that public holiday, paid at the ordinary rate, at a mutually acceptable time.

This subclause shall not apply where the holiday falls on a day of the week on which the Caregiver would not normally be rostered to work.

Day Observed in Lieu of Public Holiday

(4) Where a public holiday 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 Monday, such holiday shall be observed on the next succeeding Tuesday. Provided that—

- (a) a day observed in lieu of the holiday may be appointed by proclamation published in the *Gazette* under the *Public and Bank Holidays Act 1972*;

- (b) another day may be observed in lieu of the holiday by agreement between the Caregiver and the hospital.

(5) A Caregiver cannot be rostered off on a public holiday by utilising the provisions of Clause 18—Annualised Hours.

34.—SICK LEAVE

(1) A Caregiver appointed full time shall accrue 80 hours paid sick leave per annum (or 76 hours where the Caregiver is not in receipt of accrued time off).

(2) The entitlement shall accrue pro rata on a weekly basis.

(3) A Caregiver who is unable to attend or remain at work on the grounds of personal ill health or injury or on account of the illness or injury of a family member residing with the Caregiver, is entitled to be paid at ordinary rates for the period of the absence up to and including the number of hours which the Caregiver was rostered to work on that day. Provided that—

- (a) subject to subclause (4) hereof, the payment shall not exceed payment for 80 hours per annum (or 76 hours where the Caregiver is not in receipt of accrued time off); and
- (b) where such payment exceeds the Caregiver's accrued entitlement, the excess may be offset against any future accrual or against monies otherwise payable to the Caregiver at the point of separation;

(4) Unused portions of sick leave entitlement shall accumulate from year to year and may be taken in any subsequent year.

(5) Notwithstanding any of the provisions of this clause payment for sick leave taken on account of the illness or injury of a family member residing with the Caregiver shall not exceed payment for 40 hours in any one year of service (or 38 hours where the Caregiver is not in receipt of accrued time off).

(6) A Caregiver shall advise the hospital as soon as reasonably practicable and if possible prior to the commencement of the shift of, the inability to attend work, the nature of illness or injury and the estimated duration of absence.

(7) (a) A Caregiver shall be required to provide a medical certificate for any absence of two days or more.

(b) After two absences in any year of service the hospital may request in writing that the next and subsequent absences in that year, if any, shall be accompanied by a medical certificate.

(c) The provisions of this subclause shall apply whether the Caregiver claims payment for sick leave on account of personal ill health or injury or the illness or injury of a family member residing with the Caregiver.

(8) A Caregiver who suffers personal ill health or injury whilst on annual leave may be paid sick leave in lieu of annual leave subject to

(a) providing a medical certificate stating the illness or injury necessitated confinement to home or hospital for seven consecutive days or more.

(b) the portion of annual leave coinciding with the paid sick leave is to be taken at a time agreed by hospital and Caregiver or shall be added to the next period of annual leave.

(c) Payment for replaced annual leave shall be at the rate of wage applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in Clause 32—Annual Leave shall be deemed to have been paid with respect to the replaced annual leave.

(9) Paid leave may be withheld if the illness or injury is the result of the Caregiver's own misconduct.

(10) Where a Caregiver receives payment under this clause and subsequently receives payments in respect of the same period under the *Workers Compensation and Rehabilitation Act 1981*, the Caregiver shall reimburse to the hospital the payments made under this clause and the hospital shall reinstate the Caregiver's sick leave or other entitlements accordingly.

35.—LONG SERVICE LEAVE

(1) The long service leave provisions published in Volume 73 of the Western Australian Industrial Gazette at pages 1 to 4 inclusive as updated from time to time, are hereby incorporated in and shall be deemed to be part of this Agreement,

providing that long service leave shall not accrue on workers' compensation leave in excess of one month.

(2) Provided that the leave to which an employee shall be entitled or deemed to be entitled shall be as provided in this clause—

Where an employee has completed at least 10 years' service the amount of leave shall be—

- (a) in respect of 10 years service so completed—eight and two thirds weeks leave;
- (b) in respect of the next 5 years service completed after such 10 years—four and one thirds weeks leave;
- (c) in respect of each 10 years service completed after such 15 years—eight and two thirds weeks leave;
- (d) on the termination of the employee's employment—
 - (i) on his/her death;
 - (ii) in circumstances otherwise than by the employer for serious misconduct;

in respect of the number of years' service with the employer completed since he/she last became entitled to an amount of long service leave, a proportionate amount on the basis of eight and two thirds weeks leave for 10 years service.

(3) 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 hospital and the employee.

(4) On agreement between the hospital and Caregiver, a part time Caregiver or a Caregiver whose ordinary hours have changed from part time to full time may take his or her long service leave entitlement as a reduced period of full time equivalent time off. Such agreement shall not be unreasonably withheld by the hospital.

36.—PARENTAL LEAVE

(1) Interpretation

In this Clause—

“**adoption**”, in relation to a child, is a reference to a child who—

- (a) is not the natural child or the step-child of the Caregiver or the Caregiver's spouse;
- (b) is less than 5 years of age; and
- (c) has not lived continuously with the Caregiver for 6 months or longer;

“**continuous service**” means service under an unbroken contract of employment and includes:

- (a) any period of parental leave; and
- (b) any period of authorised leave or absence.

“**expected date of birth**” means the day certified by a medical practitioner to be the day on which the medical practitioner expects the Caregiver or the Caregiver's spouse, as the case may be, to give birth to a child;

“**parental leave**” means leave provided for by subclause (2) of this clause;

“**spouse**” includes a *de facto* spouse.

(2) Entitlement to parental leave

- (a) Subject to this subclause and to subclauses (3) and (4) hereof, a Caregiver, other than a casual Caregiver, is entitled to take up to 52 consecutive weeks of unpaid leave in respect of—
 - (i) the birth of a child to the Caregiver or the Caregiver's spouse; or
 - (ii) the placement of a child with the Caregiver with a view to the adoption of the child by the Caregiver.
- (b) A Caregiver is not entitled to take parental leave unless he or she—
 - (i) has, before the expected date of birth or placement, completed at least 12 months' continuous service with the hospital; and
 - (ii) has given the hospital at least 10 weeks' written notice of his or her intention to take the leave;

- (iii) has notified the hospital of the dates on which he or she wishes to start and finish the leave.

A Caregiver shall not be in breach of this Clause as a consequence of failure to give the required notice if such failure is occasioned by the confinement occurring earlier than the expected date.

- (c) A Caregiver is not entitled to take parental leave at the same time as the Caregiver's spouse but this subsection does not apply to—
 - (i) one week's parental leave taken by the male parent immediately after the birth of the child; or
 - (ii) three week's parental leave taken by the Caregiver and the Caregiver's spouse immediately after a child has been placed with them with a view to their adoption of the child.
- (d) The entitlement to parental leave is reduced by any period of parental leave taken by the Caregiver's spouse in relation to the same child, except the period of one week's leave referred to in paragraph (c)(i).

(3) Certification

- (a) A Caregiver who has given notice of his or her intention to take parental leave, other than for adoption, is to provide to the hospital a certificate from a medical practitioner stating that the Caregiver or the Caregiver's spouse, as the case may be, is pregnant and the expected date of birth.
- (b) A Caregiver who has given notice of his or her intention to take parental leave for adoption, is to provide to the hospital—
 - (i) a statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the Caregiver for adoption purposes; or
 - (ii) a statement from the appropriate government authority confirming that the Caregiver is to have custody of the child pending an application for an adoption order.

(4) Notice of spouse's parental leave

- (a) A Caregiver who has given notice of his or her intention to take parental leave or who is actually taking parental leave is to notify the hospital of particulars of any period of parental leave taken or to be taken by the Caregiver's spouse in relation to the same child.
- (b) Any notice given under paragraph (a) is to be supported by a statutory declaration by the Caregiver as to the truth of the particulars notified.

(5) Transfer to a safe job

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

If the transfer to a safe job is not practicable, the Caregiver may, or the hospital may require the Caregiver to, take leave for such period as is certified necessary by a duly qualified medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (10), (11), (12) and (13) hereof.

(6) Maternity leave to start 6 weeks before birth

A female Caregiver who has given notice of her intention to take parental leave, other than for an adoption, is to start the leave 6 weeks before the expected date of birth unless in respect of any period closer to the expected date of birth a medical practitioner has certified that the Caregiver is fit to work.

(7) Variation of Period of Parental Leave

- (a) Provided the aggregate of any leave (including leave taken pursuant to subclauses (5) and (9)) does not

exceed the period to which the Caregiver is entitled under subclause (2) hereof—

- (i) the period of parental leave may be lengthened once only by the Caregiver giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;
 - (ii) the period may be further lengthened by agreement between the Caregiver and the hospital.
- (b) The period of parental leave may, with the consent of the hospital, be shortened by the Caregiver giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.
- (8) Cancellation of Parental Leave—**
- (a) Parental leave, other than adoption leave, applied for but not commenced, shall be cancelled when the pregnancy of the Caregiver or the Caregiver's spouse terminates other than by the birth of a living child.
 - (b) Where the pregnancy of a Caregiver on maternity leave terminates other than by the birth of a living child, it shall be the right of the Caregiver to resume work at a time nominated by the hospital which shall not exceed four weeks from the date of notice in writing by the Caregiver to the hospital that she desires to resume work.
- (9) Special Maternity Leave and Sick Leave—**
- (a) Where the pregnancy of a Caregiver not then on parental leave terminates after 28 weeks other than by the birth of a living child then
 - (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, or
 - (ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.
 - (b) Where a Caregiver not then on parental leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and parental leave shall not exceed the period to which the Caregiver is entitled under subclause (2) hereof.
 - (c) For the purposes of subclauses (10), (12) and (13) hereof, parental leave shall include special maternity leave.
 - (d) A Caregiver returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of a Caregiver who was transferred to a safe job pursuant to subclause (3), to the position she held immediately before such transfer.

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

(10) Parental Leave and Other Leave Entitlements

Provided the aggregate of any leave (including leave taken pursuant to subclauses (5) and (9)) does not exceed the period to which the Caregiver is entitled under subclause (2) hereof—

- (a) a Caregiver may, in lieu of or in conjunction with parental leave, take any annual leave, long service leave or any part thereof or accrued time off to which he or she is then entitled.
- (b) Paid sick leave or other paid authorised absences (excluding annual leave, long service leave or

accrued time off), shall not be available to a Caregiver during his or her absence on parental leave.

(11) Return to work after parental leave

- (a) A Caregiver shall confirm his or her intention of returning to work by notice in writing to the hospital given not less than four weeks prior to the expiration of the period of parental leave.
- (b) On finishing parental leave, a Caregiver is entitled to the position he or she held immediately before starting parental leave.
- (c) If the position referred to in paragraph (b) is not available, the Caregiver is entitled to an available position—
 - (i) for which the Caregiver is qualified; and
 - (ii) that the Caregiver is capable of performing, most comparable in status and pay to that of his or her former position.
- (e) Where, immediately before starting parental leave, a Caregiver was acting in, or performing on a temporary basis the duties of, the position referred to in paragraph (b), that subsection applies only in respect of the position held by the Caregiver immediately before taking the acting or temporary position.

(12) Effect of parental leave on employment

Absence on parental leave—

- (a) does not break the continuity of service of a Caregiver; and
- (b) is not to be taken into account when calculating the period of service for a purpose of this Agreement or a relevant award or contract of employment.

(13) Termination of Employment

- (a) A Caregiver on parental leave may terminate his or her employment at any time during the period of leave by notice given in accordance with this Agreement.
- (b) The hospital shall not terminate the employment of a Caregiver on the grounds of pregnancy or absence on parental leave, but otherwise the rights of the hospital in relation to termination of employment are not hereby affected.

(14) Replacements—

- (a) A replacement is a person specifically engaged as a result of a Caregiver proceeding on parental leave.
- (b) The hospital shall, before engaging a replacement under this subclause, inform that person of the temporary nature of the employment and of the rights of the Caregiver who is being replaced.
- (c) The hospital shall, before engaging a person to replace a Caregiver temporarily promoted or transferred in order to replace a Caregiver exercising his or her rights under this clause, inform that person of the temporary nature of the promotion or transfer and of the rights of the Caregiver who is being replaced.
- (d) Provided that nothing in this subclause shall be construed as requiring the hospital to engage a replacement.

37.—BEREAVEMENT LEAVE

(1) On the death of a spouse or de facto spouse, child or step-child, parent or parent in law, brother, sister, or any other person who immediately before that person's death lived with the Caregiver as a member of the Caregiver's family, the Caregiver is entitled to bereavement leave, without loss of ordinary time earnings, of up to two (2) days.

(2) Bereavement leave shall at the discretion of the Caregiver be taken at any time up to and including the two days following the day of the funeral.

(3) Payment for such leave may be subject to the Caregiver providing proof of the death.

(4) Bereavement leave is not to be taken where the Caregiver is absent on another form of leave or would not otherwise have been on duty unless the absence has been taken to enable the Caregiver to be with a dying relative.

38.—STUDY LEAVE

Paid study leave of up to two days per annum will be granted at the discretion of the hospital where the course of study is relevant to the Caregiver's work.

39.—TIME OFF WITHOUT PAY

Time off without pay for whatever purpose may be granted by agreement between the hospital and the Caregiver. In any such case the number of hours guaranteed to the Caregiver as a result of the operation of annualised hours shall be reduced accordingly. This clause shall apply to unpaid sick leave.

40.—INTRODUCTION OF CHANGE AND REDUNDANCY

(1) Interpretation

In this clause—

“**Caregiver**” does not include a Caregiver engaged on a casual or temporary basis or on a fixed term contract;

“**redundant**” means being no longer required by the hospital to continue doing a job because the hospital has decided that the job will not be done by any Caregiver.

For the purposes of this clause, an action of the employer has a “**significant effect**” on a Caregiver if—

- (a) there is to be a major change in the composition, operation or size of, or skills required in, the hospital's workforce that will affect the Caregiver; or
- (b) there is to be elimination or reduction of a job opportunity, promotion opportunity or job tenure for the Caregiver; or
- (c) the guaranteed hours of the Caregiver's work are to significantly increase or decrease; or
- (d) the Caregiver is required to be retrained; or
- (e) the Caregiver is to be required to transfer to another job or work location; or
- (f) the Caregiver's job is to be restructured.

(2) (a) Caregiver to be Informed

Where the hospital has decided to—

- (i) take action that is likely to have a significant effect on a Caregiver; or
- (ii) make a Caregiver redundant,

the Caregiver is entitled to be informed by the hospital, as soon as reasonably practicable after the decision has been made, of the action or the redundancy, as the case may be.

(b) Discussions to occur

The hospital shall thereafter hold discussions with the Caregiver affected as to—

- (i) the likely effects of the action or the redundancy in respect of the Caregiver; and
- (ii) measures that may be taken by the Caregiver or hospital to avoid or minimise a significant effect.

Provided that the hospital shall not be required to disclose confidential information the disclosure of which may seriously harm the hospital's interests.

(3) Union to be informed

Where the hospital has made a definite decision to introduce major changes that are likely to have significant effects on Caregivers, the hospital shall notify and hold discussions with the relevant union(s).

(4) Severance Pay

- (a) In addition to the period of notice prescribed in Clause 8.—Separation of this Agreement, for ordinary termination, a Caregiver whose employment is terminated on the grounds of redundancy shall be entitled to the following amount of severance pay in respect of a continuous period of service.

| Period of Continuous Service | Severance Pay |
|-------------------------------|---------------|
| Less than 1 year | Nil |
| 1 year but less than 2 years | 1 weeks |
| 2 years but less than 3 years | 3 weeks |
| 3 years but less than 4 years | 5 weeks |

Period of Continuous Service**Severance Pay**

| | |
|-------------------------------|---|
| 4 years but less than 5 years | 7 weeks |
| 5 years but less than 6 years | 9 weeks |
| Thereafter | 1 week's additional pay for each additional year of service |

“**Weeks Pay**” means the ordinary weekly rate of wage for the Caregiver concerned.

- (b) For the purpose of this clause continuity of service shall not be broken on account of—

- (i) any absence from work on account of personal sickness or accident for which a Caregiver is entitled to claim sick pay as prescribed by this award or on account of leave lawfully granted by the hospital; or
- (ii) any absence with reasonable cause, proof whereof shall be upon the Caregiver; or
- (iii) any absence on approved leave without pay.

Provided that in the calculation of continuous service under this subclause any time in respect of which a Caregiver is absent from work except time for which a Caregiver is entitled to claim annual leave, sick pay, long service leave and public holidays as prescribed by this agreement shall not count as time worked.

- (c) Service by the Caregiver with a business which has been transmitted from one hospital to another and the Caregiver's service has been deemed continuous in accordance with subclause (3) of Clause 2 of the Long Service Leave Provisions published in Volume 66 of the Western Australian Industrial Gazette at pages 1-4 shall also constitute continuous service for the purpose of this clause.

(5) Caregiver Leaving During Notice—

A Caregiver whose employment is to be terminated on the grounds of redundancy may terminate employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the Caregiver remained with the hospital until the expiry of such notice. Provided that in such circumstances the Caregiver shall not be entitled to payment in lieu of notice.

(6) Alternative Employment—

The hospital, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the hospital obtains acceptable alternative employment for a Caregiver.

(7) Leave for Job Interviews

- (a) A Caregiver who has been given notice that he or she has been, or will be, made redundant shall during the period of notice of termination be entitled to be absent from work up to a maximum of 8 ordinary hours during each week of notice without deduction of pay for the purpose of being interviewed for further employment.
- (b) A Caregiver who claims to be entitled to paid leave under paragraph (a) shall, at the request of the hospital, be required to produce reasonable proof of attendance at an interview or the Caregiver shall not receive payment for the time absent.

(8) Notice to Commonwealth Employment Service—

Where a decision has been made to terminate Caregivers in circumstances of redundancy, the hospital shall, subject to the agreement of the Caregivers concerned, notify the Commonwealth Employment Service thereof as soon as possible giving relevant information including the number and categories of the Caregivers likely to be affected and the period over which the terminations are intended to be carried out.

41. —TIME AND WAGES RECORD

- (1) A time and wages record shall be kept by the hospital and shall, upon reasonable notice of not less than 24 hours

being given, be available for inspection by an accredited representative of the union.

- (2) The record shall contain the following information—
- (a) the name and address of each Caregiver subject to this Agreement;
 - (b) the date of birth of each Caregiver;
 - (c) the date on which each Caregiver commenced employment with the hospital;
 - (d) the classification and increment of the Caregiver;
 - (e) whether the Caregiver is employed on a full time, part-time or casual basis;
 - (f) the commencing and finishing time of work each day;
 - (g) the total number of ordinary hours and the total number of overtime hours worked each day;
 - (h) the number of ordinary hours for which payment has been made;
 - (i) the total number of hours, if any, which as a result of the annualising of hours, the Caregiver is in credit or debit;
 - (j) the wages and allowances paid to each Caregiver in each pay period and any deductions therefrom.

(3) The representative of the union shall be permitted reasonable time to inspect the record and, if required, take an extract or copy of any of the information contained therein.

- (4) Provided that—
- (a) the employer may refuse the representative of the union access to time and wages records if—
 - (i) the employer is of the opinion that access to the records by the representative of the union would infringe the privacy of persons who are not members of the union; and
 - (ii) the employer undertakes to produce the records to an Industrial Inspector within 48 hours of being notified of the requirement to inspect by the representative.
 - (b) the power of inspection may only be exercised by a representative of the union authorised for the purpose in accordance with the rules of the organisation.

42.—INTERVIEWS

(1) Subject to section 49AB of the *Industrial Relations Act 1979* (WA) an accredited representative of the union shall be entitled to enter the business premises of the hospital and interview a Caregiver subject to the following—

- (a) on arrival at the hospital the union representative shall seek permission to enter the premises from the Chief Executive Officer or her senior representative.
- (b) agreement between the union representative and the hospital shall be sought as to where and subject to what conditions the Caregiver may be interviewed or work inspected.

(2) Failing agreement on the foregoing, the following shall apply—

- (a) On giving prior notice in writing or by telephone to the CEO or her representative, or failing that person being available, the most senior person in charge of the establishment, the union representative shall be entitled to enter the hospital to interview a Caregiver at a time and place agreed between the union and the CEO or her representative.
- (b) Where there is no agreement as to time and place, the union representative shall have the right, upon prior notice to the CEO or her representative, or most senior person in charge of the establishment, to interview Caregivers during the recognised meal period at the place where the meal is usually taken.

(3) If access has not been gained in accordance with the provisions of this clause then the union representative shall leave immediately upon a request from the CEO or her representative or senior person in charge.

43.—NOTICES

The hospital shall provide a notice board in a place where it may be conveniently and readily seen for the posting of union notices.

44.—CLASSIFICATION REVIEW

(1) The hospital is committed to undertake a review of classification structures covered by this Agreement with the objective that a classification review system will be developed, by agreement between the parties, during the term of this Agreement.

(2) Within a period of four months from the operation of this Agreement, the parties will determine the scope and parameters of the review.

(3) An objective of the review will be to establish a process whereby Caregivers are able to seek a review of individual positions.

45.—SINGLE BARGAINING UNIT TO MONITOR AGREEMENT

(1) The single bargaining unit which negotiated this Agreement shall meet every month or as necessary during its term for the purpose of implementing, monitoring and resolving problems arising from the application of this Agreement.

(2) Extraordinary meetings may be called by any party providing a minimum of 7 days notice. This notice may be dispensed with by agreement.

(3) Particular attention shall be paid to the application of Clause 16—Hours of this Agreement, the incidence of employees working more than 10 days in a fortnight and the application of the 10 hour breaks.

(4) In resolving problems arising from the application or interpretation of the Agreement the single bargaining unit shall endeavour to reach a consensus.

(5) Where consensus can not be reached the parties may jointly or individually refer the problem to the Western Australian Industrial Commission or to an agreed third party for the purposes of conciliation and, if required, arbitration.

46.—DISPUTE SETTLEMENT

The following procedure shall apply where any questions, disputes or difficulties arise concerning the operation of this Agreement not appropriately dealt with under Clause 45—

(1) Step 1

As soon as practicable after the issue or claim has arisen, it shall be considered jointly by the Department Manager, the employee or employees concerned and where the employee(s) so request(s), the workplace representative.

(2) Step 2

If the dispute is not resolved the issue or claim shall be considered jointly by the Division Manager, the Department Manager, the employee or employees concerned and where the employee(s) so request(s), the workplace representative who shall attempt to settle the dispute.

(3) Step 3

If the dispute is not resolved the issue or claim shall be considered jointly by the Manager Employee Relations, the Department Manager, the employee or employees concerned and where the employee(s) so request(s), an official of the union who shall attempt to settle the dispute.

(4) Step 4

If the dispute is not resolved it may then be referred to the Western Australian Industrial Relations Commission for assistance in resolving the dispute.

(5) Throughout all steps of the procedure all relevant facts shall be clearly identified and recorded.

(6) On each occasion sensible time limits shall be agreed upon for the completion of each step of the procedure.

47.—SIGNATORIES TO AGREEMENT

Signed for and on behalf of

ST JOHN OF GOD HOSPITAL SUBIACO—

(signed by J Simper)

(Romy Baker)

In the presence of—

(signed by S Phillips)

Date: 23-12-97

Signed for and on behalf of
 HOSPITAL SALARIED OFFICERS' ASSOCIATION OF
 WESTERN AUSTRALIA
 (UNION OF WORKERS)

(signed by M. Hartland)
 President

In the presence of

(signed by D Hill)
 Secretary

In the presence of
 (signed by A Kennedy)

common seal affixed

common seal affixed

SCHEDULE A—SALARIES

This Schedule provides for the translation arrangements to apply for Caregivers covered by this Agreement who were previously paid at levels 1—6 under the St John of God Hospital Subiaco (HSOA) Caregiver Agreement 1995 and whose salaries have now been translated into a new scale encompassing the former St John of God Hospital "Clerical Scale". The following table prescribes the translation level and translation salary to be applied to the salary arrangements shown in Schedule B.

Column A: Classification and increment level applying under the St John of God Hospital Subiaco (HSOA) Caregiver Agreement 1995

Column B: Existing minimum salary

Column C: Translation classification and increment level as applied to Schedule B, Column A applying as at 1 July 1997

Column D: Translation salary as applied to Schedule B, Column B applying as at 1 July 1997

| COLUMN A | COLUMN B | COLUMN C | COLUMN D |
|--------------|----------|-----------|----------|
| Level 1.1 | 20792 | Level 1.1 | 21800 |
| Level 1.2 | 21182 | Level 1.1 | 21800 |
| Level 1.3 | 21581 | Level 1.1 | 21800 |
| Level 2.1 | 21903 | Level 1.2 | 22240 |
| Level 2.2 | 22557 | Level 1.3 | 22680 |
| Level 2.3 | 23207 | Level 1.5 | 23560 |
| Level 2.4 | 23855 | Level 2.3 | 24590 |
| {Level 3.1 | 24506 | Level 3.1 | 24606 |
| {Level 3/4.1 | | | |
| {Level 3.2 | 25157 | Level 3.3 | 25608 |
| {Level 3/4.2 | | | |
| {Level 3.3 | 25906 | Level 3.4 | 26109 |
| {Level 3/4.3 | | | |
| {Level 4.1 | 26424 | Level 3.5 | 26610 |
| {Level 3/4.4 | | | |
| {Level 4.2 | 27189 | Level 3.6 | 27362 |
| {Level 3/4.5 | | | |
| Level 5.1 | 28093 | Level 4.2 | 28350 |
| Level 5.2 | 28796 | Level 4.3 | 28920 |
| Level 6.1 | 29535 | Level 4.5 | 30060 |
| Level 6.2 | 30714 | Level 4.6 | 30915 |

SCHEDULE B—SALARIES

(1) This Schedule prescribes the base rate payable to Caregivers covered by this Agreement as follows—

Column A: Classification and Increment level

Column B: Existing minimum salary under the St John of God Hospital Subiaco (HSOA) Caregiver Agreement 1995 or the St John of God Hospital "Clerical Scale" as applicable (levels 1-4).

Column C: The rate to apply from the first pay period commencing on or after 1 July 1997. These rates provide for an increase of 4% on the rates previously applying.

Column D: A further 2% increase to apply from the first pay period commencing on or after 1 January 1998.

Column E: A further and final 2% increase to apply from the first pay period commencing on or after 1 July 1998.

(2) For Caregivers who prior to this Agreement were classified in accordance with the St John of God Hospital Subiaco (HSOA) Caregiver Agreement 1995, their translation salary and increment has been determined in accordance with Schedule A. Also, for the purposes of this Schedule, the classification levels shown as levels 5 to 13 have been reduced in number by two from the previous scale. However, the classification and title of position remains the same.

(3) (a) Unless otherwise specified progression for all classifications for which there is more than one wage point, shall be by automatic annual increments, subject to a satisfactory performance appraisal.

(b) Any disagreement in relation to the payment of an annual increment may be referred to the Western Australian Industrial Relations Commission for determination.

(c) Progression between levels shall be by appointment, subject to the hospital's requirements.

(d) Provided that for the classifications of Anaesthetic Technician and Orthopaedic Technician, the commencement level shall be increment point 3.5. For classifications of Senior Anaesthetic Technician and Senior Orthopaedic Technician, the commencement level shall be increment point 4.5.

(4) The base hourly rate of wage for each Caregiver shall be calculated by dividing the weekly rate by 40.

Provided that in the case of a Caregiver not in receipt of accrued time off the base hourly rate shall be calculated by dividing the weekly rate by 38.

(5) No Caregiver, who at the date of this Agreement was in receipt of a rate of wage higher than that prescribed herein for his/her classification of work, shall have that rate reduced by the operation of this Agreement.

(6) The Hospital may, by agreement in writing and in accordance with the SJOG Health Care System's policies and procedures, allow a Caregiver to salary package a component of their entitlements under this Agreement, subject to meeting legislative requirements.

(7) Where an annual salary is specified, the weekly rate shall be calculated using a divisor of 52.167.

(8) The minimum rates per annum (\$) are as follows—

| COLUMN A | COLUMN B | COLUMN C | COLUMN D | COLUMN E |
|------------------------------------|-------------------------|------------------------------------|---------------------------------------|------------------------------------|
| Classification and Increment Level | Existing Minimum Salary | Salary—fpp on or after 1 July 1997 | Salary—fpp on or after 1 January 1998 | Salary—fpp on or after 1 July 1998 |
| Level 1.1 | 21800 | 22672 | 23125 | 23588 |
| Level 1.2 | 22240 | 23130 | 23592 | 24064 |
| Level 1.3 | 22680 | 23587 | 24059 | 24540 |
| Level 1.4 | 23120 | 24045 | 24526 | 25016 |
| Level 1.5 | 23560 | 24502 | 24992 | 25492 |
| Level 1.6 | 24220 | 25189 | 25693 | 26206 |
| Level 2.1 | 23180 | 24107 | 24589 | 25081 |
| Level 2.2 | 23650 | 24596 | 25088 | 25590 |
| Level 2.3 | 24120 | 25085 | 25586 | 26098 |
| Level 2.4 | 24590 | 25574 | 26085 | 26607 |
| Level 2.5 | 25060 | 26062 | 26584 | 27115 |
| Level 2.6 | 25765 | 26796 | 27332 | 27878 |
| Level 3.1 | 24606 | 25590 | 26102 | 26624 |
| Level 3.2 | 25107 | 26111 | 26634 | 27166 |
| Level 3.3 | 25608 | 26632 | 27165 | 27708 |
| Level 3.4 | 26109 | 27153 | 27696 | 28250 |
| Level 3.5 | 26610 | 27674 | 28228 | 28792 |
| Level 3.6 | 27362 | 28456 | 29026 | 29606 |
| Level 4.1 | 27780 | 28891 | 29469 | 30058 |
| Level 4.2 | 28350 | 29484 | 30074 | 30675 |
| Level 4.3 | 28920 | 30077 | 30678 | 31292 |
| Level 4.4 | 29490 | 30670 | 31283 | 31909 |
| Level 4.5 | 30060 | 31262 | 31888 | 32525 |
| Level 4.6 | 30915 | 32152 | 32795 | 33451 |
| Level 5.1 | 31331 | 32584 | 33236 | 33901 |
| Level 5.2 | 32256 | 33546 | 34217 | 34902 |
| Level 6.1 | 33207 | 34535 | 35226 | 35931 |
| Level 6.2 | 34558 | 35940 | 36659 | 37392 |
| Level 7.1 | 35262 | 36672 | 37406 | 38154 |
| Level 7.2 | 36229 | 37678 | 38432 | 39200 |
| Level 8.1 | 37224 | 38713 | 39487 | 40277 |
| Level 8.2 | 38248 | 39778 | 40573 | 41385 |
| Level 9.1 | 40220 | 41829 | 42665 | 43519 |
| Level 9.2 | 41684 | 43351 | 44218 | 45103 |
| Level 10.1 | 43764 | 45515 | 46425 | 47353 |
| Level 11.1 | 44877 | 46672 | 47606 | 48558 |
| Level 11.2 | 46287 | 48138 | 49101 | 50083 |
| Level 12.1 | 47748 | 49658 | 50651 | 51664 |
| Level 13.1 | 49883 | 51878 | 52916 | 53974 |
| Level 13.2 | 51633 | 53698 | 54772 | 55868 |

| COLUMN A Classification and Increment Level | COLUMN B Existing Minimum Salary | COLUMN C Salary—fpp on or after 1 July 1997 | COLUMN D Salary -fpp on or after 1 January 1998 | COLUMN E Salary—fpp on or after 1 July 1998 |
|--|---|--|--|--|
| A 1 | 53813 | 55966 | 57085 | 58227 |
| A 2 | 55988 | 58228 | 59392 | 60580 |
| A 3 | 58140 | 60466 | 61675 | 62908 |
| A 4 | 60316 | 62729 | 63983 | 65263 |
| A 5 | 63975 | 66534 | 67865 | 69222 |
| A 6 | 66625 | 69290 | 70676 | 72089 |
| A 7 | 69280 | 72051 | 73492 | 74962 |
| A 8 | 72279 | 75170 | 76674 | 78207 |
| A 9 | 81461 | 84719 | 86414 | 88142 |

**SCOTCH COLLEGE (ENTERPRISE BARGAINING)
AGREEMENT 1997.**

No. AG 3 of 1998.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Independent Schools Salaried Officers' Association of
Western Australia, Industrial Union of Workers

and

Scotch College.

No. AG 3 of 1998.

Scotch College (Enterprise Bargaining) Agreement 1997.

18 February 1998.

Order.

HAVING heard Ms T. Howe on behalf of the applicant and Dr I. Fraser on behalf of respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Scotch College (Enterprise Bargaining) Agreement 1997 as filed in the Commission on the 14th day of January 1998 and as subsequently amended by the parties on the 18th day of February 1998 be registered on and from the 18th day of February 1998.

(Sgd.) A.R. BEECH,
Commissioner.

[L.S.]

Schedule.

1.—TITLE

This agreement shall be known as the Scotch College (Enterprise Bargaining) Agreement 1997 and shall replace the Scotch College (Enterprise Bargaining) Agreement 1996.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Parties to the Agreement
4. Scope of Agreement
5. Date and Duration of Agreement
6. Relationship to Parent Award
7. Single Bargaining Unit
8. Objectives
9. Salary Rates
10. Merit Loading
11. Agreed Efficiency Improvements
12. Dispute Resolution Procedure
13. No Further Claims
14. No Reduction
15. No Precedent
16. Signatories

3.—PARTIES TO THE AGREEMENT

This agreement is made between Scotch College (the College) and the Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers (the ISSOA), a registered organisation of employees.

4.—SCOPE OF AGREEMENT

(1) This agreement shall apply to teachers who are employed within the scope of the *Independent Schools' Teachers' Award 1976*.

(2) The number of employees covered by this agreement is 87.

5.—DATE AND DURATION OF AGREEMENT

This agreement shall come into effect on and from the 18th day of February 1998 and shall apply until the 28th day of February 1998. The parties agree to meet no later than the 1st day of September 1997 to review this agreement.

6.—RELATIONSHIP TO PARENT AWARD

This agreement shall be read and interpreted in conjunction with the *Independent Schools' Teachers' Award 1976* (the award).

Where there is any inconsistency between this agreement and the award this agreement will prevail to the extent of the inconsistency.

7.—SINGLE BARGAINING UNIT

The parties to this agreement have formed a single bargaining unit.

The single bargaining unit has conducted negotiations with the College and reached full agreement.

8.—OBJECTIVES

The nature and purposes of this agreement are to—

- (1) Consolidate and further develop initiatives arising out of the award restructuring process.
- (2) Accept a mutual responsibility to maintain a working environment which will ensure that the College and its staff become genuine participants and contributors to the College's aims, objectives and philosophy.
- (3) Safeguard and improve the quality of teaching and learning by emphasising the upgrading of professional skills and knowledge. The College and the teaching staff acknowledge that this upgrading can best occur when both the College and the staff share responsibility for professional development by undertaking both in-service and external courses and training partly during College time and partly during the teacher's time.
- (4) Encourage the development of a pre-eminent staff through the allocation of a separate Merit Scale for quality performance in both the curricular and co-curricular areas.

9.—SALARY RATES

(1) The minimum annual rate of salary payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries of the award shall be—

| Step | from 1 Jan 1997 Per Annum \$ |
|----------|------------------------------------|
| Step 1 | 25,077 |
| Step 2 | 26,601 |
| Step 3 | 28,124 |
| Step 4 | 29,883 |
| Step 5 | 31,523 |
| Step 6 | 32,929 |
| Step 7 | 34,335 |
| Step 8 | 36,093 |
| Step 9 | 38,026 |
| Step 10 | 39,609 |
| Step I 1 | 41,014 |
| Step 12 | 42,772 |
| Step 13 | 44,531 |

(2) Responsibility Loading

| Index | Per Annum \$ |
|----------|-----------------|
| Index 10 | 693 |
| Index 20 | 1,388 |
| Index 30 | 2,081 |
| Index 40 | 2,775 |
| Index 50 | 3,468 |

| Index | Per Annum \$ |
|-----------|-----------------|
| Index 60 | 4,162 |
| Index 75 | 5,202 |
| Index 80 | 5,549 |
| Index 100 | 6,936 |
| Index 105 | 7,284 |
| Index 125 | 8,670 |
| Index 130 | 9,018 |

(3) There will be a review, which will include some elected staff representatives, of the positions of responsibility and the relevant responsibility loadings and time concessions from teaching responsibilities. This review will begin in Term 1, 1997.

(4) In the event of any safety net adjustment being applied to the award, such adjustment will be deemed to be included in the rates described above in this clause.

(5) In the year beginning the 1st day January 1998 any salary increases will take the form of percentage increases to the basic salary scale and super scale payments. These increases will be negotiated in the light of inflationary increases. Negotiations on this matter will begin no later than the 1st day September 1997.

10.—MERIT LOADING

(1) In recognition of the commitment of staff to the process of summative appraisal and the increasing complexity of many aspects of school teaching, the merit loading will be as follows—

| Merit Scale | 1996 Agreement | From 1 April 1997 Per annum \$ | From 1 October 1997 Per annum \$ |
|-------------|-------------------|---|---|
| A | 693 | 891 | 1,781 |
| B | 1,388 | 2,227 | 3,117 |
| C | 2,081 | 3,562 | 4,453 |
| D | 2,775 | 4,898 | 5,789 |
| E | 3,468 | 6,234 | 7,125 |
| F | 4,162 | 7,570 | 8,461 |

(2) Increases of more than one merit loading, or the decision to make no increase, will be made only after an appraisal.

(3) Part-time staff who are 0.5 or more will be eligible for a merit loading on a pro-rata basis after meeting the same criteria as full-time staff.

11.—AGREED EFFICIENCY IMPROVEMENTS

(1) Professional Development

- Professional development activities shall be undertaken partly in College time and partly in a teacher's own time; where feasible, in equal proportions.
- There will continue to be consultation with teachers in the planning of professional development.

(2) Promotion Positions

- While maintaining the promotion structure described in the award the College shall have the discretion to adapt this structure to meet its educational needs. The normal processes of appointment to promotion positions will be followed.
- Appointments to House Head will be for an initial five year term.
- Appointments to Department Head for English, Mathematics and Science will be for an initial five year term. All other Department Head's appointments will be for an initial three year term.
- All re-appointments to House Head and Department Head for second and subsequent terms will be for three years and subject to satisfactory summative appraisal. Procedures for summative appraisal shall be developed in consultation with representatives for House Heads and Department Heads.
- In all cases the appointment may be terminated before the end of the term of appointment by mutual agreement of the College and the member of staff, or by the College in the case of an unsatisfactory summative appraisal.

(3) Payment for Relief Teachers

Notwithstanding the provisions of subclause (5) of Clause 11.—Salaries of the award, relief teachers employed for five

days or less may be engaged by the day or half day and paid a daily rate or a pro-rata rate on the basis of the periods worked in relation to the number of periods in the particular school day.

(4) Probationary Appointment

All new appointees are on probation for two years, however a permanent appointment may be confirmed towards the end of the first year.

(5) (a) Appraisal

The method of summative appraisal leading to the summative evaluation and hence the assigning of merit loadings will continue to be refined in consultation with elected staff representatives.

Judgements of merit will be made according to the following principles—

- Appraisals may be initiated by the Headmaster or staff members may apply for reclassification (no more frequently than once every three years).
- Re-classification may involve movement of more than one position on the Merit Scale.
- Appraisals shall be based on criteria in both curricular and co-curricular areas which are made available to the appraisee before the appraisal takes place.
- The results of the appraisal are to be written, discussed between the appraisee and the appraiser and signed by both parties.
- The appraisee shall be invited to respond in writing to the appraisal.
- All documents shall be given directly to the Headmaster.

(b) Evaluation

When an evaluation has the outcome of no increase (or reduction) in merit loading, all information used in arriving at the evaluation will be made available to the individual to give guidance towards improving his/her performance. All documentation may then be discussed with the Headmaster.

(c) Evaluation Appeal Process

- A staff member unhappy with the outcome of the evaluation process—
may appeal to the Staff Enterprise Bargaining Committee, which may present the case to the Headmaster, or
choose an advocate to accompany the staff member when discussing the case with the Headmaster.
- If the staff member is still dissatisfied with the outcome, the matter may be referred to the Western Australian Industrial Relations Commission.

(6) Co-curricular Load

- All staff members are expected to make a contribution to the College's co-curricular programme.
- In consultation with the Headmaster or his delegate, each staff member shall accept responsibility for however many co-curricular activities are required to make up a load equal to, or marginally beyond, 130 hours per annum.
- Activities may be undertaken in addition to this expectation, but they shall not be assessed formally in awarding merit allowances.
- Some co-curricular events are considered to be "whole staff" obligations, e.g. assistance at house athletics and swimming carnivals, and contributions in supervision of at least one of the PSA rowing, swimming and athletics carnivals, attendance at school play or school concert, and will not be taken into account determining the co-curricular load.
- It is assumed that a number of activities which occur outside the classroom are nevertheless part of the curricular load, e.g. lesson preparation, marking, setting of tests, consultation with parents about academic progress, reasonable out of class assistance to students, participation in professional development courses. The same is true of activities associated with the co-curriculum, e.g. team administration, participation in professional development courses. In such

cases the time taken to perform these activities (whilst it may improve the quality of the work) will not be taken into consideration in measuring the size of the curricular and co-curricular load.

- (f) The load on individual members of staff of curricular and co-curricular responsibilities will continue to be assessed so that it may be made more equitable, but such judgements will be made in the light of positions of responsibility, and abilities in different areas.

(7) Leave

In considering provisions for staff leave, it is important to maintain, as well as possible, the continuity of staff-class relationships for the whole year.

(a) Long Service Leave

Notwithstanding the provisions of subclause (1) of Clause 10.—Long Service Leave of the award, from the 1st day of January 1995 a teacher shall accrue long service leave entitlement at the rate of 1.3 weeks per year of service and he/she shall be eligible to take that leave as soon as the amount of leave accrued corresponds to the school term over which the leave is to be taken. The school term to be taken is to be mutually agreed.

(b) Deferred Salary Scheme

- (i) Staff may arrange with the Headmaster to defer part of their salary for a set number of years and be repaid that money during or at the commencement of a year of leave.
- (ii) It is recognised that the amount paid in a year may be less than the award minimum.
- (iii) The year of leave would not count for the accrual of entitlements but not be deemed a break in service.
- (iv) If the staff member leaves the College's employ before the leave is taken, the unpaid salary will be paid to the member.
- (v) If, during the time of the arrangement the member's salary is increased by promotion or increased by merit loading, the salary, while on leave, will be adjusted proportionally to allow for the value of the salary deductions made.

(c) Maternity Leave

Maternity leave is available under the terms of the award.

(d) Leave Without Pay

As at present, leave without pay may be granted by the Headmaster. In dealing with applications for such leave, consideration will be given to such matters as the undesirability of a class changing teachers during the year.

(8) Protective Clothing

As at present, the College will supply staff with necessary clothing and equipment for supervising game and outdoor education exercises, if such clothing or equipment is necessary and not usually considered to be suitable for more general use. The items will remain the property of the College for three years.

(9) Part-Time Teachers

Teachers employed on a less than 0.5 time basis, in recognition of the high ratio of travelling time to teaching time, will not be given extra duties such as stand-ins and co-curricular commitment. As a result they will not be eligible for merit loadings.

Teachers employed on a part-time basis of 0.5 or greater will be given extra duties as above on a pro-rata basis.

(10) Superannuation

Members of staff may make salary sacrifice for additional superannuation payments (as at present).

Introduction of and changes to such arrangements, may be made with effect from 1st January and 1st July in any year.

(11) Senior Teacher

- (a) Where appropriate, the status of Senior Teacher Level 1 will be granted. However, no additional allowance will be paid after 31st March, 1997.
- (b) There will be no provision for Senior Teacher Level 2.

12.—DISPUTE RESOLUTION PROCEDURE

A dispute is defined as any question, dispute or difficulty arising out of this agreement.

The following procedure shall apply to the resolution of any dispute—

- (1) The parties to the dispute shall attempt to resolve the matter by mutual discussion and determination.
- (2) If the parties are unable to resolve the dispute, the matter, at the request of either party, shall be referred to a meeting between the parties to the agreement together with any additional representative as may be agreed by the parties.
- (3) If the matter is not then resolved it may be referred to the Western Australian Industrial Relations Commission.

13.—NO FURTHER CLAIMS

It is a condition of this agreement that the parties will not seek any further claims with respect to salaries or conditions unless they are consistent with the State Wage Case Principles.

14.—NO REDUCTION

Nothing contained herein shall allow the College to reduce the salaries or conditions of a teacher which prevailed prior to entering into this agreement, except where provided by this agreement.

15.—NO PRECEDENT

It is a condition of this agreement that the parties will not seek to use the terms contained herein as a precedent for other enterprise agreements, whether they involve the College or not.

16.—SIGNATORIES

| | |
|---|--|
| N.W. McKerracher/T.K. Stacy | T.I. Howe |
| | |
| <i>(Signature)</i> | <i>(Signature)</i> |
| N.W. McKerracher/T.K. Stacy | T.I. Howe |
| | |
| <i>(Name of signatory in block letters)</i> | <i>(Name of signatory in block letters)</i> |
| Scotch College | Independent Schools Salaried Officer's Association of Western Australia, Industrial Union of Workers |

**SHAMROCK ENTERPRISES
INDUSTRIAL AGREEMENT.
No. AG 347 of 1997.**

**WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.**

Industrial Relations Act 1979.

The Western Australian Builders' Labourers, Painters and Plasterers Union of Workers and the Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch

and

Shamrock Enterprises Pty Ltd.

No. AG 347 of 1997.

Shamrock Enterprises Industrial Agreement.

COMMISSIONER P E SCOTT.

10 February 1998.

Order.

HAVING heard Mr G Giffard on behalf of the Applicant and there being no appearance on behalf of the Respondent, and

by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Shamrock Enterprises Industrial Agreement in the terms of the following schedule be registered on the 15th day of January 1998.

[L.S.] (Sgd.) P.E. SCOTT,
Commissioner.

COMMERCIAL AND HOUSING AGREEMENT

Schedule.

1.—TITLE

This Agreement will be known as the Shamrock Enterprises Industrial Agreement.

2.—ARRANGEMENT

1. Title
 2. Arrangement
 3. Area and Parties Bound
 4. Application
 5. Duration
 6. Dispute Settlement Procedure
 7. Single Enterprise
 8. Relationship with Awards
 9. Enterprise Agreement
 10. Wage Increase
 11. Site Allowance
 12. Payment of Wages
 13. Industry Standards
 14. Clothing and Footwear
 15. Training Allowance, Training Leave, Recognition of Prior Learning
 16. Seniority
 17. Sick Leave
 18. Pyramid Sub-Contracting
 19. Fares and Travelling
 20. Drug and Alcohol, Safety and Rehabilitation Program
 21. Income Protection
 22. No Extra Claims
- Appendix A—Wage Rates
Appendix B—Drug and Alcohol, Safety and Rehabilitation Program
Appendix C—Site Allowance

3.—AREA AND PARTIES BOUND

This is an Agreement between The Western Australian Builders' Labourers, Painters, & Plasterers Union of Workers and the Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch (hereinafter referred to as the "Unions") and Shamrock Enterprises Pty Ltd (hereinafter referred to as the "Company") in the State of Western Australia.

4.—APPLICATION

This Agreement shall be binding upon the Company, the Union, its officers and members, and any person eligible to be a member of the Unions employed by the Company on work covered by the terms of the Building Trades (Construction) Award 1987, No. 14 of 1978 (the "Award"). There are approximately 25 employees covered by this agreement. The scope of work covered by this Agreement applies to Commercial and Housing construction work where more than four (4) dwellings are being constructed or on projects where the total value of the contract exceeds \$1,000,000.

5.—DURATION

This Agreement shall commence from the first pay period on or after the date of signing and shall continue in effect until 31 October 1999.

The parties agree to commence discussion on the terms and conditions of any future agreement three calendar months prior to the expiration of this Agreement.

6.—DISPUTE SETTLEMENT PROCEDURE

In relation to any questions, disputes or difficulties arising out of the operation of this Agreement the dispute settlement

procedure that shall apply shall be in the same terms as that outlined in Clause 46 Settlement of Disputes of the Award.

7.—SINGLE ENTERPRISE

It is agreed that this Agreement applies in respect of a single enterprise as defined in Clause 41A(2) of the WA Industrial Relations Act 1979, as amended (the "Act").

8.—RELATIONSHIP WITH AWARDS

This Agreement shall be read wholly in conjunction with the Award. Where this Agreement is silent on rates of pay and other matters pertaining to the employment relationship, the Award shall apply. Where there is conflict between the rates of pay, conditions, allowances and other matters in this Agreement and the Awards the higher rate shall apply.

9.—ENTERPRISE AGREEMENT

It is agreed that in the event of the Unions and the Company agreeing on the terms of a comprehensive enterprise agreement, this Agreement may be terminated in accordance with the requirements of the Act.

10.—WAGE INCREASE

This Agreement provides for increases in the hourly rate resulting in the wage rates in the Appendix A—Wage Rates.

11.—SITE ALLOWANCE

This Agreement provides for site allowances as per Appendix C—Site Allowance.

12.—PAYMENT OF WAGES

All wages, allowances and other monies shall be paid in cash or by electronic Funds Transfer. An employee paid by other than cash shall be allowed reasonable time to attend the branch of his or her bank nearest the workplace to draw upon the accounts during working hours.

- Payments shall be made available to the employee not later than the cessation of ordinary hours of work on Thursday of each working week.
- Provided that in any week in which a holiday falls on a Friday wages accrued shall be paid on the previous Wednesday, and provided further that when a holiday occurs on any Thursday wages accrued may be paid on the following Friday. Nothing shall prevent any alternative mutual arrangement between an employer and an employee.
- Where notice is given on termination of employment all monies due to the employee shall be paid at the time of termination..

13.—INDUSTRY STANDARDS

1. Redundancy

It is a term of this Agreement that the Company will immediately increase its payments to \$45 per week per employee into the Western Australian Construction Industry Redundancy Fund and then will increase this to \$50 per week per employee on 1 August 1998.

2. Superannuation

The Company will immediately increase its level of payment into the Construction + Building Unions Superannuation Scheme to \$60 per week per employee as of 1 August 1997.

3. Apprentice Rates

The Company agrees to maintain a ratio of no more than four tradespeople to one apprentice employed.

14.—CLOTHING AND FOOTWEAR

1. The following items will be supplied to each employee by the Company, upon the completion of five working days.

- (a) 1 pair safety boots, and will be replaced on a fair wear and tear basis.
- (b) 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- (c) 1 bluey jacket for each employee employed during the period 1 April to 31 October. (One issued per year)

2. The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

15.—TRAINING ALLOWANCE, TRAINING LEAVE, RECOGNITION OF PRIOR LEARNING

1. A training allowance of \$12.00 per week per worker shall be paid by the employer to the Union Education and Training Fund.

2. Subject to all qualifications in this clause, an employee shall, upon application in writing to and with approval of the employer, be granted leave with pay each calendar year pro-rata to attend courses conducted or approved by the NBCITC. The employers approval shall not be unreasonably withheld.

The application for leave shall be given to the employer at least two weeks in advance of the date of commencement of the course.

The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave where an employee is otherwise entitled.

An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than—

- course fees
- course books and materials
- payment of ordinary time earnings for such absence.

For the purpose of this clause ordinary time earnings shall be defined as the agreement classification rate.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

3. The employer will actively encourage employees to seek formal recognition of their skills (recognition of prior learning), and will allow leave as per (2) above for such purposes including but not limited to securing Tradesmen's Rights Certificates.

16.—SENIORITY

1. The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

2. When applying the "first on last off" principle it is agreed subject to the caveat of "all things being equal", it is intended to apply on a state basis rather than a site by site basis.

3. It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 6—Dispute Settlement Procedure.

4. An employee who has been retrenched by the Company shall have absolute preference and priority for re-employment/re-engagement by the Company. Where an employee is re-engaged within a period of six months the employee shall maintain continuity of service and all accrued entitlements with the Company.

17.—SICK LEAVE

For sick leave accrued after the date of signing this agreement the following will apply—

- (a) The Company's employees shall have the option of converting 100% of accrued sick leave entitlement to a cash payment on termination.
- (b) If an employee who has been terminated by the Company without exercising the above option is re-engaged within a period of six months, the unpaid balance of sick leave shall continue from the date of re-engagement.

18.—PYRAMID SUB-CONTRACTING

1. "Pyramid Sub-Contracting" is defined as the practice of a sub-contractor, to whom a sub-contract is originally awarded, sub-letting that contract or part thereof to another sub-contractor.

2. Provided that where a sub-contractor does not have the technical capacity to handle a specialist section of the contract and intends to engage a specialist sub-contractor to perform that work, that section may be re-let to a specialist sub-contractor.

3. Further provided that when a sub-contract is let for labour and material, a labour-only sub-contract may be let by the

sub-contractor, but it is unacceptable as a principle for further labour-only sub-contracts to be re-let.

4. A bona fide sub-contractor is generally an employer of labour, save for a machine owner operator.

5. Where a disagreement arises in relation to the definition or application of the term "Pyramid Sub-Contracting" the parties shall discuss and determine the issue in accordance with the agreement dispute resolution procedure. In any event of a disagreement, the matter shall be negotiated further between the parties or referred to the Western Australian Industrial Relations Commission. Whilst these procedures are undertaken no industrial action shall occur.

19.—FARES AND TRAVELLING

In addition to Clause 12A of the award a travel payment shall be made in the form of a daily payment (on days worked) of \$6.15 per day per employee.

20.—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

The parties are committed to the Drug and Alcohol, Safety and Rehabilitation program as outlined in Appendix B—Drug and Alcohol, Safety and Rehabilitation Program.

21.—INCOME PROTECTION

The Company agrees to insure employees covered by this Agreement for injury and sickness. The scheme is to be negotiated through the ACTU Insurance Broking Pty Limited (ACN. 069 795 875)..

22.—NO EXTRA CLAIMS

The Union will make no further claims on the Company over conditions set out in this Agreement for the life of the Agreement.

Signed for and on behalf of—

| | | |
|--------------|--------------------|---------------------------|
| The Unions: | BLPPU | Signed <u>Common Seal</u> |
| | | Date: 3/12/97 |
| | | Signed _____ |
| | | WITNESS |
| | CMETU | Signed <u>Common Seal</u> |
| | | Date: 3/12/97 |
| | | Signed _____ |
| | | WITNESS |
| The Company: | Common Seal | Signed _____ |
| | | Date: 2/12/97 |
| | | DENIS BURKE |
| | | PRINT NAME |
| | | Signed _____ |
| | | WITNESS |

APPENDIX A—WAGE RATES

| | Date of Signing | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|-----------------------|-----------------|-----------------|---------------|-----------------|---------------|
| | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ | \$ | \$ |
| Labourer Group 1 | 15.56 | 16.01 | 16.47 | 16.92 | 17.15 |
| Labourer Group 2 | 15.03 | 15.47 | 15.90 | 16.34 | 16.56 |
| Labourer Group 3 | 14.63 | 15.05 | 15.48 | 15.90 | 16.12 |
| Plaster, Fixer | 16.17 | 16.64 | 17.11 | 17.58 | 17.82 |
| Painter, Glazier | 15.81 | 16.27 | 16.73 | 17.19 | 17.42 |
| Signwriter | 16.15 | 16.62 | 17.09 | 17.56 | 17.80 |
| Carpenter | 16.27 | 16.75 | 17.22 | 17.70 | 17.93 |
| Bricklayer | 16.11 | 16.58 | 17.05 | 17.52 | 17.75 |
| Refractory Bricklayer | 18.50 | 19.04 | 19.58 | 20.12 | 20.38 |
| Stonemason | 16.27 | 16.75 | 17.22 | 17.70 | 17.93 |
| Roofiler | 15.99 | 16.45 | 16.92 | 17.38 | 17.62 |
| Marker/Setter Out | 16.75 | 17.24 | 17.72 | 18.21 | 18.46 |
| Special Class T | 16.96 | 17.46 | 17.95 | 18.45 | 18.69 |

APPRENTICE RATES

| | Date of Signing | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|-------------------------|-----------------|-----------------|---------------|-----------------|---------------|
| | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ | \$ | \$ |
| Plasterer, Fixer | | | | | |
| Yr 1 | 6.79 | 6.99 | 7.18 | 7.38 | 7.48 |
| Yr 2 (1/3) | 8.90 | 9.16 | 9.42 | 9.68 | 9.81 |
| Yr 3 (2/3) | 12.13 | 12.49 | 12.84 | 13.19 | 13.37 |
| Yr 4 (3/3) | 14.23 | 14.65 | 15.06 | 15.48 | 15.69 |

| | Date of Signing | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|-------------------------|-----------------|-----------------|---------------|-----------------|---------------|
| | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ | \$ | \$ |
| Painter, Glazier | | | | | |
| Yr 1 (.5/3/5) | 6.64 | 6.84 | 7.03 | 7.22 | 7.32 |
| Yr 2 (1/3), (1.5/3.5) | 8.70 | 8.95 | 9.20 | 9.45 | 9.58 |
| Yr 3 (2/3), (2.5/3.5) | 11.86 | 12.20 | 12.55 | 12.89 | 13.06 |
| Yr 4 (3/3), (3.5/3.5) | 13.92 | 14.32 | 14.73 | 15.13 | 15.33 |
| Signwriter | | | | | |
| Yr 1 (.5/3/5) | 6.79 | 6.99 | 7.18 | 7.38 | 7.48 |
| Yr 2 (1/3), (1.5/3.5) | 8.88 | 9.14 | 9.40 | 9.65 | 9.78 |
| Yr 3 (2/3), (2.5/3.5) | 12.11 | 12.47 | 12.82 | 13.17 | 13.35 |
| Yr 4 (3/3), (3.5/3.5) | 14.21 | 14.63 | 15.04 | 15.46 | 15.66 |
| Carpenter | | | | | |
| Yr 1 | 6.84 | 7.04 | 7.24 | 7.44 | 7.54 |
| Yr 2 (1/3) | 8.95 | 9.21 | 9.47 | 9.73 | 9.86 |
| Yr 3 (2/3) | 12.21 | 12.56 | 12.92 | 13.27 | 13.45 |
| Yr 4 (3/3) | 14.32 | 14.73 | 15.15 | 15.57 | 15.78 |
| Bricklayer | | | | | |
| Yr 1 | 6.77 | 6.96 | 7.16 | 7.36 | 7.46 |
| Yr 2 (1/3) | 8.86 | 9.12 | 9.37 | 9.63 | 9.76 |
| Yr 3 (2/3) | 12.08 | 12.43 | 12.79 | 13.14 | 13.31 |
| Yr 4 (3/3) | 14.17 | 14.59 | 15.00 | 15.41 | 15.62 |
| Stonemason | | | | | |
| Yr 1 | 6.84 | 7.04 | 7.24 | 7.44 | 7.54 |
| Yr 2 (1/3) | 8.95 | 9.21 | 9.47 | 9.73 | 9.86 |
| Yr 3 (2/3) | 12.21 | 12.56 | 12.92 | 13.27 | 13.45 |
| Yr 4 (3/3) | 14.32 | 14.73 | 15.15 | 15.57 | 15.78 |
| Rooftiler | | | | | |
| 6 months | 9.12 | 9.38 | 9.65 | 9.91 | 10.04 |
| 2nd 6 months | 10.02 | 10.31 | 10.61 | 10.90 | 11.04 |
| Yr 2 | 11.71 | 12.05 | 12.39 | 12.73 | 12.90 |
| Yr 3 | 13.74 | 14.14 | 14.54 | 14.94 | 15.14 |

APPENDIX B—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

1. PRINCIPLE

People dangerously affected by alcohol, and/or drugs are a safety hazard to themselves and all other persons in the workplace.

2. FOCUS

- Site safety and the involvement of the site safety committee
- Peer intervention and support
- Rehabilitation

3. WORKPLACE POLICY

- A person who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.
- The decision on a persons ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/employer representatives.
- There will be no payment of lost time to a person unable to work in a safe manner.
- If this happens 3 times the worker shall be given a written warning and made aware of the availability of treatment/counselling. If the worker refuses help he/she may be transferred/dismissed the next time he/she is dangerously affected.
- For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.
- A worker having problems with alcohol and or other drugs—
 - Will not be sacked if he/she is willing to get help.
 - Must undertake and continue with the recommended treatment to maintain the protection of this program.
 - Will be entitled to sick leave or leave without pay while attending treatment.

4. IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will—

- Clearly state its endorsement of the BTG Drug and Alcohol program and comply with it.

- Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Program to address a meeting of employees to discuss and endorse the program.
- Authorise the attendance of appropriate company personnel eg. Safety delegate/officer, safety committee members, union delegate, consultative committee members(s) at the two hour BTG Drug and Safety in the Workplace training course.

APPENDIX C—SITE ALLOWANCE

1. This agreement is between the parties to this agreement and shall apply to construction work undertaken by principal contractors who are engaged in the commercial/industrial sector of the building industry in the state of Western Australia within a 50km radius of the Perth General Post Office.

2. This agreement provides for a site allowance to be paid to employees engaged on particular building projects, and for such site allowance to be paid in addition to the wage rates and allowances prescribed by the award as well as any industrial or certified agreements made in conjunction with the award which does not prescribe a site allowance.

3. The site allowance payable under this agreement is to be paid at a flat rate per hour for all hours worked to compensate for all special factors/disabilities on the project and in lieu of all award special rates, with the exception of rates relating to the lifting of heavy blocks, cleaning down brickwork and the use of explosive powered tools which will be payable to an employee when he/she encounters that particular disability.

4. Site Allowance Formula

At the commencement of a project the particular site allowance to apply shall be determined in accordance with the following formula—

4.1 Projects Located Within Perth C.B.D. (as defined)

New Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.80 |
| Above \$2.1m to \$4.4m | \$2.15 |
| Over \$4.4m | \$2.75 |

Renovations, Restorations and/or Refurbishment Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.60 |
| Above \$2.1m to \$4.4m | \$1.80 |
| Over \$4.4m | \$2.35 |

4.2 Projects Located Within West Perth (as defined)

New Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.60 |
| Above \$2.1m to \$4.4m | \$1.80 |
| Over \$4.4m | \$2.35 |

Renovations, Restorations and/or Refurbishment Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.50 |
| Above \$2.1m to \$4.4m | \$1.70 |
| Over \$4.4m | \$1.95 |

The site allowance on projects which are a combination of new and renovation work shall be governed by the majority of work involved. For example, where the majority of work is new work, then the site allowance appropriate to new work shall be paid for all employees on the project.

4.3 Projects within 50 km radius of Perth G.P.O. but not including the C.B.D. or West Perth (as defined)

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$1m | NIL |
| Above \$1m to \$2.1m | \$1.20 |
| Above \$2.1m to \$5.8m | \$1.50 |
| Above \$5.8m to \$11.6m | \$1.75 |
| Above \$11.6m to \$23.6m | \$1.95 |
| Above \$23.6m to \$58.6m | \$2.25 |
| Over \$58.6m | \$2.45 |

“C.B.D.”—Central Business District shall mean the area bounded by the Swan River South, Swan River East to Nile Street running into Wittenoom Street, Hill Street to Royal Street, Royal Street to Lord Street, Lord Street to Newcastle Street, along Newcastle Street to the Freeway, the Freeway South to the Perth Fremantle railway line, along the Perth-Fremantle railway line to Dyer Street, Dyer Street through to Havelock Street, Havelock Street to Kings Park Road, Kings Park Road to Fraser Avenue, Fraser Avenue projected through to the Swan River.

“West Perth”—shall mean the area contained within the boundaries formed by Thomas Street, Kings Park Road, Havelock Street, Dyer Street and the Perth-Fremantle railway line back to Thomas Street.

Boundary roads: If a road borders between two regions in which site allowances are to be paid as per this agreement, the parties confirm that one side of such a boundary road will be deemed to fall in one region and the other side of the boundary road will be deemed to fall in the other region. For example, the eastern side of Havelock Street will be in the “CBD” and the western side of Havelock Street shall be in “West Perth”.

“Project Contractual Value”—shall be deemed to mean the value of all tendered work which falls under the scope of the principal contractor’s contract.

5. The site/project allowance and project contractual value detailed in this agreement shall be adjusted on 1 October each year by the total C.P.I. movements for Perth during the preceding four quarters ending 30 June and accordingly, the site allowance amounts shall be adjusted up or down to the nearest five cents.

6. Project contractual values shall be subject to review at any renewal of this agreement, but in any event shall not be adjusted by a percentage less than the total CPI movements for Perth during the preceding four quarters ending 30 June. Such adjustment being to the nearest \$10,000.

7. The agreed site allowance once set pursuant to this agreement shall be recorded in a site agreement to which the applicable principal contractor and the Union will be signatories. The level of allowance once nominated at the commencement of the project will continue without change until completion of the project.

8. It is acknowledged that on certain projects a site agreement may be entered into between the principal contractor and the building trades group of unions for that project that may include matters regularly addressed within the industry, such as, but not limited to, the following—

- Disputes Procedures
- Occupational Health and Safety Procedures
- Demarcation Procedures
- First Aid Provisions and On-Site Amenities

and the unions will not unreasonably refuse to continue to discuss such matters if raised by the principal contractor.

9. This agreement does not apply to resource development projects or civil and engineering projects.

10. Where a dispute arises as to the application of the terms of this agreement, if the issue cannot be resolved in discussions between the parties, it is agreed that the matter will be referred to the appropriate industrial tribunal for resolution without recourse to industrial action.

11. It is a term of this agreement that all site allowance agreements entered into prior to this date will be honoured by all parties and will continue to apply for the life of the particular project.

12. Where because of a condition of contract the principal contractor is required not to allow for a site allowance, before final application of this agreement, discussions will be held between the parties with a view to resolving any problems that may arise as a result of this situation.

13. This agreement shall only apply to building contracts entered into on or after 1 October, 1995.

SOUTH METROPOLITAN YOUTH LINK (INC.) AGREEMENT 1997.

No. AG 371 of 1997.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Australian Municipal, Administrative, Clerical and Services Union of Employees, W.A. Clerical and Administrative Branch

and

South Metropolitan Youth Link (Inc).

No. AG 371 of 1997.

3 March 1998.

Order.

REGISTRATION OF AN INDUSTRIAL AGREEMENT

No. AG 371 OF 1997

HAVING heard Mr R. Dhue on behalf of the first named party and there being no appearance on behalf of the second named party; and

WHEREAS an agreement has been presented to the Commission for registration as an Industrial Agreement; and

WHEREAS the Commission is satisfied that the aforementioned agreement complies with s.41A, s.49A and s.49B of the Industrial Relations Act, 1979;

NOW THEREFORE the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement titled the South Metropolitan Youth Link (Inc.) Agreement 1997, filed in the Commission on 18 December 1997 and as subsequently amended by the parties, signed by me for identification, be and is hereby registered as an Industrial Agreement.

(Sgd.) C. B. PARKS,
Commissioner.

[L.S.]

AGREEMENT

1.—TITLE

This agreement shall be known as the South Metropolitan Youth Link (Inc.) Agreement 1997.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Area & Scope
4. Incidence and parties bound
5. Operation of Agreement
6. Hours of duty
7. Overtime
8. Meal Allowance
9. Holidays
10. Rates of pay
11. Annual Leave
12. Sick Leave
13. Contract of Service
14. Certificate of Service
15. Record
16. Payment of wages
17. Travelling Time
18. General
19. Right of Entry
20. Location Allowances
21. Union Notices
22. Uniforms
23. Compassionate Leave
24. Resolution of Disputes
25. Signatories

3.—AREA AND SCOPE

The area and scope of this Agreement shall be limited to those employees of South Metropolitan Youth Link (Inc) participating in the School Industry Links Program in a clerical and/or administrative calling.

4.—INCIDENCE AND PARTIES BOUND

1. This agreement shall be binding on the parties to the Agreement individually and collectively and shall apply to all persons employed by South Metropolitan Youth Link (Inc) as participants in the School Industry Links Program who are members, or eligible to be members of the Australian Municipal, Administrative, Clerical and Services Union of Employees, W.A. Clerical and Administrative Branch.

2. It is estimated that the Agreement shall apply to approximately 20 employees.

5.—OPERATION OF AGREEMENT

This Agreement shall operate from January 1, 1998 and will remain in operation until December 31, 1998.

6.—HOURS OF DUTY

1. Subject to any other provisions of this Agreement, the ordinary hours of duty shall not exceed thirty eight hours in any one week or seven point six hours in any day and will be worked between Monday to Friday.

2. (a) A meal break shall be taken at a time mutually arranged between the employer and the employee after no more than five hours of work. Such meal breaks shall be one hour, except in cases where the employer and the employee agree that the meal break shall be for a lesser period not shorter than thirty minutes.

(b) A minimum of one refreshment break shall be allowed during working hours.

7.—OVERTIME

1. All time worked in excess of seven point six hours in any one day shall be paid for at the rate of time and one half for the first two hours and at the rate of double time thereafter.

2. Where an employee is required by the employer to work through the meal break as provided elsewhere in this Agreement, overtime rates shall be paid until the meal period is allowed.

3. In the computation of overtime, each day shall stand by itself.

4. (a) By agreement between the employer and the employee, time off during ordinary hours shall be granted instead of payment of overtime. Such time off shall be calculated in accordance with subclause (1) of this clause.

(b) Subject to paragraph (c) of this subclause, all time accrued in accordance with paragraph (a) of this subclause shall be taken within one month of it being accrued at a time agreed between the employer and the employee.

(c) Where such time off in lieu is not taken in accordance with paragraph (b) hereof, it shall, by agreement between the employer and the employee, be taken in conjunction with a future period of annual leave or the employer shall discharge his/her obligation to provide time off in lieu by making payment for the accrued time off when the employee's wages are paid at the end of the next pay period.

(d) Upon termination of an employee's service with an employer, the employee shall be paid for all accrued time off which remains owing to the employee at the date of resignation.

5. (a) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.

(b) An employee who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

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

8.—MEAL ALLOWANCE

In addition to the overtime prescribed in Clause 8.—Overtime, a meal allowance of \$6.10 shall be paid to each employee who, at the requirement of the employer, works two hours or more overtime after the completion of the ordinary hours on any day.

9.—HOLIDAYS

1. The following days or the days observed in lieu shall subject to Clause 8. Overtime, and subject as hereinafter provided, be allowed as holidays without deduction of pay, namely—New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in the subclause.

2. When any of the days mentioned in subclause (1) hereof falls on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday, the holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.

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

4. Where—

(a) a day is proclaimed as a whole public holiday or a half public holiday under section 7 of the Public and Bank Holidays Act, 1972; and

(b) that proclamation does not apply throughout the State or to the metropolitan area of the State,

that day shall be a whole public holiday or, as the case may be, a half public holiday for the purposes of this Agreement within the district or locality specified in the proclamation.

5. When any of the days mentioned in subclause (1) hereof falls on an employee's rostered day off, the employer and the employee may agree that the employee receive—

(a) an additional day's wages- or

(b) another day off may be allowed within twenty-eight days of the holiday; or

(c) an additional day off may be taken in conjunction with a period of annual leave.

6. All ordinary hours of work performed on a holiday provided by this clause, shall be paid at the rate of double time and a half.

7. Except for the provisions of subclause (6) hereof, the provisions of this clause shall not apply to casual employees.

10.—RATES OF PAY

1. The following shall be the minimum rates of wages per week payable to employees covered by this Agreement—

2. Base rate (per week) Junior Employees

(a) Those employees participating in Year 11 of the school Industry Links Program \$170.00 per thirty eight hour week worked.

(b) Those employees participating in Year 12 of the School Industry Links Program \$187.00 per thirty eight hour week worked

3. All employees will be paid at the following rate of pay for each of the 41 weeks of their participation in the School Industry Links Program, whether they actually participate in workplace duties or not;

(i) Year 11 Trainees—\$68.00 per week

(ii) Year 12 Trainees—\$74.80 per week

4. The rates of pay prescribed in subclause (2) and (3) shall be automatically varied from time to time to reflect such variations to the National Training Wage.

11.—ANNUAL LEAVE

1. (a) A period of four weeks consecutive leave with payment at ordinary rate of wage shall be allowed annually to an employee by the employer after 41 weeks continuous service with the employer.

(b) Such other periods of leave from the School Industry Links Program that may occur such as provided for by School Term and Semester Holidays shall be unpaid by the employer.

2. (a) During a period of annual leave, a worker shall be paid a loading of 17.5 per cent calculated on his/her ordinary rate of wage.

(b) The loading prescribed by this subclause shall not apply to proportionate leave on termination.

3. (a) Every employee shall be given and take annual leave within the four week period immediately following the termination of the final Semester of the School Year.

(b) At the completion of each year of the program the Trainee shall be paid all leave entitlements payable under this Agreement.

(c) Such payment is calculated upon the basis of an average of 2 seven point six hour days per week worked for 41 weeks of each year.

4. In the event of an employee being employed by an employer for only part of a year, he/she shall only be entitled to such leave on full payment as is proportionate to his/her length of service during that period with the employer.

12.—SICK LEAVE

1. (a) A worker who is unable to attend or remain at his/her place of employment during the ordinary hours of work by reason of personal ill health or injury, shall be entitled to payment during such absence in accordance with the following provisions.

(b) Entitlement to payment shall accrue at the rate of one sixth of a week for each completed month of service with the employer.

2. The unused portions of the entitlement to paid sick leave in any one year shall accumulate from year to year and subject to this clause may be claimed by the worker if the absence by reason of personal ill health or injury exceeds the period for which entitlement has accrued during the year at the time of the absence. Provided that a worker shall not be entitled to claim payment for any period exceeding four weeks in any one year of service.

3. To be entitled to payment in accordance with this clause, the worker shall as soon as reasonably practicable advise the employer of his/her inability to attend work, the nature of the illness or injury and the estimated duration of the absence.

4. The provisions of this clause do not apply to a worker who fails to produce a certificate from a medical practitioner dated at the time of the absence or who fails to supply such other proof of the illness or injury as the employer may reasonably require provided that the worker shall not be required to produce a certificate from a medical practitioner with respect to absences of two days or less unless after two such absences the employer requests in writing that the next and subsequent absences in that year, if any, shall be accompanied by such certificate.

5. The provisions of this clause with respect to payment, do not apply to workers who are entitled to payment under the Workers Compensation Act nor to workers whose injury or illness is the result of the worker's own misconduct.

13.—CONTRACT OF SERVICE

1. An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

2. (a) The notice required to be given by the employer or employee to terminate the employment will be two weeks.

(b) Notice of termination of employment may also be affected by the payment or forfeiture of wages for the relevant notice period, providing that employment may be terminated by part of the period of notice specified and part payment or forfeiture of wages in lieu of that notice.

14.—CERTIFICATE OF SERVICE

On the termination of service, a worker shall, on request, be given a Certificate setting out the length of service and the duties performed.

15.—RECORD

1. Each employer bound by this Agreement shall maintain a record containing the following information relating to each employee—

- (a) The name and address given by the employee.
- (b) The age of the employee if under 21 years of age.
- (c) The classification of the employee and whether the employee is full-time, part-time or casual.
- (d) The commencing and finishing times of each period of work each day.
- (e) The number of ordinary hours and the number of overtime hours worked each day and the totals for each pay period.

The wages and any allowances paid to the employee each pay period and any deductions made therefrom.

2. (a) At the time of payment of wages, the employee may be given a pay slip showing that part of the record specified in paragraphs (e) and (f) of subclause (1) of this clause, with respect to the pay period for which payment is being made.

(b) If a pay slip is not given to the employee as prescribed in paragraph (a) hereof the employer shall permit the employee to inspect the record either at the time of payment or at such other time as may be convenient to the employer. The employer shall not unreasonably withhold the record from inspection by the employee.

3. (a) The inspection of the record by the Union party to this Agreement shall be in accordance with Section 49B—Inspection of Records of the Industrial Relations Act, 1979.

(b) The employer may refuse the Union representative access to the records if—

- (i) the employer is of the opinion that access to the records by the Union representative would infringe the privacy of persons who are not members of the Union; and
- (ii) the employer undertakes to produce the records to an Industrial Inspector within 48 hours of being notified of the requirement to inspect by the Union representative.

(c) The power of inspection may only be exercised by a Union representative authorized for the purpose in accordance with the rules of the Union.

(d) Before exercising a power of inspection, the Union representative shall give reasonable notice of not less than 24 hours to an employer.

16.—PAYMENT OF WAGES

1. (a) The employer may elect to pay employees in cash, by cheque or by means of a credit transfer to a bank, building society or credit union account in the name of the employee. The day that the credit transfer is credited to the employee's account shall be deemed to be the date of payment.

(b) Payment shall be made within three trading days from the last day of the pay period and if in cash or by cheque shall be made during the employee's ordinary working hours.

(c) No employer shall change the method of payment to employees without first giving them at least four weeks' notice of such change.

(d) No employee shall be required to accept a change in the method of payment if such change causes hardship. Any dispute concerning hardship in a particular case shall be referred to a Board of Reference for determination.

2. (a) The employer may elect to pay employees weekly or fortnightly in accordance with subclause (1), of this clause.

(b) No employer shall change the frequency of payment to employees without first giving them and the Union at least four week's notice of such change.

(c) The method of introducing a fortnightly pay system shall be by the payment of an additional week's wages in the last weekly pay before the change to fortnightly pays to be repaid by equal fortnightly deductions made from the next and subsequent pays provided the period for repayment shall not be less than 20 weeks, or some other method agreed upon by the Union and the employer.

3. For the purposes of affecting the Fostering off of employees as provided by this Agreement, ordinary wages may be

paid either for the actual hours worked each pay period or an amount being calculated on the basis of the average of 38 hours per week.

17.—TRAVELLING TIME

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

2. 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.

3. All travelling time outside ordinary working hours shall be paid for at ordinary rates up to a maximum of twelve 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 hours shall be paid for in any such period.

18.—GENERAL

1. 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.

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

3. In any week where a worker requests he/she shall be supplied with the details of the amount of the ordinary wages due, the overtime and of all deductions made from the gross earnings.

19.—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/her employer during the recognised meal hour of the worker with the permission of his/her 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.

20.—LOCATION ALLOWANCES

1. Subject to the provisions of this clause, in addition to the rates prescribed in the wages clause of this Agreement, an employee shall be paid the following weekly allowances when employed in the towns prescribed hereunder. Provided that where the wages are prescribed as fortnightly rates of pay, these allowances shall be shown as fortnightly allowances.

| TOWN | PER WEEK \$ |
|---------------------------|----------------|
| Agnew | 14.20 |
| Argyle (see subclause 12) | 36.70 |
| Balladonia | 13.90 |
| Barrow Island | 23.90 |
| Boulder | 5.80 |
| Broome | 22.50 |
| Bullfinch | 6.80 |
| Carnarvon | 11.50 |
| Cockatoo Island | 24.80 |
| Coolgardie | 5.80 |
| Cue | 14.40 |
| Dampier | 19.50 |
| Denham | 11.50 |
| Derby | 23.50 |
| Esperance | 4.40 |
| Eucla | 15.80 |
| Exmouth | 20.20 |
| Fitzroy Crossing | 28.30 |
| Goldsworthy | 13.10 |
| Halls Creek | 32.10 |
| Kalbarri | 4.80 |
| Kalgoorlie | 5.80 |
| Kambalda | 5.80 |
| Karratha | 23.10 |
| Koolan Island | 24.80 |
| Koolyanobbing | 6.80 |
| Kununurra | 36.70 |
| Laverton | 14.30 |
| Learmonth | 20.20 |
| Leinster | 14.20 |

| TOWN | PER WEEK \$ |
|----------------|----------------|
| Leonora | 14.30 |
| Madura | 14.90 |
| Marble Bar | 34.90 |
| Meekatharra | 12.40 |
| Mt Magnet | 15.40 |
| Mundrabilla | 15.40 |
| Newman | 13.60 |
| Norseman | 11.90 |
| Nullagine | 34.80 |
| Onslow | 23.90 |
| Pannawonica | 18.30 |
| Paraburdoo | 18.10 |
| Port Hedland | 19.10 |
| Ravensthorpe | 7.60 |
| Roebourne | 26.50 |
| Sandstone | 14.20 |
| Shark Bay | 11.50 |
| Shay Gap | 13.10 |
| Southern Cross | 6.80 |
| Telfer | 32.50 |
| Teutonic Bore | 14.20 |
| Tom Price | 18.10 |
| Whim Creek | 22.90 |
| Wickham | 22.30 |
| Wiluna | 14.50 |
| Wittenoom | 30.90 |
| Wyndham | 34.80 |

2. Except as provided in subclause (3) of this clause, an employee who has—

- A dependent shall be paid double the allowance prescribed in subclause (1) of this clause;
- A partial dependent shall be paid the allowance prescribed in subclause (1) of this clause plus the difference between that rate and the amount such partial dependent is receiving by way of a district or location allowance.

3. Where an employee—

- is provided with board and lodging by his/her employer, free of charge; or
- is provided with an allowance in lieu of board and lodging by virtue of the Agreement or an Order or Agreement made pursuant to the Act;

such employee shall be paid 66 2/3% of the allowances prescribed in subclause (1) of this clause.

4. Subject to subclause (2) of this clause, junior employees, casual employees, part-time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.

5. Where an employee is on annual leave or receives payment in lieu of annual leave, he/she shall be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.

6. Where an employee is on long service leave or other approved leave with pay (other than annual leave) he/she shall only be paid location allowance for the period of such leave he/she remains in the location in which he/she is employed.

7. For the purposes of this clause—

- "Dependant" shall mean—
 - a spouse or defacto spouse; or
 - a child where there is no spouse or defacto spouse;
 who does not receive a district or location allowance.
- "Partial Dependant" shall mean a "dependent" as prescribed in paragraph (a) of this subclause who receives a district or location allowance which is less than the location allowance prescribed in subclause (1) of this clause.

8. Where an employee is employed in a town or location not specified in this clause, the allowance payable for the purpose

of subclause (1) of this clause shall be such amount as may be agreed between Australian Mines and Metals Association, the Chamber of Commerce and Industry of Western Australia and the Trades and Labor Council of Western Australia or, failing such agreement, as may be determined by the Commission.

9. Subject to the making of a General Order pursuant to s.50 of the Act, that part of each location allowance representing prices shall be varied from the beginning of the first pay period commencing on or after the 1st day in July of each year in accordance with the annual percentage change in the Consumer Price Index (excluding housing), for Perth measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.

21.—UNION NOTICES

The employer shall allow a copy of this Agreement, if supplied by the Union, to be posted in a place which is easily accessible to the workers.

22.—UNIFORMS

Where uniforms are required to be worn, they shall be supplied by the employer.

23.—COMPASSIONATE LEAVE

1. An employee shall, on the death of the spouse, defacto spouse, father, mother brother, sister, child, step-child or guardian of dependent children of the employee, be entitled to leave up to and including the day of the funeral of such relation; such leave, for a period not exceeding two days in respect of any such death, shall be without loss of any ordinary pay which the employee would have received if he/she had not been on such leave.

2. The right to such paid leave shall be dependent on compliance with the following conditions—

- (a) The employee shall give the employer notice of his/her intention to take such leave as soon as reasonably practicable after the death of such relation, and in respect of a death overseas of a prescribed relative, the employee shall provide to the employer such evidence that he/she is attending the funeral.
- (b) Satisfactory evidence of such death shall be furnished by the employee to the employer.
- (c) The employee shall not be entitled to leave under this clause in respect of any period which coincides with any other period leave entitlement under this Agreement or otherwise.

25.—SIGNATORIES

Signed for and on behalf of—

South Metropolitan Youth Link (Inc.)

(Signed By J Lambrecht)

Date: 2/12/97

Signed for and on behalf of Australian Municipal, Administrative, Clerical and Services Union of Employees, West Australian Clerical and Administrative Branch

Common Seal Affixed

(Signed By R Dhue)

Date: 1/12/97

UNICA MARBLE AND GRANITE INDUSTRIAL AGREEMENT.

No. AG 358 of 1997.

P & C INDUSTRIAL INSTALLATIONS AND MAINTENANCE INDUSTRIAL AGREEMENT.

No. AG 360 of 1997.

J & S G BARNETT INDUSTRIAL AGREEMENT.

No. AG 361 of 1997.

TOTAL GLASS INDUSTRIAL AGREEMENT.

No. AG 362 of 1997.

SUNLITE AUSTRALIA INDUSTRIAL AGREEMENT.

No. AG 363 of 1997.

ASA WINDOWS PTY LTD.

No. AG 365 of 1997.

AUSTRALIAN FIRE DOORS INDUSTRIAL AGREEMENT.

No. AG 366 of 1997.

VENTARA HOLDINGS INDUSTRIAL AGREEMENT.

No. AG 367 of 1997.

ADVERT BRICKLAYING INDUSTRIAL AGREEMENT.

No. AG 368 of 1997.

ACCENT NOMINEES PTY LTD INDUSTRIAL AGREEMENT.

No. AG 369 of 1997.

KEYWEST CONS CO PTY LTD INDUSTRIAL AGREEMENT.

No. AG 370 of 1997.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Western Australian Builders' Labourers, Painters and Plasterers Union of Workers

and

Unica Marble and Granite

No. AG 358 of 1997

Unica Marble and Granite Industrial Agreement

The Western Australian Builders' Labourers, Painters and Plasterers Union of Workers and The Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch

and

P & C Industrial Installations and Maintenance Pty Ltd

No. AG 360 of 1997.

P & C Industrial Installations and Maintenance Industrial Agreement

The Western Australian Builders' Labourers, Painters and Plasterers Union of Workers and The Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch

and

Fabian Holdings Pty Ltd trading as J & S G Barnett

No. AG 361 of 1997.

J & S G Barnett Industrial Agreement

The Western Australian Builders' Labourers, Painters and Plasterers Union of Workers and The Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch

and

Aliysa Pty Ltd trading as Total Glass

No. AG 362 of 1997.

Total Glass Industrial Agreement

The Western Australian Builders' Labourers, Painters and Plasterers Union of Workers and The Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch

and

Ost Pty Ltd trading as Sunlite Australia
No. AG 363 of 1997

Sunlite Australia Industrial Agreement

The Western Australian Builders' Labourers, Painters and Plasterers Union of Workers and The Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch

and

A.S.A. Windows Pty Ltd
No. AG 365 of 1997.

ASA Windows Pty Ltd Industrial Agreement

The Western Australian Builders' Labourers, Painters and Plasterers Union of Workers and The Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch

and

Australian Fire Door Company Pty Ltd
No. AG 366 of 1997.

Australian Fire Doors Industrial Agreement

The Western Australian Builders' Labourers, Painters and Plasterers Union of Workers and The Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch

and

Ventara Holdings Pty Ltd
No. AG 367 of 1997.

Ventara Holdings Industrial Agreement

The Western Australian Builders' Labourers, Painters and Plasterers Union of Workers and The Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch

and

Advert Bricklaying Contractors
No. AG 368 of 1997.

Advert Bricklaying Industrial Agreement

The Western Australian Builders' Labourers, Painters and Plasterers Union of Workers and The Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch

and

Accent Nominees Pty Ltd
No. AG 369 of 1997.

Accent Nominees Pty Ltd Industrial Agreement

The Western Australian Builders' Labourers, Painters and Plasterers Union of Workers and The Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch

and

Keywest Construction Co Pty Ltd.
No. AG 370 of 1997.

Keywest Cons Co Pty Ltd Industrial Agreement.

COMMISSIONER P E SCOTT.

6 February 1998.

Reasons for Decision.

THE COMMISSIONER: Each of the matters before the Commission is an application for registration of an industrial agreement pursuant to S.41 of the Industrial Relations Act 1979. Each agreement contains a clause headed "Industry Standards" and a paragraph headed "Superannuation" which states—

"The Company will immediately increase its level of payment into the Construction + Building Unions Superannuation Scheme to \$60 per week per employee."

Each of them also contains a clause 8.—"Relationship with Awards" which states—

"This Agreement shall be read wholly in conjunction with the (Building Trades (Construction) Award 1997 No.

14 of 1978). Where this Agreement is silent on rates of pay and other matters pertaining to the employment relationship, the Award shall apply. Where there is conflict between the rates of pay, conditions, allowances and other matters in this Agreement and the Awards the higher rate shall apply."

It is noted that the Building Trades (Construction) Award No. 14 of 1978, at clause 50—"Superannuation" subclause (2) provides that, amongst other things—

"an employer shall contribute an amount on behalf of each eligible employee into a relevant superannuation fund"

At the time of this decision that level of contribution required under the Superannuation Guarantee (Administration) Act, 1992 is 6% of ordinary time earnings. The agreements require that the employer increase that contribution to a particular amount.

The issue which has arisen is whether the provisions of s.49C of the Industrial Relations Act, 1979 require that the agreements contain certain other provisions to deal with superannuation. Section 49C(2), which is the relevant part of s.49C, states—

- (2) In exercising its jurisdiction under this Part the Commission shall not make an award or order, or register an industrial agreement, which requires contribution to a superannuation fund or scheme by an employee or by an employer in respect of an employee unless the award, order or industrial agreement—
- (a) permits the employee to nominate a complying superannuation fund or scheme;
 - (b) requires the employer to notify the employee of the entitlement to nominate a complying superannuation fund or scheme;
 - (c) requires the employer-
 - (i) if the award, order or industrial agreement specifies one or more complying superannuation funds or schemes to which contributions may be made, to make contributions to that fund or scheme, or one of those funds or schemes nominated by the employer, until the employee nominates a complying superannuation fund or scheme; or
 - (ii) if the award, order or industrial agreement does not specify a complying superannuation fund or scheme to which contributions may be made, to make contributions to a complying fund or scheme nominated by the employer until the employee nominates such a fund or scheme;
 - (d) requires the employee and employer to be bound by the nomination of the employee unless the employee and employer agree to change the complying superannuation fund or scheme to which contributions are to be made; and
 - (e) provides that an employer shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by an employee.

The Union says that the provisions of s.49C(2) do not prevent the registration of these agreements on the basis that the agreements do not require the employer to contribute to a superannuation fund but rather provide for the employer to increase the contribution already made to \$60, and then only in respect of employees where the employer already makes a contribution into the Construction + Building Unions Superannuation Scheme. If the employer pays into another scheme or is not required by the Award or the agreement to make the payment then there is no impediment to the registration of the agreement. It is also said that if the employer does not pay into the Construction + Building Unions Superannuation Scheme then the obligation in respect of superannuation payments reverts to the Building Trades (Construction) Award 1978.

The issue to be resolved is whether the terms of the agreements require "contribution to a superannuation fund or scheme by an employee or by an employer in respect of an employee".

The rules of interpretation provide that words are to be given their plain and ordinary meaning unless this would lead to an absurdity. It is also required that the words not be interpreted in isolation, but be given a meaning consistent with their context in the document being interpreted.

In determining whether s.49C(2) places an impediment on the registration of these agreements, it is necessary to determine the meaning of the term of the agreement under consideration. The term "increase" is that which is in issue, and it is defined in The Shorter Oxford English Dictionary on Historical Principles, Third Edition as including:

"The action of increasing. The action, process, or fact of becoming or making greater; augmentation, growth, enlargement, extension. ... The becoming numerous or more frequent; multiplication ..."

The Macquarie Dictionary, Revised Edition defines it as—

"To make greater in any respect; augment; add to. to make more numerous. to become greater or more numerous."

I note the words of Lord Traynor in *Hogg v. Edinburgh Magistrates*, 31 Sc. L.R. 796 in dealing with the question of the prohibition on the increase in height above a stated limit, of houses in an existing street, that "you cannot 'increase' what does not already exist". See also *Manchester and Northern Counties Federation of Coal Traders Association v. Lancashire and Yorkshire Railway Co*, 10 Ry and Can. Traffic Cases 127 where His Honour Collins J. noted that a charge made "for something for which they made no charge before ... does not constitute an increase of any charge ..."

On this basis, I find that it is the terms of the Award "which require(s) contribution to a superannuation fund." The agreements increase the amount of contribution to be made in certain circumstances but do not, of themselves, require a contribution. That being so, there is no impediment to the agreements being registered in their current form. Orders for the registration of the agreements shall issue.

APPEARANCES: Ms J Harrison for The Western Australian Builders' Labourers, Painters and Plasterers Union of Workers and Another

There was no appearance for any of the other parties

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Western Australian Builders' Labourers, Painters and
Plasterers Union of Workers
and

Unica Marble and Granite
No. AG 358 of 1997.

Unica Marble and Granite Industrial Agreement.

COMMISSIONER P E SCOTT.

26 February 1998.

Order.

HAVING heard Ms J Harrison on behalf of the Applicant and there being no appearance on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Unica Marble and Granite Industrial Agreement in the terms of the following schedule be registered on the 29th day of January 1998.

[L.S.]

(Sgd.) P. E. SCOTT,
Commissioner.

Schedule.

1.—TITLE

This Agreement will be known as the Unica Marble and Granite Industrial Agreement.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Area and Parties Bound
4. Application
5. Duration
6. Dispute Settlement Procedure
7. Single Enterprise
8. Relationship with Awards
9. Enterprise Agreement
10. Wage Increase
11. Site Allowance
12. Industry Standards
13. Clothing and Footwear
14. Training Allowance, Training Leave, Recognition of Prior Learning
15. Seniority
16. Sick Leave
17. Pyramid Sub-Contracting
18. Fares and Travelling
19. Drug and Alcohol, Safety and Rehabilitation Program
20. Income Protection
21. No Extra Claims

Appendix A—Wage Rates

Appendix B—Drug and Alcohol, Safety and Rehabilitation Program

Appendix C—Site Allowance

3.—AREA AND PARTIES BOUND

This is an Agreement between The Western Australian Builder's Labourers, Painters, & Plasterers Union of Workers (hereinafter referred to as the "Union") and Unica Marble and Granite (hereinafter referred to as the "Company") in the State of Western Australia.

4.—APPLICATION

This Agreement shall be binding upon the Company, the Unions, its officers and members, and any person eligible to be members of the Unions employed by the Company on work covered by the terms of the Building Trades (Construction) Award 1987, No. 14 of 1978 (the "Award"). There are approximately 4 employees covered by this agreement.

5.—DURATION

This Agreement shall commence from the first pay period on or after the date of signing and shall continue in effect until 31 October 1999.

The parties agree to commence discussion on the terms and conditions of any future agreement three calendar months prior to the expiration of this Agreement.

6.—DISPUTE SETTLEMENT PROCEDURE

In relation to any questions, disputes or difficulties arising out of the operation of this Agreement the dispute settlement procedure that shall apply shall be in the same terms as that outlined in Clause 46 Settlement of Disputes of the Award.

7.—SINGLE ENTERPRISE

It is agreed that this Agreement applies in respect of a single enterprise as defined in Clause 41A(2) of the WA Industrial Relations Act 1979, as amended (the "Act").

8.—RELATIONSHIP WITH AWARDS

This Agreement shall be read wholly in conjunction with the Award. Where this Agreement is silent on rates of pay and other matters pertaining to the employment relationship, the Award shall apply. Where there is conflict between the rates of pay, conditions, allowances and other matters in this Agreement and the Awards the higher rate shall apply.

9.—ENTERPRISE AGREEMENT

It is agreed that in the event of the Unions and the Company agreeing on the terms of a comprehensive enterprise agreement, this Agreement may be terminated in accordance with the requirements of the Act.

10.—WAGE INCREASE

This Agreement provides for increases in the hourly rate resulting in the wage rates in the Appendix A—Wage Rates.

In addition to the rates prescribed in Appendix A, an allowance of \$1.00 per hour Tiling Allowance shall apply to all projects. This allowance will be in lieu of the Structural Frame Allowance.

11.—SITE ALLOWANCE

This Agreement provides for site allowances as per Appendix C—Site Allowance.

12.—INDUSTRY STANDARDS

1. Redundancy

It is a term of this Agreement that the Company will immediately increase its payments to \$45 per week per employee into the Western Australian Construction Industry Redundancy Fund and then will increase this to \$50 per week per employee on 1 August 1998.

2. Superannuation

The Company will immediately increase its level of payment into the Construction + Building Unions Superannuation Scheme to \$60 per week per employee.

3. Apprentice Rates

The Company agrees to maintain a ratio of no more than four tradespeople to one apprentice employed.

13.—CLOTHING AND FOOTWEAR

1. The following items will be supplied to each employee by the Company, upon the completion of five working days.

- (a) 1 pair safety boots, and will be replaced on a fair wear and tear basis.
- (b) 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- (c) 1 bluey jacket for each employee employed during the period 1 April to 31 October. (One issued per year)

2. The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

14.—TRAINING ALLOWANCE, TRAINING LEAVE, RECOGNITION OF PRIOR LEARNING

1. A training allowance of 30 cents per week per worker shall be paid by the employer to the Union Education and Training Fund.

2. Subject to all qualifications in this clause, an employee shall, upon application in writing to and with approval of the employer, be granted leave with pay each calendar year pro-rata to attend courses conducted or approved by the NBCITC. The employers approval shall not be unreasonably withheld.

The application for leave shall be given to the employer at least two weeks in advance of the date of commencement of the course.

The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave where an employee is otherwise entitled.

An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than—

- course fees
- course books and materials
- payment of ordinary time earnings for such absence.

For the purpose of this clause ordinary time earnings shall be defined as the agreement classification rate.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

3. The employer will actively encourage employees to seek formal recognition of their skills (recognition of prior learning), and will allow leave as per (2) above for such purposes including but not limited to securing Tradesmen's Rights Certificates.

15.—SENIORITY

1. The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

2. When applying the "first on last off" principle it is agreed subject to the caveat of "all things being equal", it is intended to apply on a state basis rather than a site by site basis.

3. It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 6—Dispute Settlement Procedure.

4. An employee who has been retrenched by the Company shall have absolute preference and priority for re-employment/re-engagement by the Company. Where an employee is re-engaged within a period of six months the employee shall maintain continuity of service and all accrued entitlements with the Company.

16.—SICK LEAVE

For sick leave accrued after the date of signing this agreement the following will apply—

- (a) The Company's employees shall have the option of converting 100% of accrued sick leave entitlement to a cash payment on termination.
- (b) If an employee who has been terminated by the Company without exercising the above option is re-engaged within a period of six months, the unpaid balance of sick leave shall continue from the date of re-engagement.

17.—PYRAMID SUB-CONTRACTING

1 "Pyramid Sub-Contracting" is defined as the practice of a sub-contractor, to whom a sub-contract is originally awarded, sub-letting that contract or part thereof to another sub-contractor.

2. Provided that where a sub-contractor does not have the technical capacity to handle a specialist section of the contract and intends to engage a specialist sub-contractor to perform that work, that section may be re-let to a specialist sub-contractor.

3. Further provided that when a sub-contract is let for labour and material, a labour-only sub-contract may be let by the sub-contractor, but it is unacceptable as a principle for further labour-only sub-contracts to be re-let.

4. A bona fide sub-contractor is generally an employer of labour, save for a machine owner operator.

5. Where a disagreement arises in relation to the definition or application of the term "Pyramid Sub-Contracting" the parties shall discuss and determine the issue in accordance with the agreement dispute resolution procedure. In any event of a disagreement, the matter shall be negotiated further between the parties or referred to the Western Australian Industrial Relations Commission. Whilst these procedures are undertaken no industrial action shall occur.

18.—FARES AND TRAVELLING

In addition to Clause 12A of the award a travel payment shall be made in the form of a daily payment (on days worked) of \$6.15 per day per employee.

19.—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

The parties are committed to the Drug and Alcohol, Safety and Rehabilitation program as outlined in Appendix B—Drug and Alcohol, Safety and Rehabilitation Program.

20.—INCOME PROTECTION

The Company agrees to insure employees covered by this Agreement for injury and sickness. The scheme is to be negotiated through the ACTU Insurance Broking Pty Limited (ACN. 069 795 875).

21.—NO EXTRA CLAIMS

The Union will make no further claims on the Company over conditions set out in this Agreement for the life of the Agreement.

Signed for and on behalf of—

The Unions: **BLPPU**

Signed **Common Seal**

Date: 11/12/97

Signed

WITNESS

The Company

Signed

Date: 10/12/97

John Cusal

PRINT NAME

APPENDIX A—WAGE RATES

| | Date of Signing | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|------------|-----------------|-----------------|---------------|-----------------|---------------|
| | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ | \$ | \$ |
| Tiler | 16.17 | 16.64 | 17.11 | 17.58 | 17.82 |
| Yr 1 | 6.79 | 6.99 | 7.18 | 7.38 | 7.48 |
| Yr 2 (1/3) | 8.90 | 9.16 | 9.42 | 9.68 | 9.81 |
| Yr 3 (2/3) | 12.13 | 12.49 | 12.84 | 13.19 | 13.37 |
| Yr 4 (3/3) | 14.23 | 14.65 | 15.06 | 15.48 | 15.69 |

APPENDIX B—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

1. PRINCIPLE

People dangerously affected by alcohol, and/or drugs are a safety hazard to themselves and all other persons in the workplace.

2. FOCUS

- Site safety and the involvement of the site safety committee
- Peer intervention and support
- Rehabilitation

3. WORKPLACE POLICY

- A person who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.
- The decision on a person's ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/employer representatives.
- There will be no payment of lost time to a person unable to work in a safe manner.
- If this happens 3 times the worker shall be given a written warning and made aware of the availability of treatment/counselling. If the worker refuses help he/she may be transferred/dismissed the next time he/she is dangerously affected.
- For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.
- A worker having problems with alcohol and/or other drugs—
 - Will not be sacked if he/she is willing to get help.
 - Must undertake and continue with the recommended treatment to maintain the protection of this program.
 - Will be entitled to sick leave or leave without pay while attending treatment.

4. IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will—

- Clearly state its endorsement of the BTG Drug and Alcohol program and comply with it.
- Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Program to address a meeting of employees to discuss and endorse the program.
- Authorise the attendance of appropriate company personnel eg. Safety delegate/officer, safety committee members, union delegate, consultative committee members(s) at the two hour BTG Drug and Safety in the Workplace training course.

APPENDIX C—SITE ALLOWANCE

1. This agreement is between the parties to this agreement and shall apply to construction work undertaken by principal contractors who are engaged in the commercial/industrial sector of the building industry in the state of Western Australia within a 50km radius of the Perth General Post Office.

2. This agreement provides for a site allowance to be paid to employees engaged on particular building projects, and for such site allowance to be paid in addition to the wage rates and allowances prescribed by the award as well as any industrial or certified agreements made in conjunction with the award which does not prescribe a site allowance.

3. The site allowance payable under this agreement is to be paid at a flat rate per hour for all hours worked to compensate for all special factors/disabilities on the project and in lieu of all award special rates, with the exception of rates relating to the lifting of heavy blocks, cleaning down brickwork and the use of explosive powered tools which will be payable to an employee when he/she encounters that particular disability.

4. Site Allowance Formula

At the commencement of a project the particular site allowance to apply shall be determined in accordance with the following formula—

4.1 Projects Located Within Perth C.B.D. (as defined)

New Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.80 |
| Above \$2.1m to \$4.4m | \$2.15 |
| Over \$4.4m | \$2.75 |

Renovations, Restorations and/or Refurbishment Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.60 |
| Above \$2.1m to \$4.4m | \$1.80 |
| Over \$4.4m | \$2.35 |

4.2 Projects Located Within West Perth (as defined)

New Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.60 |
| Above \$2.1m to \$4.4m | \$1.80 |
| Over \$4.4m | \$2.35 |

Renovations, Restorations and/or Refurbishment Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.50 |
| Above \$2.1m to \$4.4m | \$1.70 |
| Over \$4.4m | \$1.95 |

The site allowance on projects which are a combination of new and renovation work shall be governed by the majority of work involved. For example, where the majority of work is new work, then the site allowance appropriate to new work shall be paid for all employees on the project.

4.3 Projects within 50 km radius of Perth G.P.O.

but not including the C.B.D. or West Perth (as defined)

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$1m | NIL |
| Above \$1m to \$2.1m | \$1.20 |
| Above \$2.1m to \$5.8m | \$1.50 |
| Above \$5.8m to \$11.6m | \$1.75 |
| Above \$11.6m to \$23.6m | \$1.95 |
| Above \$23.6m to \$58.6m | \$2.25 |
| Over \$58.6m | \$2.45 |

“C.B.D.”—Central Business District shall mean the area bounded by the Swan River South, Swan River East to Nile Street running into Wittenoom Street, Hill

Street to Royal Street, Royal Street to Lord Street, Lord Street to Newcastle Street, along Newcastle Street to the Freeway South to the Perth Fremantle railway line, along the Perth-Fremantle railway line to Dyer Street, Dyer Street through to Havelock Street, Havelock Street to Kings Park Road, Kings Park Road to Fraser Avenue, Fraser Avenue projected through to the Swan River.

“West Perth”—shall mean the area contained within the boundaries formed by Thomas Street, Kings Park Road, Havelock Street, Dyer Street and the Perth-Fremantle railway line back to Thomas Street.

Boundary roads: If a road borders between two regions in which site allowances are to be paid as per this agreement, the parties confirm that one side of such a boundary road will be deemed to fall in one region and the other side of the boundary road will be deemed to fall in the other region. For example, the eastern side of Havelock Street will be in the “CBD” and the western side of Havelock Street shall be in “West Perth”.

“Project Contractual Value”—shall be deemed to mean the value of all tendered work which falls under the scope of the principal contractor’s contract.

5. The site/project allowance and project contractual value detailed in this agreement shall be adjusted on 1 October each year by the total C.P.I. movements for Perth during the preceding four quarters ending 30 June and accordingly, the site allowance amounts shall be adjusted up or down to the nearest five cents.

6. Project contractual values shall be subject to review at any renewal of this agreement, but in any event shall not be adjusted by a percentage less than the total CPI movements for Perth during the preceding four quarters ending 30 June. Such adjustment being to the nearest \$10,000.

7. The agreed site allowance once set pursuant to this agreement shall be recorded in a site agreement to which the applicable principal contractor and the Union will be signatories. The level of allowance once nominated at the commencement of the project will continue without change until completion of the project.

8. It is acknowledged that on certain projects a site agreement may be entered into between the principal contractor and the building trades group of unions for that project that may include matters regularly addressed within the industry, such as, but not limited to, the following—

- Disputes Procedures
- Occupational Health and Safety Procedures
- Demarcation Procedures
- First Aid Provisions and On-Site Amenities

and the unions will not unreasonably refuse to continue to discuss such matters if raised by the principal contractor.

9. This agreement does not apply to resource development projects or civil and engineering projects.

10. Where a dispute arises as to the application of the terms of this agreement, if the issue cannot be resolved in discussions between the parties, it is agreed that the matter will be referred to the appropriate industrial tribunal for resolution without recourse to industrial action.

11. It is a term of this agreement that all site allowance agreements entered into prior to this date will be honoured by all parties and will continue to apply for the life of the particular project.

12. Where because of a condition of contract the principal contractor is required not to allow for a site allowance, before final application of this agreement, discussions will be held between the parties with a view to resolving any problems that may arise as a result of this situation.

13. This agreement shall only apply to building contracts entered into on or after 1 October, 1995.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Western Australian Builders’ Labourers, Painters and Plasterers Union of Workers and the Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch

and

P & C Industrial Installations and Maintenance Pty Ltd.
No. AG 360 of 1997.

P & C Industrial Installations and Maintenance Industrial Agreement.

COMMISSIONER P E SCOTT.

26 February 1998.

Order.

HAVING heard Ms J Harrison on behalf of the Applicants and there being no appearance on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the P & C Industrial Installations and Maintenance Industrial Agreement in the terms of the following schedule be registered on the 29th day of January 1998.

(Sgd.) P. E. SCOTT,

[L.S.] Commissioner.

WAGE AGREEMENT

Schedule.

1.—TITLE

This Agreement will be known as the P & C Industrial Installations and Maintenance Industrial Agreement.

2.—ARRANGEMENT

1. Title
 2. Arrangement
 3. Area and Parties Bound
 4. Application
 5. Duration
 6. Dispute Settlement Procedure
 7. Single Enterprise
 8. Relationship with Awards
 9. Enterprise Agreement
 10. Wage Increase
 11. Site Allowance
 12. Industry Standards
 13. Clothing and Footwear
 14. Training Allowance, Training Leave, Recognition of Prior Learning
 15. Seniority
 16. Sick Leave
 17. Pyramid Sub-Contracting
 18. Fares and Travelling
 19. Drug and Alcohol, Safety and Rehabilitation Program
- Appendix A—Wage Rates
Appendix B—Drug and Alcohol, Safety and Rehabilitation Program
Appendix C—Site Allowance

3.—AREA AND PARTIES BOUND

This is an Agreement between The Western Australian Builder’s Labourers, Painters, & Plasterers Union of Workers and the Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch (hereinafter referred to as the “Unions”) and P & C Industrial Installations and Maintenance Pty Ltd (hereinafter referred to as the “Company”) in the State of Western Australia.

4.—APPLICATION

This Agreement shall be binding upon the Company, the Unions, its officers and members, and any person eligible to be members of the Unions employed by the Company on work

covered by the terms of the Building Trades (Construction) Award 1987, No. 14 of 1978 (the "Award"). There are approximately 3 employees covered by this agreement.

5.—DURATION

This Agreement shall commence from the first pay period on or after the date of signing and shall continue in effect until 31 October 1999.

The parties agree to commence discussion on the terms and conditions of any future agreement three calendar months prior to the expiration of this Agreement.

6.—DISPUTE SETTLEMENT PROCEDURE

In relation to any questions, disputes or difficulties arising out of the operation of this Agreement the dispute settlement procedure that shall apply shall be in the same terms as that outlined in Clause 46 Settlement of Disputes of the Award.

7.—SINGLE ENTERPRISE

It is agreed that this Agreement applies in respect of a single enterprise as defined in Clause 41A(2) of the WA Industrial Relations Act 1979, as amended (the "Act").

8.—RELATIONSHIP WITH AWARDS

This Agreement shall be read wholly in conjunction with the Award. Where this Agreement is silent on rates of pay and other matters pertaining to the employment relationship, the Award shall apply. Where there is conflict between the rates of pay, conditions, allowances and other matters in this Agreement and the Awards the higher rate shall apply.

9.—ENTERPRISE AGREEMENT

It is agreed that in the event of the Unions and the Company agreeing on the terms of a comprehensive enterprise agreement, this Agreement may be terminated in accordance with the requirements of the Act.

10.—WAGE INCREASE

This Agreement provides for increases in the hourly rate and allowances resulting in the wage rates in the Appendix A—Wage Rates.

11.—SITE ALLOWANCE

This Agreement provides for site allowances as per Appendix C—Site Allowance.

12.—INDUSTRY STANDARDS

1. Redundancy

It is a term of this Agreement that the Company will immediately increase its payments to \$45 per week per employee into the Western Australian Construction Industry Redundancy Fund and then will increase this to \$50 per week per employee on 1 August 1998.

2. Superannuation

The Company will immediately increase its level of payment into the Construction + Building Unions Superannuation Scheme to \$60 per week per employee as of 1 August 1997.

3. Apprentice Rates

The Company agrees to maintain a ratio of no more than four tradespeople to one apprentice employed.

13.—CLOTHING AND FOOTWEAR

1. The following items will be supplied to each employee by the Company, upon the completion of five working days.

- (a) 1 pair safety boots, and will be replaced on a fair wear and tear basis.
- (b) 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- (c) 1 bluey jacket for each employee employed during the period 1 April to 31 October. (One issued per year)

2. The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

14.—TRAINING ALLOWANCE, TRAINING LEAVE, RECOGNITION OF PRIOR LEARNING

1. A training allowance of \$12.00 per week per worker shall be paid by the employer to the Union Education and Training Fund.

2. Subject to all qualifications in this clause, an employee shall, upon application in writing to and with approval of the employer, be granted leave with pay each calendar year pro-rata to attend courses conducted or approved by the NBCITC. The employers approval shall not be unreasonably withheld.

The application for leave shall be given to the employer at least two weeks in advance of the date of commencement of the course.

The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave where an employee is otherwise entitled.

An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than—

- course fees
- course books and materials
- payment of ordinary time earnings for such absence.

For the purpose of this clause ordinary time earnings shall be defined as the agreement classification rate.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

3. The employer will actively encourage employees to seek formal recognition of their skills (recognition of prior learning), and will allow leave as per (2) above for such purposes including but not limited to securing Tradesmen's Rights Certificates.

15.—SENIORITY

1. The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

2. When applying the "first on last off" principle it is agreed subject to the caveat of "all things being equal", it is intended to apply on a state basis rather than a site by site basis.

3. It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 6—Dispute Settlement Procedure.

4. An employee who has been retrenched by the Company shall have absolute preference and priority for re-employment/re-engagement by the Company. Where an employee is re-engaged within a period of six months the employee shall maintain continuity of service and all accrued entitlements with the Company.

16.—SICK LEAVE

For sick leave accrued after the date of signing this agreement the following will apply—

- (a) The Company's employees shall have the option of converting 100% of accrued sick leave entitlement to a cash payment on termination.
- (b) If an employee who has been terminated by the Company without exercising the above option is re-engaged within a period of six months, the unpaid balance of sick leave shall continue from the date of re-engagement.

17.—PYRAMID SUB-CONTRACTING

1 "Pyramid Sub-Contracting" is defined as the practice of a sub-contractor, to whom a sub-contract is originally awarded, sub-letting that contract or part thereof to another sub-contractor.

2. Provided that where a sub-contractor does not have the technical capacity to handle a specialist section of the contract and intends to engage a specialist sub-contractor to perform that work, that section may be re-let to a specialist sub-contractor.

3. Further provided that when a sub-contract is let for labour and material, a labour-only sub-contract may be let by the sub-contractor, but it is unacceptable as a principle for further labour-only sub-contracts to be re-let.

4. A bona fide sub-contractor is generally an employer of labour, save for a machine owner operator.

5. Where a disagreement arises in relation to the definition or application of the term "Pyramid Sub-Contracting" the parties shall discuss and determine the issue in accordance with the agreement dispute resolution procedure. In any event of a disagreement, the matter shall be negotiated further between the parties or referred to the Western Australian Industrial Relations Commission. Whilst these procedures are undertaken no industrial action shall occur.

18.—FARES AND TRAVELLING

In addition to Clause 12A of the award a travel payment shall be made in the form of a daily payment (on days worked) of \$6.15 per day per employee.

19.—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

The parties are committed to the Drug and Alcohol, Safety and Rehabilitation program as outlined in Appendix B—Drug and Alcohol, Safety and Rehabilitation Program.

Signed for and on behalf of—

The Unions: **BLPPU** Signed **Common Seal**
Date: 12/12/97

Signed
WITNESS

CMETU Signed **Common Seal**
Date: 15/12/97

Signed
WITNESS

The Company **Common Seal** Signed
Company Seal Date: 2/12/97

Clinton Wright
PRINT NAME
Signed
WITNESS

APPENDIX A—WAGE RATES

| | Date of Signing | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|-----------------------|-----------------|-----------------|---------------|-----------------|---------------|
| | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ | \$ | \$ |
| Labourer Group 1 | 15.56 | 16.01 | 16.47 | 16.92 | 17.15 |
| Labourer Group 2 | 15.03 | 15.47 | 15.90 | 16.34 | 16.56 |
| Labourer Group 3 | 14.63 | 15.05 | 15.48 | 15.90 | 16.12 |
| Plaster, Fixer | 16.17 | 16.64 | 17.11 | 17.58 | 17.82 |
| Painter, Glazier | 15.81 | 16.27 | 16.73 | 17.19 | 17.42 |
| Signwriter | 16.15 | 16.62 | 17.09 | 17.56 | 17.80 |
| Carpenter | 16.27 | 16.75 | 17.22 | 17.70 | 17.93 |
| Bricklayer | 16.11 | 16.58 | 17.05 | 17.52 | 17.75 |
| Refractory Bricklayer | 18.50 | 19.04 | 19.58 | 20.12 | 20.38 |
| Stonemason | 16.27 | 16.75 | 17.22 | 17.70 | 17.93 |
| Rooflayer | 15.99 | 16.45 | 16.92 | 17.38 | 17.62 |
| Marker/Setter Out | 16.75 | 17.24 | 17.72 | 18.21 | 18.46 |
| Special Class T | 16.96 | 17.46 | 17.95 | 18.45 | 18.69 |

APPRENTICE RATES

| | Date of Signing | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|----------------------|-----------------|-----------------|---------------|-----------------|---------------|
| | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ | \$ | \$ |
| Plasterer, Fixer | | | | | |
| Yr 1 | 6.79 | 6.99 | 7.18 | 7.38 | 7.48 |
| Yr 2 (1/3) | 8.90 | 9.16 | 9.42 | 9.68 | 9.81 |
| Yr 3 (2/3) | 12.13 | 12.49 | 12.84 | 13.19 | 13.37 |
| Yr 4 (3/3) | 14.23 | 14.65 | 15.06 | 15.48 | 15.69 |
| Painter, Glazier | | | | | |
| Yr 1 (.5/3.5) | 6.64 | 6.84 | 7.03 | 7.22 | 7.32 |
| Yr 2 (1/3), 1.5/3.5) | 8.70 | 8.95 | 9.20 | 9.45 | 9.58 |
| Yr 3 (2/3), 2.5/3.5) | 11.86 | 12.20 | 12.55 | 12.89 | 13.06 |
| Yr 4 (3/3), 3.5/3.5) | 13.92 | 14.32 | 14.73 | 15.13 | 15.33 |
| Signwriter | | | | | |
| Yr 1 (.5/3.5) | 6.79 | 6.99 | 7.18 | 7.38 | 7.48 |
| Yr 2 (1/3, 1.5/3.5) | 8.88 | 9.14 | 9.40 | 9.65 | 9.78 |
| Yr 3 (2/3, 2.5/3.5) | 12.11 | 12.47 | 12.82 | 13.17 | 13.35 |
| Yr 4 (3/3, 3.5/3.5) | 14.21 | 14.63 | 15.04 | 15.46 | 15.66 |
| Carpenter | | | | | |
| Yr 1 | 6.84 | 7.04 | 7.24 | 7.44 | 7.54 |
| Yr 2 (1/3) | 8.95 | 9.21 | 9.47 | 9.73 | 9.86 |
| Yr 3 (2/3) | 12.21 | 12.56 | 12.92 | 13.27 | 13.45 |
| Yr 4 (3/3) | 14.32 | 14.73 | 15.15 | 15.57 | 15.78 |

| | Date of Signing | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|--------------|-----------------|-----------------|---------------|-----------------|---------------|
| | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ | \$ | \$ |
| Bricklayer | | | | | |
| Yr 1 | 6.77 | 6.96 | 7.16 | 7.36 | 7.46 |
| Yr 2 (1/3) | 8.86 | 9.12 | 9.37 | 9.63 | 9.76 |
| Yr 3 (2/3) | 12.08 | 12.43 | 12.79 | 13.14 | 13.31 |
| Yr 4 (3/3) | 14.17 | 14.59 | 15.00 | 15.41 | 15.62 |
| Stonemason | | | | | |
| Yr 1 | 6.84 | 7.04 | 7.24 | 7.44 | 7.54 |
| Yr 2 (1/3) | 8.95 | 9.21 | 9.47 | 9.73 | 9.86 |
| Yr 3 (2/3) | 12.21 | 12.56 | 12.92 | 13.27 | 13.45 |
| Yr 4 (3/3) | 14.32 | 14.73 | 15.15 | 15.57 | 15.78 |
| Rooflayer | | | | | |
| 6 months | 9.12 | 9.38 | 9.65 | 9.91 | 10.04 |
| 2nd 6 months | 10.02 | 10.31 | 10.61 | 10.90 | 11.04 |
| Yr 2 | 11.71 | 12.05 | 12.39 | 12.73 | 12.90 |
| Yr 3 | 13.74 | 14.14 | 14.54 | 14.94 | 15.14 |

APPENDIX B—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

1. PRINCIPLE

People dangerously affected by alcohol, and/or drugs are a safety hazard to themselves and all other persons in the workplace.

2. FOCUS

- Site safety and the involvement of the site safety committee
- Peer intervention and support
- Rehabilitation

3. WORKPLACE POLICY

- A person who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.
- The decision on a persons ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/employer representatives.
- There will be no payment of lost time to a person unable to work in a safe manner.
- If this happens 3 times the worker shall be given a written warning and made aware of the availability of treatment/counselling. If the worker refuses help he/she may be transferred/dismissed the next time he/she is dangerously affected.
- For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.
- A worker having problems with alcohol and or other drugs—
 - Will not be sacked if he/she is willing to get help.
 - Must undertake and continue with the recommended treatment to maintain the protection of this program.
 - Will be entitled to sick leave or leave without pay while attending treatment.

4. IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will—

- Clearly state its endorsement of the BTG Drug and Alcohol program and comply with it.
- Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Program to address a meeting of employees to discuss and endorse the program.
- Authorise the attendance of appropriate company personnel eg. Safety delegate/officer, safety committee members, union delegate, consultative committee members(s) at the two hour BTG Drug and Safety in the Workplace training course.

APPENDIX C—SITE ALLOWANCE

1. This agreement is between the parties to this agreement and shall apply to construction work undertaken by principal

contractors who are engaged in the commercial/industrial sector of the building industry in the state of Western Australia within a 50km radius of the Perth General Post Office.

2. This agreement provides for a site allowance to be paid to employees engaged on particular building projects, and for such site allowance to be paid in addition to the wage rates and allowances prescribed by the award as well as any industrial or certified agreements made in conjunction with the award which does not prescribe a site allowance.

3. The site allowance payable under this agreement is to be paid at a flat rate per hour for all hours worked to compensate for all special factors/disabilities on the project and in lieu of all award special rates, with the exception of rates relating to the lifting of heavy blocks, cleaning down brickwork and the use of explosive powered tools which will be payable to an employee when he/she encounters that particular disability.

4. Site Allowance Formula

At the commencement of a project the particular site allowance to apply shall be determined in accordance with the following formula—

4.1 Projects Located Within Perth C.B.D. (as defined)

New Work

| <u>Project Contractual Value</u> | <u>Site Allowance</u> |
|----------------------------------|-----------------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.80 |
| Above \$2.1m to \$4.4m | \$2.15 |
| Over \$4.4m | \$2.75 |

Renovations, Restorations and/or Refurbishment Work

| <u>Project Contractual Value</u> | <u>Site Allowance</u> |
|----------------------------------|-----------------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.60 |
| Above \$2.1m to \$4.4m | \$1.80 |
| Over \$4.4m | \$2.35 |

4.2 Projects Located Within West Perth (as defined)

New Work

| <u>Project Contractual Value</u> | <u>Site Allowance</u> |
|----------------------------------|-----------------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.60 |
| Above \$2.1m to \$4.4m | \$1.80 |
| Over \$4.4m | \$2.35 |

Renovations, Restorations and/or Refurbishment Work

| <u>Project Contractual Value</u> | <u>Site Allowance</u> |
|----------------------------------|-----------------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.50 |
| Above \$2.1m to \$4.4m | \$1.70 |
| Over \$4.4m | \$1.95 |

The site allowance on projects which are a combination of new and renovation work shall be governed by the majority of work involved. For example, where the majority of work is new work, then the site allowance appropriate to new work shall be paid for all employees on the project.

4.3 Projects within 50 km radius of Perth G.P.O.

but not including the C.B.D. or West Perth (as defined)

| <u>Project Contractual Value</u> | <u>Site Allowance</u> |
|----------------------------------|-----------------------|
| Up to \$1m | NIL |
| Above \$1m to \$2.1m | \$1.20 |
| Above \$2.1m to \$5.8m | \$1.50 |
| Above \$5.8m to \$11.6m | \$1.75 |
| Above \$11.6m to \$23.6m | \$1.95 |
| Above \$23.6m to \$58.6m | \$2.25 |
| Over \$58.6m | \$2.45 |

“C.B.D.”—Central Business District shall mean the area bounded by the Swan River South, Swan River East to Nile Street running into Wittenoom Street, Hill Street to Royal Street, Royal Street to Lord Street, Lord Street to Newcastle Street, along Newcastle Street to the Freeway, the Freeway South to the Perth

Fremantle railway line, along the Perth-Fremantle railway line to Dyer Street, Dyer Street through to Havelock Street, Havelock Street to Kings Park Road, Kings Park Road to Fraser Avenue, Fraser Avenue projected through to the Swan River.

“West Perth”—shall mean the area contained within the boundaries formed by Thomas Street, Kings Park Road, Havelock Street, Dyer Street and the Perth-Fremantle railway line back to Thomas Street.

Boundary roads: If a road borders between two regions in which site allowances are to be paid as per this agreement, the parties confirm that one side of such a boundary road will be deemed to fall in one region and the other side of the boundary road will be deemed to fall in the other region. For example, the eastern side of Havelock Street will be in the “CBD” and the western side of Havelock Street shall be in “West Perth”.

“Project Contractual Value”—shall be deemed to mean the value of all tendered work which falls under the scope of the principal contractor’s contract.

5. The site/project allowance and project contractual value detailed in this agreement shall be adjusted on 1 October each year by the total C.P.I. movements for Perth during the preceding four quarters ending 30 June and accordingly, the site allowance amounts shall be adjusted up or down to the nearest five cents.

6. Project contractual values shall be subject to review at any renewal of this agreement, but in any event shall not be adjusted by a percentage less than the total CPI movements for Perth during the preceding four quarters ending 30 June. Such adjustment being to the nearest \$10,000.

7. The agreed site allowance once set pursuant to this agreement shall be recorded in a site agreement to which the applicable principal contractor and the Union will be signatories. The level of allowance once nominated at the commencement of the project will continue without change until completion of the project.

8. It is acknowledged that on certain projects a site agreement may be entered into between the principal contractor and the building trades group of unions for that project that may include matters regularly addressed within the industry, such as, but not limited to, the following—

- Disputes Procedures
- Occupational Health and Safety Procedures
- Demarcation Procedures
- First Aid Provisions and On-Site Amenities

and the unions will not unreasonably refuse to continue to discuss such matters if raised by the principal contractor.

9. This agreement does not apply to resource development projects or civil and engineering projects.

10. Where a dispute arises as to the application of the terms of this agreement, if the issue cannot be resolved in discussions between the parties, it is agreed that the matter will be referred to the appropriate industrial tribunal for resolution without recourse to industrial action.

11. It is a term of this agreement that all site allowance agreements entered into prior to this date will be honoured by all parties and will continue to apply for the life of the particular project.

12. Where because of a condition of contract the principal contractor is required not to allow for a site allowance, before final application of this agreement, discussions will be held between the parties with a view to resolving any problems that may arise as a result of this situation.

13. This agreement shall only apply to building contracts entered into on or after 1 October, 1995.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Western Australian Builders' Labourers, Painters and Plasterers Union of Workers and the Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch

and

Fabian Holdings Pty Ltd trading as J & S G Barnett.

No. AG 361 of 1997.

J & S G Barnett Industrial Agreement.

COMMISSIONER P E SCOTT.

26 February 1998.

Order.

HAVING heard Ms J Harrison on behalf of the Applicants and there being no appearance on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the J & S G Barnett Industrial Agreement in the terms of the following schedule be registered on the 29th day of January 1998.

(Sgd.) P. E. SCOTT,
Commissioner.

[L.S.]

WAGE AGREEMENT

Schedule.

1.—TITLE

This Agreement will be known as the J & S G Barnett Industrial Agreement.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Area and Parties Bound
4. Application
5. Duration
6. Dispute Settlement Procedure
7. Single Enterprise
8. Relationship with Awards
9. Enterprise Agreement
10. Wage Increase
11. Site Allowance
12. Industry Standards
13. Clothing and Footwear
14. Training Allowance, Training Leave, Recognition of Prior Learning
15. Seniority
16. Sick Leave
17. Pyramid Sub-Contracting
18. Fares and Travelling
19. Drug and Alcohol, Safety and Rehabilitation Program
20. No Extra Claims
 - Appendix A—Wage Rates
 - Appendix B—Drug and Alcohol, Safety and Rehabilitation Program
 - Appendix C—Site Allowance

3.—AREA AND PARTIES BOUND

This is an Agreement between The Western Australian Builders' Labourers, Painters, & Plasterers Union of Workers and the Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch (hereinafter referred to as the "Unions") and Fabian Holdings Pty Ltd trading as J & S G Barnett (hereinafter referred to as the "Company") in the State of Western Australia.

4.—APPLICATION

This Agreement shall be binding upon the Company, the Unions, its officers and members, and any person eligible to be members of the Unions employed by the Company on work covered by the terms of the Building Trades (Construction)

Award 1987, No. 14 of 1978 (the "Award"). There are approximately 6 employees covered by this agreement.

5.—DURATION

This Agreement shall commence from the first pay period on or after the date of signing and shall continue in effect until 31 October 1999.

The parties agree to commence discussion on the terms and conditions of any future agreement three calendar months prior to the expiration of this Agreement.

6.—DISPUTE SETTLEMENT PROCEDURE

In relation to any questions, disputes or difficulties arising out of the operation of this Agreement the dispute settlement procedure that shall apply shall be in the same terms as that outlined in Clause 46 Settlement of Disputes of the Award.

7.—SINGLE ENTERPRISE

It is agreed that this Agreement applies in respect of a single enterprise as defined in Clause 41A(2) of the WA Industrial Relations Act 1979, as amended (the "Act").

8.—RELATIONSHIP WITH AWARDS

This Agreement shall be read wholly in conjunction with the Award. Where this Agreement is silent on rates of pay and other matters pertaining to the employment relationship, the Award shall apply. Where there is conflict between the rates of pay, conditions, allowances and other matters in this Agreement and the Awards the higher rate shall apply.

9.—ENTERPRISE AGREEMENT

It is agreed that in the event of the Unions and the Company agreeing on the terms of a comprehensive enterprise agreement, this Agreement may be terminated in accordance with the requirements of the Act.

10.—WAGE INCREASE

This Agreement provides for increases in the hourly rate and allowances resulting in the wage rates in the Appendix A—Wage Rates.

11.—SITE ALLOWANCE

This Agreement provides for site allowances as per Appendix C—Site Allowance.

12.—INDUSTRY STANDARDS

1. Redundancy

It is a term of this Agreement that the Company will immediately increase its payments to \$45 per week per employee into the Western Australian Construction Industry Redundancy Fund and then will increase this to \$50 per week per employee on 1 August 1998.

2. Superannuation

The Company will immediately increase its level of payment into the Construction + Building Unions Superannuation Scheme to \$60 per week per employee as of 1 August 1997.

3. Apprentice Rates

The Company agrees to maintain a ratio of no more than four tradespeople to one apprentice employed.

13.—CLOTHING AND FOOTWEAR

1. The following items will be supplied to each employee by the Company, upon the completion of five working days.

- (a) 1 pair safety boots, and will be replaced on a fair wear and tear basis.
- (b) 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- (c) 1 bluey jacket for each employee employed during the period 1 April to 31 October. (One issued per year)

2. The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

14.—TRAINING ALLOWANCE, TRAINING LEAVE, RECOGNITION OF PRIOR LEARNING

1. A training allowance of \$12.00 per week per worker shall be paid by the employer to the Union Education and Training Fund.

2. Subject to all qualifications in this clause, an employee shall, upon application in writing to and with approval of the employer, be granted leave with pay each calendar year pro-rata to attend courses conducted or approved by the NBCITC. The employers approval shall not be unreasonably withheld.

The application for leave shall be given to the employer at least two weeks in advance of the date of commencement of the course.

The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave where an employee is otherwise entitled.

An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than—

- course fees
- course books and materials
- payment of ordinary time earnings for such absence.

For the purpose of this clause ordinary time earnings shall be defined as the agreement classification rate.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

3. The employer will actively encourage employees to seek formal recognition of their skills (recognition of prior learning), and will allow leave as per (2) above for such purposes including but not limited to securing Tradesmen's Rights Certificates.

15.—SENIORITY

1. The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

2. When applying the "first on last off" principle it is agreed subject to the caveat of "all things being equal", it is intended to apply on a state basis rather than a site by site basis.

3. It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 6—Dispute Settlement Procedure.

4. An employee who has been retrenched by the Company shall have absolute preference and priority for re-employment/re-engagement by the Company. Where an employee is re-engaged within a period of six months the employee shall maintain continuity of service and all accrued entitlements with the Company.

16.—SICK LEAVE

For sick leave accrued after the date of signing this agreement the following will apply—

- (a) The Company's employees shall have the option of converting 100% of accrued sick leave entitlement to a cash payment on termination.
- (b) If an employee who has been terminated by the Company without exercising the above option is re-engaged within a period of six months, the unpaid balance of sick leave shall continue from the date of re-engagement.

17.—PYRAMID SUB-CONTRACTING

1 "Pyramid Sub-Contracting" is defined as the practice of a sub-contractor, to whom a sub-contract is originally awarded, sub-letting that contract or part thereof to another sub-contractor.

2. Provided that where a sub-contractor does not have the technical capacity to handle a specialist section of the contract and intends to engage a specialist sub-contractor to perform that work, that section may be re-let to a specialist sub-contractor.

3. Further provided that when a sub-contract is let for labour and material, a labour-only sub-contract may be let by the sub-contractor, but it is unacceptable as a principle for further labour-only sub-contracts to be re-let.

4. A bona fide sub-contractor is generally an employer of labour, save for a machine owner operator.

5. Where a disagreement arises in relation to the definition or application of the term "Pyramid Sub-Contracting" the parties shall discuss and determine the issue in accordance with the agreement dispute resolution procedure. In any event of a disagreement, the matter shall be negotiated further between the parties or referred to the Western Australian Industrial Relations Commission. Whilst these procedures are undertaken no industrial action shall occur.

18.—FARES AND TRAVELLING

In addition to Clause 12A of the award a travel payment shall be made in the form of a daily payment (on days worked) of \$6.15 per day per employee.

19.—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

The parties are committed to the Drug and Alcohol, Safety and Rehabilitation program as outlined in Appendix B—Drug and Alcohol, Safety and Rehabilitation Program.

20.—NO EXTRA CLAIMS

The Union will make no further claims on the Company over conditions set out in this Agreement for the life of the Agreement. However the Union reserves the right to raise the unforseen matters. The Company agrees to insure the employees for sickness and accident cover. The terms of the policy will be agreed to between the Company and the Union.

Signed for and on behalf of—

The Unions: **BLPPU** Signed **Common Seal**
Date: 15/12/97

Signed
WITNESS

CMETU Signed **Common Seal**
Date: 15/12/97

Signed
WITNESS

The Company **Common Seal** Signed
Company Seal Date: 5/12/97

Andrew Barnett
PRINT NAME
Signed
WITNESS

APPENDIX A—WAGE RATES

| | Date of Signing | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|-----------------------|-----------------|-----------------|---------------|-----------------|---------------|
| | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ | \$ | \$ |
| Labourer Group 1 | 15.56 | 16.01 | 16.47 | 16.92 | 17.15 |
| Labourer Group 2 | 15.03 | 15.47 | 15.90 | 16.34 | 16.56 |
| Labourer Group 3 | 14.63 | 15.05 | 15.48 | 15.90 | 16.12 |
| Plaster, Fixer | 16.17 | 16.64 | 17.11 | 17.58 | 17.82 |
| Painter, Glazier | 15.81 | 16.27 | 16.73 | 17.19 | 17.42 |
| Signwriter | 16.15 | 16.62 | 17.09 | 17.56 | 17.80 |
| Carpenter | 16.27 | 16.75 | 17.22 | 17.70 | 17.93 |
| Bricklayer | 16.11 | 16.58 | 17.05 | 17.52 | 17.75 |
| Refractory Bricklayer | 18.50 | 19.04 | 19.58 | 20.12 | 20.38 |
| Stonemason | 16.27 | 16.75 | 17.22 | 17.70 | 17.93 |
| Rooftiler | 15.99 | 16.45 | 16.92 | 17.38 | 17.62 |
| Marker/Setter Out | 16.75 | 17.24 | 17.72 | 18.21 | 18.46 |
| Special Class T | 16.96 | 17.46 | 17.95 | 18.45 | 18.69 |

APPRENTICE RATES

| | Date of Signing | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|----------------------|-----------------|-----------------|---------------|-----------------|---------------|
| | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ | \$ | \$ |
| Plasterer, Fixer | | | | | |
| Yr 1 | 6.79 | 6.99 | 7.18 | 7.38 | 7.48 |
| Yr 2 (1/3) | 8.90 | 9.16 | 9.42 | 9.68 | 9.81 |
| Yr 3 (2/3) | 12.13 | 12.49 | 12.84 | 13.19 | 13.37 |
| Yr 4 (3/3) | 14.23 | 14.65 | 15.06 | 15.48 | 15.69 |
| Painter, Glazier | | | | | |
| Yr 1 (.5/3.5) | 6.64 | 6.84 | 7.03 | 7.22 | 7.32 |
| Yr 2 (1/3), 1.5/3.5) | 8.70 | 8.95 | 9.20 | 9.45 | 9.58 |
| Yr 3 (2/3), 2.5/3.5) | 11.86 | 12.20 | 12.55 | 12.89 | 13.06 |
| Yr 4 (3/3), 3.5/3.5) | 13.92 | 14.32 | 14.73 | 15.13 | 15.33 |

| | Date of Signing | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|---------------------|-----------------|-----------------|---------------|-----------------|---------------|
| | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ | \$ | \$ |
| Signwriter | | | | | |
| Yr 1 (.5/3.5) | 6.79 | 6.99 | 7.18 | 7.38 | 7.48 |
| Yr 2 (1/3, 1.5/3.5) | 8.88 | 9.14 | 9.40 | 9.65 | 9.78 |
| Yr 3 (2/3, 2.5/3.5) | 12.11 | 12.47 | 12.82 | 13.17 | 13.35 |
| Yr 4 (3/3, 3.5/3.5) | 14.21 | 14.63 | 15.04 | 15.46 | 15.66 |
| Carpenter | | | | | |
| Yr 1 | 6.84 | 7.04 | 7.24 | 7.44 | 7.54 |
| Yr 2 (1/3) | 8.95 | 9.21 | 9.47 | 9.73 | 9.86 |
| Yr 3 (2/3) | 12.21 | 12.56 | 12.92 | 13.27 | 13.45 |
| Yr 4 (3/3) | 14.32 | 14.73 | 15.15 | 15.57 | 15.78 |
| Bricklayer | | | | | |
| Yr 1 | 6.77 | 6.96 | 7.16 | 7.36 | 7.46 |
| Yr 2 (1/3) | 8.86 | 9.12 | 9.37 | 9.63 | 9.76 |
| Yr 3 (2/3) | 12.08 | 12.43 | 12.79 | 13.14 | 13.31 |
| Yr 4 (3/3) | 14.17 | 14.59 | 15.00 | 15.41 | 15.62 |
| Stonemason | | | | | |
| Yr 1 | 6.84 | 7.04 | 7.24 | 7.44 | 7.54 |
| Yr 2 (1/3) | 8.95 | 9.21 | 9.47 | 9.73 | 9.86 |
| Yr 3 (2/3) | 12.21 | 12.56 | 12.92 | 13.27 | 13.45 |
| Yr 4 (3/3) | 14.32 | 14.73 | 15.15 | 15.57 | 15.78 |
| Rooftiler | | | | | |
| 6 months | 9.12 | 9.38 | 9.65 | 9.91 | 10.04 |
| 2nd 6 months | 10.02 | 10.31 | 10.61 | 10.90 | 11.04 |
| Yr 2 | 11.71 | 12.05 | 12.39 | 12.73 | 12.90 |
| Yr 3 | 13.74 | 14.14 | 14.54 | 14.94 | 15.14 |

APPENDIX B—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

1. PRINCIPLE

People dangerously affected by alcohol, and/or drugs are a safety hazard to themselves and all other persons in the workplace.

2. FOCUS

- Site safety and the involvement of the site safety committee
- Peer intervention and support
- Rehabilitation

3. WORKPLACE POLICY

- A person who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.
- The decision on a person's ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/employer representatives.
- There will be no payment of lost time to a person unable to work in a safe manner.
- If this happens 3 times the worker shall be given a written warning and made aware of the availability of treatment/counselling. If the worker refuses help he/she may be transferred/dismissed the next time he/she is dangerously affected.
- For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.
- A worker having problems with alcohol and/or other drugs—
 - Will not be sacked if he/she is willing to get help.
 - Must undertake and continue with the recommended treatment to maintain the protection of this program.
 - Will be entitled to sick leave or leave without pay while attending treatment.

4. IMPLEMENTATION

To assist with the adoption and implementation of this policy the company will—

- Clearly state its endorsement of the BTG Drug and Alcohol program and comply with it.
- Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Program to address a meeting of employees to discuss and endorse the program.

- Authorise the attendance of appropriate company personnel eg. Safety delegate/officer, safety committee members, union delegate, consultative committee members(s) at the two hour BTG Drug and Safety in the Workplace training course.

APPENDIX C—SITE ALLOWANCE

1. This agreement is between the parties to this agreement and shall apply to construction work undertaken by principal contractors who are engaged in the commercial/industrial sector of the building industry in the state of Western Australia within a 50km radius of the Perth General Post Office.

2. This agreement provides for a site allowance to be paid to employees engaged on particular building projects, and for such site allowance to be paid in addition to the wage rates and allowances prescribed by the award as well as any industrial or certified agreements made in conjunction with the award which does not prescribe a site allowance.

3. The site allowance payable under this agreement is to be paid at a flat rate per hour for all hours worked to compensate for all special factors/disabilities on the project and in lieu of all award special rates, with the exception of rates relating to the lifting of heavy blocks, cleaning down brickwork and the use of explosive powered tools which will be payable to an employee when he/she encounters that particular disability.

4. Site Allowance Formula

At the commencement of a project the particular site allowance to apply shall be determined in accordance with the following formula—

4.1 Projects Located Within Perth C.B.D. (as defined)

New Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.80 |
| Above \$2.1m to \$4.4m | \$2.15 |
| Over \$4.4m | \$2.75 |

Renovations, Restorations and/or Refurbishment Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.60 |
| Above \$2.1m to \$4.4m | \$1.80 |
| Over \$4.4m | \$2.35 |

4.2 Projects Located Within West Perth (as defined)

New Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.60 |
| Above \$2.1m to \$4.4m | \$1.80 |
| Over \$4.4m | \$2.35 |

Renovations, Restorations and/or Refurbishment Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.50 |
| Above \$2.1m to \$4.4m | \$1.70 |
| Over \$4.4m | \$1.95 |

The site allowance on projects which are a combination of new and renovation work shall be governed by the majority of work involved. For example, where the majority of work is new work, then the site allowance appropriate to new work shall be paid for all employees on the project.

4.3 Projects within 50 km radius of Perth G.P.O.

but not including the C.B.D. or West Perth (as defined)

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$1m | NIL |
| Above \$1m to \$2.1m | \$1.20 |
| Above \$2.1m to \$5.8m | \$1.50 |
| Above \$5.8m to \$11.6m | \$1.75 |
| Above \$11.6m to \$23.6m | \$1.95 |
| Above \$23.6m to \$58.6m | \$2.25 |
| Over \$58.6m | \$2.45 |

“C.B.D.”—Central Business District shall mean the area bounded by the Swan River South, Swan River East to Nile Street running into Wittenoom Street, Hill Street to Royal Street, Royal Street to Lord Street, Lord Street to Newcastle Street, along Newcastle Street to the Freeway, the Freeway South to the Perth Fremantle railway line, along the Perth-Fremantle railway line to Dyer Street, Dyer Street through to Havelock Street, Havelock Street to Kings Park Road, Kings Park Road to Fraser Avenue, Fraser Avenue projected through to the Swan River.

“West Perth”—shall mean the area contained within the boundaries formed by Thomas Street, Kings Park Road, Havelock Street, Dyer Street and the Perth-Fremantle railway line back to Thomas Street.

Boundary roads: If a road borders between two regions in which site allowances are to be paid as per this agreement, the parties confirm that one side of such a boundary road will be deemed to fall in one region and the other side of the boundary road will be deemed to fall in the other region. For example, the eastern side of Havelock Street will be in the “CBD” and the western side of Havelock Street shall be in “West Perth”.

“Project Contractual Value”—shall be deemed to mean the value of all tendered work which falls under the scope of the principal contractor’s contract.

5. The site/project allowance and project contractual value detailed in this agreement shall be adjusted on 1 October each year by the total C.P.I. movements for Perth during the preceding four quarters ending 30 June and accordingly, the site allowance amounts shall be adjusted up or down to the nearest five cents.

6. Project contractual values shall be subject to review at any renewal of this agreement, but in any event shall not be adjusted by a percentage less than the total CPI movements for Perth during the preceding four quarters ending 30 June. Such adjustment being to the nearest \$10,000.

7. The agreed site allowance once set pursuant to this agreement shall be recorded in a site agreement to which the applicable principal contractor and the Union will be signatories. The level of allowance once nominated at the commencement of the project will continue without change until completion of the project.

8. It is acknowledged that on certain projects a site agreement may be entered into between the principal contractor and the building trades group of unions for that project that may include matters regularly addressed within the industry, such as, but not limited to, the following—

- Disputes Procedures
- Occupational Health and Safety Procedures
- Demarcation Procedures
- First Aid Provisions and On-Site Amenities

and the unions will not unreasonably refuse to continue to discuss such matters if raised by the principal contractor.

9. This agreement does not apply to resource development projects or civil and engineering projects.

10. Where a dispute arises as to the application of the terms of this agreement, if the issue cannot be resolved in discussions between the parties, it is agreed that the matter will be referred to the appropriate industrial tribunal for resolution without recourse to industrial action.

11. It is a term of this agreement that all site allowance agreements entered into prior to this date will be honoured by all parties and will continue to apply for the life of the particular project.

12. Where because of a condition of contract the principal contractor is required not to allow for a site allowance, before final application of this agreement, discussions will be held between the parties with a view to resolving any problems that may arise as a result of this situation.

13. This agreement shall only apply to building contracts entered into on or after 1 October, 1995.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Western Australian Builders’ Labourers, Painters and Plasterers Union of Workers and the Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch

and

Aliysa Pty Ltd trading as Total Glass.

No. AG 362 of 1997.

Total Glass Industrial Agreement.

COMMISSIONER P E SCOTT.

26 February 1998.

Order.

HAVING heard Ms J Harrison on behalf of the Applicants and there being no appearance on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Total Glass Industrial Agreement in the terms of the following schedule be registered on the 29th day of January 1998.

(Sgd.) P. E. SCOTT,

Commissioner.

[L.S.]

WAGE AGREEMENT

Schedule.

1.—TITLE

This Agreement will be known as the Total Glass Industrial Agreement.

2.—ARRANGEMENT

1. Title
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 17. Pyramid Sub-Contracting
 18. Fares and Travelling
 19. Drug and Alcohol, Safety and Rehabilitation Program
 20. Income Protection
 21. No Extra Claims
- Appendix A—Wage Rates
Appendix B—Drug and Alcohol, Safety and Rehabilitation Program
Appendix C—Site Allowance

3.—AREA AND PARTIES BOUND

This is an Agreement between The Western Australian Builders’ Labourers, Painters, & Plasterers Union of Workers and the Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch (hereinafter referred to as the “Unions”) and Aliysa Pty Ltd trading as Total Glass (hereinafter referred to as the “Company”) in the State of Western Australia.

4.—APPLICATION

This Agreement shall be binding upon the Company, the Unions, its officers and members, and any person eligible to

be members of the Unions employed by the Company on work covered by the terms of the Building Trades (Construction) Award 1987, No. 14 of 1978 (the "Award"). There are approximately 4 employees covered by this agreement.

5.—DURATION

This Agreement shall commence from the first pay period on or after the date of signing and shall continue in effect until 31 October 1999.

The parties agree to commence discussion on the terms and conditions of any future agreement three calendar months prior to the expiration of this Agreement.

6.—DISPUTE SETTLEMENT PROCEDURE

In relation to any questions, disputes or difficulties arising out of the operation of this Agreement the dispute settlement procedure that shall apply shall be in the same terms as that outlined in Clause 46 Settlement of Disputes of the Award.

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10.—WAGE INCREASE

This Agreement provides for increases in the hourly rate and allowances resulting in the wage rates in the Appendix A—Wage Rates.

11.—SITE ALLOWANCE

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12.—INDUSTRY STANDARDS

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2. Superannuation

The Company will immediately increase its level of payment into the Construction + Building Unions Superannuation Scheme to \$60 per week per employee as of 1 August 1997.

3. Apprentice Rates

The Company agrees to maintain a ratio of no more than four tradespeople to one apprentice employed.

13.—CLOTHING AND FOOTWEAR

1. The following items will be supplied to each employee by the Company, upon the completion of five working days.

- (a) 1 pair safety boots, and will be replaced on a fair wear and tear basis.
- (b) 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- (c) 1 bluey jacket for each employee employed during the period 1 April to 31 October. (One issued per year)

2. The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

14.—TRAINING ALLOWANCE, TRAINING LEAVE, RECOGNITION OF PRIOR LEARNING

1. A training allowance of \$12.00 per week per worker shall be paid by the employer to the Union Education and Training Fund.

2. Subject to all qualifications in this clause, an employee shall, upon application in writing to and with approval of the employer, be granted leave with pay each calendar year pro-rata to attend courses conducted or approved by the NBCITC. The employers approval shall not be unreasonably withheld.

The application for leave shall be given to the employer at least two weeks in advance of the date of commencement of the course.

The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave where an employee is otherwise entitled.

An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than—

- course fees
- course books and materials
- payment of ordinary time earnings for such absence.

For the purpose of this clause ordinary time earnings shall be defined as the agreement classification rate.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

3. The employer will actively encourage employees to seek formal recognition of their skills (recognition of prior learning), and will allow leave as per (2) above for such purposes including but not limited to securing Tradesmen's Rights Certificates.

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1. The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

2. When applying the "first on last off" principle it is agreed subject to the caveat of "all things being equal", it is intended to apply on a state basis rather than a site by site basis.

3. It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 6—Dispute Settlement Procedure.

4. An employee who has been retrenched by the Company shall have absolute preference and priority for re-employment/re-engagement by the Company. Where an employee is re-engaged within a period of six months the employee shall maintain continuity of service and all accrued entitlements with the Company.

16.—SICK LEAVE

For sick leave accrued after the date of signing this agreement the following will apply—

- (a) The Company's employees shall have the option of converting 100% of accrued sick leave entitlement to a cash payment on termination.
- (b) If an employee who has been terminated by the Company without exercising the above option is re-engaged within a period of six months, the unpaid balance of sick leave shall continue from the date of re-engagement.

17.—PYRAMID SUB-CONTRACTING

1 "Pyramid Sub-Contracting" is defined as the practice of a sub-contractor, to whom a sub-contract is originally awarded, sub-letting that contract or part thereof to another sub-contractor.

2. Provided that where a sub-contractor does not have the technical capacity to handle a specialist section of the contract and intends to engage a specialist sub-contractor to perform that work, that section may be re-let to a specialist sub-contractor.

3. Further provided that when a sub-contract is let for labour and material, a labour-only sub-contract may be let by the sub-contractor, but it is unacceptable as a principle for further labour-only sub-contracts to be re-let.

4. A bona fide sub-contractor is generally an employer of labour, save for a machine owner operator.

5. Where a disagreement arises in relation to the definition or application of the term "Pyramid Sub-Contracting" the

parties shall discuss and determine the issue in accordance with the agreement dispute resolution procedure. In any event of a disagreement, the matter shall be negotiated further between the parties or referred to the Western Australian Industrial Relations Commission. Whilst these procedures are undertaken no industrial action shall occur.

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In addition to Clause 12A of the award a travel payment shall be made in the form of a daily payment (on days worked) of \$6.15 per day per employee.

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The parties are committed to the Drug and Alcohol, Safety and Rehabilitation program as outlined in Appendix B—Drug and Alcohol, Safety and Rehabilitation Program.

20.—INCOME PROTECTION

The Company agrees to insure employees covered by this Agreement for injury and sickness. The scheme is to be negotiated through the ACTU Insurance Broking Pty Limited (ACN. 069 795 875).

21.—NO EXTRA CLAIMS

The Union will make no further claims on the Company over conditions set out in this Agreement for the life of the Agreement.

Signed for and on behalf of—

The Unions: **BLPPU** Signed **Common Seal**
Date: 15/12/97

Signed
WITNESS

CMETU Signed **Common Seal**
Date: 15/12/97

Signed
WITNESS

The Company **Common Seal** Signed
Company Seal Date: 4/12/97

Greg Blanchard
PRINT NAME

Signed
WITNESS

APPENDIX A—WAGE RATES

| | Date of Signing | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|-----------------------|-----------------|-----------------|---------------|-----------------|---------------|
| | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ | \$ | \$ |
| Labourer Group 1 | 15.56 | 16.01 | 16.47 | 16.92 | 17.15 |
| Labourer Group 2 | 15.03 | 15.47 | 15.90 | 16.34 | 16.56 |
| Labourer Group 3 | 14.63 | 15.05 | 15.48 | 15.90 | 16.12 |
| Plaster, Fixer | 16.17 | 16.64 | 17.11 | 17.58 | 17.82 |
| Painter, Glazier | 15.81 | 16.27 | 16.73 | 17.19 | 17.42 |
| Signwriter | 16.15 | 16.62 | 17.09 | 17.56 | 17.80 |
| Carpenter | 16.27 | 16.75 | 17.22 | 17.70 | 17.93 |
| Bricklayer | 16.11 | 16.58 | 17.05 | 17.52 | 17.75 |
| Refractory Bricklayer | 18.50 | 19.04 | 19.58 | 20.12 | 20.38 |
| Stonemason | 16.27 | 16.75 | 17.22 | 17.70 | 17.93 |
| Rooflayer | 15.99 | 16.45 | 16.92 | 17.38 | 17.62 |
| Marker/Setter Out | 16.75 | 17.24 | 17.72 | 18.21 | 18.46 |
| Special Class T | 16.96 | 17.46 | 17.95 | 18.45 | 18.69 |

APPRENTICE RATES

| | Date of Signing | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|----------------------|-----------------|-----------------|---------------|-----------------|---------------|
| | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ | \$ | \$ |
| Plasterer, Fixer | | | | | |
| Yr 1 | 6.79 | 6.99 | 7.18 | 7.38 | 7.48 |
| Yr 2 (1/3) | 8.90 | 9.16 | 9.42 | 9.68 | 9.81 |
| Yr 3 (2/3) | 12.13 | 12.49 | 12.84 | 13.19 | 13.37 |
| Yr 4 (3/3) | 14.23 | 14.65 | 15.06 | 15.48 | 15.69 |
| Painter, Glazier | | | | | |
| Yr 1 (.5/3.5) | 6.64 | 6.84 | 7.03 | 7.22 | 7.32 |
| Yr 2 (1/3), 1.5/3.5) | 8.70 | 8.95 | 9.20 | 9.45 | 9.58 |
| Yr 3 (2/3), 2.5/3.5) | 11.86 | 12.20 | 12.55 | 12.89 | 13.06 |
| Yr 4 (3/3), 3.5/3.5) | 13.92 | 14.32 | 14.73 | 15.13 | 15.33 |

| | Date of Signing | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|---------------------|-----------------|-----------------|---------------|-----------------|---------------|
| | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ | \$ | \$ |
| Signwriter | | | | | |
| Yr 1 (.5/3.5) | 6.79 | 6.99 | 7.18 | 7.38 | 7.48 |
| Yr 2 (1/3, 1.5/3.5) | 8.88 | 9.14 | 9.40 | 9.65 | 9.78 |
| Yr 3 (2/3, 2.5/3.5) | 12.11 | 12.47 | 12.82 | 13.17 | 13.35 |
| Yr 4 (3/3, 3/5/3.5) | 14.21 | 14.63 | 15.04 | 15.46 | 15.66 |
| Carpenter | | | | | |
| Yr 1 | 6.84 | 7.04 | 7.24 | 7.44 | 7.54 |
| Yr 2 (1/3) | 8.95 | 9.21 | 9.47 | 9.73 | 9.86 |
| Yr 3 (2/3) | 12.21 | 12.56 | 12.92 | 13.27 | 13.45 |
| Yr 4 (3/3) | 14.32 | 14.73 | 15.15 | 15.57 | 15.78 |
| Bricklayer | | | | | |
| Yr 1 | 6.77 | 6.96 | 7.16 | 7.36 | 7.46 |
| Yr 2 (1/3) | 8.86 | 9.12 | 9.37 | 9.63 | 9.76 |
| Yr 3 (2/3) | 12.08 | 12.43 | 12.79 | 13.14 | 13.31 |
| Yr 4 (3/3) | 14.17 | 14.59 | 15.00 | 15.41 | 15.62 |
| Stonemason | | | | | |
| Yr 1 | 6.84 | 7.04 | 7.24 | 7.44 | 7.54 |
| Yr 2 (1/3) | 8.95 | 9.21 | 9.47 | 9.73 | 9.86 |
| Yr 3 (2/3) | 12.21 | 12.56 | 12.92 | 13.27 | 13.45 |
| Yr 4 (3/3) | 14.32 | 14.73 | 15.15 | 15.57 | 15.78 |
| Rooflayer | | | | | |
| 6 months | 9.12 | 9.38 | 9.65 | 9.91 | 10.04 |
| 2nd 6 months | 10.02 | 10.31 | 10.61 | 10.90 | 11.04 |
| Yr 2 | 11.71 | 12.05 | 12.39 | 12.73 | 12.90 |
| Yr 3 | 13.74 | 14.14 | 14.54 | 14.94 | 15.14 |

APPENDIX B—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

1. PRINCIPLE

People dangerously affected by alcohol, and/or drugs are a safety hazard to themselves and all other persons in the workplace.

2. FOCUS

- Site safety and the involvement of the site safety committee
- Peer intervention and support
- Rehabilitation

3. WORKPLACE POLICY

- A person who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.
- The decision on a persons ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/employer representatives.
- There will be no payment of lost time to a person unable to work in a safe manner.
- If this happens 3 times the worker shall be given a written warning and made aware of the availability of treatment/counselling. If the worker refuses help he/she may be transferred/dismissed the next time he/she is dangerously affected.
- For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.
- A worker having problems with alcohol and or other drugs—
 - Will not be sacked if he/she is willing to get help.
 - Must undertake and continue with the recommended treatment to maintain the protection of this program.
 - Will be entitled to sick leave or leave without pay while attending treatment.

4. IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will—

- Clearly state its endorsement of the BTG Drug and Alcohol program and comply with it.
- Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Program to address a meeting of employees to discuss and endorse the program.

- c) Authorise the attendance of appropriate company personnel eg. Safety delegate/officer, safety committee members, union delegate, consultative committee members(s) at the two hour BTG Drug and Safety in the Workplace training course.

APPENDIX C—SITE ALLOWANCE

1. This agreement is between the parties to this agreement and shall apply to construction work undertaken by principal contractors who are engaged in the commercial/industrial sector of the building industry in the state of Western Australia within a 50km radius of the Perth General Post Office.

2. This agreement provides for a site allowance to be paid to employees engaged on particular building projects, and for such site allowance to be paid in addition to the wage rates and allowances prescribed by the award as well as any industrial or certified agreements made in conjunction with the award which does not prescribe a site allowance.

3. The site allowance payable under this agreement is to be paid at a flat rate per hour for all hours worked to compensate for all special factors/disabilities on the project and in lieu of all award special rates, with the exception of rates relating to the lifting of heavy blocks, cleaning down brickwork and the use of explosive powered tools which will be payable to an employee when he/she encounters that particular disability.

4. Site Allowance Formula

At the commencement of a project the particular site allowance to apply shall be determined in accordance with the following formula—

4.1 Projects Located Within Perth C.B.D. (as defined)

New Work

| <u>Project Contractual Value</u> | <u>Site Allowance</u> |
|----------------------------------|-----------------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.80 |
| Above \$2.1m to \$4.4m | \$2.15 |
| Over \$4.4m | \$2.75 |

Renovations, Restorations and/or Refurbishment Work

| <u>Project Contractual Value</u> | <u>Site Allowance</u> |
|----------------------------------|-----------------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.60 |
| Above \$2.1m to \$4.4m | \$1.80 |
| Over \$4.4m | \$2.35 |

4.2 Projects Located Within West Perth (as defined)

New Work

| <u>Project Contractual Value</u> | <u>Site Allowance</u> |
|----------------------------------|-----------------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.60 |
| Above \$2.1m to \$4.4m | \$1.80 |
| Over \$4.4m | \$2.35 |

Renovations, Restorations and/or Refurbishment Work

| <u>Project Contractual Value</u> | <u>Site Allowance</u> |
|----------------------------------|-----------------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.50 |
| Above \$2.1m to \$4.4m | \$1.70 |
| Over \$4.4m | \$1.95 |

The site allowance on projects which are a combination of new and renovation work shall be governed by the majority of work involved. For example, where the majority of work is new work, then the site allowance appropriate to new work shall be paid for all employees on the project.

4.3 Projects within 50 km radius of Perth G.P.O.

but not including the C.B.D. or West Perth (as defined)

| <u>Project Contractual Value</u> | <u>Site Allowance</u> |
|----------------------------------|-----------------------|
| Up to \$1m | NIL |
| Above \$1m to \$2.1m | \$1.20 |
| Above \$2.1m to \$5.8m | \$1.50 |
| Above \$5.8m to \$11.6m | \$1.75 |
| Above \$11.6m to \$23.6m | \$1.95 |
| Above \$23.6m to \$58.6m | \$2.25 |
| Over \$58.6m | \$2.45 |

“C.B.D.”—Central Business District shall mean the area bounded by the Swan River South, Swan River East to Nile Street running into Wittenoom Street, Hill Street to Royal Street, Royal Street to Lord Street, Lord Street to Newcastle Street, along Newcastle Street to the Freeway, the Freeway South to the Perth Fremantle railway line, along the Perth-Fremantle railway line to Dyer Street, Dyer Street through to Havelock Street, Havelock Street to Kings Park Road, Kings Park Road to Fraser Avenue, Fraser Avenue projected through to the Swan River.

“West Perth”—shall mean the area contained within the boundaries formed by Thomas Street, Kings Park Road, Havelock Street, Dyer Street and the Perth-Fremantle railway line back to Thomas Street.

Boundary roads: If a road borders between two regions in which site allowances are to be paid as per this agreement, the parties confirm that one side of such a boundary road will be deemed to fall in one region and the other side of the boundary road will be deemed to fall in the other region. For example, the eastern side of Havelock Street will be in the “CBD” and the western side of Havelock Street shall be in “West Perth”.

“Project Contractual Value”—shall be deemed to mean the value of all tendered work which falls under the scope of the principal contractor’s contract.

5. The site/project allowance and project contractual value detailed in this agreement shall be adjusted on 1 October each year by the total C.P.I. movements for Perth during the preceding four quarters ending 30 June and accordingly, the site allowance amounts shall be adjusted up or down to the nearest five cents.

6. Project contractual values shall be subject to review at any renewal of this agreement, but in any event shall not be adjusted by a percentage less than the total CPI movements for Perth during the preceding four quarters ending 30 June. Such adjustment being to the nearest \$10,000.

7. The agreed site allowance once set pursuant to this agreement shall be recorded in a site agreement to which the applicable principal contractor and the Union will be signatories. The level of allowance once nominated at the commencement of the project will continue without change until completion of the project.

8. It is acknowledged that on certain projects a site agreement may be entered into between the principal contractor and the building trades group of unions for that project that may include matters regularly addressed within the industry, such as, but not limited to, the following—

- Disputes Procedures
- Occupational Health and Safety Procedures
- Demarcation Procedures
- First Aid Provisions and On-Site Amenities

and the unions will not unreasonably refuse to continue to discuss such matters if raised by the principal contractor.

9. This agreement does not apply to resource development projects or civil and engineering projects.

10. Where a dispute arises as to the application of the terms of this agreement, if the issue cannot be resolved in discussions between the parties, it is agreed that the matter will be referred to the appropriate industrial tribunal for resolution without recourse to industrial action.

11. It is a term of this agreement that all site allowance agreements entered into prior to this date will be honoured by all parties and will continue to apply for the life of the particular project.

12. Where because of a condition of contract the principal contractor is required not to allow for a site allowance, before final application of this agreement, discussions will be held between the parties with a view to resolving any problems that may arise as a result of this situation.

13. This agreement shall only apply to building contracts entered into on or after 1 October, 1995.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Western Australian Builders' Labourers, Painters and Plasterers Union of Workers and the Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch

and

Ost Pty Ltd trading as Sunlite Australia.

No. AG 363 of 1997.

Sunlite Australia Industrial Agreement.

COMMISSIONER P E SCOTT.

26 February 1998.

Order.

HAVING heard Ms J Harrison on behalf of the Applicants and there being no appearance on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Sunlite Australia Industrial Agreement in the terms of the following schedule be registered on the 29th day of January 1998.

(Sgd.) P. E. SCOTT,
Commissioner.

[L.S.]

WAGE AGREEMENT
Schedule.

1.—TITLE

This Agreement will be known as the Sunlite Australia Industrial Agreement.

2.—ARRANGEMENT

1. Title
 2. Arrangement
 3. Area and Parties Bound
 4. Application
 5. Duration
 6. Dispute Settlement Procedure
 7. Single Enterprise
 8. Relationship with Awards
 9. Enterprise Agreement
 10. Wage Increase
 11. Site Allowance
 12. Industry Standards
 13. Clothing and Footwear
 14. Training Allowance, Training Leave, Recognition of Prior Learning
 15. Seniority
 16. Sick Leave
 17. Pyramid Sub-Contracting
 18. Fares and Travelling
 19. Drug and Alcohol, Safety and Rehabilitation Program
 20. Income Protection
 21. No Extra Claims
- Appendix A—Wage Rates
Appendix B—Drug and Alcohol, Safety and Rehabilitation Program
Appendix C—Site Allowance

3.—AREA AND PARTIES BOUND

This is an Agreement between The Western Australian Builders' Labourers, Painters, & Plasterers Union of Workers and the Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch (hereinafter referred to as the "Unions") and Ost Pty Ltd trading as Sunlite Australia (hereinafter referred to as the "Company") in the State of Western Australia.

4.—APPLICATION

This Agreement shall be binding upon the Company, the Unions, its officers and members, and any person eligible to be members of the Unions employed by the Company on work

covered by the terms of the Building Trades (Construction) Award 1987, No. 14 of 1978 (the "Award"). There are approximately 5 employees covered by this agreement.

5.—DURATION

This Agreement shall commence from the first pay period on or after the date of signing and shall continue in effect until 31 October 1999.

The parties agree to commence discussion on the terms and conditions of any future agreement three calendar months prior to the expiration of this Agreement.

6.—DISPUTE SETTLEMENT PROCEDURE

In relation to any questions, disputes or difficulties arising out of the operation of this Agreement the dispute settlement procedure that shall apply shall be in the same terms as that outlined in Clause 46 Settlement of Disputes of the Award.

7.—SINGLE ENTERPRISE

It is agreed that this Agreement applies in respect of a single enterprise as defined in Clause 41A(2) of the WA Industrial Relations Act 1979, as amended (the "Act").

8.—RELATIONSHIP WITH AWARDS

This Agreement shall be read wholly in conjunction with the Award. Where this Agreement is silent on rates of pay and other matters pertaining to the employment relationship, the Award shall apply. Where there is conflict between the rates of pay, conditions, allowances and other matters in this Agreement and the Awards the higher rate shall apply.

9.—ENTERPRISE AGREEMENT

It is agreed that in the event of the Unions and the Company agreeing on the terms of a comprehensive enterprise agreement, this Agreement may be terminated in accordance with the requirements of the Act.

10.—WAGE INCREASE

This Agreement provides for increases in the hourly rate and allowances resulting in the wage rates in the Appendix A—Wage Rates.

11.—SITE ALLOWANCE

This Agreement provides for site allowances as per Appendix C—Site Allowance.

12.—INDUSTRY STANDARDS

1. Redundancy

It is a term of this Agreement that the Company will immediately increase its payments to \$45 per week per employee into the Western Australian Construction Industry Redundancy Fund and then will increase this to \$50 per week per employee on 1 August 1998.

2. Superannuation

The Company will immediately increase its level of payment into the Construction + Building Unions Superannuation Scheme to \$60 per week per employee as of 1 August 1997.

3. Apprentice Rates

The Company agrees to maintain a ratio of no more than four tradespeople to one apprentice employed.

13.—CLOTHING AND FOOTWEAR

1. The following items will be supplied to each employee by the Company, upon the completion of five working days.

- (a) 1 pair safety boots, and will be replaced on a fair wear and tear basis.
- (b) 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- (c) 1 bluey jacket for each employee employed during the period 1 April to 31 October. (One issued per year)

2. The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

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2. Subject to all qualifications in this clause, an employee shall, upon application in writing to and with approval of the employer, be granted leave with pay each calendar year pro-rata to attend courses conducted or approved by the NBCITC. The employers approval shall not be unreasonably withheld.

The application for leave shall be given to the employer at least two weeks in advance of the date of commencement of the course.

The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave where an employee is otherwise entitled.

An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than—

- course fees
- course books and materials
- payment of ordinary time earnings for such absence.

For the purpose of this clause ordinary time earnings shall be defined as the agreement classification rate.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

3. The employer will actively encourage employees to seek formal recognition of their skills (recognition of prior learning), and will allow leave as per (2) above for such purposes including but not limited to securing Tradesmen's Rights Certificates.

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1. The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

2. When applying the "first on last off" principle it is agreed subject to the caveat of "all things being equal", it is intended to apply on a state basis rather than a site by site basis.

3. It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 6—Dispute Settlement Procedure.

4. An employee who has been retrenched by the Company shall have absolute preference and priority for re-employment/re-engagement by the Company. Where an employee is re-engaged within a period of six months the employee shall maintain continuity of service and all accrued entitlements with the Company.

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2. Provided that where a sub-contractor does not have the technical capacity to handle a specialist section of the contract and intends to engage a specialist sub-contractor to perform that work, that section may be re-let to a specialist sub-contractor.

3. Further provided that when a sub-contract is let for labour and material, a labour-only sub-contract may be let by the sub-contractor, but it is unacceptable as a principle for further labour-only sub-contracts to be re-let.

4. A bona fide sub-contractor is generally an employer of labour, save for a machine owner operator.

5. Where a disagreement arises in relation to the definition or application of the term "Pyramid Sub-Contracting" the parties shall discuss and determine the issue in accordance with the agreement dispute resolution procedure. In any event of a disagreement, the matter shall be negotiated further between the parties or referred to the Western Australian Industrial

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The Company agrees to insure employees covered by this Agreement for injury and sickness. The scheme is to be negotiated through the ACTU Insurance Broking Pty Limited (ACN. 069 795 875).

21.—NO EXTRA CLAIMS

The Union will make no further claims on the Company over conditions set out in this Agreement for the life of the Agreement.

Signed for and on behalf of—

The Unions: **BLPPU** Signed Common Seal
Date: 17/12/97

Signed
WITNESS

CMETU Signed Common Seal
Date: 17/12/97

Signed
WITNESS

The Company Common Seal Signed
Company Seal Date: .../.../...

John Blair
PRINT NAME
Signed
WITNESS

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| Plaster, Fixer | 16.17 | 16.64 | 17.11 | 17.58 | 17.82 |
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| Signwriter | 16.15 | 16.62 | 17.09 | 17.56 | 17.80 |
| Carpenter | 16.27 | 16.75 | 17.22 | 17.70 | 17.93 |
| Bricklayer | 16.11 | 16.58 | 17.05 | 17.52 | 17.75 |
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| Stonemason | 16.27 | 16.75 | 17.22 | 17.70 | 17.93 |
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| Marker/Setter Out | 16.75 | 17.24 | 17.72 | 18.21 | 18.46 |
| Special Class T | 16.96 | 17.46 | 17.95 | 18.45 | 18.69 |

APPRENTICE RATES

| | Date of Signing | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|----------------------|-----------------|-----------------|---------------|-----------------|---------------|
| | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ | \$ | \$ |
| Plasterer, Fixer | | | | | |
| Yr 1 | 6.79 | 6.99 | 7.18 | 7.38 | 7.48 |
| Yr 2 (1/3) | 8.90 | 9.16 | 9.42 | 9.68 | 9.81 |
| Yr 3 (2/3) | 12.13 | 12.49 | 12.84 | 13.19 | 13.37 |
| Yr 4 (3/3) | 14.23 | 14.65 | 15.06 | 15.48 | 15.69 |
| Painter, Glazier | | | | | |
| Yr 1 (.5/3.5) | 6.64 | 6.84 | 7.03 | 7.22 | 7.32 |
| Yr 2 (1/3), 1.5/3.5) | 8.70 | 8.95 | 9.20 | 9.45 | 9.58 |
| Yr 3 (2/3), 2.5/3.5) | 11.86 | 12.20 | 12.55 | 12.89 | 13.06 |
| Yr 4 (3/3), 3.5/3.5) | 13.92 | 14.32 | 14.73 | 15.13 | 15.33 |
| Signwriter | | | | | |
| Yr 1 (.5/3.5) | 6.79 | 6.99 | 7.18 | 7.38 | 7.48 |
| Yr 2 (1/3, 1.5/3.5) | 8.88 | 9.14 | 9.40 | 9.65 | 9.78 |
| Yr 3 (2/3, 2.5/3.5) | 12.11 | 12.47 | 12.82 | 13.17 | 13.35 |
| Yr 4 (3/3, 3.5/3.5) | 14.21 | 14.63 | 15.04 | 15.46 | 15.66 |

| | Date of Signing | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|-------------------|-----------------|-----------------|---------------|-----------------|---------------|
| | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ | \$ | \$ |
| Carpenter | | | | | |
| Yr 1 | 6.84 | 7.04 | 7.24 | 7.44 | 7.54 |
| Yr 2 (1/3) | 8.95 | 9.21 | 9.47 | 9.73 | 9.86 |
| Yr 3 (2/3) | 12.21 | 12.56 | 12.92 | 13.27 | 13.45 |
| Yr 4 (3/3) | 14.32 | 14.73 | 15.15 | 15.57 | 15.78 |
| Bricklayer | | | | | |
| Yr 1 | 6.77 | 6.96 | 7.16 | 7.36 | 7.46 |
| Yr 2 (1/3) | 8.86 | 9.12 | 9.37 | 9.63 | 9.76 |
| Yr 3 (2/3) | 12.08 | 12.43 | 12.79 | 13.14 | 13.31 |
| Yr 4 (3/3) | 14.17 | 14.59 | 15.00 | 15.41 | 15.62 |
| Stonemason | | | | | |
| Yr 1 | 6.84 | 7.04 | 7.24 | 7.44 | 7.54 |
| Yr 2 (1/3) | 8.95 | 9.21 | 9.47 | 9.73 | 9.86 |
| Yr 3 (2/3) | 12.21 | 12.56 | 12.92 | 13.27 | 13.45 |
| Yr 4 (3/3) | 14.32 | 14.73 | 15.15 | 15.57 | 15.78 |
| Rooflayer | | | | | |
| 6 months | 9.12 | 9.38 | 9.65 | 9.91 | 10.04 |
| 2nd 6 months | 10.02 | 10.31 | 10.61 | 10.90 | 11.04 |
| Yr 2 | 11.71 | 12.05 | 12.39 | 12.73 | 12.90 |
| Yr 3 | 13.74 | 14.14 | 14.54 | 14.94 | 15.14 |

APPENDIX B—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

1. PRINCIPLE

People dangerously affected by alcohol, and/or drugs are a safety hazard to themselves and all other persons in the workplace.

2. FOCUS

- Site safety and the involvement of the site safety committee
- Peer intervention and support
- Rehabilitation

3. WORKPLACE POLICY

- A person who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.
- The decision on a persons ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/employer representatives.
- There will be no payment of lost time to a person unable to work in a safe manner.
- If this happens 3 times the worker shall be given a written warning and made aware of the availability of treatment/counselling. If the worker refuses help he/she may be transferred/dismissed the next time he/she is dangerously affected.
- For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.
- A worker having problems with alcohol and or other drugs—
 - Will not be sacked if he/she is willing to get help.
 - Must undertake and continue with the recommended treatment to maintain the protection of this program.
 - Will be entitled to sick leave or leave without pay while attending treatment.

4. IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will—

- Clearly state its endorsement of the BTG Drug and Alcohol program and comply with it.
- Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Program to address a meeting of employees to discuss and endorse the program.
- Authorise the attendance of appropriate company personnel eg. Safety delegate/officer, safety committee members, union delegate, consultative committee members(s) at the two hour BTG Drug and Safety in the Workplace training course.

APPENDIX C—SITE ALLOWANCE

1. This agreement is between the parties to this agreement and shall apply to construction work undertaken by principal contractors who are engaged in the commercial/industrial sector of the building industry in the state of Western Australia within a 50km radius of the Perth General Post Office.

2. This agreement provides for a site allowance to be paid to employees engaged on particular building projects, and for such site allowance to be paid in addition to the wage rates and allowances prescribed by the award as well as any industrial or certified agreements made in conjunction with the award which does not prescribe a site allowance.

3. The site allowance payable under this agreement is to be paid at a flat rate per hour for all hours worked to compensate for all special factors/disabilities on the project and in lieu of all award special rates, with the exception of rates relating to the lifting of heavy blocks, cleaning down brickwork and the use of explosive powered tools which will be payable to an employee when he/she encounters that particular disability.

4. Site Allowance Formula

At the commencement of a project the particular site allowance to apply shall be determined in accordance with the following formula—

4.1 Projects Located Within Perth C.B.D. (as defined)

New Work

| | <u>Project Contractual Value</u> | <u>Site Allowance</u> |
|-------|----------------------------------|-----------------------|
| Up to | \$500,000 | NIL |
| Above | \$500,000 to \$2.1m | \$1.80 |
| Above | \$2.1m to \$4.4m | \$2.15 |
| Over | \$4.4m | \$2.75 |

Renovations, Restorations and/or Refurbishment Work

| | <u>Project Contractual Value</u> | <u>Site Allowance</u> |
|-------|----------------------------------|-----------------------|
| Up to | \$500,000 | NIL |
| Above | \$500,000 to \$2.1m | \$1.60 |
| Above | \$2.1m to \$4.4m | \$1.80 |
| Over | \$4.4m | \$2.35 |

4.2 Projects Located Within West Perth (as defined)

New Work

| | <u>Project Contractual Value</u> | <u>Site Allowance</u> |
|-------|----------------------------------|-----------------------|
| Up to | \$500,000 | NIL |
| Above | \$500,000 to \$2.1m | \$1.60 |
| Above | \$2.1m to \$4.4m | \$1.80 |
| Over | \$4.4m | \$2.35 |

Renovations, Restorations and/or Refurbishment Work

| | <u>Project Contractual Value</u> | <u>Site Allowance</u> |
|-------|----------------------------------|-----------------------|
| Up to | \$500,000 | NIL |
| Above | \$500,000 to \$2.1m | \$1.50 |
| Above | \$2.1m to \$4.4m | \$1.70 |
| Over | \$4.4m | \$1.95 |

The site allowance on projects which are a combination of new and renovation work shall be governed by the majority of work involved. For example, where the majority of work is new work, then the site allowance appropriate to new work shall be paid for all employees on the project.

4.3 Projects within 50 km radius of Perth G.P.O.

but not including the C.B.D. or West Perth (as defined)

| | <u>Project Contractual Value</u> | <u>Site Allowance</u> |
|-------|----------------------------------|-----------------------|
| Up to | \$1m | NIL |
| Above | \$1m to \$2.1m | \$1.20 |
| Above | \$2.1m to 5.8m | \$1.50 |
| Above | \$5.8m to \$11.6m | \$1.75 |
| Above | \$11.6m to \$23.6m | \$1.95 |
| Above | \$23.6m to \$58.6m | \$2.25 |
| Over | \$58.6m | \$2.45 |

“C.B.D.”—Central Business District shall mean the area bounded by the Swan River South, Swan River East to Nile Street running into Wittenoom Street, Hill

Street to Royal Street, Royal Street to Lord Street, Lord Street to Newcastle Street, along Newcastle Street to the Freeway South to the Perth Fremantle railway line, along the Perth-Fremantle railway line to Dyer Street, Dyer Street through to Havelock Street, Havelock Street to Kings Park Road, Kings Park Road to Fraser Avenue, Fraser Avenue projected through to the Swan River.

“West Perth”—shall mean the area contained within the boundaries formed by Thomas Street, Kings Park Road, Havelock Street, Dyer Street and the Perth-Fremantle railway line back to Thomas Street.

Boundary roads: If a road borders between two regions in which site allowances are to be paid as per this agreement, the parties confirm that one side of such a boundary road will be deemed to fall in one region and the other side of the boundary road will be deemed to fall in the other region. For example, the eastern side of Havelock Street will be in the “CBD” and the western side of Havelock Street shall be in “West Perth”.

“Project Contractual Value”—shall be deemed to mean the value of all tendered work which falls under the scope of the principal contractor’s contract.

5. The site/project allowance and project contractual value detailed in this agreement shall be adjusted on 1 October each year by the total C.P.I. movements for Perth during the preceding four quarters ending 30 June and accordingly, the site allowance amounts shall be adjusted up or down to the nearest five cents.

6. Project contractual values shall be subject to review at any renewal of this agreement, but in any event shall not be adjusted by a percentage less than the total CPI movements for Perth during the preceding four quarters ending 30 June. Such adjustment being to the nearest \$10,000.

7. The agreed site allowance once set pursuant to this agreement shall be recorded in a site agreement to which the applicable principal contractor and the Union will be signatories. The level of allowance once nominated at the commencement of the project will continue without change until completion of the project.

8. It is acknowledged that on certain projects a site agreement may be entered into between the principal contractor and the building trades group of unions for that project that may include matters regularly addressed within the industry, such as, but not limited to, the following—

- Disputes Procedures
- Occupational Health and Safety Procedures
- Demarcation Procedures
- First Aid Provisions and On-Site Amenities

and the unions will not unreasonably refuse to continue to discuss such matters if raised by the principal contractor.

9. This agreement does not apply to resource development projects or civil and engineering projects.

10. Where a dispute arises as to the application of the terms of this agreement, if the issue cannot be resolved in discussions between the parties, it is agreed that the matter will be referred to the appropriate industrial tribunal for resolution without recourse to industrial action.

11. It is a term of this agreement that all site allowance agreements entered into prior to this date will be honoured by all parties and will continue to apply for the life of the particular project.

12. Where because of a condition of contract the principal contractor is required not to allow for a site allowance, before final application of this agreement, discussions will be held between the parties with a view to resolving any problems that may arise as a result of this situation.

13. This agreement shall only apply to building contracts entered into on or after 1 October, 1995.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Western Australian Builders’ Labourers, Painters and Plasterers Union of Workers and the Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch

and

A.S.A. Windows Pty Ltd.

No. AG 365 of 1997.

ASA Windows Pty Ltd Industrial Agreement

COMMISSIONER P E SCOTT.

26 February 1998.

Order.

HAVING heard Ms J Harrison on behalf of the Applicants and there being no appearance on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the ASA Windows Pty Ltd Industrial Agreement in the terms of the following schedule be registered on the 29th day of January 1998.

(Sgd.) P.E. SCOTT,

[L.S.]

Commissioner.

WAGE AGREEMENT

Schedule.

1.—TITLE

This Agreement will be known as the ASA Windows Pty Ltd Industrial Agreement.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Area and Parties Bound
4. Application
5. Duration
6. Dispute Settlement Procedure
7. Single Enterprise
8. Relationship with Awards
9. Enterprise Agreement
10. Wage Increase
11. Site Allowance
12. Industry Standards
13. Clothing and Footwear
14. Training Allowance, Training Leave, Recognition of Prior Learning
15. Seniority
16. Sick Leave
17. Pyramid Sub-Contracting
18. Fares and Travelling
19. Drug and Alcohol, Safety and Rehabilitation Program

Appendix A—Wage Rates

Appendix B—Drug and Alcohol, Safety and Rehabilitation Program

Appendix C—Site Allowance

3.—AREA AND PARTIES BOUND

This is an Agreement between The Western Australian Builders’ Labourers, Painters, & Plasterers Union of Workers and the Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch (hereinafter referred to as the “Unions”) and ASA Windows Pty Ltd (hereinafter referred to as the “Company”) in the State of Western Australia.

4.—APPLICATION

This Agreement shall be binding upon the Company, the Unions, its officers and members, and any person eligible to be members of the Unions employed by the Company on work covered by the terms of the Building Trades (Construction) Award 1987, No. 14 of 1978 (the “Award”). There are approximately 5 employees covered by this agreement.

5.—DURATION

This Agreement shall commence from the first pay period on or after the date of signing and shall continue in effect until 31 October 1999.

The parties agree to commence discussion on the terms and conditions of any future agreement three calendar months prior to the expiration of this Agreement.

6.—DISPUTE SETTLEMENT PROCEDURE

In relation to any questions, disputes or difficulties arising out of the operation of this Agreement the dispute settlement procedure that shall apply shall be in the same terms as that outlined in Clause 46 Settlement of Disputes of the Award.

7.—SINGLE ENTERPRISE

It is agreed that this Agreement applies in respect of a single enterprise as defined in Clause 41A(2) of the WA Industrial Relations Act 1979, as amended (the "Act").

8.—RELATIONSHIP WITH AWARDS

This Agreement shall be read wholly in conjunction with the Award. Where this Agreement is silent on rates of pay and other matters pertaining to the employment relationship, the Award shall apply. Where there is conflict between the rates of pay, conditions, allowances and other matters in this Agreement and the Awards the higher rate shall apply.

9.—ENTERPRISE AGREEMENT

It is agreed that in the event of the Unions and the Company agreeing on the terms of a comprehensive enterprise agreement, this Agreement may be terminated in accordance with the requirements of the Act.

10.—WAGE INCREASE

This Agreement provides for increases in the hourly rate and allowances resulting in the wage rates in the Appendix A—Wage Rates.

11.—SITE ALLOWANCE

This Agreement provides for site allowances as per Appendix C—Site Allowance.

12.—INDUSTRY STANDARDS

1. Redundancy

It is a term of this Agreement that the Company will immediately increase its payments to \$45 per week per employee into the Western Australian Construction Industry Redundancy Fund and then will increase this to \$50 per week per employee on 1 August 1998.

2. Superannuation

The Company will immediately increase its level of payment into the Construction + Building Unions Superannuation Scheme to \$60 per week per employee as of 1 August 1997.

3. Apprentice Rates

The Company agrees to maintain a ratio of no more than four tradespeople to one apprentice employed.

13.—CLOTHING AND FOOTWEAR

1. The following items will be supplied to each employee by the Company, upon the completion of five working days.

- (a) 1 pair safety boots, and will be replaced on a fair wear and tear basis.
- (b) 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- (c) 1 bluey jacket for each employee employed during the period 1 April to 31 October. (One issued per year)

2. The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

14.—TRAINING ALLOWANCE, TRAINING LEAVE, RECOGNITION OF PRIOR LEARNING

1. A training allowance of \$12.00 per week per worker shall be paid by the employer to the Union Education and Training Fund.

2. Subject to all qualifications in this clause, an employee shall, upon application in writing to and with approval of the employer, be granted leave with pay each calendar year

pro-rata to attend courses conducted or approved by the NBCITC. The employers approval shall not be unreasonably withheld.

The application for leave shall be given to the employer at least two weeks in advance of the date of commencement of the course.

The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave where an employee is otherwise entitled.

An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than—

- course fees
- course books and materials
- payment of ordinary time earnings for such absence.

For the purpose of this clause ordinary time earnings shall be defined as the agreement classification rate.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

3. The employer will actively encourage employees to seek formal recognition of their skills (recognition of prior learning), and will allow leave as per (2) above for such purposes including but not limited to securing Tradesmen's Rights Certificates.

15.—SENIORITY

1. The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

2. When applying the "first on last off" principle it is agreed subject to the caveat of "all things being equal", it is intended to apply on a state basis rather than a site by site basis.

3. It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 6—Dispute Settlement Procedure.

4. An employee who has been retrenched by the Company shall have absolute preference and priority for re-employment/re-engagement by the Company. Where an employee is re-engaged within a period of six months the employee shall maintain continuity of service and all accrued entitlements with the Company.

16.—SICK LEAVE

For sick leave accrued after the date of signing this agreement the following will apply—

- (a) The Company's employees shall have the option of converting 100% of accrued sick leave entitlement to a cash payment on termination.
- (b) If an employee who has been terminated by the Company without exercising the above option is re-engaged within a period of six months, the unpaid balance of sick leave shall continue from the date of re-engagement.

17.—PYRAMID SUB-CONTRACTING

1. "Pyramid Sub-Contracting" is defined as the practice of a sub-contractor, to whom a sub-contract is originally awarded, sub-letting that contract or part thereof to another sub-contractor.

2. Provided that where a sub-contractor does not have the technical capacity to handle a specialist section of the contract and intends to engage a specialist sub-contractor to perform that work, that section may be re-let to a specialist sub-contractor.

3. Further provided that when a sub-contract is let for labour and material, a labour-only sub-contract may be let by the sub-contractor, but it is unacceptable as a principle for further labour-only sub-contracts to be re-let.

4. A bona fide sub-contractor is generally an employer of labour, save for a machine owner operator.

5. Where a disagreement arises in relation to the definition or application of the term "Pyramid Sub-Contracting" the parties shall discuss and determine the issue in accordance

with the agreement dispute resolution procedure. In any event of a disagreement, the matter shall be negotiated further between the parties or referred to the Western Australian Industrial Relations Commission. Whilst these procedures are undertaken no industrial action shall occur.

18.—FARES AND TRAVELLING

In addition to Clause 12A of the award a travel payment shall be made in the form of a daily payment (on days worked) of \$6.15 per day per employee.

19.—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

The parties are committed to the Drug and Alcohol, Safety and Rehabilitation program as outlined in Appendix B—Drug and Alcohol, Safety and Rehabilitation Program.

Signed for and on behalf of—

The Unions: **BLPPU** Signed **Common Seal**
Date: 26/11/97

Signed

WITNESS

CMETU Signed **Common Seal**
Date: 26/11/97

Signed

WITNESS

The Company **Common Seal** Signed
Company Seal Date: 19/11/97

Arthur Sedgewick

PRINT NAME

Signed

WITNESS

APPENDIX A—WAGE RATES

| | Date of Signing | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|-----------------------|-----------------|-----------------|---------------|-----------------|---------------|
| | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ | \$ | \$ |
| Labourer Group 1 | 15.56 | 16.01 | 16.47 | 16.92 | 17.15 |
| Labourer Group 2 | 15.03 | 15.47 | 15.90 | 16.34 | 16.56 |
| Labourer Group 3 | 14.63 | 15.05 | 15.48 | 15.90 | 16.12 |
| Plaster, Fixer | 16.17 | 16.64 | 17.11 | 17.58 | 17.82 |
| Painter, Glazier | 15.81 | 16.27 | 16.73 | 17.19 | 17.42 |
| Signwriter | 16.15 | 16.62 | 17.09 | 17.56 | 17.80 |
| Carpenter | 16.27 | 16.75 | 17.22 | 17.70 | 17.93 |
| Bricklayer | 16.11 | 16.58 | 17.05 | 17.52 | 17.75 |
| Refractory Bricklayer | 18.50 | 19.04 | 19.58 | 20.12 | 20.38 |
| Stonemason | 16.27 | 16.75 | 17.22 | 17.70 | 17.93 |
| Rooftiler | 15.99 | 16.45 | 16.92 | 17.38 | 17.62 |
| Marker/Setter Out | 16.75 | 17.24 | 17.72 | 18.21 | 18.46 |
| Special Class T | 16.96 | 17.46 | 17.95 | 18.45 | 18.69 |

APPRENTICE RATES

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| | \$ | \$ | \$ | \$ | \$ |
| Plasterer, Fixer | | | | | |
| Yr 1 | 6.79 | 6.99 | 7.18 | 7.38 | 7.48 |
| Yr 2 (1/3) | 8.90 | 9.16 | 9.42 | 9.68 | 9.81 |
| Yr 3 (2/3) | 12.13 | 12.49 | 12.84 | 13.19 | 13.37 |
| Yr 4 (3/3) | 14.23 | 14.65 | 15.06 | 15.48 | 15.69 |
| Painter, Glazier | | | | | |
| Yr 1 (.5/3.5) | 6.64 | 6.84 | 7.03 | 7.22 | 7.32 |
| Yr 2 (1/3, 1.5/3.5) | 8.70 | 8.95 | 9.20 | 9.45 | 9.58 |
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| Yr 4 (3/3, 3.5/3.5) | 14.21 | 14.63 | 15.04 | 15.46 | 15.66 |
| Carpenter | | | | | |
| Yr 1 | 6.84 | 7.04 | 7.24 | 7.44 | 7.54 |
| Yr 2 (1/3) | 8.95 | 9.21 | 9.47 | 9.73 | 9.86 |
| Yr 3 (2/3) | 12.21 | 12.56 | 12.92 | 13.27 | 13.45 |
| Yr 4 (3/3) | 14.32 | 14.73 | 15.15 | 15.57 | 15.78 |
| Bricklayer | | | | | |
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| Yr 2 (1/3) | 8.86 | 9.12 | 9.37 | 9.63 | 9.76 |
| Yr 3 (2/3) | 12.08 | 12.43 | 12.79 | 13.14 | 13.31 |
| Yr 4 (3/3) | 14.17 | 14.59 | 15.00 | 15.41 | 15.62 |

| | Date of Signing | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|--------------|-----------------|-----------------|---------------|-----------------|---------------|
| | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ | \$ | \$ |
| Stonemason | | | | | |
| Yr 1 | 6.84 | 7.04 | 7.24 | 7.44 | 7.54 |
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| Yr 3 (2/3) | 12.21 | 12.56 | 12.92 | 13.27 | 13.45 |
| Yr 4 (3/3) | 14.32 | 14.73 | 15.15 | 15.57 | 15.78 |
| Rooftiler | | | | | |
| 6 months | 9.12 | 9.38 | 9.65 | 9.91 | 10.04 |
| 2nd 6 months | 10.02 | 10.31 | 10.61 | 10.90 | 11.04 |
| Yr 2 | 11.71 | 12.05 | 12.39 | 12.73 | 12.90 |
| Yr 3 | 13.74 | 14.14 | 14.54 | 14.94 | 15.14 |

APPENDIX B—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

1. PRINCIPLE

People dangerously affected by alcohol, and/or drugs are a safety hazard to themselves and all other persons in the workplace.

2. FOCUS

- Site safety and the involvement of the site safety committee
- Peer intervention and support
- Rehabilitation

3. WORKPLACE POLICY

- A person who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.
- The decision on a persons ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/employer representatives.
- There will be no payment of lost time to a person unable to work in a safe manner.
- If this happens 3 times the worker shall be given a written warning and made aware of the availability of treatment/counselling. If the worker refuses help he/she may be transferred/dismissed the next time he/she is dangerously affected.
- For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.
- A worker having problems with alcohol and or other drugs—
 - Will not be sacked if he/she is willing to get help.
 - Must undertake and continue with the recommended treatment to maintain the protection of this program.
 - Will be entitled to sick leave or leave without pay while attending treatment.

4. IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will—

- Clearly state its endorsement of the BTG Drug and Alcohol program and comply with it.
- Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Program to address a meeting of employees to discuss and endorse the program.
- Authorise the attendance of appropriate company personnel eg. Safety delegate/officer, safety committee members, union delegate, consultative committee members(s) at the two hour BTG Drug and Safety in the Workplace training course.

APPENDIX C—SITE ALLOWANCE

1. This agreement is between the parties to this agreement and shall apply to construction work undertaken by principal contractors who are engaged in the commercial/industrial sector of the building industry in the state of Western Australia within a 50km radius of the Perth General Post Office.

2. This agreement provides for a site allowance to be paid to employees engaged on particular building projects, and for such site allowance to be paid in addition to the wage rates and allowances prescribed by the award as well as any industrial or certified agreements made in conjunction with the award which does not prescribe a site allowance.

3. The site allowance payable under this agreement is to be paid at a flat rate per hour for all hours worked to compensate for all special factors/disabilities on the project and in lieu of all award special rates, with the exception of rates relating to the lifting of heavy blocks, cleaning down brickwork and the use of explosive powered tools which will be payable to an employee when he/she encounters that particular disability.

4. Site Allowance Formula

At the commencement of a project the particular site allowance to apply shall be determined in accordance with the following formula—

4.1 Projects Located Within Perth C.B.D. (as defined)

New Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.80 |
| Above \$2.1m to \$4.4m | \$2.15 |
| Over \$4.4m | \$2.75 |

Renovations, Restorations and/or Refurbishment Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.60 |
| Above \$2.1m to \$4.4m | \$1.80 |
| Over \$4.4m | \$2.35 |

4.2 Projects Located Within West Perth (as defined)

New Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.60 |
| Above \$2.1m to \$4.4m | \$1.80 |
| Over \$4.4m | \$2.35 |

Renovations, Restorations and/or Refurbishment Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.50 |
| Above \$2.1m to \$4.4m | \$1.70 |
| Over \$4.4m | \$1.95 |

The site allowance on projects which are a combination of new and renovation work shall be governed by the majority of work involved. For example, where the majority of work is new work, then the site allowance appropriate to new work shall be paid for all employees on the project.

4.3 Projects within 50 km radius of Perth G.P.O. but not including the C.B.D. or West Perth (as defined)

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$1m | NIL |
| Above \$1m to \$2.1m | \$1.20 |
| Above \$2.1m to \$5.8m | \$1.50 |
| Above \$5.8m to \$11.6m | \$1.75 |
| Above \$11.6m to \$23.6m | \$1.95 |
| Above \$23.6m to \$58.6m | \$2.25 |
| Over \$58.6m | \$2.45 |

“C.B.D.”—Central Business District shall mean the area bounded by the Swan River South, Swan River East to Nile Street running into Wittenoom Street, Hill Street to Royal Street, Royal Street to Lord Street, Lord Street to Newcastle Street, along Newcastle Street to the Freeway, the Freeway South to the Perth Fremantle railway line, along the Perth-Fremantle railway line to Dyer Street, Dyer Street through to

Havelock Street, Havelock Street to Kings Park Road, Kings Park Road to Fraser Avenue, Fraser Avenue projected through to the Swan River.

“West Perth”—shall mean the area contained within the boundaries formed by Thomas Street, Kings Park Road, Havelock Street, Dyer Street and the Perth-Fremantle railway line back to Thomas Street.

Boundary roads: If a road borders between two regions in which site allowances are to be paid as per this agreement, the parties confirm that one side of such a boundary road will be deemed to fall in one region and the other side of the boundary road will be deemed to fall in the other region. For example, the eastern side of Havelock Street will be in the “CBD” and the western side of Havelock Street shall be in “West Perth”.

“Project Contractual Value”—shall be deemed to mean the value of all tendered work which falls under the scope of the principal contractor’s contract.

5. The site/project allowance and project contractual value detailed in this agreement shall be adjusted on 1 October each year by the total C.P.I. movements for Perth during the preceding four quarters ending 30 June and accordingly, the site allowance amounts shall be adjusted up or down to the nearest five cents.

6. Project contractual values shall be subject to review at any renewal of this agreement, but in any event shall not be adjusted by a percentage less than the total CPI movements for Perth during the preceding four quarters ending 30 June. Such adjustment being to the nearest \$10,000.

7. The agreed site allowance once set pursuant to this agreement shall be recorded in a site agreement to which the applicable principal contractor and the Union will be signatories. The level of allowance once nominated at the commencement of the project will continue without change until completion of the project.

8. It is acknowledged that on certain projects a site agreement may be entered into between the principal contractor and the building trades group of unions for that project that may include matters regularly addressed within the industry, such as, but not limited to, the following—

- Disputes Procedures
- Occupational Health and Safety Procedures
- Demarcation Procedures
- First Aid Provisions and On-Site Amenities

and the unions will not unreasonably refuse to continue to discuss such matters if raised by the principal contractor.

9. This agreement does not apply to resource development projects or civil and engineering projects.

10. Where a dispute arises as to the application of the terms of this agreement, if the issue cannot be resolved in discussions between the parties, it is agreed that the matter will be referred to the appropriate industrial tribunal for resolution without recourse to industrial action.

11. It is a term of this agreement that all site allowance agreements entered into prior to this date will be honoured by all parties and will continue to apply for the life of the particular project.

12. Where because of a condition of contract the principal contractor is required not to allow for a site allowance, before final application of this agreement, discussions will be held between the parties with a view to resolving any problems that may arise as a result of this situation.

13. This agreement shall only apply to building contracts entered into on or after 1 October, 1995.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Western Australian Builders' Labourers, Painters and Plasterers Union of Workers and the Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch

and

Australian Fire Door Company Pty Ltd.

No. AG 366 of 1997.

Australian Fire Doors Industrial Agreement

COMMISSIONER P E SCOTT.

26 February 1998.

Order.

HAVING heard Ms J Harrison on behalf of the Applicants and there being no appearance on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Australian Fire Doors Industrial Agreement in the terms of the following schedule be registered on the 29th day of January 1998.

(Sgd.) P.E. SCOTT,
Commissioner.

[L.S.]

WAGE AGREEMENT

Schedule.

1.—TITLE

This Agreement will be known as the Australian Fire Doors Industrial Agreement.

2.—ARRANGEMENT

1. Title
 2. Arrangement
 3. Area and Parties Bound
 4. Application
 5. Duration
 6. Dispute Settlement Procedure
 7. Single Enterprise
 8. Relationship with Awards
 9. Enterprise Agreement
 10. Wage Increase
 11. Site Allowance
 12. Industry Standards
 13. Clothing and Footwear
 14. Training Allowance, Training Leave, Recognition of Prior Learning
 15. Seniority
 16. Sick Leave
 17. Pyramid Sub-Contracting
 18. Fares and Travelling
 19. Drug and Alcohol, Safety and Rehabilitation Program
 20. No Extra Claims
- Appendix A—Wage Rates
Appendix B—Drug and Alcohol, Safety and Rehabilitation Program
Appendix C—Site Allowance

3.—AREA AND PARTIES BOUND

This is an Agreement between The Western Australian Builders' Labourers, Painters, & Plasterers Union of Workers and the Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch (hereinafter referred to as the "Unions") and Australian Fire Door Company Pty Ltd (hereinafter referred to as the "Company") in the State of Western Australia.

4.—APPLICATION

This Agreement shall be binding upon the Company, the Unions, its officers and members, and any person eligible to be members of the Unions employed by the Company on work covered by the terms of the Building Trades (Construction)

Award 1987, No. 14 of 1978 (the "Award"). There are approximately 6 employees covered by this agreement.

5.—DURATION

This Agreement shall commence from the first pay period on or after the date of signing and shall continue in effect until 31 October 1999.

The parties agree to commence discussion on the terms and conditions of any future agreement three calendar months prior to the expiration of this Agreement.

6.—DISPUTE SETTLEMENT PROCEDURE

In relation to any questions, disputes or difficulties arising out of the operation of this Agreement the dispute settlement procedure that shall apply shall be in the same terms as that outlined in Clause 46 Settlement of Disputes of the Award.

7.—SINGLE ENTERPRISE

It is agreed that this Agreement applies in respect of a single enterprise as defined in Clause 41A(2) of the WA Industrial Relations Act 1979, as amended (the "Act").

8.—RELATIONSHIP WITH AWARDS

This Agreement shall be read wholly in conjunction with the Award. Where this Agreement is silent on rates of pay and other matters pertaining to the employment relationship, the Award shall apply. Where there is conflict between the rates of pay, conditions, allowances and other matters in this Agreement and the Awards the higher rate shall apply.

9.—ENTERPRISE AGREEMENT

It is agreed that in the event of the Unions and the Company agreeing on the terms of a comprehensive enterprise agreement, this Agreement may be terminated in accordance with the requirements of the Act.

10.—WAGE INCREASE

This Agreement provides for increases in the hourly rate and allowances resulting in the wage rates in the Appendix A—Wage Rates.

11.—SITE ALLOWANCE

This Agreement provides for site allowances as per Appendix C—Site Allowance.

12.—INDUSTRY STANDARDS

1. Redundancy

It is a term of this Agreement that the Company will immediately increase its payments to \$45 per week per employee into the Western Australian Construction Industry Redundancy Fund and then will increase this to \$50 per week per employee on 2 September 1998.

2. Superannuation

The Company will immediately increase its level of payment into the Construction + Building Unions Superannuation Scheme to \$60 per week per employee as of 2 September 1997.

3. Apprentice Rates

The Company agrees to maintain a ratio of no more than four tradespeople to one apprentice employed.

13.—CLOTHING AND FOOTWEAR

1. The following items will be supplied to each employee by the Company, upon the completion of five working days.

- (a) 1 pair safety boots, and will be replaced on a fair wear and tear basis.
- (b) 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- (c) 1 bluey jacket for each employee employed during the period 1 April to 31 October. (One issued per year)

2. The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

14.—TRAINING ALLOWANCE, TRAINING LEAVE, RECOGNITION OF PRIOR LEARNING

1. A training allowance of 20 cents per hour on projects between \$300,000 and \$1.2 million and 30 cents per hour on projects over \$1.2 million per worker shall be paid by the employer to the Union Education and Training Fund.

2. Subject to all qualifications in this clause, an employee shall, upon application in writing to and with approval of the employer, be granted leave with pay each calendar year pro-rata to attend courses conducted or approved by the NBCITC. The employers approval shall not be unreasonably withheld.

The application for leave shall be given to the employer at least two weeks in advance of the date of commencement of the course.

The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave where an employee is otherwise entitled.

An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than—

- course fees
- course books and materials
- payment of ordinary time earnings for such absence.

For the purpose of this clause ordinary time earnings shall be defined as the agreement classification rate.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

3. The employer will actively encourage employees to seek formal recognition of their skills (recognition of prior learning), and will allow leave as per (2) above for such purposes including but not limited to securing Tradesmen's Rights Certificates.

15.—SENIORITY

1. The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

2. When applying the "first on last off" principle it is agreed subject to the caveat of "all things being equal", it is intended to apply on a state basis rather than a site by site basis.

3. It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 6—Dispute Settlement Procedure.

4. An employee who has been retrenched by the Company shall have absolute preference and priority for re-employment/re-engagement by the Company. Where an employee is re-engaged within a period of six months the employee shall maintain continuity of service and all accrued entitlements with the Company.

16.—SICK LEAVE

For sick leave accrued after the date of signing this agreement the following will apply—

- (a) The Company's employees shall have the option of converting up to 20 days of accrued sick leave entitlement to a cash payment on termination.
- (b) If an employee who has been terminated by the Company without exercising the above option is re-engaged within a period of six months, the unpaid balance of sick leave shall continue from the date of re-engagement.

17.—PYRAMID SUB-CONTRACTING

1. "Pyramid Sub-Contracting" is defined as the practice of a sub-contractor, to whom a sub-contract is originally awarded, sub-letting that contract or part thereof to another sub-contractor.

2. Provided that where a sub-contractor does not have the technical capacity to handle a specialist section of the contract and intends to engage a specialist sub-contractor to perform that work, that section may be re-let to a specialist sub-contractor.

3. Further provided that when a sub-contract is let for labour and material, a labour-only sub-contract may be let by the sub-contractor, but it is unacceptable as a principle for further labour-only sub-contracts to be re-let.

4. A bona fide sub-contractor is generally an employer of labour, save for a machine owner operator.

5. Where a disagreement arises in relation to the definition or application of the term "Pyramid Sub-Contracting" the

parties shall discuss and determine the issue in accordance with the agreement dispute resolution procedure. In any event of a disagreement, the matter shall be negotiated further between the parties or referred to the Western Australian Industrial Relations Commission. Whilst these procedures are undertaken no industrial action shall occur.

18.—FARES AND TRAVELLING

In addition to Clause 12A of the award a travel payment shall be made in the form of a daily payment (on days worked) of \$6.15 per day per employee.

19.—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

The parties are committed to the Drug and Alcohol, Safety and Rehabilitation program as outlined in Appendix B—Drug and Alcohol, Safety and Rehabilitation Program.

20.—NO EXTRA CLAIMS

The Union will make no further claims on the Company over conditions set out in this Agreement for the life of the Agreement. However the Union reserves the right to raise the unforeseen matters. The Company agrees to insure the employees for sickness and accident cover. The terms of the policy will be agreed to between the Company and the Union.

Signed for and on behalf of—

The Unions: **BLPPU** Signed **Common Seal**

Date: 17/12/97

Signed

WITNESS

CMETU Signed **Common Seal**

Date: 17/12/97

Signed

WITNESS

The Company **Common Seal** Signed

Company Seal Date: 5/12/97

name printed

PRINT NAME

Signed

WITNESS

APPENDIX A—WAGE RATES

| | Date of Signing | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|-----------------------|-----------------|-----------------|---------------|-----------------|---------------|
| | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ | \$ | \$ |
| Labourer Group 1 | 15.56 | 16.01 | 16.47 | 16.92 | 17.15 |
| Labourer Group 2 | 15.03 | 15.47 | 15.90 | 16.34 | 16.56 |
| Labourer Group 3 | 14.63 | 15.05 | 15.48 | 15.90 | 16.12 |
| Plaster, Fixer | 16.17 | 16.64 | 17.11 | 17.58 | 17.82 |
| Painter, Glazier | 15.81 | 16.27 | 16.73 | 17.19 | 17.42 |
| Signwriter | 16.15 | 16.62 | 17.09 | 17.56 | 17.80 |
| Carpenter | 16.27 | 16.75 | 17.22 | 17.70 | 17.93 |
| Bricklayer | 16.11 | 16.58 | 17.05 | 17.52 | 17.75 |
| Refractory Bricklayer | 18.50 | 19.04 | 19.58 | 20.12 | 20.38 |
| Stonemason | 16.27 | 16.75 | 17.22 | 17.70 | 17.93 |
| Roofitiler | 15.99 | 16.45 | 16.92 | 17.38 | 17.62 |
| Marker/Setter Out | 16.75 | 17.24 | 17.72 | 18.21 | 18.46 |
| Special Class T | 16.96 | 17.46 | 17.95 | 18.45 | 18.69 |

APPRENTICE RATES

| | Date of Signing | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|----------------------|-----------------|-----------------|---------------|-----------------|---------------|
| | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ | \$ | \$ |
| Plasterer, Fixer | | | | | |
| Yr 1 | 6.79 | 6.99 | 7.18 | 7.38 | 7.48 |
| Yr 2 (1/3) | 8.90 | 9.16 | 9.42 | 9.68 | 9.81 |
| Yr 3 (2/3) | 12.13 | 12.49 | 12.84 | 13.19 | 13.37 |
| Yr 4 (3/3) | 14.23 | 14.65 | 15.06 | 15.48 | 15.6 |
| Painter, Glazier | | | | | |
| Yr 1 (.5/3.5) | 6.64 | 6.84 | 7.03 | 7.22 | 7.32 |
| Yr 2 (1/3), 1.5/3.5) | 8.70 | 8.95 | 9.20 | 9.45 | 9.58 |
| Yr 3 (2/3), 2.5/3.5) | 11.86 | 12.20 | 12.55 | 12.89 | 13.06 |
| Yr 4 (3/3), 3.5/3.5) | 13.92 | 14.32 | 14.73 | 15.13 | 15.33 |
| Signwriter | | | | | |
| Yr 1 (.5/3.5) | 6.79 | 6.99 | 7.18 | 7.38 | 7.48 |
| Yr 2 (1/3, 1.5/3.5) | 8.88 | 9.14 | 9.40 | 9.65 | 9.78 |
| Yr 3 (2/3, 2.5/3.5) | 12.11 | 12.47 | 12.82 | 13.17 | 13.35 |
| Yr 4 (3/3, 3.5/3.5) | 14.21 | 14.63 | 15.04 | 15.46 | 15.66 |

| | Date of Signing | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|--------------|-----------------|-----------------|---------------|-----------------|---------------|
| | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ | \$ | \$ |
| Carpenter | | | | | |
| Yr 1 | 6.84 | 7.04 | 7.24 | 7.44 | 7.54 |
| Yr 2 (1/3) | 8.95 | 9.21 | 9.47 | 9.73 | 9.86 |
| Yr 3 (2/3) | 12.21 | 12.56 | 12.92 | 13.27 | 13.45 |
| Yr 4 (3/3) | 14.32 | 14.73 | 15.15 | 15.57 | 15.78 |
| Bricklayer | | | | | |
| Yr 1 | 6.77 | 6.96 | 7.16 | 7.36 | 7.46 |
| Yr 2 (1/3) | 8.86 | 9.12 | 9.37 | 9.63 | 9.76 |
| Yr 3 (2/3) | 12.08 | 12.43 | 12.79 | 13.14 | 13.31 |
| Yr 4 (3/3) | 14.17 | 14.59 | 15.00 | 15.41 | 15.62 |
| Stonemason | | | | | |
| Yr 1 | 6.84 | 7.04 | 7.24 | 7.44 | 7.54 |
| Yr 2 (1/3) | 8.95 | 9.21 | 9.47 | 9.73 | 9.86 |
| Yr 3 (2/3) | 12.21 | 12.56 | 12.92 | 13.27 | 13.45 |
| Yr 4 (3/3) | 14.32 | 14.73 | 15.15 | 15.57 | 15.78 |
| Rooftiler | | | | | |
| 6 months | 9.12 | 9.38 | 9.65 | 9.91 | 10.04 |
| 2nd 6 months | 10.02 | 10.31 | 10.61 | 10.90 | 11.04 |
| Yr 2 | 11.71 | 12.05 | 12.39 | 12.73 | 12.90 |
| Yr 3 | 13.74 | 14.14 | 14.54 | 14.94 | 15.14 |

APPENDIX B—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

1. PRINCIPLE

People dangerously affected by alcohol, and/or drugs are a safety hazard to themselves and all other persons in the workplace.

2. FOCUS

- Site safety and the involvement of the site safety committee
- Peer intervention and support
- Rehabilitation

3. WORKPLACE POLICY

- A person who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.
- The decision on a persons ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/employer representatives.
- There will be no payment of lost time to a person unable to work in a safe manner.
- If this happens 3 times the worker shall be given a written warning and made aware of the availability of treatment/counselling. If the worker refuses help he/she may be transferred/dismissed the next time he/she is dangerously affected.
- For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.
- A worker having problems with alcohol and or other drugs—
 - Will not be sacked if he/she is willing to get help.
 - Must undertake and continue with the recommended treatment to maintain the protection of this program.
 - Will be entitled to sick leave or leave without pay while attending treatment.

4. IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will—

- Clearly state its endorsement of the BTG Drug and Alcohol program and comply with it.
- Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Program to address a meeting of employees to discuss and endorse the program.
- Authorise the attendance of appropriate company personnel eg. Safety delegate/officer, safety committee members, union delegate, consultative committee members(s) at the two hour BTG Drug and Safety in the Workplace training course.

APPENDIX C—SITE ALLOWANCE

1. This agreement is between the parties to this agreement and shall apply to construction work undertaken by principal contractors who are engaged in the commercial/industrial sector of the building industry in the state of Western Australia within a 50km radius of the Perth General Post Office.

2. This agreement provides for a site allowance to be paid to employees engaged on particular building projects, and for such site allowance to be paid in addition to the wage rates and allowances prescribed by the award as well as any industrial or certified agreements made in conjunction with the award which does not prescribe a site allowance.

3. The site allowance payable under this agreement is to be paid at a flat rate per hour for all hours worked to compensate for all special factors/disabilities on the project and in lieu of all award special rates, with the exception of rates relating to the lifting of heavy blocks, cleaning down brickwork and the use of explosive powered tools which will be payable to an employee when he/she encounters that particular disability.

4. Site Allowance Formula

At the commencement of a project the particular site allowance to apply shall be determined in accordance with the following formula—

4.1 Projects Located Within Perth C.B.D. (as defined)

New Work

| | Project Contractual Value | Site Allowance |
|-------|---------------------------|----------------|
| Up to | \$500,000 | NIL |
| Above | \$500,000 to \$2.1m | \$1.80 |
| Above | \$2.1m to \$4.4m | \$2.15 |
| Over | \$4.4m | \$2.75 |

Renovations, Restorations and/or Refurbishment Work

| | Project Contractual Value | Site Allowance |
|-------|---------------------------|----------------|
| Up to | \$500,000 | NIL |
| Above | \$500,000 to \$2.1m | \$1.60 |
| Above | \$2.1m to \$4.4m | \$1.80 |
| Over | \$4.4m | \$2.35 |

4.2 Projects Located Within West Perth (as defined)

New Work

| | Project Contractual Value | Site Allowance |
|-------|---------------------------|----------------|
| Up to | \$500,000 | NIL |
| Above | \$500,000 to \$2.1m | \$1.60 |
| Above | \$2.1m to \$4.4m | \$1.80 |
| Over | \$4.4m | \$2.35 |

Renovations, Restorations and/or Refurbishment Work

| | Project Contractual Value | Site Allowance |
|-------|---------------------------|----------------|
| Up to | \$500,000 | NIL |
| Above | \$500,000 to \$2.1m | \$1.50 |
| Above | \$2.1m to \$4.4m | \$1.70 |
| Over | \$4.4m | \$1.95 |

The site allowance on projects which are a combination of new and renovation work shall be governed by the majority of work involved. For example, where the majority of work is new work, then the site allowance appropriate to new work shall be paid for all employees on the project.

4.3 Projects within 50 km radius of Perth G.P.O. but not including the C.B.D. or West Perth (as defined)

| | Project Contractual Value | Site Allowance |
|-------|---------------------------|----------------|
| Up to | \$1m | NIL |
| Above | \$1m to \$2.1m | \$1.20 |
| Above | \$2.1m to 5.8m | \$1.50 |
| Above | \$5.8m to \$11.6m | \$1.75 |
| Above | \$11.6m to \$23.6m | \$1.95 |
| Above | \$23.6m to \$58.6m | \$2.25 |
| Over | \$58.6m | \$2.45 |

“C.B.D.”—Central Business District shall mean the area bounded by the Swan River South, Swan River East to Nile Street running into Wittenoom Street, Hill

Street to Royal Street, Royal Street to Lord Street, Lord Street to Newcastle Street, along Newcastle Street to the Freeway South to the Perth Fremantle railway line, along the Perth-Fremantle railway line to Dyer Street, Dyer Street through to Havelock Street, Havelock Street to Kings Park Road, Kings Park Road to Fraser Avenue, Fraser Avenue projected through to the Swan River.

“West Perth”—shall mean the area contained within the boundaries formed by Thomas Street, Kings Park Road, Havelock Street, Dyer Street and the Perth-Fremantle railway line back to Thomas Street.

Boundary roads: If a road borders between two regions in which site allowances are to be paid as per this agreement, the parties confirm that one side of such a boundary road will be deemed to fall in one region and the other side of the boundary road will be deemed to fall in the other region. For example, the eastern side of Havelock Street will be in the “CBD” and the western side of Havelock Street shall be in “West Perth”.

“Project Contractual Value”—shall be deemed to mean the value of all tendered work which falls under the scope of the principal contractor’s contract.

5. The site/project allowance and project contractual value detailed in this agreement shall be adjusted on 1 October each year by the total C.P.I. movements for Perth during the preceding four quarters ending 30 June and accordingly, the site allowance amounts shall be adjusted up or down to the nearest five cents.

6. Project contractual values shall be subject to review at any renewal of this agreement, but in any event shall not be adjusted by a percentage less than the total CPI movements for Perth during the preceding four quarters ending 30 June. Such adjustment being to the nearest \$10,000.

7. The agreed site allowance once set pursuant to this agreement shall be recorded in a site agreement to which the applicable principal contractor and the Union will be signatories. The level of allowance once nominated at the commencement of the project will continue without change until completion of the project.

8. It is acknowledged that on certain projects a site agreement may be entered into between the principal contractor and the building trades group of unions for that project that may include matters regularly addressed within the industry, such as, but not limited to, the following—

- Disputes Procedures
- Occupational Health and Safety Procedures
- Demarcation Procedures
- First Aid Provisions and On-Site Amenities

and the unions will not unreasonably refuse to continue to discuss such matters if raised by the principal contractor.

9. This agreement does not apply to resource development projects or civil and engineering projects.

10. Where a dispute arises as to the application of the terms of this agreement, if the issue cannot be resolved in discussions between the parties, it is agreed that the matter will be referred to the appropriate industrial tribunal for resolution without recourse to industrial action.

11. It is a term of this agreement that all site allowance agreements entered into prior to this date will be honoured by all parties and will continue to apply for the life of the particular project.

12. Where because of a condition of contract the principal contractor is required not to allow for a site allowance, before final application of this agreement, discussions will be held between the parties with a view to resolving any problems that may arise as a result of this situation.

13. This agreement shall only apply to building contracts entered into on or after 1 October, 1995.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Western Australian Builders’ Labourers, Painters and Plasterers Union of Workers and the Construction, Mining, Energy, Timbryards, Sawmills and Woodworkers Union of Australia—Western Australian Branch

and

Ventara Holdings Pty Ltd.

No. AG 367 of 1997.

Ventara Holdings Industrial Agreement.

COMMISSIONER P E SCOTT.

26 February 1998.

Order.

HAVING heard Ms J Harrison on behalf of the Applicants and there being no appearance on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Ventara Holdings Industrial Agreement in the terms of the following schedule be registered on the 29th day of January 1998.

(Sgd.) P.E. SCOTT,
Commissioner.

[L.S.]

WAGE AGREEMENT

Schedule.

1.—TITLE

This Agreement will be known as the Ventara Holdings Industrial Agreement.

2.—ARRANGEMENT

1. Title
 2. Arrangement
 3. Area and Parties Bound
 4. Application
 5. Duration
 6. Dispute Settlement Procedure
 7. Single Enterprise
 8. Relationship with Awards
 9. Enterprise Agreement
 10. Wage Increase
 11. Site Allowance
 12. Industry Standards
 13. Clothing and Footwear
 14. Training Allowance, Training Leave, Recognition of Prior Learning
 15. Seniority
 16. Sick Leave
 17. Pyramid Sub-Contracting
 18. Fares and Travelling
 19. Drug and Alcohol, Safety and Rehabilitation Program
 20. Income Protection
 21. No Extra Claims
- Appendix A—Wage Rates
Appendix B—Drug and Alcohol, Safety and Rehabilitation Program
Appendix C—Site Allowance

3.—AREA AND PARTIES BOUND

This is an Agreement between The Western Australian Builder’s Labourers, Painters, & Plasterers Union of Workers and the Construction, Mining, Energy, Timbryards, Sawmills and Woodworkers Union of Australia—Western Australian Branch (hereinafter referred to as the “Unions”) and Ventara Holdings Pty Ltd (hereinafter referred to as the “Company”) in the State of Western Australia.

4.—APPLICATION

This Agreement shall be binding upon the Company, the Unions, its officers and members, and any person eligible to be members of the Unions employed by the Company on work

covered by the terms of the Building Trades (Construction) Award 1987, No. 14 of 1978 (the "Award"). There are approximately 7 employees covered by this agreement.

5.—DURATION

This Agreement shall commence from the first pay period on or after the date of signing and shall continue in effect until 31 October 1999.

The parties agree to commence discussion on the terms and conditions of any future agreement three calendar months prior to the expiration of this Agreement.

6.—DISPUTE SETTLEMENT PROCEDURE

In relation to any questions, disputes or difficulties arising out of the operation of this Agreement the dispute settlement procedure that shall apply shall apply as follows—

Dispute Avoidance and Settlement Procedure

1. In the first instance an employee shall submit a request concerning an industrial issue to either their own site Union representative or the immediate supervisor/foreperson. If the matter cannot be resolved at this stage then the following procedure shall be applied—

- a) The Company and Union delegate/shop steward shall submit the issue to the immediate supervisor/foreperson.
- b) If not settled at this stage the employee and Union delegate/shop steward shall submit the issue to the site manager of the Company.
- c) If not settled at this stage the employee and Union delegate/shop steward may submit the matter to the Union Organiser for discussion with the project manager or industrial relations office in consultation with the Company's site manager.
- d) If not settled at this stage the Union organiser may submit the matter to the Union secretary for discussion with the project builder at the state senior management level. The matter shall then be discussed further with the senior management representative of any other relevant contractors.
- e) If the dispute still exists after the aforementioned processed have been carried out, then the matter shall be referred to the Western Australian Industrial Relations Commission for determination. The decision of the Western Australian Industrial Relations Commission will be accepted by all parties subject to legal rights of appeal.

2. Whilst the above procedures are being carried out work will continue as it did prior to the issue arising. Neither party shall be prejudiced as to final settlement by the continuance of work in accordance with the Clause.

7.—SINGLE ENTERPRISE

It is agreed that this Agreement applies in respect of a single enterprise as defined in Clause 41A(2) of the WA Industrial Relations Act 1979, as amended (the "Act").

8.—RELATIONSHIP WITH AWARDS

This Agreement shall be read wholly in conjunction with the Award. Where this Agreement is silent on rates of pay and other matters pertaining to the employment relationship, the Award shall apply. Where there is conflict between the rates of pay, conditions, allowances and other matters in this Agreement and the Awards the higher rate shall apply.

9.—ENTERPRISE AGREEMENT

It is agreed that in the event of the Unions and the Company agreeing on the terms of a comprehensive enterprise agreement, this Agreement may be terminated in accordance with the requirements of the Act.

10.—WAGE INCREASE

This Agreement provides for increases in the hourly rate and allowances resulting in the wage rates in the Appendix A—Wage Rates.

11.—SITE ALLOWANCE

This Agreement provides for site allowances as per Appendix C—Site Allowance.

12.—INDUSTRY STANDARDS

1. Redundancy

It is a term of this Agreement that the Company will immediately at the date of signing increase its payments to \$45 per week per employee into the Western Australian Construction Industry Redundancy Fund and then will increase this to \$50 per week per employee on 1 August 1998.

2. Superannuation

The Company will immediately at the date of signing increase its level of payment into the Construction + Building Unions Superannuation Scheme to \$60 per week per employee as of 1 August 1997.

3. Apprentice Rates

The Company agrees to maintain a ratio of no more than four tradespeople to one apprentice employed.

13.—CLOTHING AND FOOTWEAR

1. The following items will be supplied to each employee by the Company, upon the completion of five working days.

- (a) 1 pair safety boots, and will be replaced on a fair wear and tear basis.
- (b) 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- (c) 1 bluey jacket for each employee employed during the period 1 April to 31 October. (One issued per year)

2. The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

14.—TRAINING ALLOWANCE, TRAINING LEAVE, RECOGNITION OF PRIOR LEARNING

1. A training allowance of \$12.00 per week per worker shall be paid by the employer to the Union Education and Training Fund.

2. Subject to all qualifications in this clause, an employee shall, upon application in writing to and with approval of the employer, be granted leave with pay each calendar year pro-rata to attend courses conducted or approved by the NBCITC. The employers approval shall not be unreasonably withheld.

The application for leave shall be given to the employer at least two weeks in advance of the date of commencement of the course.

The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave where an employee is otherwise entitled.

An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than—

- course fees
- course books and materials
- payment of ordinary time earnings for such absence.

For the purpose of this clause ordinary time earnings shall be defined as the agreement classification rate.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

3. The employer will actively encourage employees to seek formal recognition of their skills (recognition of prior learning), and will allow leave as per (2) above for such purposes including but not limited to securing Tradesmen's Rights Certificates.

15.—SENIORITY

1. The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

2. When applying the "first on last off" principle it is agreed subject to the caveat of "all things being equal", it is intended to apply on a state basis rather than a site by site basis.

3. It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 6—Dispute Settlement Procedure.

16.—SICK LEAVE

For sick leave accrued after the date of signing this agreement the following will apply—

(a) The Company's employees shall have the option of converting 50% of accrued sick leave entitlement to a cash payment on termination on the St John of God Hospital site. On future projects the employees shall have the option of converting 100% of accrued sick leave entitlement to a cash payment on termination.

(b) If an employee who has been terminated by the Company without exercising the above option is re-engaged within a period of six months, the unpaid balance of sick leave shall continue from the date of re-engagement.

17.—PYRAMID SUB-CONTRACTING

1. "Pyramid Sub-Contracting" is defined as the practice of a sub-contractor, to whom a sub-contract is originally awarded, sub-letting that contract or part thereof to another sub-contractor.

2. Provided that where a sub-contractor does not have the technical capacity to handle a specialist section of the contract and intends to engage a specialist sub-contractor to perform that work, that section may be re-let to a specialist sub-contractor.

3. Further provided that when a sub-contract is let for labour and material, a labour-only sub-contract may be let by the sub-contractor, but it is unacceptable as a principle for further labour-only sub-contracts to be re-let.

4. A bona fide sub-contractor is generally an employer of labour, save for a machine owner operator.

5. Where a disagreement arises in relation to the definition or application of the term "Pyramid Sub-Contracting" the parties shall discuss and determine the issue in accordance with the agreement dispute resolution procedure. In any event of a disagreement, the matter shall be negotiated further between the parties or referred to the Western Australian Industrial Relations Commission. Whilst these procedures are undertaken no industrial action shall occur.

18.—FARES AND TRAVELLING

In addition to Clause 12A of the award a travel payment shall be made in the form of a daily payment (on days worked) of \$6.15 per day per employee.

19.—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

The parties are committed to the Drug and Alcohol, Safety and Rehabilitation program as outlined in Appendix B—Drug and Alcohol, Safety and Rehabilitation Program.

20.—INCOME PROTECTION

The Company agrees to insure employees covered by this Agreement for injury and sickness. The scheme is to be negotiated through the ACTU Insurance Broking Pty Limited (ACN. 069 795 875).

21.—NO EXTRA CLAIMS

The Union will make no further claims on the Company over conditions set out in this Agreement for the life of the Agreement.

Signed for and on behalf of—

The Unions: **BLPPU** Signed **Common Seal**
Date: 16/12/97

Signed

WITNESS

CMETU Signed **Common Seal**
Date: 16/12/97

Signed

WITNESS

The Company **Common Seal** Signed
Company Seal Date: 9/12/97

Natalia I Palmiotii
3 Nym Pl, Spearwood
Computer Operator

PRINT NAME

Signed

WITNESS

APPENDIX A—WAGE RATES

| | Date of Signing | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|-----------------------|-----------------|-----------------|---------------|-----------------|---------------|
| | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ | \$ | \$ |
| Labourer Group 1 | 15.56 | 16.01 | 16.47 | 16.92 | 17.15 |
| Labourer Group 2 | 15.03 | 15.47 | 15.90 | 16.34 | 16.56 |
| Labourer Group 3 | 14.63 | 15.05 | 15.48 | 15.90 | 16.12 |
| Plaster, Fixer | 16.17 | 16.64 | 17.11 | 17.58 | 17.82 |
| Painter, Glazier | 15.81 | 16.27 | 16.73 | 17.19 | 17.42 |
| Signwriter | 16.15 | 16.62 | 17.09 | 17.56 | 17.80 |
| Carpenter | 16.27 | 16.75 | 17.22 | 17.70 | 17.93 |
| Bricklayer | 16.11 | 16.58 | 17.05 | 17.52 | 17.75 |
| Refractory Bricklayer | 18.50 | 19.04 | 19.58 | 20.12 | 20.38 |
| Stonemason | 16.27 | 16.75 | 17.22 | 17.70 | 17.93 |
| Rooftiler | 15.99 | 16.45 | 16.92 | 17.38 | 17.62 |
| Marker/Setter Out | 16.75 | 17.24 | 17.72 | 18.21 | 18.46 |
| Special Class T | 16.96 | 17.46 | 17.95 | 18.45 | 18.69 |

APPRENTICE RATES

| | Date of Signing | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|---------------------|-----------------|-----------------|---------------|-----------------|---------------|
| | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ | \$ | \$ |
| Plasterer, Fixer | | | | | |
| Yr 1 | 6.79 | 6.99 | 7.18 | 7.38 | 7.48 |
| Yr 2 (1/3) | 8.90 | 9.16 | 9.42 | 9.68 | 9.81 |
| Yr 3 (2/3) | 12.13 | 12.49 | 12.84 | 13.19 | 13.37 |
| Yr 4 (3/3) | 14.23 | 14.65 | 15.06 | 15.48 | 15.69 |
| Painter, Glazier | | | | | |
| Yr 1 (.5/3.5) | 6.64 | 6.84 | 7.03 | 7.22 | 7.32 |
| Yr 2 (1/3, 1.5/3.5) | 8.70 | 8.95 | 9.20 | 9.45 | 9.58 |
| Yr 3 (2/3, 2.5/3.5) | 11.86 | 12.20 | 12.55 | 12.89 | 13.06 |
| Yr 4 (3/3, 3.5/3.5) | 13.92 | 14.32 | 14.73 | 15.13 | 15.33 |
| Signwriter | | | | | |
| Yr 1 (.5/3.5) | 6.79 | 6.99 | 7.18 | 7.38 | 7.48 |
| Yr 2 (1/3, 1.5/3.5) | 8.88 | 9.14 | 9.40 | 9.65 | 9.78 |
| Yr 3 (2/3, 2.5/3.5) | 12.11 | 12.47 | 12.82 | 13.17 | 13.35 |
| Yr 4 (3/3, 3.5/3.5) | 14.21 | 14.63 | 15.04 | 15.46 | 15.66 |
| Carpenter | | | | | |
| Yr 1 | 6.84 | 7.04 | 7.24 | 7.44 | 7.54 |
| Yr 2 (1/3) | 8.95 | 9.21 | 9.47 | 9.73 | 9.86 |
| Yr 3 (2/3) | 12.21 | 12.56 | 12.92 | 13.27 | 13.45 |
| Yr 4 (3/3) | 14.32 | 14.73 | 15.15 | 15.57 | 15.78 |
| Bricklayer | | | | | |
| Yr 1 | 6.77 | 6.96 | 7.16 | 7.36 | 7.46 |
| Yr 2 (1/3) | 8.86 | 9.12 | 9.37 | 9.63 | 9.76 |
| Yr 3 (2/3) | 12.08 | 12.43 | 12.79 | 13.14 | 13.31 |
| Yr 4 (3/3) | 14.17 | 14.59 | 15.00 | 15.41 | 15.62 |
| Stonemason | | | | | |
| Yr 1 | 6.84 | 7.04 | 7.24 | 7.44 | 7.54 |
| Yr 2 (1/3) | 8.95 | 9.21 | 9.47 | 9.73 | 9.86 |
| Yr 3 (2/3) | 12.21 | 12.56 | 12.92 | 13.27 | 13.45 |
| Yr 4 (3/3) | 14.32 | 14.73 | 15.15 | 15.57 | 15.78 |
| Rooftiler | | | | | |
| 6 months | 9.12 | 9.38 | 9.65 | 9.91 | 10.04 |
| 2nd 6 months | 10.02 | 10.31 | 10.61 | 10.90 | 11.04 |
| Yr 2 | 11.71 | 12.05 | 12.39 | 12.73 | 12.90 |
| Yr 3 | 13.74 | 14.14 | 14.54 | 14.94 | 15.14 |

APPENDIX B—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

1. PRINCIPLE

People dangerously affected by alcohol, and/or drugs are a safety hazard to themselves and all other persons in the workplace.

2. FOCUS

- Site safety and the involvement of the site safety committee
- Peer intervention and support
- Rehabilitation

3. WORKPLACE POLICY

- a) A person who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.
- b) The decision on a person's ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/employer representatives.
- c) There will be no payment of lost time to a person unable to work in a safe manner.
- d) If this happens 3 times the worker shall be given a written warning and made aware of the availability

of treatment/counselling. If the worker refuses help he/she may be transferred/dismissed the next time he/she is dangerously affected.

- e) For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.
- f) A worker having problems with alcohol and or other drugs—
 - Will not be sacked if he/she is willing to get help.
 - Must undertake and continue with the recommended treatment to maintain the protection of this program.
 - Will be entitled to sick leave or leave without pay while attending treatment.

4. IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will—

- a) Clearly state its endorsement of the BTG Drug and Alcohol program and comply with it.
- b) Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Program to address a meeting of employees to discuss and endorse the program.
- c) Authorise the attendance of appropriate company personnel eg. Safety delegate/officer, safety committee members, union delegate, consultative committee members(s) at the two hour BTG Drug and Safety in the Workplace training course.

APPENDIX C—SITE ALLOWANCE

1. This agreement is between the parties to this agreement and shall apply to construction work undertaken by principal contractors who are engaged in the commercial/industrial sector of the building industry in the state of Western Australia within a 50km radius of the Perth General Post Office.

2. This agreement provides for a site allowance to be paid to employees engaged on particular building projects, and for such site allowance to be paid in addition to the wage rates and allowances prescribed by the award as well as any industrial or certified agreements made in conjunction with the award which does not prescribe a site allowance.

3. The site allowance payable under this agreement is to be paid at a flat rate per hour for all hours worked to compensate for all special factors/disabilities on the project and in lieu of all award special rates, with the exception of rates relating to the lifting of heavy blocks, cleaning down brickwork and the use of explosive powered tools which will be payable to an employee when he/she encounters that particular disability.

4. Site Allowance Formula

At the commencement of a project the particular site allowance to apply shall be determined in accordance with the following formula—

4.1 Projects Located Within Perth C.B.D. (as defined)

New Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.80 |
| Above \$2.1m to \$4.4m | \$2.15 |
| Over \$4.4m | \$2.75 |

Renovations, Restorations and/or Refurbishment Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.60 |
| Above \$2.1m to \$4.4m | \$1.80 |
| Over \$4.4m | \$2.35 |

4.2 Projects Located Within West Perth (as defined)

New Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.60 |
| Above \$2.1m to \$4.4m | \$1.80 |
| Over \$4.4m | \$2.35 |

Renovations, Restorations and/or Refurbishment Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.50 |
| Above \$2.1m to \$4.4m | \$1.70 |
| Over \$4.4m | \$1.95 |

The site allowance on projects which are a combination of new and renovation work shall be governed by the majority of work involved. For example, where the majority of work is new work, then the site allowance appropriate to new work shall be paid for all employees on the project.

4.3 Projects within 50 km radius of Perth G.P.O.

but not including the C.B.D. or West Perth (as defined)

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$1m | NIL |
| Above \$1m to \$2.1m | \$1.20 |
| Above \$2.1m to \$5.8m | \$1.50 |
| Above \$5.8m to \$11.6m | \$1.75 |
| Above \$11.6m to \$23.6m | \$1.95 |
| Above \$23.6m to \$58.6m | \$2.25 |
| Over \$58.6m | \$2.45 |

“C.B.D.”—Central Business District shall mean the area bounded by the Swan River South, Swan River East to Nile Street running into Wittenoom Street, Hill Street to Royal Street, Royal Street to Lord Street, Lord Street to Newcastle Street, along Newcastle Street to the Freeway, the Freeway South to the Perth Fremantle railway line, along the Perth-Fremantle railway line to Dyer Street, Dyer Street through to Havelock Street, Havelock Street to Kings Park Road, Kings Park Road to Fraser Avenue, Fraser Avenue projected through to the Swan River.

“West Perth”—shall mean the area contained within the boundaries formed by Thomas Street, Kings Park Road, Havelock Street, Dyer Street and the Perth-Fremantle railway line back to Thomas Street.

Boundary roads: If a road borders between two regions in which site allowances are to be paid as per this agreement, the parties confirm that one side of such a boundary road will be deemed to fall in one region and the other side of the boundary road will be deemed to fall in the other region. For example, the eastern side of Havelock Street will be in the “CBD” and the western side of Havelock Street shall be in “West Perth”.

“Project Contractual Value”—shall be deemed to mean the value of all tendered work which falls under the scope of the principal contractor’s contract.

5. The site/project allowance and project contractual value detailed in this agreement shall be adjusted on 1 October each year by the total C.P.I. movements for Perth during the preceding four quarters ending 30 June and accordingly, the site allowance amounts shall be adjusted up or down to the nearest five cents.

6. Project contractual values shall be subject to review at any renewal of this agreement, but in any event shall not be adjusted by a percentage less than the total CPI movements for Perth during the preceding four quarters ending 30 June. Such adjustment being to the nearest \$10,000.

7. The agreed site allowance once set pursuant to this agreement shall be recorded in a site agreement to which the applicable principal contractor and the Union will be signatories. The level of allowance once nominated at the commencement of the project will continue without change until completion of the project.

8. It is acknowledged that on certain projects a site agreement may be entered into between the principal contractor and the building trades group of unions for that project that may include matters regularly addressed within the industry, such as, but not limited to, the following—

- Disputes Procedures
- Occupational Health and Safety Procedures
- Demarcation Procedures
- First Aid Provisions and On-Site Amenities

and the unions will not unreasonably refuse to continue to discuss such matters if raised by the principal contractor.

9. This agreement does not apply to resource development projects or civil and engineering projects.

10. Where a dispute arises as to the application of the terms of this agreement, if the issue cannot be resolved in discussions between the parties, it is agreed that the matter will be referred to the appropriate industrial tribunal for resolution without recourse to industrial action.

11. It is a term of this agreement that all site allowance agreements entered into prior to this date will be honoured by all parties and will continue to apply for the life of the particular project.

12. Where because of a condition of contract the principal contractor is required not to allow for a site allowance, before final application of this agreement, discussions will be held between the parties with a view to resolving any problems that may arise as a result of this situation.

13. This agreement shall only apply to building contracts entered into on or after 1 October, 1995.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Western Australian Builders' Labourers, Painters and Plasterers Union of Workers and the Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch

and

Advert Bricklaying Contractors.

No. AG 368 of 1997.

Advert Bricklaying Industrial Agreement.

COMMISSIONER P E SCOTT.

26 February 1998.

Order.

HAVING heard Ms J Harrison on behalf of the Applicants and there being no appearance on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Advert Bricklaying Industrial Agreement in the terms of the following schedule be registered on the 29th day of January 1998.

[L.S.] (Sgd.) P.E. SCOTT,
Commissioner.

WAGE AGREEMENT

Schedule.

1.—TITLE

This Agreement will be known as the Advert Bricklaying Industrial Agreement.

2.—ARRANGEMENT

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 20. No Extra Claims
- Appendix A—Wage Rates
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3.—AREA AND PARTIES BOUND

This is an Agreement between The Western Australian Builder's Labourers, Painters, & Plasterers Union of Workers and the Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch (hereinafter referred to as the "Unions") and Advert Bricklaying Contractors (hereinafter referred to as the "Company") in the State of Western Australia.

4.—APPLICATION

This Agreement shall be binding upon the Company, the Unions, its officers and members, and any person eligible to be members of the Unions employed by the Company on work covered by the terms of the Building Trades (Construction) Award 1987, No. 14 of 1978 (the "Award"). There are approximately 4 employees covered by this agreement.

5.—DURATION

This Agreement shall commence from the first pay period on or after the date of signing and shall continue in effect until 31 October 1999.

The parties agree to commence discussion on the terms and conditions of any future agreement three calendar months prior to the expiration of this Agreement.

6.—DISPUTE SETTLEMENT PROCEDURE

In relation to any questions, disputes or difficulties arising out of the operation of this Agreement the dispute settlement procedure that shall apply shall be in the same terms as that outlined in Clause 46 Settlement of Disputes of the Award.

7.—SINGLE ENTERPRISE

It is agreed that this Agreement applies in respect of a single enterprise as defined in Clause 41A(2) of the WA Industrial Relations Act 1979, as amended (the "Act").

8.—RELATIONSHIP WITH AWARDS

This Agreement shall be read wholly in conjunction with the Award. Where this Agreement is silent on rates of pay and other matters pertaining to the employment relationship, the Award shall apply. Where there is conflict between the rates of pay, conditions, allowances and other matters in this Agreement and the Awards the higher rate shall apply.

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It is agreed that in the event of the Unions and the Company agreeing on the terms of a comprehensive enterprise agreement, this Agreement may be terminated in accordance with the requirements of the Act.

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This Agreement provides for increases in the hourly rate and allowances resulting in the wage rates in the Appendix A—Wage Rates.

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1. Redundancy

It is a term of this Agreement that the Company will immediately increase its payments to \$45 per week per employee into the Western Australian Construction Industry Redundancy Fund and then will increase this to \$50 per week per employee on 1 August 1998.

2. Superannuation

The Company will immediately increase its level of payment into the Construction + Building Unions Superannuation Scheme to \$60 per week per employee as of 1 August 1997.

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The Company agrees to maintain a ratio of no more than four tradespeople to one apprentice employed.

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1. The following items will be supplied to each employee by the Company, upon the completion of five working days.

- (a) 1 pair safety boots, and will be replaced on a fair wear and tear basis.
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- (c) 1 bluey jacket for each employee employed during the period 1 April to 31 October. (One issued per year)

2. The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

14.—TRAINING ALLOWANCE, TRAINING LEAVE, RECOGNITION OF PRIOR LEARNING

1. A training allowance of \$12.00 per week per worker shall be paid by the employer to the Union Education and Training Fund.

2. Subject to all qualifications in this clause, an employee shall, upon application in writing to and with approval of the employer, be granted leave with pay each calendar year pro-rata to attend courses conducted or approved by the NBCITC. The employers approval shall not be unreasonably withheld.

The application for leave shall be given to the employer at least two weeks in advance of the date of commencement of the course.

The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave where an employee is otherwise entitled.

An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than—

- course fees
- course books and materials
- payment of ordinary time earnings for such absence.

For the purpose of this clause ordinary time earnings shall be defined as the agreement classification rate.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

3. The employer will actively encourage employees to seek formal recognition of their skills (recognition of prior learning), and will allow leave as per (2) above for such purposes including but not limited to securing Tradesmen's Rights Certificates.

15.—SENIORITY

1. The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

2. When applying the "first on last off" principle it is agreed subject to the caveat of "all things being equal", it is intended to apply on a state basis rather than a site by site basis.

3. It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 6—Dispute Settlement Procedure.

4. An employee who has been retrenched by the Company shall have absolute preference and priority for re-employment/re-engagement by the Company. Where an employee is re-engaged within a period of six months the employee shall maintain continuity of service and all accrued entitlements with the Company.

16.—SICK LEAVE

For sick leave accrued after the date of signing this agreement the following will apply—

- (a) The Company's employees shall have the option of converting 100% of accrued sick leave entitlement to a cash payment on termination.

- (b) If an employee who has been terminated by the Company without exercising the above option is re-engaged within a period of six months, the unpaid balance of sick leave shall continue from the date of re-engagement.

17.—PYRAMID SUB-CONTRACTING

1 "Pyramid Sub-Contracting" is defined as the practice of a sub-contractor, to whom a sub-contract is originally awarded, sub-letting that contract or part thereof to another sub-contractor.

2. Provided that where a sub-contractor does not have the technical capacity to handle a specialist section of the contract and intends to engage a specialist sub-contractor to perform that work, that section may be re-let to a specialist sub-contractor.

3. Further provided that when a sub-contract is let for labour and material, a labour-only sub-contract may be let by the sub-contractor, but it is unacceptable as a principle for further labour-only sub-contracts to be re-let.

4. A bona fide sub-contractor is generally an employer of labour, save for a machine owner operator.

5. Where a disagreement arises in relation to the definition or application of the term "Pyramid Sub-Contracting" the parties shall discuss and determine the issue in accordance with the agreement dispute resolution procedure. In any event of a disagreement, the matter shall be negotiated further between the parties or referred to the Western Australian Industrial Relations Commission. Whilst these procedures are undertaken no industrial action shall occur.

18.—FARES AND TRAVELLING

In addition to Clause 12A of the award a travel payment shall be made in the form of a daily payment (on days worked) of \$6.15 per day per employee.

19.—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

The parties are committed to the Drug and Alcohol, Safety and Rehabilitation program as outlined in Appendix B—Drug and Alcohol, Safety and Rehabilitation Program.

20.—NO EXTRA CLAIMS

The Union will make no further claims on the Company over conditions set out in this Agreement for the life of the Agreement. However the Union reserves the right to raise the unforeseen matters. The Company agrees to insure the employees for sickness and accident cover. The terms of the policy will be agreed to between the Company and the Union.

Signed for and on behalf of—

The Unions: **BLPPU** Signed Common Seal
Date: 16/12/97

Signed
WITNESS

CMETU Signed Common Seal
Date: 12/12/97

Signed
WITNESS

The Company **Common Seal** Signed
Date: 26/11/97

John Blackburn
PRINT NAME

Signed
WITNESS

APPENDIX A—WAGE RATES

| | Date of Signing | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|------------------|-----------------|-----------------|---------------|-----------------|---------------|
| | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ | \$ | \$ |
| Labourer Group 1 | 15.56 | 16.01 | 16.47 | 16.92 | 17.15 |
| Labourer Group 2 | 15.03 | 15.47 | 15.90 | 16.34 | 16.56 |
| Labourer Group 3 | 14.63 | 15.05 | 15.48 | 15.90 | 16.12 |
| Plaster, Fixer | 16.17 | 16.64 | 17.11 | 17.58 | 17.82 |
| Painter, Glazier | 15.81 | 16.27 | 16.73 | 17.19 | 17.42 |
| Signwriter | 16.15 | 16.62 | 17.09 | 17.56 | 17.80 |
| Carpenter | 16.27 | 16.75 | 17.22 | 17.70 | 17.93 |
| Bricklayer | 16.11 | 16.58 | 17.05 | 17.52 | 17.75 |

| Date of Signing | 1 February 1998 | 1 August 1998 | 1 February 1998 | 1 August 1999 | 1999 |
|-----------------------|-----------------|----------------|-----------------|----------------|----------------|
| | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ |
| Refractory Bricklayer | 18.50 | 19.04 | 19.58 | 20.12 | 20.38 |
| Stonemason | 16.27 | 16.75 | 17.22 | 17.70 | 17.93 |
| Rooftiler | 15.99 | 16.45 | 16.92 | 17.38 | 17.62 |
| Marker/Setter Out | 16.75 | 17.24 | 17.72 | 18.21 | 18.46 |
| Special Class T | 16.96 | 17.46 | 17.95 | 18.45 | 18.69 |

APPRENTICE RATES

| Date of Signing | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 | Hourly Rate \$ |
|-------------------------|-----------------|----------------|-----------------|----------------|----------------|
| | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ |
| Plasterer, Fixer | | | | | |
| Yr 1 | 6.79 | 6.99 | 7.18 | 7.38 | 7.48 |
| Yr 2 (1/3) | 8.90 | 9.16 | 9.42 | 9.68 | 9.81 |
| Yr 3 (2/3) | 12.13 | 12.49 | 12.84 | 13.19 | 13.37 |
| Yr 4 (3/3) | 14.23 | 14.65 | 15.06 | 15.48 | 15.69 |
| Painter, Glazier | | | | | |
| Yr 1 (.5/3.5) | 6.64 | 6.84 | 7.03 | 7.22 | 7.32 |
| Yr 2 (1/3, 1.5/3.5) | 8.70 | 8.95 | 9.20 | 9.45 | 9.58 |
| Yr 3 (2/3, 2.5/3.5) | 11.86 | 12.20 | 12.55 | 12.89 | 13.06 |
| Yr 4 (3/3, 3.5/3.5) | 13.92 | 14.32 | 14.73 | 15.13 | 15.33 |
| Signwriter | | | | | |
| Yr 1 (.5/3.5) | 6.79 | 6.99 | 7.18 | 7.38 | 7.48 |
| Yr 2 (1/3, 1.5/3.5) | 8.88 | 9.14 | 9.40 | 9.65 | 9.78 |
| Yr 3 (2/3, 2.5/3.5) | 12.11 | 12.47 | 12.82 | 13.17 | 13.35 |
| Yr 4 (3/3, 3.5/3.5) | 14.21 | 14.63 | 15.04 | 15.46 | 15.66 |
| Carpenter | | | | | |
| Yr 1 | 6.84 | 7.04 | 7.24 | 7.44 | 7.54 |
| Yr 2 (1/3) | 8.95 | 9.21 | 9.47 | 9.73 | 9.86 |
| Yr 3 (2/3) | 12.21 | 12.56 | 12.92 | 13.27 | 13.45 |
| Yr 4 (3/3) | 14.32 | 14.73 | 15.15 | 15.57 | 15.78 |
| Bricklayer | | | | | |
| Yr 1 | 6.77 | 6.96 | 7.16 | 7.36 | 7.46 |
| Yr 2 (1/3) | 8.86 | 9.12 | 9.37 | 9.63 | 9.76 |
| Yr 3 (2/3) | 12.08 | 12.43 | 12.79 | 13.14 | 13.31 |
| Yr 4 (3/3) | 14.17 | 14.59 | 15.00 | 15.41 | 15.62 |
| Stonemason | | | | | |
| Yr 1 | 6.84 | 7.04 | 7.24 | 7.44 | 7.54 |
| Yr 2 (1/3) | 8.95 | 9.21 | 9.47 | 9.73 | 9.86 |
| Yr 3 (2/3) | 12.21 | 12.56 | 12.92 | 13.27 | 13.45 |
| Yr 4 (3/3) | 14.32 | 14.73 | 15.15 | 15.57 | 15.78 |
| Rooftiler | | | | | |
| 6 months | 9.12 | 9.38 | 9.65 | 9.91 | 10.04 |
| 2nd 6 months | 10.02 | 10.31 | 10.61 | 10.90 | 11.04 |
| Yr 2 | 11.71 | 12.05 | 12.39 | 12.73 | 12.90 |
| Yr 3 | 13.74 | 14.14 | 14.54 | 14.94 | 15.14 |

APPENDIX B—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

1. PRINCIPLE

People dangerously affected by alcohol, and/or drugs are a safety hazard to themselves and all other persons in the workplace.

2. FOCUS

- Site safety and the involvement of the site safety committee
- Peer intervention and support
- Rehabilitation

3. WORKPLACE POLICY

- A person who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.
- The decision on a persons ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/employer representatives.
- There will be no payment of lost time to a person unable to work in a safe manner.
- If this happens 3 times the worker shall be given a written warning and made aware of the availability of treatment/counselling. If the worker refuses help he/she may be transferred/dismissed the next time he/she is dangerously affected.
- For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.

f) A worker having problems with alcohol and or other drugs—

- Will not be sacked if he/she is willing to get help.
- Must undertake and continue with the recommended treatment to maintain the protection of this program.
- Will be entitled to sick leave or leave without pay while attending treatment.

4. IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will—

- Clearly state its endorsement of the BTG Drug and Alcohol program and comply with it.
- Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Program to address a meeting of employees to discuss and endorse the program.
- Authorise the attendance of appropriate company personnel eg. Safety delegate/officer, safety committee members, union delegate, consultative committee members(s) at the two hour BTG Drug and Safety in the Workplace training course.

APPENDIX C—SITE ALLOWANCE

1. This agreement is between the parties to this agreement and shall apply to construction work undertaken by principal contractors who are engaged in the commercial/industrial sector of the building industry in the state of Western Australia within a 50km radius of the Perth General Post Office.

2. This agreement provides for a site allowance to be paid to employees engaged on particular building projects, and for such site allowance to be paid in addition to the wage rates and allowances prescribed by the award as well as any industrial or certified agreements made in conjunction with the award which does not prescribe a site allowance.

3. The site allowance payable under this agreement is to be paid at a flat rate per hour for all hours worked to compensate for all special factors/disabilities on the project and in lieu of all award special rates, with the exception of rates relating to the lifting of heavy blocks, cleaning down brickwork and the use of explosive powered tools which will be payable to an employee when he/she encounters that particular disability.

4. Site Allowance Formula

At the commencement of a project the particular site allowance to apply shall be determined in accordance with the following formula—

4.1 Projects Located Within Perth C.B.D. (as defined)

New Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.80 |
| Above \$2.1m to \$4.4m | \$2.15 |
| Over \$4.4m | \$2.75 |

Renovations, Restorations and/or Refurbishment Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.60 |
| Above \$2.1m to \$4.4m | \$1.80 |
| Over \$4.4m | \$2.35 |

4.2 Projects Located Within West Perth (as defined)

New Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.60 |
| Above \$2.1m to \$4.4m | \$1.80 |
| Over \$4.4m | \$2.35 |

Renovations, Restorations and/or Refurbishment Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.50 |
| Above \$2.1m to \$4.4m | \$1.70 |
| Over \$4.4m | \$1.95 |

The site allowance on projects which are a combination of new and renovation work shall be governed by the majority of work involved. For example, where the majority of work is new work, then the site allowance appropriate to new work shall be paid for all employees on the project.

- 4.3 Projects within 50 km radius of Perth G.P.O. but not including the C.B.D. or West Perth (as defined)

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$1m | NIL |
| Above \$1m to \$2.1m | \$1.20 |
| Above \$2.1m to 5.8m | \$1.50 |
| Above \$5.8m to \$11.6m | \$1.75 |
| Above \$11.6m to \$23.6m | \$1.95 |
| Above \$23.6m to \$58.6m | \$2.25 |
| Over \$58.6m | \$2.45 |

“C.B.D.”—Central Business District shall mean the area bounded by the Swan River South, Swan River East to Nile Street running into Wittenoom Street, Hill Street to Royal Street, Royal Street to Lord Street, Lord Street to Newcastle Street, along Newcastle Street to the Freeway, the Freeway South to the Perth Fremantle railway line, along the Perth-Fremantle railway line to Dyer Street, Dyer Street through to Havelock Street, Havelock Street to Kings Park Road, Kings Park Road to Fraser Avenue, Fraser Avenue projected through to the Swan River.

“West Perth”—shall mean the area contained within the boundaries formed by Thomas Street, Kings Park Road, Havelock Street, Dyer Street and the Perth-Fremantle railway line back to Thomas Street.

Boundary roads: If a road borders between two regions in which site allowances are to be paid as per this agreement, the parties confirm that one side of such a boundary road will be deemed to fall in one region and the other side of the boundary road will be deemed to fall in the other region. For example, the eastern side of Havelock Street will be in the “CBD” and the western side of Havelock Street shall be in “West Perth”.

“Project Contractual Value”—shall be deemed to mean the value of all tendered work which falls under the scope of the principal contractor’s contract.

5. The site/project allowance and project contractual value detailed in this agreement shall be adjusted on 1 October each year by the total C.P.I. movements for Perth during the preceding four quarters ending 30 June and accordingly, the site allowance amounts shall be adjusted up or down to the nearest five cents.

6. Project contractual values shall be subject to review at any renewal of this agreement, but in any event shall not be adjusted by a percentage less than the total CPI movements for Perth during the preceding four quarters ending 30 June. Such adjustment being to the nearest \$10,000.

7. The agreed site allowance once set pursuant to this agreement shall be recorded in a site agreement to which the applicable principal contractor and the Union will be signatories. The level of allowance once nominated at the commencement of the project will continue without change until completion of the project.

8. It is acknowledged that on certain projects a site agreement may be entered into between the principal contractor and the building trades group of unions for that project that may include matters regularly addressed within the industry, such as, but not limited to, the following—

- Disputes Procedures
- Occupational Health and Safety Procedures
- Demarcation Procedures
- First Aid Provisions and On-Site Amenities

and the unions will not unreasonably refuse to continue to discuss such matters if raised by the principal contractor.

9. This agreement does not apply to resource development projects or civil and engineering projects.

10. Where a dispute arises as to the application of the terms of this agreement, if the issue cannot be resolved in discussions between the parties, it is agreed that the matter will be

referred to the appropriate industrial tribunal for resolution without recourse to industrial action.

11. It is a term of this agreement that all site allowance agreements entered into prior to this date will be honoured by all parties and will continue to apply for the life of the particular project.

12. Where because of a condition of contract the principal contractor is required not to allow for a site allowance, before final application of this agreement, discussions will be held between the parties with a view to resolving any problems that may arise as a result of this situation.

13. This agreement shall only apply to building contracts entered into on or after 1 October, 1995.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Western Australian Builders’ Labourers, Painters and Plasterers Union of Workers and the Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch

and

Accent Nominees Pty Ltd.

No. AG 369 of 1997.

Accent Nominees Pty Ltd Industrial Agreement.

COMMISSIONER P E SCOTT.

26 February 1998.

Order.

HAVING heard Ms J Harrison on behalf of the Applicants and there being no appearance on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Accent Nominees Pty Ltd Industrial Agreement in the terms of the following schedule be registered on the 29th day of January 1998.

(Sgd.) P. E. SCOTT,
Commissioner.

[L.S.]

WAGE AGREEMENT

Schedule.

1.—TITLE

This Agreement will be known as the Accent Nominees Pty Ltd Industrial Agreement.

2.—ARRANGEMENT

1. Title
 2. Arrangement
 3. Area and Parties Bound
 4. Application
 5. Duration
 6. Dispute Settlement Procedure
 7. Single Enterprise
 8. Relationship with Awards
 9. Enterprise Agreement
 10. Wage Increase
 11. Site Allowance
 12. Industry Standards
 13. Clothing and Footwear
 14. Training Allowance, Training Leave, Recognition of Prior Learning
 15. Seniority
 16. Sick Leave
 17. Pyramid Sub-Contracting
 18. Fares and Travelling
 19. Drug and Alcohol, Safety and Rehabilitation Program
 20. No Extra Claims
- Appendix A—Wage Rates

Appendix B—Drug and Alcohol, Safety and Rehabilitation Program
Appendix C—Site Allowance

3.—AREA AND PARTIES BOUND

This is an Agreement between The Western Australian Builder's Labourers, Painters, & Plasterers Union of Workers and the Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch (hereinafter referred to as the "Unions") and Accent Nominees Pty Ltd (hereinafter referred to as the "Company") in the State of Western Australia.

4.—APPLICATION

This Agreement shall be binding upon the Company, the Unions, its officers and members, and any person eligible to be members of the Unions employed by the Company on work covered by the terms of the Building Trades (Construction) Award 1987, No. 14 of 1978 (the "Award"). There are approximately 4 employees covered by this agreement.

5.—DURATION

This Agreement shall commence from the first pay period on or after the date of signing and shall continue in effect until 31 October 1999.

The parties agree to commence discussion on the terms and conditions of any future agreement three calendar months prior to the expiration of this Agreement.

6.—DISPUTE SETTLEMENT PROCEDURE

In relation to any questions, disputes or difficulties arising out of the operation of this Agreement the dispute settlement procedure that shall apply shall be in the same terms as that outlined in Clause 46 Settlement of Disputes of the Award.

7.—SINGLE ENTERPRISE

It is agreed that this Agreement applies in respect of a single enterprise as defined in Clause 41A(2) of the WA Industrial Relations Act 1979, as amended (the "Act").

8.—RELATIONSHIP WITH AWARDS

This Agreement shall be read wholly in conjunction with the Award. Where this Agreement is silent on rates of pay and other matters pertaining to the employment relationship, the Award shall apply. Where there is conflict between the rates of pay, conditions, allowances and other matters in this Agreement and the Awards the higher rate shall apply.

9.—ENTERPRISE AGREEMENT

It is agreed that in the event of the Unions and the Company agreeing on the terms of a comprehensive enterprise agreement, this Agreement may be terminated in accordance with the requirements of the Act.

10.—WAGE INCREASE

This Agreement provides for increases in the hourly rate and allowances resulting in the wage rates in the Appendix A—Wage Rates.

11.—SITE ALLOWANCE

This Agreement provides for site allowances as per Appendix C—Site Allowance.

12.—INDUSTRY STANDARDS

1. Redundancy

It is a term of this Agreement that the Company will immediately increase its payments to \$45 per week per employee into the Western Australian Construction Industry Redundancy Fund and then will increase this to \$50 per week per employee on 1 August 1998.

2. Superannuation

The Company will immediately increase its level of payment into the Construction + Building Unions Superannuation Scheme to \$60 per week per employee as of 1 August 1997.

3. Apprentice Rates

The Company agrees to maintain a ratio of no more than four tradespeople to one apprentice employed.

13.—CLOTHING AND FOOTWEAR

1. The following items will be supplied to each employee by the Company, upon the completion of five working days.

- (a) 1 pair safety boots, and will be replaced on a fair wear and tear basis.
- (b) 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- (c) 1 bluey jacket for each employee employed during the period 1 April to 31 October. (One issued per year)

2. The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

14.—TRAINING ALLOWANCE, TRAINING LEAVE, RECOGNITION OF PRIOR LEARNING

1. A training allowance of \$12.00 per week per worker shall be paid by the employer to the Union Education and Training Fund.

2. Subject to all qualifications in this clause, an employee shall, upon application in writing to and with approval of the employer, be granted leave with pay each calendar year pro-rata to attend courses conducted or approved by the NBCITC. The employers approval shall not be unreasonably withheld.

The application for leave shall be given to the employer at least two weeks in advance of the date of commencement of the course.

The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave where an employee is otherwise entitled.

An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than—

- course fees
- course books and materials
- payment of ordinary time earnings for such absence.

For the purpose of this clause ordinary time earnings shall be defined as the agreement classification rate.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

3. The employer will actively encourage employees to seek formal recognition of their skills (recognition of prior learning), and will allow leave as per (2) above for such purposes including but not limited to securing Tradesmen's Rights Certificates.

15.—SENIORITY

1. The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

2. When applying the "first on last off" principle it is agreed subject to the caveat of "all things being equal", it is intended to apply on a state basis rather than a site by site basis.

3. It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 6—Dispute Settlement Procedure.

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For sick leave accrued after the date of signing this agreement the following will apply—

- (a) The Company's employees shall have the option of converting 100% of accrued sick leave entitlement to a cash payment on termination.
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2. Provided that where a sub-contractor does not have the technical capacity to handle a specialist section of the contract and intends to engage a specialist sub-contractor to perform that work, that section may be re-let to a specialist sub-contractor.

3. Further provided that when a sub-contract is let for labour and material, a labour-only sub-contract may be let by the sub-contractor, but it is unacceptable as a principle for further labour-only sub-contracts to be re-let.

4. A bona fide sub-contractor is generally an employer of labour, save for a machine owner operator.

5. Where a disagreement arises in relation to the definition or application of the term "Pyramid Sub-Contracting" the parties shall discuss and determine the issue in accordance with the agreement dispute resolution procedure. In any event of a disagreement, the matter shall be negotiated further between the parties or referred to the Western Australian Industrial Relations Commission. Whilst these procedures are undertaken no industrial action shall occur.

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The parties are committed to the Drug and Alcohol, Safety and Rehabilitation program as outlined in Appendix B—Drug and Alcohol, Safety and Rehabilitation Program.

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Signed for and on behalf of—

The Unions: **BLPPU** Signed **Common Seal**
Date: 8/12/97

Signed

WITNESS

CMETU Signed **Common Seal**

Date: 8/12/97

Signed

WITNESS

The Company **Common Seal** Signed
Date: 25/11/97

Vic Pecotic

PRINT NAME

Signed

WITNESS

APPENDIX A—WAGE RATES

| | Date of Signing | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|-----------------------|-----------------|-----------------|---------------|-----------------|---------------|
| | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ | \$ | \$ |
| Labourer Group 1 | 15.56 | 16.01 | 16.47 | 16.92 | 17.15 |
| Labourer Group 2 | 15.03 | 15.47 | 15.90 | 16.34 | 16.56 |
| Labourer Group 3 | 14.63 | 15.05 | 15.48 | 15.90 | 16.12 |
| Plaster, Fixer | 16.17 | 16.64 | 17.11 | 17.58 | 17.82 |
| Painter, Glazier | 15.81 | 16.27 | 16.73 | 17.19 | 17.42 |
| Signwriter | 16.15 | 16.62 | 17.09 | 17.56 | 17.80 |
| Carpenter | 16.27 | 16.75 | 17.22 | 17.70 | 17.93 |
| Bricklayer | 16.11 | 16.58 | 17.05 | 17.52 | 17.75 |
| Refractory Bricklayer | 18.50 | 19.04 | 19.58 | 20.12 | 20.38 |
| Stonemason | 16.27 | 16.75 | 17.22 | 17.70 | 17.93 |
| Rooftiler | 15.99 | 16.45 | 16.92 | 17.38 | 17.62 |
| Marker/Setter Out | 16.75 | 17.24 | 17.72 | 18.21 | 18.46 |
| Special Class T | 16.96 | 17.46 | 17.95 | 18.45 | 18.69 |

APPRENTICE RATES

| | Date of Signing | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|----------------------|-----------------|-----------------|---------------|-----------------|---------------|
| | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ | \$ | \$ |
| Plasterer, Fixer | | | | | |
| Yr 1 | 6.79 | 6.99 | 7.18 | 7.38 | 7.48 |
| Yr 2 (1/3) | 8.90 | 9.16 | 9.42 | 9.68 | 9.81 |
| Yr 3 (2/3) | 12.13 | 12.49 | 12.84 | 13.19 | 13.37 |
| Yr 4 (3/3) | 14.23 | 14.65 | 15.06 | 15.48 | 15.69 |
| Painter, Glazier | | | | | |
| Yr 1 (.5/3/5) | 6.64 | 6.84 | 7.03 | 7.22 | 7.32 |
| Yr 2 (1/3), 1.5/3.5) | 8.70 | 8.95 | 9.20 | 9.45 | 9.58 |
| Yr 3 (2/3), 2.5/3.5) | 11.86 | 12.20 | 12.55 | 12.89 | 13.06 |
| Yr 4 (3/3), 3.5/3.5) | 13.92 | 14.32 | 14.73 | 15.13 | 15.33 |
| Signwriter | | | | | |
| Yr 1 (.5/3.5) | 6.79 | 6.99 | 7.18 | 7.38 | 7.48 |
| Yr 2 (1/3), 1.5/3.5) | 8.88 | 9.14 | 9.40 | 9.65 | 9.78 |
| Yr 3 (2/3), 2.5/3.5) | 12.11 | 12.47 | 12.82 | 13.17 | 13.35 |
| Yr 4 (3/3), 3/5/3.5) | 14.21 | 14.63 | 15.04 | 15.46 | 15.66 |
| Carpenter | | | | | |
| Yr 1 | 6.84 | 7.04 | 7.24 | 7.44 | 7.54 |
| Yr 2 (1/3) | 8.95 | 9.21 | 9.47 | 9.73 | 9.86 |
| Yr 3 (2/3) | 12.21 | 12.56 | 12.92 | 13.27 | 13.45 |
| Yr 4 (3/3) | 14.32 | 14.73 | 15.15 | 15.57 | 15.78 |
| Bricklayer | | | | | |
| Yr 1 | 6.77 | 6.96 | 7.16 | 7.36 | 7.46 |
| Yr 2 (1/3) | 8.86 | 9.12 | 9.37 | 9.63 | 9.76 |
| Yr 3 (2/3) | 12.08 | 12.43 | 12.79 | 13.14 | 13.31 |
| Yr 4 (3/3) | 14.17 | 14.59 | 15.00 | 15.41 | 15.62 |
| Stonemason | | | | | |
| Yr 1 | 6.84 | 7.04 | 7.24 | 7.44 | 7.54 |
| Yr 2 (1/3) | 8.95 | 9.21 | 9.47 | 9.73 | 9.86 |
| Yr 3 (2/3) | 12.21 | 12.56 | 12.92 | 13.27 | 13.45 |
| Yr 4 (3/3) | 14.32 | 14.73 | 15.15 | 15.57 | 15.78 |
| Rooftiler | | | | | |
| 6 months | 9.12 | 9.38 | 9.65 | 9.91 | 10.04 |
| 2nd 6 months | 10.02 | 10.31 | 10.61 | 10.90 | 11.04 |
| Yr 2 | 11.71 | 12.05 | 12.39 | 12.73 | 12.90 |
| Yr 3 | 13.74 | 14.14 | 14.54 | 14.94 | 15.14 |

APPENDIX B—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

1. PRINCIPLE

People dangerously affected by alcohol, and/or drugs are a safety hazard to themselves and all other persons in the workplace.

2. FOCUS

- Site safety and the involvement of the site safety committee
- Peer intervention and support
- Rehabilitation

3. WORKPLACE POLICY

- A person who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.
- The decision on a persons ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/employer representatives.
- There will be no payment of lost time to a person unable to work in a safe manner.
- If this happens 3 times the worker shall be given a written warning and made aware of the availability of treatment/counselling. If the worker refuses help he/she may be transferred/dismissed the next time he/she is dangerously affected.
- For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.
- A worker having problems with alcohol and or other drugs—

- Will not be sacked if he/she is willing to get help.
- Must undertake and continue with the recommended treatment to maintain the protection of this program.
- Will be entitled to sick leave or leave without pay while attending treatment.

4. IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will—

- a) Clearly state its endorsement of the BTG Drug and Alcohol program and comply with it.
- b) Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Program to address a meeting of employees to discuss and endorse the program.
- c) Authorise the attendance of appropriate company personnel eg. Safety delegate/officer, safety committee members, union delegate, consultative committee members(s) at the two hour BTG Drug and Safety in the Workplace training course.

APPENDIX C—SITE ALLOWANCE

1. This agreement is between the parties to this agreement and shall apply to construction work undertaken by principal contractors who are engaged in the commercial/industrial sector of the building industry in the state of Western Australia within a 50km radius of the Perth General Post Office.

2. This agreement provides for a site allowance to be paid to employees engaged on particular building projects, and for such site allowance to be paid in addition to the wage rates and allowances prescribed by the award as well as any industrial or certified agreements made in conjunction with the award which does not prescribe a site allowance.

3. The site allowance payable under this agreement is to be paid at a flat rate per hour for all hours worked to compensate for all special factors/disabilities on the project and in lieu of all award special rates, with the exception of rates relating to the lifting of heavy blocks, cleaning down brickwork and the use of explosive powered tools which will be payable to an employee when he/she encounters that particular disability.

4. Site Allowance Formula

At the commencement of a project the particular site allowance to apply shall be determined in accordance with the following formula—

4.1 Projects Located Within Perth C.B.D. (as defined)

New Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.80 |
| Above \$2.1m to \$4.4m | \$2.15 |
| Over \$4.4m | \$2.75 |

Renovations, Restorations and/or Refurbishment Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.60 |
| Above \$2.1m to \$4.4m | \$1.80 |
| Over \$4.4m | \$2.35 |

4.2 Projects Located Within West Perth (as defined)

New Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.60 |
| Above \$2.1m to \$4.4m | \$1.80 |
| Over \$4.4m | \$2.35 |

Renovations, Restorations and/or Refurbishment Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.50 |
| Above \$2.1m to \$4.4m | \$1.70 |
| Over \$4.4m | \$1.95 |

The site allowance on projects which are a combination of new and renovation work shall be governed by the majority of work involved. For example, where the majority of work is new work, then the site allowance appropriate to new work shall be paid for all employees on the project.

4.3 Projects within 50 km radius of Perth G.P.O. but not including the C.B.D. or West Perth (as defined)

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$1m | NIL |
| Above \$1m to \$2.1m | \$1.20 |
| Above \$2.1m to \$5.8m | \$1.50 |
| Above \$5.8m to \$11.6m | \$1.75 |
| Above \$11.6m to \$23.6m | \$1.95 |
| Above \$23.6m to \$58.6m | \$2.25 |
| Over \$58.6m | \$2.45 |

“C.B.D.”—Central Business District shall mean the area bounded by the Swan River South, Swan River East to Nile Street running into Wittenoom Street, Hill Street to Royal Street, Royal Street to Lord Street, Lord Street to Newcastle Street, along Newcastle Street to the Freeway, the Freeway South to the Perth Fremantle railway line, along the Perth-Fremantle railway line to Dyer Street, Dyer Street through to Havelock Street, Havelock Street to Kings Park Road, Kings Park Road to Fraser Avenue, Fraser Avenue projected through to the Swan River.

“West Perth”—shall mean the area contained within the boundaries formed by Thomas Street, Kings Park Road, Havelock Street, Dyer Street and the Perth-Fremantle railway line back to Thomas Street.

Boundary roads: If a road borders between two regions in which site allowances are to be paid as per this agreement, the parties confirm that one side of such a boundary road will be deemed to fall in one region and the other side of the boundary road will be deemed to fall in the other region. For example, the eastern side of Havelock Street will be in the “CBD” and the western side of Havelock Street shall be in “West Perth”.

“Project Contractual Value”—shall be deemed to mean the value of all tendered work which falls under the scope of the principal contractor’s contract.

5. The site/project allowance and project contractual value detailed in this agreement shall be adjusted on 1 October each year by the total C.P.I. movements for Perth during the preceding four quarters ending 30 June and accordingly, the site allowance amounts shall be adjusted up or down to the nearest five cents.

6. Project contractual values shall be subject to review at any renewal of this agreement, but in any event shall not be adjusted by a percentage less than the total CPI movements for Perth during the preceding four quarters ending 30 June. Such adjustment being to the nearest \$10,000.

7. The agreed site allowance once set pursuant to this agreement shall be recorded in a site agreement to which the applicable principal contractor and the Union will be signatories. The level of allowance once nominated at the commencement of the project will continue without change until completion of the project.

8. It is acknowledged that on certain projects a site agreement may be entered into between the principal contractor and the building trades group of unions for that project that may include matters regularly addressed within the industry, such as, but not limited to, the following—

- Disputes Procedures
- Occupational Health and Safety Procedures
- Demarcation Procedures
- First Aid Provisions and On-Site Amenities

and the unions will not unreasonably refuse to continue to discuss such matters if raised by the principal contractor.

9. This agreement does not apply to resource development projects or civil and engineering projects.

10. Where a dispute arises as to the application of the terms of this agreement, if the issue cannot be resolved in discussions between the parties, it is agreed that the matter will be referred to the appropriate industrial tribunal for resolution without recourse to industrial action.

11. It is a term of this agreement that all site allowance agreements entered into prior to this date will be honoured by all parties and will continue to apply for the life of the particular project.

12. Where because of a condition of contract the principal contractor is required not to allow for a site allowance, before final application of this agreement, discussions will be held between the parties with a view to resolving any problems that may arise as a result of this situation.

13. This agreement shall only apply to building contracts entered into on or after 1 October, 1995.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Western Australian Builders' Labourers, Painters and
Plasterers Union of Workers and the Construction, Mining,
Energy, Timbryards, Sawmills and Woodworkers Union of
Australia—Western Australian Branch

and

Keywest Construction Co Pty Ltd.

No. AG 370 of 1997.

Keywest Cons Co Pty Ltd Industrial Agreement.

COMMISSIONER P E SCOTT.

26 February 1998.

Order.

HAVING heard Ms J Harrison on behalf of the Applicants and there being no appearance on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Keywest Cons Co Pty Ltd Industrial Agreement in the terms of the following schedule be registered on the 29th day of January 1998.

(Sgd.) P. E. SCOTT,
Commissioner.

[L.S.]

WAGE AGREEMENT

Schedule.

1.—TITLE

This Agreement will be known as the Keywest Cons Co Pty Ltd Industrial Agreement.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Area and Parties Bound
4. Application
5. Duration
6. Dispute Settlement Procedure
7. Single Enterprise
8. Relationship with Awards
9. Enterprise Agreement
10. Wage Increase
11. Site Allowance
12. Industry Standards CBUS and Redundancy
13. Clothing and Footwear
14. Training Allowance, Training Leave, Recognition of Prior Learning
15. Seniority
16. Sick Leave
17. Deleted
18. Fares and Travelling
19. Drug and Alcohol, Safety and Rehabilitation Program
20. No Extra Claims
 - Appendix A—Wage Rates
 - Appendix B—Drug and Alcohol, Safety and Rehabilitation Program
 - Appendix C—Site Allowance

3.—AREA AND PARTIES BOUND

This is an Agreement between The Western Australian Builder's Labourers, Painters, & Plasterers Union of Workers and the Construction, Mining, Energy, Timbryards, Sawmills and Woodworkers Union of Australia—Western Australian Branch (hereinafter referred to as the "Unions") and Keywest Construction Co Pty Ltd (hereinafter referred to as the "Company") in the State of Western Australia.

4.—APPLICATION

This Agreement shall be binding upon the Company, the Unions, its officers and members, and any person eligible to be members of the Unions employed by the Company on work covered by the terms of the Building Trades (Construction) Award 1987, No. 14 of 1978 (the "Award"). There are approximately six employees covered by this agreement.

5.—DURATION

This Agreement shall commence from the first pay period on or after the 1st of August 1997 and shall continue in effect until 31 October 1999.

The parties agree to commence discussion on the terms and conditions of any future agreement three calendar months prior to the expiration of this Agreement.

6.—DISPUTE SETTLEMENT PROCEDURE

In relation to any questions, disputes or difficulties arising out of the operation of this Agreement the dispute settlement procedure that shall apply shall be in the same terms as that outlined in Clause 46 Settlement of Disputes of the Award.

7.—SINGLE ENTERPRISE

It is agreed that this Agreement applies in respect of a single enterprise as defined in Clause 41A(2) of the WA Industrial Relations Act 1979, as amended (the "Act").

8.—RELATIONSHIP WITH AWARDS

This Agreement shall be read wholly in conjunction with the Award. Where this Agreement is silent on rates of pay and other matters pertaining to the employment relationship, the Award shall apply. Where there is conflict between the rates of pay, conditions, allowances and other matters in this Agreement and the Awards the higher rate shall apply.

9.—ENTERPRISE AGREEMENT

It is agreed that in the event of the Unions and the Company agreeing on the terms of a comprehensive enterprise agreement, this Agreement may be terminated in accordance with the requirements of the Act.

10.—WAGE INCREASE

This Agreement provides for increases in the hourly rate and allowances resulting in the wage rates in the Appendix A—Wage Rates.

11.—SITE ALLOWANCE

This Agreement provides for site allowances as per Appendix C—Site Allowance.

12.—INDUSTRY STANDARDS CBUS AND
REDUNDANCY

1. Redundancy

It is a term of this Agreement that the Company will immediately increase its payments to \$45 per week per employee into the Western Australian Construction Industry Redundancy Fund and then will increase this to \$50 per week per employee on 1 August 1998.

2. Superannuation

The Company will increase its level of payment into the Construction + Building Unions Superannuation Scheme to \$60 per week per employee as of 1 August 1997.

3. Apprentice Rates

The Company agrees to maintain a ratio of no more than four tradespeople to one apprentice employed.

13.—CLOTHING AND FOOTWEAR

1. The following items will be supplied to each employee by the Company, upon the completion of five working days.

- (a) 1 pair safety boots, and will be replaced on a fair wear and tear basis.

- (b) 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- (c) 1 blue jacket for each employee employed during the period 1 April to 31 October. (One issued per year)

2. The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

14.—TRAINING ALLOWANCE, TRAINING LEAVE, RECOGNITION OF PRIOR LEARNING

1. A training allowance of \$12.00 per week per worker shall be paid by the employer to the Union Education and Training Fund.

2. Subject to all qualifications in this clause, an employee shall, upon application in writing to and with approval of the employer, be granted leave with pay each calendar year pro-rata to attend courses conducted or approved by the NBCITC. The employers approval shall not be unreasonably withheld.

The application for leave shall be given to the employer at least two weeks in advance of the date of commencement of the course.

The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave where an employee is otherwise entitled.

An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than—

- course fees
- course books and materials
- payment of ordinary time earnings for such absence.

For the purpose of this clause ordinary time earnings shall be defined as the agreement classification rate.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

3. The employer will actively encourage employees to seek formal recognition of their skills (recognition of prior learning), and will allow leave as per (2) above for such purposes including but not limited to securing Tradesmen's Rights Certificates.

15.—SENIORITY

1. The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

2. When applying the "first on last off" principle it is agreed subject to the caveat of "all things being equal", it is intended to apply on a state basis rather than a site by site basis.

3. It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 6—Dispute Settlement Procedure.

4. An employee who has been retrenched by the Company shall have absolute preference and priority for re-employment/re-engagement by the Company. Where an employee is re-engaged within a period of six months the employee shall maintain continuity of service and all accrued entitlements with the Company.

16.—SICK LEAVE

For sick leave accrued after the date of signing this agreement the following will apply—

- (a) The Company's employees shall have the option of converting 100% of accrued sick leave entitlement to a cash payment on termination.
- (b) If an employee who has been terminated by the Company without exercising the above option is re-engaged within a period of six months, the unpaid balance of sick leave shall continue from the date of re-engagement.

17.—DELETED

18.—FARES AND TRAVELLING

In addition to Clause 12A of the award a travel payment shall be made in the form of a daily payment (on days worked) of \$6.15 per day per employee.

19.—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

The parties are committed to the Drug and Alcohol, Safety and Rehabilitation program as outlined in Appendix B—Drug and Alcohol, Safety and Rehabilitation Program.

20.—NO EXTRA CLAIMS

The Union will make no further claims on the Company for the life of the Agreement. The Company agrees to insure the employees for sickness and accident cover. The terms of the policy will be agreed to between the Company and the Union.

Signed for and on behalf of—

The Unions: **BLPPU** Signed Common Seal

Date: 27/11/97

Signed

WITNESS

CMETU Signed Common Seal

Date: 8/12/97

Signed

WITNESS

The Company Common Seal Signed

Date: 27/11/97

John McGrath

PRINT NAME

Signed

WITNESS

APPENDIX A—WAGE RATES

| | Date of Signing | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|-----------------------|-----------------|-----------------|---------------|-----------------|---------------|
| | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ | \$ | \$ |
| Labourer Group 1 | 15.56 | 16.01 | 16.47 | 16.92 | 17.15 |
| Labourer Group 2 | 15.03 | 15.47 | 15.90 | 16.34 | 16.56 |
| Labourer Group 3 | 14.63 | 15.05 | 15.48 | 15.90 | 16.12 |
| Plaster, Fixer | 16.17 | 16.64 | 17.11 | 17.58 | 17.82 |
| Painter, Glazier | 15.81 | 16.27 | 16.73 | 17.19 | 17.42 |
| Signwriter | 16.15 | 16.62 | 17.09 | 17.56 | 17.80 |
| Carpenter | 16.27 | 16.75 | 17.22 | 17.70 | 17.93 |
| Bricklayer | 16.11 | 16.58 | 17.05 | 17.52 | 17.75 |
| Refractory Bricklayer | 18.50 | 19.04 | 19.58 | 20.12 | 20.38 |
| Stonemason | 16.27 | 16.75 | 17.22 | 17.70 | 17.93 |
| Rooflayer | 15.99 | 16.45 | 16.92 | 17.38 | 17.62 |
| Marker/Setter Out | 16.75 | 17.24 | 17.72 | 18.21 | 18.46 |
| Special Class T | 16.96 | 17.46 | 17.95 | 18.45 | 18.69 |

APPRENTICE RATES

| | Date of Signing | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|---------------------|-----------------|-----------------|---------------|-----------------|---------------|
| | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ | \$ | \$ |
| Plasterer, Fixer | | | | | |
| Yr 1 | 6.79 | 6.99 | 7.18 | 7.38 | 7.48 |
| Yr 2 (1/3) | 8.90 | 9.16 | 9.42 | 9.68 | 9.81 |
| Yr 3 (2/3) | 12.13 | 12.49 | 12.84 | 13.19 | 13.37 |
| Yr 4 (3/3) | 14.23 | 14.65 | 15.06 | 15.48 | 15.69 |
| Painter, Glazier | | | | | |
| Yr 1 (.5/3.5) | 6.64 | 6.84 | 7.03 | 7.22 | 7.32 |
| Yr 2 (1/3, 1.5/3.5) | 8.70 | 8.95 | 9.20 | 9.45 | 9.58 |
| Yr 3 (2/3, 2.5/3.5) | 11.86 | 12.20 | 12.55 | 12.89 | 13.06 |
| Yr 4 (3/3, 3.5/3.5) | 13.92 | 14.32 | 14.73 | 15.13 | 15.33 |
| Signwriter | | | | | |
| Yr 1 (.5/3.5) | 6.79 | 6.99 | 7.18 | 7.38 | 7.48 |
| Yr 2 (1/3, 1.5/3.5) | 8.88 | 9.14 | 9.40 | 9.65 | 9.78 |
| Yr 3 (2/3, 2.5/3.5) | 12.11 | 12.47 | 12.82 | 13.17 | 13.35 |
| Yr 4 (3/3, 3.5/3.5) | 14.21 | 14.63 | 15.04 | 15.46 | 15.66 |
| Carpenter | | | | | |
| Yr 1 | 6.84 | 7.04 | 7.24 | 7.44 | 7.54 |
| Yr 2 (1/3) | 8.95 | 9.21 | 9.47 | 9.73 | 9.86 |
| Yr 3 (2/3) | 12.21 | 12.56 | 12.92 | 13.27 | 13.45 |
| Yr 4 (3/3) | 14.32 | 14.73 | 15.15 | 15.57 | 15.78 |
| Bricklayer | | | | | |
| Yr 1 | 6.77 | 6.96 | 7.16 | 7.36 | 7.46 |
| Yr 2 (1/3) | 8.86 | 9.12 | 9.37 | 9.63 | 9.76 |
| Yr 3 (2/3) | 12.08 | 12.43 | 12.79 | 13.14 | 13.31 |
| Yr 4 (3/3) | 14.17 | 14.59 | 15.00 | 15.41 | 15.62 |

| | Date of Signing | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|--------------|-----------------|-----------------|---------------|-----------------|---------------|
| | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ | \$ | \$ |
| Stonemason | | | | | |
| Yr 1 | 6.84 | 7.04 | 7.24 | 7.44 | 7.54 |
| Yr 2 (1/3) | 8.95 | 9.21 | 9.47 | 9.73 | 9.86 |
| Yr 3 (2/3) | 12.21 | 12.56 | 12.92 | 13.27 | 13.45 |
| Yr 4 (3/3) | 14.32 | 14.73 | 15.15 | 15.57 | 15.78 |
| Rooftiler | | | | | |
| 6 months | 9.12 | 9.38 | 9.65 | 9.91 | 10.04 |
| 2nd 6 months | 10.02 | 10.31 | 10.61 | 10.90 | 11.04 |
| Yr 2 | 11.71 | 12.05 | 12.39 | 12.73 | 12.90 |
| Yr 3 | 13.74 | 14.14 | 14.54 | 14.94 | 15.14 |

APPENDIX B—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

1. PRINCIPLE

People dangerously affected by alcohol, and/or drugs are a safety hazard to themselves and all other persons in the workplace.

2. FOCUS

- Site safety and the involvement of the site safety committee
- Peer intervention and support
- Rehabilitation

3. WORKPLACE POLICY

- A person who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.
- The decision on a persons ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/employer representatives.
- There will be no payment of lost time to a person unable to work in a safe manner.
- If this happens 3 times the worker shall be given a written warning and made aware of the availability of treatment/counselling. If the worker refuses help he/she may be transferred/dismissed the next time he/she is dangerously affected.
- For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.
- A worker having problems with alcohol and or other drugs—
 - Will not be sacked if he/she is willing to get help.
 - Must undertake and continue with the recommended treatment to maintain the protection of this program.
 - Will be entitled to sick leave or leave without pay while attending treatment.

4. IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will—

- Clearly state its endorsement of the BTG Drug and Alcohol program and comply with it.
- Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Program to address a meeting of employees to discuss and endorse the program.
- Authorise the attendance of appropriate company personnel eg. Safety delegate/officer, safety committee members, union delegate, consultative committee members(s) at the two hour BTG Drug and Safety in the Workplace training course.

APPENDIX C—SITE ALLOWANCE

1. This agreement is between the parties to this agreement and shall apply to construction work undertaken by principal contractors who are engaged in the commercial/industrial sector of the building industry in the state of Western Australia within a 50km radius of the Perth General Post Office.

2. This agreement provides for a site allowance to be paid to employees engaged on particular building projects, and for

such site allowance to be paid in addition to the wage rates and allowances prescribed by the award as well as any industrial or certified agreements made in conjunction with the award which does not prescribe a site allowance.

3. The site allowance payable under this agreement is to be paid at a flat rate per hour for all hours worked to compensate for all special factors/disabilities on the project and in lieu of all award special rates, with the exception of rates relating to the lifting of heavy blocks, cleaning down brickwork and the use of explosive powered tools which will be payable to an employee when he/she encounters that particular disability.

4. Site Allowance Formula

At the commencement of a project the particular site allowance to apply shall be determined in accordance with the following formula—

4.1 Projects Located Within Perth C.B.D. (as defined)

New Work

| | Project Contractual Value | Site Allowance |
|-------|---------------------------|----------------|
| Up to | \$500,000 | NIL |
| Above | \$500,000 to \$2.1m | \$1.80 |
| Above | \$2.1m to \$4.4m | \$2.15 |
| Over | \$4.4m | \$2.75 |

Renovations, Restorations and/or Refurbishment Work

| | Project Contractual Value | Site Allowance |
|-------|---------------------------|----------------|
| Up to | \$500,000 | NIL |
| Above | \$500,000 to \$2.1m | \$1.60 |
| Above | \$2.1m to \$4.4m | \$1.80 |
| Over | \$4.4m | \$2.35 |

4.2 Projects Located Within West Perth (as defined)

New Work

| | Project Contractual Value | Site Allowance |
|-------|---------------------------|----------------|
| Up to | \$500,000 | NIL |
| Above | \$500,000 to \$2.1m | \$1.60 |
| Above | \$2.1m to \$4.4m | \$1.80 |
| Over | \$4.4m | \$2.35 |

Renovations, Restorations and/or Refurbishment Work

| | Project Contractual Value | Site Allowance |
|-------|---------------------------|----------------|
| Up to | \$500,000 | NIL |
| Above | \$500,000 to \$2.1m | \$1.50 |
| Above | \$2.1m to \$4.4m | \$1.70 |
| Over | \$4.4m | \$1.95 |

The site allowance on projects which are a combination of new and renovation work shall be governed by the majority of work involved. For example, where the majority of work is new work, then the site allowance appropriate to new work shall be paid for all employees on the project.

4.3 Projects within 50 km radius of Perth G.P.O.

but not including the C.B.D. or West Perth (as defined)

| | Project Contractual Value | Site Allowance |
|-------|---------------------------|----------------|
| Up to | \$1m | NIL |
| Above | \$1m to \$2.1m | \$1.20 |
| Above | \$2.1m to 5.8m | \$1.50 |
| Above | \$5.8m to \$11.6m | \$1.75 |
| Above | \$11.6m to \$23.6m | \$1.95 |
| Above | \$23.6m to \$58.6m | \$2.25 |
| Over | \$58.6m | \$2.45 |

“C.B.D.”—Central Business District shall mean the area bounded by the Swan River South, Swan River East to Nile Street running into Wittenoom Street, Hill Street to Royal Street, Royal Street to Lord Street, Lord Street to Newcastle Street, along Newcastle Street to the Freeway, the Freeway South to the Perth Fremantle railway line, along the Perth-Fremantle railway line to Dyer Street, Dyer Street through to Havelock Street, Havelock Street to Kings Park Road, Kings Park Road to Fraser Avenue, Fraser Avenue projected through to the Swan River.

“West Perth”—shall mean the area contained within the boundaries formed by Thomas Street, Kings Park Road, Havelock Street, Dyer Street and the Perth-Fremantle railway line back to Thomas Street.

Boundary roads: If a road borders between two regions in which site allowances are to be paid as per this agreement, the parties confirm that one side of such a boundary road will be deemed to fall in one region and the other side of the boundary road will be deemed to fall in the other region. For example, the eastern side of Havelock Street will be in the “CBD” and the western side of Havelock Street shall be in “West Perth”.

“Project Contractual Value”—shall be deemed to mean the value of all tendered work which falls under the scope of the principal contractor’s contract.

5. The site/project allowance and project contractual value detailed in this agreement shall be adjusted on 1 October each year by the total C.P.I. movements for Perth during the preceding four quarters ending 30 June and accordingly, the site allowance amounts shall be adjusted up or down to the nearest five cents.

6. Project contractual values shall be subject to review at any renewal of this agreement, but in any event shall not be adjusted by a percentage less than the total CPI movements for Perth during the preceding four quarters ending 30 June. Such adjustment being to the nearest \$10,000.

7. The agreed site allowance once set pursuant to this agreement shall be recorded in a site agreement to which the applicable principal contractor and the Union will be signatories. The level of allowance once nominated at the commencement of the project will continue without change until completion of the project.

8. It is acknowledged that on certain projects a site agreement may be entered into between the principal contractor and the building trades group of unions for that project that may include matters regularly addressed within the industry, such as, but not limited to, the following—

- Disputes Procedures
- Occupational Health and Safety Procedures
- Demarcation Procedures
- First Aid Provisions and On-Site Amenities

and the unions will not unreasonably refuse to continue to discuss such matters if raised by the principal contractor.

9. This agreement does not apply to resource development projects or civil and engineering projects.

10. Where a dispute arises as to the application of the terms of this agreement, if the issue cannot be resolved in discussions between the parties, it is agreed that the matter will be referred to the appropriate industrial tribunal for resolution without recourse to industrial action.

11. It is a term of this agreement that all site allowance agreements entered into prior to this date will be honoured by all parties and will continue to apply for the life of the particular project.

12. Where because of a condition of contract the principal contractor is required not to allow for a site allowance, before final application of this agreement, discussions will be held between the parties with a view to resolving any problems that may arise as a result of this situation.

13. This agreement shall only apply to building contracts entered into on or after 1 October, 1995.

VALUER GENERAL’S OFFICE ENTERPRISE BARGAINING AGREEMENT 1997.
No. PSGAG 1 of 1998.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Civil Service Association of Western Australia
Incorporated

and

Valuer General’s Office and Other.

No. PSGAG 1 of 1998.

Valuer General’s Office Enterprise Bargaining
Agreement 1997.

12 February 1998.

Order:

HAVING heard Ms L. Proud on behalf of the applicant, Mr K. Ammerer and with him Ms J. Donaldson on behalf of the Valuer General’s Office and Ms S. Jackson on behalf of the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Valuer General’s Office Enterprise Bargaining Agreement 1997 as filed in the Commission on the 13th day of January 1998 and as amended by the parties on the 11th February 1998 be registered on and from the 11th day of February 1998.

[L.S.] (Sgd.) A.R. BEECH,
Public Service Arbitrator.

PART I:—AGREEMENT FRAMEWORK

1.—TITLE

This Enterprise Bargaining Agreement shall be known as the “Valuer General’s Office Enterprise Bargaining Agreement 1997” and shall replace the Valuer General’s Office Enterprise Bargaining Agreement 1996 No. PSGAG 1 of 1996.

2.—ARRANGEMENT

PART I:—AGREEMENT FRAMEWORK

1. Title
2. Arrangement
3. Scope Of The Agreement
4. Parties To The Agreement
5. Number Of Employees Covered
6. Definitions
7. Date And Operation Of The Agreement
8. No Further Claims
9. Single Bargaining Unit
10. Relationship To Parent Awards
11. Re-Open Negotiations
12. Availability Of Agreement
13. Dispute Resolution Procedure

PART II:—WORKPLACE REFORMS AND PRODUCTIVITY INITIATIVE

14. Mission Statements And Programs
15. Purpose And Objectives Of The Agreement
16. Employee Contribution
17. Productivity Measurement
18. Productivity Initiatives
19. Performance Pay
20. Salary Increases

PART III:—TERMS AND CONDITIONS OF EMPLOYMENT

21. Conditions Of Service

- 22. Salaries
- 23. Higher Duties Allowance
- 24. Hours Of Duty
- 25. Flexitime Arrangements
- 26. Home Based Work
- 27. Extra Time Arrangements
- 28. Voluntary Reduced Time Arrangements
- 29. Part-Time Employment
- 30. Annual Leave
- 31. Long Service Leave
- 32. Sick Leave
- 33. Compassionate Leave
- 34. Parental Leave
- 35. Leave Without Pay
- 36. Study Leave
- 37. Redundancy
- Appendix A—Salary Scale
- Appendix B—Signatories to Agreement
- Schedule A—Grievance Resolution Policy
- Schedule B—Home Based Work Policy
- Schedule C—Extra Time Policy
- Schedule D—Compassionate Leave Policy
- Schedule E—Parental Leave Policy

3.—SCOPE OF THE AGREEMENT

This Enterprise Bargaining Agreement shall apply to all Valuer General's Office employees including Senior Executive Service employees working in the Valuer General's Office who are members of or are eligible to be members of the Unions party to this Enterprise Bargaining Agreement.

4.—PARTIES TO THE AGREEMENT

- (1) The Enterprise Bargaining Agreement is made between—
- (a) the Valuer General, of the Valuer General's Office, 18 Mount Street, Perth, Western Australia ("the Employer"); and
 - (b) The Civil Service Association of Western Australia Incorporated; and
 - (c) the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch.

5.—NUMBER OF EMPLOYEES COVERED

As at the date of registration, the approximate number of employees covered by this Enterprise Bargaining Agreement is 60.

6.—DEFINITIONS

In this Agreement, unless stated otherwise, the following terms will be defined as—

- "Agreement" means the Valuer General's Office Enterprise Bargaining Agreement 1997.
- "Country Areas" means all areas other than "metropolitan area" as defined below.
- "CSA" means the Civil Service Association of Western Australia (Inc).
- "Employee" means any person who is employed by the Valuer General.
- "Employer" means the Valuer General, as Chief Employee of the VGO.
- "Fixed Term Employee" means a full or part-time employee, as prescribed under the Public Sector Management Act, for a fixed period of up to five (5) years.
- "Government" means the State Government of Western Australia.
- "Metropolitan Area" means that area within a radius of fifty (50) kilometres from the Perth City Railway Station.
- "Office" means the premises and work areas of the Valuer General's Office.
- "Parties" means the Valuer General; the Civil Service Association of Western Australia Incorporated; and the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division,

Western Australian Branch, when referred to jointly in the Agreement.

"Place of Duty" means a job location, other than their usual place of work, where the employee carries out their work. See usual place of work.

"PSA" means Public Service Award 1992.

"Settlement Period" for the purposes of Flexitime and Annualised Hours means a period of four weeks.

"Tea Caterer's Award" means Catering Employees and Tea Attendants (Government) Award 1982.

"Unions" means the The Civil Service Association of Western Australia Incorporated; and the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch.

"Usual place of work" means the Office, other regional headquarters or approved home based site.

"Valuer General" means Valuer General or a Delegated Officer of Authority.

"VGO" means Valuer General's Office, the whole of Agency.

"WAIRC" means the Western Australian Industrial Relations Commission.

7.—DATE AND OPERATION OF THE AGREEMENT

(1) This Agreement shall come into effect from the date of registration with the WAIRC and shall remain in force for a period of two years.

(2) During the life of this Agreement, the parties will continue to address a range of issues and reforms specifically aimed at increasing productivity. The parties agree that these issues will form the basis of future negotiations.

(3) The pay quantum achieved as a result of this Agreement will remain and form the new base pay rates for future Agreements or continue to apply in the absence of a further Agreement except where the award salary rate is higher in which case the award salary rate shall apply.

(4) This Agreement will continue in force after the expiry of the term until such time as any of the parties withdraw from the Agreement by notification in writing to the parties and to the WAIRC, or replace this Agreement with a subsequent Agreement.

8.—NO FURTHER CLAIMS

The parties to this Agreement undertake that for the duration of this Agreement there shall be no further salary or wage increases sought or granted except for those provided under the terms of this Agreement or provided for in National or State Wage Case Decisions.

9.—SINGLE BARGAINING UNIT

This Agreement has been negotiated through a Single Bargaining Unit (SBU), which comprised of representatives of the Unions who are party to this Agreement and the Employer.

10.—RELATIONSHIP TO PARENT AWARDS

(1) This Agreement shall be read in conjunction with the existing awards and agreements that apply to the parties to this Agreement. In the case of any inconsistencies, this Agreement shall have precedence to the extent of any inconsistencies. The relevant awards are—

- a) PSA
- b) Tea Caterer's Award

11.—RE-OPEN NEGOTIATIONS

The parties agree to commence negotiations for a replacement Agreement at least six (6) months prior to the expiration of the period of this Agreement.

12.—AVAILABILITY OF AGREEMENT

Every employee will be entitled to a copy of this Agreement. This Agreement is available on the VGO's network information database VGOINFO. In addition, a copy or copies of this Agreement will be kept in an easily accessible place or places within the Office, and the location of copies will be communicated to all employees.

13.—DISPUTE RESOLUTION PROCEDURE

(1) Any questions, disputes or difficulties arising under this Agreement shall be dealt with in the following manner—

- (a) Any grievance in relation to an employee's concern about, or perceptions of, unnecessary or unjustified personal hardship, detriment or annoyance resulting from management's actions or decisions in applying any Personnel Management System which directly affects the employee shall be dealt with in accordance with Schedule A—Grievance Resolution Policy.
- (b) Any questions, dispute or difficulties that arise under this Agreement, and which cannot be satisfied under paragraph (a) of this subclause, shall be dealt with as follows—
 - (i) The employee(s) concerned and/or the Union representative, if requested, shall discuss the matters with the immediate supervisor in the first instance. An employee may be accompanied by a Union representative.
 - (ii) If the matter is not resolved within 5 working days following the discussion in accordance with paragraph (b) hereof, the matter shall be referred by the employee(s) and or the Union representative to the Valuer General or the Delegated Officer for resolution.
 - (iii) If the matter is not resolved within 5 working days of the employee's and or the Union representative's notification of the dispute to the Valuer General, it may be referred by either party to the WAIRC.
 - (iv) Where a bona fide safety issue is involved, as agreed to by the Occupational Safety and Health Committee, the Valuer General and the appropriate safety authority must be notified concurrently or at least a bona fide attempt made to so notify that authority. In the event of a safety dispute the Occupational Safety and Health Act as amended shall apply.

PART II: WORKPLACE REFORMS AND PRODUCTIVITY INITIATIVES

14.—MISSION STATEMENTS AND PROGRAMS.

(1) The Valuer General is responsible for the administration of the Valuation of Land Act 1978 and the operation of the VGO. The Valuation of Land Act specifically identifies the VGO's core business responsibilities.

(2) The Valuer General's Office Mission is—

“To provide Government and our clients with an effective and impartial valuation and property information service”.

(3) The Valuer General's Office Vision is to be—

- (a) “The benchmark in the provision of quality rating and taxing valuations”.
- (b) “The preferred provider of valuation services and property information to our clients”.

(4) The Valuer General's Office Corporate Objective is to provide an independent and impartial valuation service that is cost effective for Government and clients, and maintain an accurate land and property database by—

- (a) making General and Interim Valuations of rateable land at a frequency that meets legislative responsibilities and satisfies client needs in terms of time frame, accuracy and currency;
- (b) making valuations of land other than rating and taxing valuations for Government statutory clients and any person, body and authority authorised by the Valuation of Land Act 1978, within agreed time frames and standards;
- (c) maintaining a fully integrated central land and property database to facilitate the provision of valuation, property information and consultancy services to Government and the wider community.

(5) The Corporate Objective is achieved through the Valuation Program. This Program ensures that Valuation Rolls for rating and taxing purposes are provided—

- (a) within a determined time frame;

(b) in a format acceptable to clients and in accordance with the Valuation of Land Act 1978; and

(c) that valuations for all other purposes are made in accordance with professional standards and within agreed time frames.

(6) The Valuer General's Office operates in a manner that is consistent with promoting the collective interest of its clients. The Valuer General's Office will contribute to Government's policy outcomes by providing a reliable, equitable and independent valuation base for State and local government to use—

- (a) as a base for determining Government taxes;
- (b) as a base for determining local government and Water Corporation rates;
- (c) as an impartial valuation service to protect the public interest in regard to land purchase, sale, lease and compensation by Government;
- (d) to aid planning and allocation of funds at a regional and local level;
- (e) as a reliable and impartial source of information to enable informed decision making by Government;
- (f) to identify and value the Government's property assets for effective management of those assets; and
- (g) to provide the business sector and the public with reliable property related information.

15.—PURPOSE AND OBJECTIVES OF THE AGREEMENT.

(1) Since the introduction of the 1996 VGO Enterprise Bargaining Agreement, a number of significant changes were made to the VGO which have resulted in increases in productivity and improvements in cost savings.

(2) The shared objectives of this Agreement are to—

- (a) continue to increase productivity and efficiency as part of the Government's workplace reform initiatives;
- (b) promote and gain ongoing employee commitment and contribution to specific strategies that will continue to improve the overall efficiency and effectiveness of the VGO;
- (c) enhance the quality and security of employment for the employee; and
- (d) to recognise and reward the employees for their contribution to improved customer services, productivity and performance levels of the VGO;
- (e) develop and pursue changes on a cooperative basis by using participative practices.

16.—EMPLOYEE CONTRIBUTION.

(1) In keeping with the objectives of the VGO's Corporate Plan, employees are committed to the implementation of strategies that will lead to—

- (a) devolved responsibility for the delivery of products and services to the most appropriate service provider (internal or external),
- (b) increased flexibility in the utilisation and development of resources,
- (c) increasing accountability for the achievement of high level outcomes sought by Government and further improvement in individual performances, and
- (d) improving and developing services for the VGO's clients.

17.—PRODUCTIVITY MEASUREMENT

(1) Under the VGO's 1996 Enterprise Bargaining Agreement, the Multi Factor Productivity (MFP) index was adopted as the tool to evaluate the VGO's organisational efficiency. The MFP index, a recognised and widely used methodology endorsed by Treasury, measures whether key services are being provided with relatively fewer inputs or whether more services are provided for the same amount of inputs.

(2) Comparisons between the VGO's past and current levels of efficiency have been undertaken through the use of various performance indicators. Each of the key performance indicators shows a “partial” aspect of the VGO's efficiency and effectiveness. The MFP index combines the data of these indicators to establish a single efficiency measure or index.

(3) Through the use of the MFP index, the VGO has demonstrated an average annual efficiency growth in its total service outputs of 4.47 % for the period 1991/92 to 1996/97.

(4) The VGO will continue to develop productivity measurements—

- (a) based on financial management initiatives and a revenue based financial model;
- (b) to ensure compliance with Government policy on Output Based Management and Customer Focus;
- (c) to continue our commitment to a continuous improvement philosophy; and
- (d) to attain Quality Assurance Registration.

(5) The parties agree that the measurement and monitoring of productivity improvements provides critical feedback on the performance of the VGO to management, employees and other relevant stakeholders.

(6) During the life of this Agreement the MFP model and financial model will be reviewed and the results advised to the parties to this Agreement.

18.—PRODUCTIVITY INITIATIVES

(1) The parties agree that significant changes in work practices will continue to be made to achieve real and ongoing productivity improvements. The range of work flexibility initiatives introduced in this Agreement will enable management and employees to achieve further increases in productivity and cost savings.

(2) The range of work flexibility initiatives and repackaged employment conditions to be introduced in the workplace that will contribute to the on-going improvement in productivity are—

- (a) a choice of changing work practices to achieve greater flexibility. For example, annualising hours to provide greater flexibility during peak periods; voluntary reduced time working arrangements; home based working arrangements and other family friendly initiatives;
- (b) a natural increase in workload annually, that is greater number of properties to be valued;
- (c) staff accepting additional duties and responsibilities;
- (d) willingness of employees to accept change;
- (e) unique in-house development of computer systems;
- (f) acquisition of new skills by employees;
- (g) development of new methodologies, that is, working smarter;
- (h) better delivery of products and services to the VGO's clients; and
- (i) devolved responsibility for the delivery of products and services to the most appropriate service provider.

19.—PERFORMANCE PAY

(1) It is important to recognise and reward employees for their contribution to improved levels of performance. This recognition will be in the form of salary increases, as outlined in Clause 20.—Salary Increases of this Agreement.

(2) The initial salary increase will be based on—

- (a) direct changes to working conditions; and
- (b) demonstrated increases in efficiency as determined and measured by the MFP model.

(3) Employees will be entitled to a further salary increase at the conclusion of the first year, based on achievements made during the 1997/98 financial year. This will be reliant on the successful implementation of Clause 18.—Productivity Initiatives of this Agreement to be introduced and subsequent improvement in the efficiency of services provided.

20.—SALARY INCREASES

(1) Salary increases will depend on the level of efficiency achieved by the whole VGO during the 1997/98 and 1998/99 financial years.

(2) Notwithstanding subclause (1) of this clause, any salary increases will also be dependant on—

- (a) the amount of cost savings achieved by the VGO through the implementation of Clause 18.—Productivity Initiatives of this Agreement.

(b) Government supplementation of the additional cost of salary and wage increases flowing from this Agreement.

(c) sharing of gains from productivity improvements between Employees and Government.

(3) The efficiency of the VGO will be determined using the Multi Factor Productivity model and a financial based model.

(4) An initial increase of 3.1 % for employees under the PSA and 1.8% for employees under the Tea Caterer's Award will be payable upon registration of the Agreement with the WAIRC.

(5) A second increase of up to 3.2 % will be payable one year from the date of registration of this Agreement with the WAIRC, subject to measured productivity improvements.

PART III: TERMS AND CONDITIONS OF EMPLOYMENT

21.—CONDITIONS OF SERVICE

(1) Continuity of employment

- (a) Employees' continuity of employment is not affected by the Enterprise Agreement. A permanent employee will retain their permanency of tenure during and on cessation of this Agreement.
- (b) Existing accrued and pro rata leave and other entitlements will be retained under this Agreement. Future leave and other entitlements will be calculated as provided for in this Agreement and added to existing leave and entitlements.

(2) Probation

- (a) A new employee employed by the Valuer General under the terms and conditions of this Agreement will serve a three month probationary period.
- (b) An employee appointed from the Public Sector of Western Australia, and who has had at least three months of continuous and satisfactory service immediately prior to permanent appointment will not be required to serve a period of probation.
- (c) An employee, who is on probation and has completed three months probation at the time of registration of this Agreement, will be eligible to become a permanent employee subject to subclause (3) of this Clause.

(3) Permanent employee

- (a) Prior to the expiry of the period of probation, the relevant Branch Manager shall—
 - (i) have a report completed in respect of the employee's level of performance, efficiency and conduct; and
 - (ii) confirm the permanent appointment; or
 - (iii) extend the probation period for up to 3 months if the relevant Branch Manager considers further assessment of the employee's performance is required; or
 - (iv) forward the employee's personal file to the Valuer General with the performance report with a recommendation to either—
 - (aa) extend the period of probation beyond 12 months, or
 - (bb) terminate the services of the employee.

(4) Fixed Term Employee

- (a) A fixed term employee is employed for a period of up to five years with a stated commencement and completion date. Subject to subclauses (3), (4) and (5) of this clause, the fixed term employee will be required to serve a three month probationary period under the same conditions as for a permanent employee. All other conditions for a fixed term employee will be the same as for a permanent employee.

(5) Termination of Contract Of Employment

- (a) A permanent or fixed term employee engaged on a full or part-time basis shall give the employer written notice of their intention to resign of not less than four weeks unless a shorter period is otherwise agreed between the employer and the employee.
- (b) An employee who fails to give the required written notice forfeits a sum of \$500.00 unless agreement is

reached between the employee and the Valuer General for a shorter period of notice than that specified. Where a fixed term employee's services are to be terminated for any reason other than misconduct, that employee shall be given written notice of four weeks or such other period as specified in a contract of service, or payment of salary for the appropriate period in lieu of notice.

- (c) With regard to termination, procedure should comply with the Public Sector Management Act, the Public Sector Standards, the PSA and the Tea Caterer's Award as amended from time to time.

22.—SALARIES

(1) Payment of Salary

- (a) Employees will be paid an Annual salary according to the salary scale listed in Appendix A—Salary Scale of this Agreement and the classification of the position to which they are appointed by the Valuer General.
- (b) The classification of any particular position, except Senior Executive Service positions, may be changed by the Valuer General in accordance with the Public Sector Management Act and other relevant procedures.
- (c) Salary shall be paid fortnightly but where the usual pay day falls on a Public Holiday, payment shall be made on the previous working day. A fortnight's salary shall be computed by dividing the annual salary by 313 and multiplying the result by 12. The hourly rate shall be computed as one seventy-sixth of the fortnight's salary.
- (d) Salary shall be paid by direct funds transfer to the credit of an account nominated by the officer at a bank, building society or credit union approved by the Under Treasurer or Valuer General, as the Accountable Officer. Provided that where such payment by direct funds transfer is impracticable or where some exceptional circumstances exist, and by agreement between the Valuer General and the employee, payment by cheque may be made.

23.—HIGHER DUTIES ALLOWANCE

(1) Except where varied by this Clause, all other provisions as contained in Clause 14.—Higher Duties Allowance of the PSA continue to apply.

(2) Where an employee is required to act in a position at a higher level than the employee's substantive position for less than five consecutive working days, the acting period is not considered as higher duty and will not be recognised as such.

(3) An employee who is directed by the Valuer General to act in a position which is classified higher than the employee's own substantive position and who performs the full duties and accepts the full responsibility of the higher position for a continuous period of five or more consecutive working days, shall be paid, subject to subclause (5) of Clause 23.—Higher Duties Allowance of this Agreement, an allowance equal to the difference between the employee's own salary and the salary the employee would receive if the employee was permanently appointed to the position in which the employee is so directed to act. This period shall not include any time worked as Extra Time in accordance with Clause 27.—Extra Time Arrangements of this Agreement.

- (4) (a) Where an employee who is in receipt of an allowance granted under this clause and has been so for a continuous period of twelve months or more, proceeds on—
- (i) a period of normal annual leave;
 - (ii) a period of any other approved leave of absence of not more than four weeks

the employee shall continue to receive the allowance for the period of leave.

Provided that this subclause shall also apply to an employee who has been in receipt of an allowance for less than twelve months if, during the employee's absence, no other employee acts in the position

in which the employee was acting immediately prior to proceeding on leave; and the employee resumes in the position, or an equivalent level, immediately after the leave.

- (b) Where an employee, who is in receipt of an allowance granted under this clause, proceeds on—
- (i) a period of annual leave in excess of the normal;
 - (ii) a period of any other approved leave of absence of more than four weeks,

the employee shall not be entitled to receive payment of such allowance for leave which is in excess of that provided in paragraph (a) subparagraphs (i) and (ii) of this subclause (*four weeks*).

(5) During their first period of acting in each financial year, employees have agreed to forego the payment for the first five days of a higher duty allowance.

(6) An employee who acts in a higher position on more than one separate occasion shall be entitled to payment of higher duties allowance for the full period of acting on the second and subsequent periods of acting per financial year.

(7) All periods of acting in five or more consecutive working days will count as qualifying service for promotion and will be recorded on the employee's personal file.

24.—HOURS OF DUTY

(1) Except where varied by this clause, all other provisions as contained in Clause 16.—Hours of the PSA continue to apply.

(2) Prescribed Hours of Duty

- (a) The prescribed hours of duty to be observed by employees shall be seven hours and thirty six minutes per day. The hours to be worked are between 7.00am and 6.00pm Monday to Friday as determined by the Valuer General with a minimum lunch interval of thirty minutes to be taken between 12.00pm and 2.00pm. An employee shall be allowed a meal break between 12 noon and 2.00pm of not less than thirty minutes but not exceeding sixty minutes. The employee may be allowed to extend the meal break up to a maximum of two hours, subject to prior approval of the employee's supervisor.
- (b) The prescribed hours of duty may be worked with flexible commencement and finishing times in accordance with the provisions of this clause and Clause 25.—Flexitime Arrangements of this Agreement, provided that the required hours of duty for each four week settlement period shall be 152 hours.
- (c) Employees at classification level 6 and above may be required to work additional hours on an outcomes basis to ensure that the needs of clients are met as they arise and the objectives of the employer are satisfied.

(3) Other Working Arrangements

- (a) The Valuer General wishing to vary the prescribed hours of duty to be observed shall be required to give one month's notice in writing to the relevant branch, section or employees affected by the change.
- (b) The Valuer General may authorise the operation of alternative working arrangements in the Office, or any branch or section thereof, subject to subclause (2) of Clause 16.—Hours of the PSA.

(4) Annualising Hours

- (a) Annualised hours may be used to allow longer hours to be worked in peak periods and shorter hours in quiet periods. These hours are available in conjunction with Flexitime, Nine Day Fortnight and Extra time arrangements. Where the employee is required by a manager or supervisor to work additional hours outside core periods and subject to the employee's agreement, the additional hours will be accumulated as credit hours. This accumulated time can be stored past the usual settlement period and used during the quiet periods, subject to the supervisor's approval and the employee's flexitime debit hours not being in excess of four hours in each settlement period.

- (b) In compliance with the Occupational Safety and Health Act, an employee shall not be compelled to work more than five consecutive hours without a meal break and at the conclusion of a meal break the calculation of the five hour limit recommences. On this basis, a maximum of ten hours may be worked in any one day.
- (c) Annualised hours may be accrued during ordinary hours between 7.00am and 6.00pm. Therefore—
- (i) under Flexitime provisions, the maximum hours that will be allowed in any one day for annualising is two hours and twenty four minutes on the basis of a normal working period of seven hours and thirty six minutes per day.
 - (ii) under Nine Day Fortnight provisions, the maximum hours that will be allowed in any one day for annualising is one hour thirty three minutes on the basis of a normal working period of eight hours twenty seven minutes per day.
- (d) Where the hours worked exceed the maximum hours referred to in paragraph c) of this subclause then those excess hours will be considered as Extra Time subject to Clause 27.—Extra Time Arrangements of this Agreement.

(5) Nine Day Fortnight

- (a) The Valuer General may authorise the operation of a nine day fortnight. The prescribed hours of duty of seventy six hours per fortnight are worked over nine days per fortnight, exclusive of work performed on Saturday, Sunday and the special rostered day off, with each day consisting of eight hours and twenty seven minutes.
- (b) The Valuer General shall determine the employee's starting and finishing times between the hours of 7.00am and 6.00pm in order to ensure that the VGO's requirements are met on each day. An employee shall be allowed a meal break between 12 noon and 2.00pm of not less than thirty minutes but not exceeding sixty minutes. The employee may be allowed to extend the meal break up to a maximum of two hours, subject to prior approval of the employee's supervisor.
- (c) Subject to paragraph (a) of this subclause, each employee shall be allowed one special rostered day off each fortnight in accordance with a roster prepared by management showing days and hours of duty and special rostered days off for each employee.
- (d) For the purposes of leave and public holidays, a day shall be credited as eight hours and twenty seven minutes, notwithstanding the following—
 - (i) when a public holiday or public service holiday falls on an employee's rostered day off the employee shall be granted a day in lieu of the holiday prior to the conclusion of the current fortnight cycle.
 - (ii) for a public holiday or public service holiday occurring during a period of annual leave, an additional day will be added to the period of leave irrespective of whether it falls on a rostered work day or special rostered day off.
 - (iii) A four week annual leave entitlement is equivalent to 152 hours, the equivalent to 18 rostered working days of 8 hours and 27 minutes, and two special rostered days off.
 - (iv) an employee who is sick on a special rostered day off will not be granted sick leave for that day, and will not be credited with an additional day off in lieu.

(6) The provisions of Clause 27.—Extra Time Arrangements of this Agreement, shall apply for work performed prior to an employee's nominated starting times and after an employee's nominated ceasing time in accordance with subclause (5) paragraph (b) of this clause and on an employee's special rostered day off.

25.—FLEXITIME ARRANGEMENTS

(1) In accordance with the Flexitime provisions, the employee may be allowed a maximum of two full days off in any one settlement period. Subject to the approval of the manager or supervisor and the employee having accrued sufficient credit hours to cover the absence prior to taking the leave, flexileave can be taken in minimum increments of one hour or any combination of half days and full days that does not in total exceed two days per settlement period.

(2) Subject to approval of the supervisor, employees may select their own start and finish times within the following periods—

- 7.00 am to 9.30 am
- 12.00 noon to 2.00 pm (minimum half an hour break)
- 3.30 pm to 6.00 pm

(3) Employees must work in the following core periods unless unavoidably absent due to illness or approved leave—

- 9.30 am to 12.00 noon
- 2.00 pm to 3.30 pm

(4) An employee shall be allowed a meal break between 12 noon and 2.00pm of not less than thirty minutes but not exceeding sixty minutes. The employee may be allowed to extend the meal break up to a maximum of two hours, subject to prior approval of the employee's supervisor. Employees shall not be compelled to work more than five hours without a meal break and therefore a maximum of ten hours may be worked in any one day.

(5) For recording time worked, there shall be a settlement period which shall consist of four weeks. The settlement period shall commence from the Monday following the designated pay period. The required hours of duty for a settlement period shall be 152 hours.

(6) Credit hours in excess of the required 152 hours up to a maximum of seven hours and thirty six minutes are permitted at the end of each settlement period.

(7) Such credit hours shall be carried forward to the next settlement period. Credit hours in excess of seven hours and thirty six minutes at the end of each settlement period shall be lost unless prior approval has been given by the Valuer General in which case the additional hours worked may be treated as Annualised Hours in accordance with Clause 24.—Hours of Duty or Extratime in accordance with Clause 27.—Extratime of this Agreement. Credit hours under flexitime arrangements shall not exceed twenty hours at any point within the settlement period.

(8) Debit hours below the required 152 hours up to a maximum of four hours are permitted at the end of each settlement period. Such debit hours shall be carried forward to the next settlement period. For debit hours in excess of four hours, the employee may be requested to take approved leave for the period necessary to reduce debit hours to those specified in this subclause. Employees having excessive debit hours may be placed on standard working hours in addition to being required to take approved leave or leave without pay.

26.—HOME BASED WORK

(1) The employee can seek a work from home arrangement, for all or part of their working hours, during the operation of this Agreement and in accordance with Schedule B—Home Based Work Policy. This may be for a fixed period or for an indefinite period. A work from home arrangement may be granted providing—

- (a) the arrangement suits customer service and work requirements;
- (b) the Valuer General is satisfied that the employee's work outputs can be adequately monitored;
- (c) adequate safety provisions (as determined by the Valuer General) are available in the home;
- (d) arrangements can be agreed between the parties for the provision of equipment;
- (e) appropriate insurance requirements, such as Worksafe, Workcover and Risk Management, can be met; and
- (f) compliance with the Occupational Safety and Health Act, the Workers' Compensation and Rehabilitation Act 1981 and other relevant legislation.

27.—EXTRA TIME ARRANGEMENTS

(1) This Clause replaces Clause 18.—Overtime Allowance of the PSA.

(2) All work performed by direction of the Valuer General before or after the prescribed hours of duty on a weekday, on a Saturday, Sunday, Public holiday or Public Service Holiday, shall be deemed as Extra Time and, subject to Schedule C—Extra Time Policy of this Agreement, the employee shall be compensated for by being given paid time off in lieu of such Extra Time worked on an hour for hour basis.

(3) When an employee is directed to work Extra Time at a location other than the usual place of work, the time spent in travelling to and from that location is in excess of the time which an employee would reasonably spend in travelling to and from the usual place of work, then such excess time shall be granted as Extra Time in accordance with Schedule C—Extra Time Policy of this Agreement.

(4) A minimum break of thirty minutes shall be made for meals between 5.30am and 7.30am, 12.00 noon and 2.00pm and between 4.30pm and 6.30pm when Extra Time duty is being performed. Except in the case of emergency, an employee shall not be compelled to work more than five hours Extra Time without a meal break. The calculation of the five hour limit recommences at the conclusion of a meal break. An employee required to work Extra Time who purchases a meal shall be reimbursed upon the production of receipts, in accordance with the PSA.

(5) The employee shall be required to clear the Extra Time within three months of the Extra Time being performed. If the VGO is unable to release the employee to clear such leave, or on request from the employee and agreed to by the Valuer General, then the employee shall be paid for the Extra Time worked at the applicable hourly rate.

(6) Provided that by agreement between the Valuer General and the employee, time off in lieu of Extra Time may be able to be accumulated beyond three months from the time the Extra Time is performed so as to be taken in conjunction with periods of leave.

28.—VOLUNTARY REDUCED TIME ARRANGEMENTS.

(1) This initiative is to allow an employee to voluntarily trade income for time off for an agreed period within the term of this Agreement with the right to return to full time at the end of that period. The time off can be taken by reducing the working day, or week or by taking a block of time off during the term of this Agreement.

(2) Reductions of work time (and salary) can generally range up to 50% for example—

- (a) a work week of 5 days at 6 hours each;
- (b) a four day work week with no change in the length of the working day;
- (c) a three day work week at 10 hours per day.

(3) This initiative provides greater flexibility for an employee to work part time on an interim basis but is subject to meeting the operational requirements of the VGO and the approval of the Valuer General.

(4) Upon expiry of the agreed period, the employee shall return to the original position occupied prior to entering the Voluntary Reduced Time arrangements.

(5) Each Voluntary Reduced Time arrangement shall be confirmed in writing and shall include the agreed period of the arrangement and the agreed hours of duty.

29.—PART-TIME EMPLOYMENT.

(1) Except where varied by this Clause, all other provisions of Clause 9.—Part-Time Employment of the PSA continue to apply.

(2) Permanent part-time employment is defined as regular and continuing employment for a minimum of fifteen hours and 12 minutes per week and a maximum of 30 hours and 24 minutes per week.

(3) Each permanent part-time arrangement shall be confirmed in writing and shall include the agreed period of the arrangement and the agreed hours of duty.

(4) The employer shall give a part-time employee one months notice, in writing, of any proposed variation to that employee's starting and finishing times and/or particular days worked provided the employer shall not vary the employee's total weekly hours or the agreed hours of duty without the employee's prior written consent.

(5) An employee who is employed on a part-time basis shall be paid a proportion of the appropriate full time salary dependent upon the number of hours worked. The salary shall be calculated in the following manner—

$$\frac{\text{Hours worked per fortnight}}{76} \times \frac{\text{Full time fortnightly salary}}{1}$$

(6) The employee shall be entitled to the same leave and conditions as prescribed for full time employees on a pro rata basis wherever it applies. Payment to an employee proceeding on accrued annual leave and long service leave shall be calculated on a pro rata basis having regard for any variations to the employee's ordinary working hours during the accrual period.

(7) The conversion of a full-time employee to part-time employment can only be implemented with the written consent or by written request of the employee, subject to the convenience of the Office. No employee may be converted to part-time employment without his or her prior agreement.

30.—ANNUAL LEAVE

(1) Except where varied by this clause, all other provisions as contained in Clause 19.—Annual Leave of the PSA continue to apply.

(2) For the purpose of this clause—

- (a) Accrued or accumulated leave—is the leave an employee is entitled to from previous calendar year(s).
- (b) Pro-rata leave—is the proportion of leave that an employee is entitled to in the current year, either from the date of commencement or to date of cessation.

(3) Each employee is entitled to four weeks paid leave for each year of service, which shall be calculated on a daily accrual basis. An employee who commences with the Valuer General's Office after January 1 in any year is entitled to a proportion of the annual leave entitlement.

(4) Unused accrued and pro rata leave entitlements will be retained under this Enterprise Agreement.

(5) A fixed term employee appointed for a period greater than twelve months, shall be credited with the same entitlement as a permanent employee. A fixed term employee appointed for a period less than twelve months, shall be credited with the same entitlement on a pro rata basis for the period of the contract. A part-time employee shall be entitled to the same annual leave entitlements, on a pro rata basis according to the number of hours worked each fortnight.

(6) An employee may take annual leave during the calendar year in which it accrues, at the convenience of the VGO or as otherwise approved by the Valuer General.

(7) The salary rate paid to the employee for any period of annual leave accrued before the commencement of this Agreement and taken during the term of the Agreement, shall be at the rate applicable to the employee under the terms and entitlements of this Agreement.

(8) The salary rate paid to the employee for any period of annual leave to which the employee becomes entitled during the term of this Agreement shall be at the rate applicable to the employee at the time when the leave is taken.

(9) In exceptional circumstances, an employee who has accumulated annual leave entitlements prior to the term of the Agreement may apply to convert the accumulated leave and leave loading entitlements into an equivalent cash amount, subject to the Valuer General's approval and availability of funds. A written application for payment in lieu of accumulated annual leave must be made to the Valuer General. Cash payment for leave entitlements for the current year will not be allowed.

(10) Annual Leave Loading

- a) As from 1 January 1998, all leave loading on the current year's entitlement will be annualised, in accordance with Appendix A—Salary Scale of this Agreement. All past leave loading entitlements prior to 1 January 1998, will continue to be paid as lump

sums as accrued leave entitlements are progressively cleared.

- b) Where payment in lieu of accrued or pro rata annual leave is made on the death or retirement of an employee, a loading calculated in accordance with the terms of this Clause is to be paid on accrued and pro rata leave.
- c) Where an employee resigns, or ceases employment, or is dismissed under the Public Sector Management Act, annual leave shall be paid out.

31.—LONG SERVICE LEAVE

(1) Except where varied by this clause, all other provisions as contained in Clause 21.—Long Service Leave of the PSA continue to apply.

(2) For the purpose of determining an employee's long service leave entitlement, the expression "continuous service" includes any period during which the employee is absent on full pay or part pay from duties in the Public Service but does not include—

- (a) any period exceeding two weeks during which the employee is absent on leave without pay or parental leave, except where leave without pay is approved for the purpose of fulfilling an obligation by the Government of Western Australia to provide staff for a particular assignment external to the Public Sector of Western Australia;
- (b) any period during which an employee is taking long service leave entitlement or any portion thereof except in the case of subclause (11) of Clause 21.—Long Service Leave of the PSA, when the period excised will equate to a full entitlement of thirteen weeks;
- (c) any service by an employee who resigns, is dismissed or whose services are otherwise terminated other than service prior to such resignation, dismissal or termination when that prior service has actually entitled the employee to the long service leave under this clause; and
- (d) any period of service that was taken into account in ascertaining the amount of a lump sum payment in lieu of long service leave.

(3) An employee who has completed a period of seven years of continuous service in a permanent capacity or ten years of continuous service in a temporary capacity shall be entitled to thirteen weeks of long service leave on full pay. An employee is entitled to an additional thirteen weeks of long service leave on full pay for each subsequent period of seven years of continuous service completed by the employee.

(4) A part-time employee shall have the same entitlement to long service leave as a full-time employee, however payment made during such periods of long service leave shall be adjusted according to the hours worked by the officer during the accrual period.

(5) Should an employee have an accrued long service leave entitlement prior to and during the term of this Agreement, the employee may apply to take the complete entitlement of long service leave on full or half pay, or take the long service leave in a minimum of one week increments at full or half pay subject to the following classification—

- (a) a long service leave entitlement which fell due prior to the 16th day of March 1988 amounted to three months; and
- (b) a long service leave entitlement which fell due on or after that date shall amount to thirteen weeks.

(6) In exceptional circumstances an employee who has accumulated long service leave entitlements prior to and during the term of this Agreement may apply to convert all, or increments of one week, of accumulated leave into an equivalent cash amount, subject to the Valuer General's approval and availability of funds. Written application to the Valuer General will be required for payment in lieu of accumulated long service leave.

(7) The Valuer General may direct an employee to take accrued long service leave and may determine the date on which

the such leave shall commence. Should the employee not comply with the direction, disciplinary action may be taken against the employee.

(8) A public holiday occurring during an employee's absence on long service leave shall be deemed to be a portion of the long service leave and extra days in lieu thereof shall not be granted.

(9) An employee who has elected to retire at or over the age of fifty five years and who will complete more than twelve months continuous service before the date of retirement may apply to the Valuer General to be paid pro rata long service.

(10) An employee who, during an accrual period was subject to variations in ordinary working hours or whose ordinary working hours during the accrual period are less than the employee's ordinary working hours at the time of commencement of long service leave may elect to take a lesser period of long service leave calculated by converting the average ordinary working hours during the accrual period to the equivalent ordinary hours at the time of commencement of long service leave.

32.—SICK LEAVE

(1) Except where varied by this clause, all other provisions as contained in Clause 22.—Sick Leave of the PSA continue to apply.

(2) The Valuer General shall credit each permanent employee with the following sick leave credits, which shall be cumulative—

| | Full pay | Half pay |
|--|----------|---------------------|
| On the day of initial appointment | 38 hours | 15 hours 12 minutes |
| On completion of 6 months continuous service | 38 hours | 22 hours 48 minutes |
| On the completion of 12 months continuous service | 76 hours | 38 hours |
| On the completion of each further period of 12 months continuous service | 76 hours | 38 hours |

(3) A fixed term employee appointed for a period greater than twelve months, shall be credited with the same entitlement as a permanent employee. A fixed term employee appointed for a period less than twelve months, shall be credited with the same entitlement on a pro rata basis for the period of the contract.

(4) A part-time employee shall be entitled to the same sick leave credits, on a pro rata basis according to the number of hours worked each fortnight. Payment for sick leave shall only be made for those hours that would normally have been worked had the employee not been on sick leave. The provisions of this clause do not apply to casual employees.

(5) In any one calendar year for each unused seven hours and thirty six minutes sick leave entitlements on full pay, employees will be granted one hour bonus leave up to a maximum of ten hours bonus leave per year, which will be taken as time in lieu within six months of the completion of each calendar year. If the VGO is unable to release the employee to clear such leave, or on request from the employee and agreed to by the Valuer General, then the employee shall be paid for the time in lieu at the then current hourly rate.

(6) Subject to subclause (5) of this clause, all existing pro rata bonus leave shall be retained under this Agreement. Future bonus leave will be calculated as provided for in this Agreement and added to the existing bonus leave entitlements. The bonus leave provision will not have effect on any other cumulative sick leave entitlement accumulated before the commencement of this Agreement.

(7) An application for sick leave exceeding two consecutive working days shall be supported by the certificate of a registered medical practitioner or, when the nature of the illness consists of a dental condition, by the certificate of a registered dentist.

(8) The amount of sick leave granted without the production of the certificate shall not exceed, in the aggregate, five working days in any one credit year.

(9) Where an employee is ill during the period of annual leave or long service leave and produces as soon as practicable, medical evidence that as a result of the illness the employee

was confined to the employee's place of residence or a hospital for a period of at least seven consecutive calendar days of annual leave or fourteen consecutive calendar days of long service leave respectively, then the Valuer General may grant sick leave for the period during which the employee was so confined and reinstate annual leave or long service leave equivalent to the period of confinement.

(10) An employee who is absent on leave without pay is not eligible for sick leave during the currency of that leave without pay.

(11) No sick leave shall be granted with pay, if the illness has been caused by the misconduct of the employee or in any case of absence from duty without sufficient cause.

(12) Where an employee who has been retired from the VGO on medical grounds resumes duty therein, sick leave credits at the date of retirement shall be reinstated. This provision does not apply to an employee who has resigned from the VGO and is subsequently reappointed.

(13) Where an employee suffers a disability, as prescribed by the Workers' Compensation and Rehabilitation Act 1981 and as amended, which necessitates that an employee being absent from duty, sick leave with pay shall be granted to the extent of sick leave credits. Where the claim for worker's compensation is decided in favour of the employee, sick leave credit is to be reinstated and the period of absence shall be granted as worker's compensation.

(14) An employee who produces a certificate from the Department of Veteran's Affairs stating that the employee suffers from war caused illness, may be granted special sick leave credits of fifteen normal working days per annum on full pay in respect of that war caused illness. These credits shall accumulate up to a maximum credit of forty five normal working days, and shall be recorded separately from the employee's normal sick leave credit. Every application for sick leave for war caused illness shall be supported by a certificate from a registered medical practitioner as to the nature of the illness.

33.—COMPASSIONATE LEAVE

(1) In accordance with Schedule D—Compassionate Leave Policy of this Agreement, an employee is entitled to paid compassionate leave of up to three days on the death of—

- (a) the spouse or de facto spouse of the employee (including a spouse from whom the employee is separated);
- (b) the child, stepchild, or grandchild of the employee;
- (c) the father, mother (including a guardian of dependant children), stepfather, stepmother, father-in-law or mother-in-law of the employee; or
- (d) brother, sister, grandfather or grandmother of the employee,

provided that the funeral of such a relation is held on one of the days of leave granted.

(2) In accordance with Schedule D—Compassionate Leave Policy of this Agreement, an employee is also entitled to paid compassionate leave of up to three days in any one calendar year, in respect of the incapacitating illness of the spouse or dependant child of the employee provided that the employee establishes to the satisfaction of the Valuer General that the spouse or child is in need of the assistance of the employee and that no other person is available for this purpose.

(3) The right to paid compassionate leave shall be dependent on compliance with the following conditions—

- (a) the employee shall give the Valuer General or Delegated Officer notice of intention to take such leave as soon as reasonably practicable;
- (b) the employee shall provide satisfactory evidence of such death or incapacitating illness, if so requested by the Valuer General;
- (c) the employee shall not be entitled to leave under this clause in respect of any period which coincides with any other period of leave entitlement.

(4) The provisions of this clause also apply to—

- (a) part-time employees—leave granted as per subclause (2) of this clause is calculated on a pro rata basis in accordance with Schedule D—Compassionate Leave Policy of this Agreement;

(b) an employee employed on a fixed term contract of more than twelve months;

(c) an employee employed on a fixed term contract of less than twelve months—leave granted as per subclause (2) of this clause is calculated on a pro rata basis in accordance with Schedule D—Compassionate Leave Policy of this Agreement.

34.—PARENTAL LEAVE

(1) An employee is entitled to take up to fifty two consecutive weeks of unpaid leave in respect of—

- (a) the birth of a child to the employee or the employee's spouse; or
- (b) the placement of a child with the employee with a view to the adoption of the child by the employee.

Subject to the employee giving the employer at least ten weeks written notice of intention to take the leave.

(2) Where both employees are employed by the Valuer General only one employee will be entitled to take parental leave at the same time but this subclause does not apply to one week's parental leave—

- (a) taken by the male parent after the birth of the child; or
- (b) taken by the employee and the employee's spouse after a child has been placed with them with a view to their adoption of the child.

(3) An employee who has given notice of intention to take parental leave or who is actually taking parental leave is to notify the Valuer General of any period of parental leave taken or to be taken by the employee's spouse in relation to the same child. The entitlement to parental leave is reduced by any period of parental leave taken by the employee's spouse in relation to the same child except for the period of one week's leave referred to in subclause (2) of this clause.

(4) An employee who has given notice to take parental leave must notify the Valuer General of the starting and finishing dates of the period of parental leave and will be subject to the Valuer General's approval. An employee proceeding on parental leave may elect to extend or reduce the period of the original application within the limitations of Schedule E—Parental Leave Policy of this Agreement.

(5) An employee who has given notice to take parental leave, other than for adoption, is to provide to the Valuer General a certificate from a medical practitioner confirming the pregnancy and the expected date of birth. The pregnant employee is to start the leave six weeks before the expected date of birth unless in respect of any period closer to the expected date of birth a medical practitioner has certified that the employee is fit to work.

(6) Where an employee has not applied for leave in accordance with this clause, and does not have express approval of the Valuer General for continued employment, the Valuer General may direct the employee to take parental leave, and may determine the date on which such leave shall commence.

(7) On finishing parental leave and subject to the VGO's requirements, an employee is entitled to the position the employee held immediately before starting parental leave.

(8) Absence on parental leave does not break the continuity of service of an employee and is not to be taken into account when calculating the period of service for a purpose of salary increments, sick leave credits, long service leave and annual leave.

(9) A part-time employee shall have the same entitlement to parental leave as full-time employees. An employee employed on a fixed term contract shall have the same entitlement to parental leave, however the period of leave granted shall not extend beyond the term of that contract.

35.—LEAVE WITHOUT PAY

(1) Except where varied by this clause, all other provisions as contained in Clause 24.—Leave Without Pay of the PSA still continue to apply.

(2) Subject to the provisions of subclause (3) of this clause, the Valuer General may grant an employee leave without pay for any period.

(3) Every application for leave without pay will be considered on its merits and may be granted provided that—

- (a) the leave does not conflict with the VGO's operational requirements;
- (b) all time in lieu, annual leave and long service leave credits are exhausted.

36.—STUDY LEAVE

All provisions, as contained in Clause 25.—Study Leave of the PSA, continue to apply.

37.—REDUNDANCY

(1) The conditions and entitlements as provided for in Part 6 (Redeployment and Redundancy of Employees) of the Public Sector Management Act and in the Public Sector Management (Redeployment and Redundancy) Regulations 1994, will apply to all employees.

(2) Provided that employees employed pursuant to the Tea Caterer's Award shall be entitled to the conditions of the Western Australian Government/Australian Liquor Hospitality and Miscellaneous Worker's Union (ALHMWU) Redeployment, Retraining and Redundancy (Interim) Award 1994 as long as it remains in force.

APPENDIX A—SALARY SCALE

(1) The annual salaries/wages applicable to employees covered by this Agreement shall be—

| | Salary p.a. current EBA | Salary p.a. Date of registration (3.1 %) | Salary p.a. 1 Jan 98. Leave Loading (1.34 %) | Salary p.a. One year from registration (3.2 %) |
|---------------------|-------------------------|--|--|--|
| Level 1 | | | | |
| Under 17 years | \$11,688 | \$12,050 | \$12,212 | \$12,603 |
| 17 years | \$13,660 | \$14,083 | \$14,272 | \$14,729 |
| 18 years | \$15,934 | \$16,428 | \$16,648 | \$17,181 |
| 19 years | \$18,444 | \$19,016 | \$19,271 | \$19,887 |
| 20 years | \$20,712 | \$21,354 | \$21,640 | \$22,333 |
| 1.1 | \$22,752 | \$23,457 | \$23,772 | \$24,532 |
| 1.2 | \$23,453 | \$24,180 | \$24,504 | \$25,288 |
| 1.3 | \$24,153 | \$24,902 | \$25,235 | \$26,043 |
| 1.4 | \$24,849 | \$25,619 | \$25,963 | \$26,793 |
| 1.5 | \$25,548 | \$26,340 | \$26,693 | \$27,547 |
| 1.6 | \$26,248 | \$27,062 | \$27,424 | \$28,302 |
| 1.7 | \$27,053 | \$27,892 | \$28,265 | \$29,170 |
| 1.8 | \$27,610 | \$28,466 | \$28,847 | \$29,770 |
| 1.9 | \$28,434 | \$29,315 | \$29,708 | \$30,659 |
| Level 2 | | | | |
| 2.1 | \$29,420 | \$30,332 | \$30,738 | \$31,722 |
| 2.2 | \$30,175 | \$31,110 | \$31,527 | \$32,536 |
| 2.3 | \$30,970 | \$31,930 | \$32,358 | \$33,393 |
| 2.4 | \$31,809 | \$32,795 | \$33,235 | \$34,298 |
| 2.5 | \$32,688 | \$33,701 | \$34,153 | \$35,246 |
| Level 3 | | | | |
| 3.1 | \$33,895 | \$34,946 | \$35,414 | \$36,547 |
| 3.2 | \$34,835 | \$35,915 | \$36,396 | \$37,561 |
| 3.3 | \$35,805 | \$36,915 | \$37,410 | \$38,607 |
| 3.4 | \$36,800 | \$37,941 | \$38,449 | \$39,680 |
| Level 2/3/4 | | | | |
| Step 1 | \$29,420 | \$30,332 | \$30,738 | \$31,722 |
| Step 2 | \$30,175 | \$31,110 | \$31,527 | \$32,536 |
| Step 3 | \$31,809 | \$32,795 | \$33,235 | \$34,298 |
| Step 4 | \$33,895 | \$34,946 | \$35,414 | \$36,547 |
| Step 5 | \$35,805 | \$36,915 | \$37,410 | \$38,607 |
| Step 6 | \$38,166 | \$39,349 | \$39,876 | \$41,152 |
| Step 7 | \$40,336 | \$41,586 | \$42,144 | \$43,492 |
| Level 4 | | | | |
| 4.1 | \$38,166 | \$39,349 | \$39,876 | \$41,152 |
| 4.2 | \$39,235 | \$40,451 | \$40,993 | \$42,305 |
| 4.3 | \$40,336 | \$41,586 | \$42,144 | \$43,492 |
| Level 5 | | | | |
| 1st year of service | \$42,456 | \$43,772 | \$44,359 | \$45,778 |
| 2nd year of service | \$43,889 | \$45,250 | \$45,856 | \$47,323 |
| 3rd year of service | \$45,378 | \$46,785 | \$47,412 | \$48,929 |
| 4th year of service | \$46,923 | \$48,378 | \$49,026 | \$50,595 |
| Level 6 | | | | |
| 1st year of service | \$49,407 | \$50,939 | \$51,621 | \$53,273 |
| 2nd year of service | \$51,096 | \$52,680 | \$53,371 | \$55,079 |
| 3rd year of service | \$52,844 | \$54,482 | \$55,173 | \$56,939 |
| 4th year of service | \$54,710 | \$56,406 | \$57,097 | \$58,924 |

| | Salary p.a. current EBA | Salary p.a. Date of registration (3.1 %) | Salary p.a. 1 Jan 98. Leave Loading (1.34 %) | Salary p.a. One year from registration (3.2 %) |
|---------------------|-------------------------|--|--|--|
| Level 7 | | | | |
| 1st year of service | \$57,572 | \$59,357 | \$60,048 | \$61,969 |
| 2nd year of service | \$59,552 | \$61,398 | \$62,089 | \$64,076 |
| 3rd year of service | \$61,706 | \$63,619 | \$64,310 | \$66,368 |
| Level 8 | | | | |
| 1st year of service | \$65,207 | \$67,228 | \$67,919 | \$70,093 |
| 2nd year of service | \$67,715 | \$69,814 | \$70,505 | \$72,761 |
| 3rd year of service | \$70,825 | \$73,021 | \$73,711 | \$76,070 |
| Level 9 | | | | |
| 1st year of service | \$74,709 | \$77,025 | \$77,716 | \$80,203 |
| 2nd year of service | \$77,333 | \$79,730 | \$80,421 | \$82,995 |
| 3rd year of service | \$80,326 | \$82,816 | \$83,507 | \$86,179 |
| Class 1 | \$84,852 | \$87,482 | \$88,173 | \$90,995 |
| Class 2 | \$89,378 | \$92,149 | \$92,840 | \$95,810 |
| Class 3 | \$93,901 | \$96,812 | \$97,503 | \$100,623 |
| Class 4 | \$98,427 | \$101,478 | \$102,169 | \$105,438 |

| | Salary p.a. current EBA | Salary p.a. Date of registration (1.8 %) | Salary p.a. 1 Jan 98. Leave Loading (1.34 %) | Salary p.a. One year from registration (3.2 %) |
|------------------------------|-------------------------|--|--|--|
| (2) Tea Attendants | | | | |
| On commencement | \$22,301 | \$22,702 | \$23,007 | \$23,743 |
| After 12 months | \$22,597 | \$23,004 | \$23,312 | \$24,058 |
| After 24 months & thereafter | \$22,853 | \$23,264 | \$23,567 | \$24,331 |

Tea attendants receive an initial 1.8 % salary increase because they are already on a standard 38 hour week in accordance with Clause 8.—Hours of the Catering Employees and Tea Attendants (Government) Award 1982, No. A34 of 1981.

Annualised leave loading is capped to a maximum payment not exceeding the Average Weekly Total Earnings of Males in Western Australia, as published by the Australian Bureau of Statistics (currently \$691.10).

APPENDIX B—SIGNATORIES TO AGREEMENT

This Agreement shall be lodged with the Western Australian Industrial Relations Commission for registration under Section 41 of the *Industrial Relations Act, 1979*.

Signed for and behalf of the Valuer General's Office by;

Roger Williams

Valuer General

Dated...29/12/97

Signed for and on behalf of the Civil Service Association of Western Australian Incorporated by—

Dave Robinson

Branch Secretary

Dated....13/1/98

Signed for and on behalf of the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch.

Helen Creed

General Secretary

Dated....12/1/98

SCHEDULE A—GRIEVANCE RESOLUTION POLICY

BACKGROUND

The Valuer General's Office is committed to providing a grievance resolution procedure within the workplace. Administrative Instruction 1001 sets out the general principles and standards for grievance resolution procedures. This policy covers the resolution of grievances other than those relating to—

- employees wages and conditions;
- equal opportunity issues such as discrimination, sexual harassment, etc.; and
- occupational safety and health.

POLICY

(1) Definition

Grievance resolution is the process by which solutions are sought for an employee's concerns about, or perceptions of,

unnecessary or unjustified personal hardship, detriment or annoyance resulting from management's actions or decisions in applying any Personnel Management System (eg: PDP) which directly affects the employee.

(2) Grievance Contact Officers

- (a) The Valuer General will appoint employees to act as grievance contact officers. Their role will be to advise staff members as to their rights with respect to this policy and to assist in resolving the grievance informally.
- (b) An employee who wishes to report a grievance is encouraged to first discuss the problem with a grievance contact officer.
- (c) An employee who then wishes to proceed should approach his/her supervisor or manager to discuss the issue, except where the employee believes that it would be inappropriate to do so. In the latter case the employee should take the grievance direct to the Branch Manager or, if he/she considers that inappropriate, to the Corporate Manager.
- (d) In taking a grievance to a Supervisor, Manager, or the Corporate Manager the employee may choose to be accompanied by a grievance contact officer.
- (e) If the grievance can be resolved after this initial contact then that should be done as quickly as possible. If further information is required or the supervisor or manager does not have the authority to make the decision, then the matter must be referred by the supervisor or manager to the appropriate level of management and the employee informed accordingly.
- (f) If the grievance is not resolved within what the aggrieved employee considers to be a reasonable time, the formal grievance resolution process should be initiated.

(3) Guidelines for Grievance Resolution (Formal)

- (a) An employee with a grievance, which he/she wishes to formally report, should submit in writing details of the grievance to the Branch Manager or, where he/she considers this to be inappropriate, to the Corporate Manager.
- (b) An employee who receives a written grievance shall immediately send a copy to the Valuer General together with advice as to who is to undertake an investigation.
- (c) The matter is to be thoroughly investigated by the Branch Manager or Corporate Manager or an employee delegated by either of those employees and a report prepared containing the following information—
 - (i) details of the grievance;
 - (ii) a summary of any investigations carried out;
 - (iii) record of any interviews;
 - (iv) facts established and, in particular, whether the grievance is considered to be justified;
 - (v) whether any action has been taken to resolve the grievance; and
 - (vi) whether any action is recommended to resolve the grievance.

This report must be submitted to the Valuer General, who will decide the appropriate course of action.

(4) Records

- (a) All papers relating to a grievance are to be placed on a separate grievance resolution file which is to be retained by the Human Resources Officer on a confidential basis.

(5) Other Remedies

- (a) If an employee is dissatisfied with the outcome of the grievance resolution process, the availability of any further recourse may be discussed with the Corporate Manager.
- (b) This Policy does not prevent the employee and/or employees the right to seek assistance or representation from a third party of their choice.

SCHEDULE B—HOME BASED WORK POLICY

BACKGROUND

The Valuer General is committed to contemporary management practice in recognition of the changing nature of work and its impact on personal life and the diverse needs of employees. Home Based Work is the practice of working at home or other location, using telecommunications technology, remote from an organisation's usual place of business.

Intent

The Valuer General seeks to maximise the potential advantages of home based work through its introduction in the Office. The potential advantages of home based work for employees are—

- Reduced travelling time and costs.
- Opportunities for those unable to leave the house such as people with particular disabilities.
- Greater flexibility in scheduling and more effective time management
- More casual working environment.
- Higher morale.
- Greater job satisfaction.
- Lifestyle improvements.
- A less disruptive working environment.

The potential advantages of home based work for employer's are—

- Increased productivity.
- Reduced sick leave.
- Reduced overhead costs.
- Reduced staff turnover and retention of valued employees.
- Improved personal performances.
- Greater "out of hours" use of computer resources.

Potential advantages of home based work for the community at large are—

- Reduced traffic congestion, accident levels and pollution.
- Rejuvenation of local communities.

Broad Principles

Implementation of this policy requires managers to consider the primary operating principles—

- Risk to the Office must be minimised.
- Long term efficiency of Office operations must be safeguarded and enhanced.
- Employees working from home must not be disadvantaged in comparison to other employees.

POLICY

(1) General

- (a) Working from home is not an entitlement, right or obligation and may only be entered into on a voluntary basis with a written agreement, covering all aspects of the arrangement, between management and employees.
- (b) Working from home is to be performed on the basis that employees will spend some of their working hours at their normal work location during ordinary hours of work. The ratio is to be agreed between management and employees.
- (c) Working from home is not the same as unscheduled, intermittent periods where an employee may work from home. In such cases, only the verbal agreement of the employee's immediate supervisor is required.
- (d) Working from home is not a substitute for dependent care.
- (e) An employee working from home is prohibited from contracting out his or her work.
- (f) Employees are prohibited from doing any other work or non-work related activity during the times agreed in the Working From Home Contract.
- (g) Employees working from home should have the same opportunities, rights and responsibilities as those employees in traditional arrangements.

- (h) Employees working from home will be entitled to all relevant provisions contained in applicable awards and agreements as well as being subject to the same policies, procedures and standards as those located at headquarters/traditional work location.
 - (i) All employees working from home will be covered by workers' compensation as they would be when working at their headquarters/traditional work location. That is, within pre-defined times and areas.
 - (j) The traditional work location shall remain as the employee's headquarters. No allowances will be paid for travel between an employee's home and their headquarters.
 - (k) A home based work arrangement may be altered or discontinued by agreement and at the request of either the manager or employee.
- (2) Approval
- (a) Before approval can be granted in respect of a home based work agreement, the manager and employee must agree to, and record, all matters specified in the Agreement Template attached.
 - (b) Approval to work from home will take into account the suitability of the position (eg client contact), technological requirements and impact upon the Office's services.
 - (c) Each application for a home based work arrangement is to be considered on an individual case by case basis.
 - (d) Approval of a home based work arrangement must have regard to the competency of an employee in undertaking work from home
 - (e) Attendance requirements need to be determined by agreement between the employee and manager and any variation should be sought in writing prior to any alteration of attendance requirement.
- (3) Responsibilities
- (a) The Office is responsible for the provision and maintenance of work related equipment and supplies, provided that the manager and employee may agree on an alternative arrangement if appropriate. Such alternative arrangements must be recorded.
 - (b) The Office is responsible for conducting regular home inspections to ensure occupational safety and health standards are being met and maintained.
 - (c) Employees who work from home have the same responsibility as other employees to meet deadlines, work standards and maintain communication in the workplace.
- (4) Delegation
- (a) The decision to allow employees to take up the option of working from home is delegated to the relevant Branch Manager who will seek advice from the employee's section manager or supervisor who should have consulted with their workplace team before recommending any work to be performed from home.
 - (b) A Branch Manager has the right to refuse to consent to a home based work arrangement and an employee may withhold his/her agreement to a proposed home based work arrangement.
- (5) Coverage
- (a) This policy applies to all employees of the Valuer General's Office who are covered by either the Valuer General's Office Enterprise Bargaining Agreement 1997 or Workplace Agreement Numbers 1 and 2 of 1997.
- (6) Disputes
- (a) All disputes relating to the operation of this policy will proceed firstly through the VGO Grievance Resolution Policy and then in accordance with the relevant Dispute Resolution Clause as contained in either the Enterprise Bargaining Agreement or Workplace Agreements.

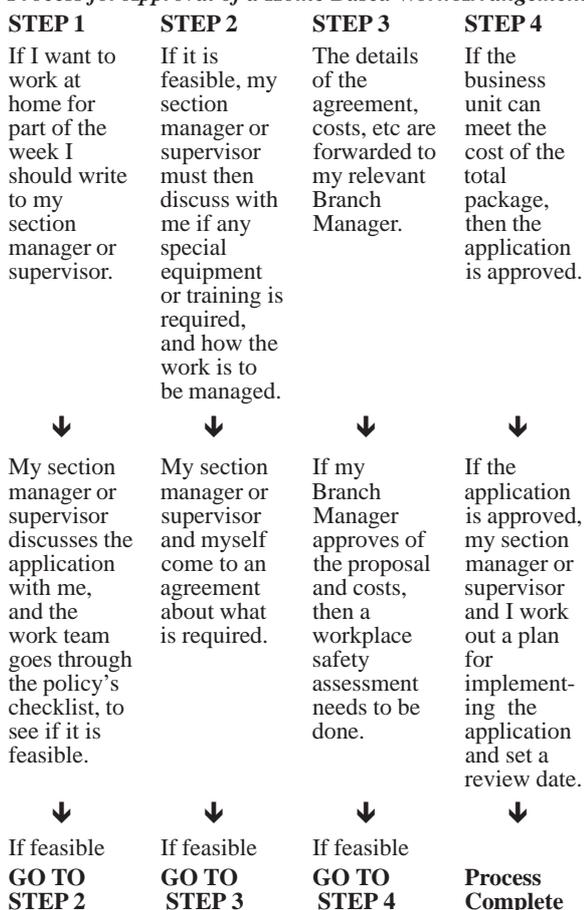
GUIDELINES

These guidelines aim to provide guidance to managers and staff on the implementation of home based work within their

sections. They set the minimum standards for allowing work at home and provide guidance on the legal and procedural issues surrounding working at home.

Issues relating to Workers' Compensation, Equal Employment Opportunity etc. are significantly complicated when working from home. Many of the issues relating to the applicability of such external regulation is unclear or not yet decided on by courts. This policy does not purport, nor is it intended, to constitute legal advice and does not contain a complete statement of the relevant legislation. This policy does, however, set out procedures that must be followed by employees of the Valuer General's Office in dealing with applications for working from home.

Process for Approval of a Home Based Work Arrangement



Terms And Conditions

Home workers will be entitled to all relevant provisions contained in the applicable awards and agreements as well as being subject to the same policies and procedures as those within their normal place of work. However, there are certain additional conditions specific to a home based work arrangement—

- home based work will be on the basis that the employee spends a designated period of time agreed between the employer and the employee of his/her usual weekly hours of duty at the office based site;
- as there may be considerable expense related to setting up a home it is intended that working from home will constitute a significant amount of the employee's working time.
- home work is not a substitute for dependant care;
- the Office is responsible for the provision and maintenance of work related equipment and supplies, unless varied by mutual agreement;
- employees are prohibited from doing any other work or non work related activity during the times agreed in the Working From Home Contract;
- Travel and motor vehicle allowances shall not be paid for travel between the employee's home and their headquarters.

Employees who work at home have the same responsibility as other employees to meet deadlines, work standards and maintain communication in the workplace. They need to be aware of their attendance requirements and get approval for any variation in attendance agreements.

Employees who are working from home should have the same opportunities as those employees in traditional arrangements, for example; opportunities to act in higher positions, and to participate in project teams and internal committees.

Occupational Safety and Health

Even though the employee is working at home, the home becomes the place of work for all safety and health considerations. "Home" includes not only any office but also the rest of the house and its environs, that is, any area within the boundaries of the property. It is therefore incumbent on the Office to ensure that the same safety and health precautions normally carried out in the workplace and applicable to the type of work being performed are also carried out in the employee's home. Specifically this entails—

- provision of ergonomically correct equipment for any work related tasks.
- assessment of any risk factors.
- assessment of the work environment in regard to lighting, air quality, safe access and egress.
- appropriate training.
- ongoing monitoring.

While it is the responsibility of the Office to provide any equipment necessary to do the job and ensure that this meets the Office's Occupational Safety and Health policies, it is the responsibility of the individual, as a result of an Occupational Safety and Health inspection, to make safe and keep safe their home. If the individual does not do this, it potentially opens the Office to prosecution, and therefore permission to work at home cannot be granted or continued.

The Office will regularly inspect the home based workplace to ensure that it meets Occupational Safety and Health regulations and a date and period of review is to be set on initial assessment. Should the home based workplace fail a safety inspection it is the responsibility of the employee to make it safe as soon as possible, otherwise continued permission to work at home will be revoked.

Determining when work related accidents occur is a difficult issue in regard to home based work. For this reason it is essential that diaries and timesheets are maintained and monitored on a regular basis.

The individual is covered for Workers' Compensation only when doing a task related to work, and within ordinary working hours as specified in the Working From Home Contract for that task.

Access To The Employee's Place Of Work

It is necessary for a variety of statutory reasons, and good management practices, to have reasonable access to the employee's place of work/home. Reasons include—

- contact by management or staff;
- union or employee representation;
- occupational safety and health assessment;
- maintenance of any equipment;
- disciplinary or grievance investigations;
- security reasons.

While it is recognised that the place of work is the employee's home, and therefore the employee has slightly different rights than if in an office environment, the fact that the employee has elected to work at home, means that access rights need to be negotiated before any approval to work at home is granted.

Any access negotiated does not remove any statutory right the Office may have for access to the person's "place of work", eg safety and health. For occupational safety and health inspections, security checks on confidential data and maintenance of equipment it would be considered courteous to give at least two working days notice.

When working at home it is reasonable to expect that access during normal working hours should be available to other Office employees with direct business with that employee. This

does not however give open access to the employee's home and courtesy should prevail in organising any meetings or required access.

Outside ordinary working hours, Office employees have no more rights to access than if the employee were working in an office environment. Exceptions may be in extremely unusual cases, for example, where urgent access is required to information which is only stored at that individual's home.

Cost Considerations

Managers need to balance the cost of setting up home based sites with the potential productivity gains made from staff retention and reduced absenteeism. Responsibility for expenses should be clearly articulated in the Working From Home Contract.

The section manager or supervisor and the individual employee need to negotiate the responsibility for the costs associated with one of their employees working from home. Mandatory costs for the Office will include the occupational safety and health assessment, and provision of work related equipment. Any such cost to the Office must be found within the individual business unit's budget allocation.

The individual will be responsible for some costs in working from home. These would be non-work related running costs of the workplace, for example, electricity, wear and tear of non-work related equipment, fixtures etc; and any transport costs which would not normally be undertaken if the person was working at their headquarters/traditional work environment.

Other issues to be considered may be taxation issues regarding deductibility and FBT; and IT help for employees using their own equipment. It is the employee's responsibility to investigate and understand the personal taxation implications of entering into a Working from Home Contract.

Reappraisal

Should the individual change positions, or homes, have substantial alterations made to the home, or act in a substantially different position, consideration needs to be given to conducting a new appraisal.

For new positions, or acting positions, the authorisation of the employee's immediate section manager or supervisor is all that would be required. However, if the employee changes homes then the new "worksites" must be appraised for occupational safety and health implications and approved by the relevant Branch Manager as soon as possible.

Equipment

It is the responsibility of the Valuer General's Office to provide employees with any equipment necessary to do their work as efficiently and effectively as at their headquarters/traditional place of work. This does not necessarily mean that exactly the same equipment is required, as might be found at their headquarters/traditional place of work.

The section manager or supervisor and the employee may agree on alternative arrangements if appropriate.

Job Redesign

In considering any application for working at home, all parties should consider the possibility of redesigning the job so that different tasks may be undertaken at the home site and the office site. For example, the home work site may be more suited to certain tasks than others, hence, those tasks suited to the home site could be completed at home and those more suited to the office site completed at the office.

Assessing if a Position is Appropriate for Home Based Work

Certain jobs are more suitable for home based work and include intellectual work, project work, research, report writing, policy analysis, case work, work which does not require input from other staff. Jobs requiring a high degree of public contact, interaction, specialist equipment, training responsibilities or team based work are usually not suitable for home based work.

If a job has a significant component of one or small component of more than one of the following characteristics then it is unlikely to be considered as suitable for home based work—

- the position requires a high degree of supervision or close scrutiny;

- the position requires direct client face to face contact at the work site;
- the position does not lend itself to objective performance monitoring;
- the position deals with highly confidential or secure documents that cannot be taken out of a particular work environment.
- the position requires the occupant to be a member of a team and that regular face to face contact on a daily basis with other team members at the office based site is an integral part of the job's responsibilities.

Competency and Training

Any application for a home based work arrangement must have consideration to the competency of an individual in undertaking work from home. A competent home based worker may need skills and training to successfully carry out those activities additional to the normal work functions performed. That is, an employee performing the duties of a position at home may need greater skills and training than an employee performing the duties of a similar position in the Office.

Skills may be required in regard to time management, organisational ability, communication, information management, human resource management, occupational health and safety, administration and the ability to work unsupervised.

Vocational training may be provided to assist in meeting these requirements.

Security

The Office deals with confidential information and in assessing any application for working at home it is the responsibility of the approving officer to ensure that any confidential information and documents have the same level of security at the employee's home, that would operate ordinarily in the workplace. It is still the responsibility of the individual, however, to maintain secure working practices wherever they work.

Security arrangements contained in the home based work arrangement should give due consideration to—

- security clearance of the home based worker
- general physical security of the employee's home
- access by family and friends to work
- protection of home computers and their links
- appropriate use of other communication links
- disposal of classified waste
- the employees obligation to report security incidents

Insurance, Zoning, Mortgages etc

Individuals applying for permission to work at home, should investigate any changes in their insurance liability. It is the responsibility of the individual to meet the cost of any extra insurance charges associated with working from home.

It is also the responsibility of the individual to ensure that they are in compliance with any planning regulations regarding using their home as their place of work and that any application to work at home does not compromise any other agreement associated with their home, for example, a mortgage.

Termination

If any item in the home based work agreement changes, or any significant event occurs which would alter the intent of the agreement, then all parties agree to re-evaluate the agreement as soon as possible.

A home based working arrangement may be terminated at any time at the request of the Office or the individual. If possible, either party must give reasonable notice of termination (minimum 10 working days) so that alternative working arrangements can be made. Neither party can unreasonably withhold agreement.

WORKING FROM HOME CHECKLIST

- Is the employee aware of his/her responsibilities in relation to working from home?
- Does the employee have the necessary level of competency to perform the duties of the position from a home base? What training may be required?

- Is the type of work to be performed suitable for home based employment?
- Has a representative from the Office's Occupational Safety and Health Committee examined the house and reported on its suitability for home based employment? (The report will need to include a statement on the suitability of the lighting, equipment, and furniture to be used).
- Has workers' compensation cover been arranged (the insurer will require a diagram showing the layout of the home, the rooms primarily to be used, as well as a copy of the working from home contract).
- Has the effect on insurance cover for public liability and equipment insurance been investigated? (A clause in the contract should be included which releases the Office from liability).
- For home based work on the basis of disability, has a medical certificate been obtained which states that the employee is able to work safely from home?
- Does the written agreement specify the days and hours to be worked at home, the days and hours to be worked at the office and the duration of the agreement to work at home?
- Is the workload commensurate with the number of hours worked?
- Is the employee aware of the specific tasks, goals and other work requirements associated with a working from home arrangement?
- Are there any specific furniture requirements and how much do they cost? (The hiring of equipment may be an option).
- Are the workplace attendance times of employees working from home scheduled so that they may attend important regular events such as staff meetings?
- Are strategies in place to ensure that employees working from home are kept informed of organisational changes and developments, developmental opportunities, vacancies, higher duties opportunities, activities and social functions during the time they are not in the workplace.
- Are employees working from home managed in an appropriate way, including regular feedback and support, work allocation and opportunities to participate within the organisation?
- Where applicable, have suitable dependant care arrangements been made?
- Have arrangements been made for IT support at the home office?
- In the case of IT equipment supplied by the employee, does it meet the Office's specifications.
- Has the allocation of costs been fully discussed and agreed upon? For example, telephone line rental, phone calls to the Office, hiring of equipment, cost of putting in a second telephone line etc.
- Have the taxation implications been investigated and understood by the employee.

AGREEMENT TEMPLATE

This template is designed to cover the minimum requirements for approving working at home. Variations may be agreed, however all parties should be very aware of agreeing to a condition which may put themselves, or the Office, in a situation where they may be liable for legal action. It must be signed by the employee wishing to work from home, their direct section manager or supervisor, and their relevant Branch Manager.

This is an agreement between the Valuer General of the Valuer General's Office and _____ (employee of the Valuer General's Office) enabling Mr/Ms _____ to work from home as specified in this contract.

1. Employee's name.
2. Employee's position indicating whether it is their substantive position.
3. The name and position of the employee's supervisor.
4. The employee's branch/section/unit.

5. The address and telephone number of the home based site.
 6. The duties to be performed (attach relevant performance agreement including agreed workplans, time frames and objectives).
 7. The days and hours of duty at the office site and at the home based site (including prescribed hours of duty for the purposes of flexitime, nine day fortnight, extratime and annualised hours where applicable).
 8. Duration of the arrangement, agreed date of review and agreed notice for termination.
 9. How the person is going to be kept informed of work place events, and how the individual will keep the Office informed of their work progress.
 10. Methods of measuring work performance, provided that, if possible, systems-based or automated work measurements are not the sole determiner.
 11. Details of the Office's assets and supplies to be used at the home based site and how these will be maintained.
 12. Details of employees assets and supplies to be used at the home based site for official use and how they will be maintained.
 13. Details of workspace and facilities to be provided when the employee attends the office based site.
 14. Safety and Health Assessment (including diagram of house and surrounds, identifying the principal areas of work).
 15. Local government approvals (if required).
 16. Statement absolving the Office of public liability while working from home.
 17. Costs for which the Office will be liable.
 18. Costs for which the individual will be liable.
 19. Agreed security measures.
 20. Access arrangements to the home based work site for safety and health inspections and other reasons such as contact by management and staff, maintenance of equipment etc..
 21. That the individual agrees that it is his/her responsibility to make and keep their home safe, to assess the personal implications of commencing home based work with respect to taxation, insurances, leasing and mortgage arrangements.
 22. That the Valuer General's Office agrees that it is responsible for the provision and maintenance of all work related equipment, unless varied by agreement, that it will keep the individual informed of workplace matters, and that the terms of employment that apply at the office based site also apply at the home based site.
- (g) "Ordinary travelling time" means time that an employee would have ordinarily spent in travelling once daily from the employee's home to the employee's usual headquarters and home again, by either public transport, or where continuing approval has been given to use a vehicle for official business, by that vehicle.
- (h) "Excess travelling time" means all time travelled on official business outside prescribed hours of duty and away from the employee's usual headquarters in accordance with subclause (7) of this Policy.
- (i) "Fortnightly salary" means an employee's substantive salary exclusive of any allowances such as the district allowance, personal allowance, qualifications allowance, efficiency allowance, service allowance, special allowance, or higher duties allowance unless otherwise approved by the Valuer General. Provided that a special allowance or higher duties allowance shall be included in "fortnightly salary" when extratime is worked on duties for which these allowances are specifically paid.
- (j) "Out of hours contact" shall include the following—
- (i) Standby—shall mean a written instruction to an employee to remain at the employee's place of employment during any period outside the employee's normal hours of duty, and to perform certain designated tasks periodically or on an ad hoc basis. Such employee shall be provided with appropriate facilities for sleeping if attendance is overnight, and other personal needs, where practicable.
Other than in extraordinary circumstances, employees shall not be required to perform more than two periods of standby in any rostered week.
This provision shall not replace normal extratime requirements.
 - (ii) On Call—shall mean a written instruction to an employee rostered to remain at the employee's residence or to otherwise be immediately contactable by telephone or paging system outside the employee's normal hours of duty in case of a call out requiring an immediate return to duty.
 - (iii) Availability—shall mean a written instruction to an employee to remain contactable, but not necessarily in immediate proximity to a telephone or paging system, outside the employee's normal hours of duty and be available and in a fit state at all such times for recall to duty.
"Availability" will not include situations in which employees carry paging devices or make their telephone numbers available only in the event that they may be needed for casual contact or recall to work. Subject to subclause (3) of this Policy recall to work under such circumstances would constitute emergency duty in accordance with subclause (6) of this Policy.

SCHEDULE C—EXTRA TIME POLICY

(1) For the purposes of this Policy, the following terms shall have the following meanings—

- (a) "Extra Time" means all work performed only at the direction of the Valuer General or a duly authorised employee outside the prescribed hours of duty.
- (b) "Emergency Duty" means duty by an employee required to return to duty, without prior notice, to meet an emergency at a time that the employee would not ordinarily have been on duty.
- (c) "Prescribed hours of duty" means an employee's normal working hours as prescribed by the Valuer General in accordance with Clause 24.—Hours of Duty of this Agreement. All time in excess of the prescribed hours of duty (over and above the maximum carry over in a settlement period under flexitime) is time in lieu of payment for extra time
- (d) "Duly authorised employee" means an employee or employees appointed in writing by the Valuer General for the purpose of authorising extratime.
- (e) "A day" shall mean from midnight to midnight.
- (f) "Public Service Holiday" means the days prescribed as Public Holidays or Public Service Holidays in Clause 20.—Public Holidays of the PSA.

(2) Extra Time

All work performed by direction of the Valuer General before or after the prescribed hours of duty on a weekday, on a Saturday, Sunday or Public holiday, shall be deemed as Extra Time and, subject to this Agreement, the employee shall be compensated for by being given paid time off in lieu of such Extra Time worked on an hour for hour basis.

For those employees authorised to operate a nine day fortnight, Extra Time will be credited for time worked in excess of 8 hours 27 minutes per day.

- (a) An employee who works Extra Time for a greater period than 30 minutes, shall be entitled to time off in lieu of payment in accordance with paragraph (b) of this subclause.
- (b) Time off in lieu
 - (i) Where the employee or the Valuer General or the duly authorised employee, so elects in

- writing prior to Extra Time being worked, time off in lieu of payment for extratime worked may be taken in accordance with the time ratios in subparagraph (iv) of this subparagraph.
- (ii) The employee shall be required to clear accumulated time off in lieu within three months of the extratime being performed, provided that by written agreement between the employee and the Valuer General, or duly authorised employee, time off in lieu of payment for extratime may be accumulated beyond three months from the time the extratime is performed so as to be taken in conjunction with periods of approved leave.
- (iii) If the department is unable to release the employee to clear such leave within three months of the extratime being performed, and no further agreement prescribed in subparagraph (ii) of this paragraph is reached, then the employee shall be paid for the extratime worked at the ordinary hourly rate.
- (iv) Time off in lieu for extratime shall be calculated on an hourly basis in accordance with the following formula—
- (aa) Weekdays
For hours worked outside the prescribed hours of duty on any one weekday at the rate of normal time—
- (bb) Saturdays
For hours worked on any Saturday, at the rate of normal time.
- (cc) Sundays
For all hours on any Sunday, at the rate of normal time
- (dd) Public Service Holidays
For hours worked during prescribed hours of duty on any Public Service Holiday at the normal rate of time.
- (c) Annual Leave/Long Service Leave
An employee directed to return to duty during periods of annual or long service leave shall be deemed to be no longer on leave for the duration of that period of duty.
- (i) If the employee is directed to return to duty during a period of leave during prescribed hours of duty, then that employee shall be re-credited with that leave for the same number of hours of duty performed.
- (ii) If the employee is directed to return to duty during a period of leave outside of prescribed hours of duty, then that employee shall be entitled to time off in lieu of payment for extratime in accordance with this subclause.
- (d) Time Worked Past Midnight
Where an employee is required to work a continuous period of extratime which extends past midnight into the succeeding day, the time worked after midnight shall be included with that worked before midnight for the purpose of calculation of time off in lieu of payment provided for in this subclause.
- (e) Minimum Periods for Return to Duty
- (i) An employee, having received prior notice, who is required to return to duty—
- (aa) on a Saturday, Sunday or Public Service Holiday, otherwise than during prescribed hours of duty, shall be entitled to time off in lieu of payment in lieu of payment at the rate in accordance with paragraph (b) subparagraph (iv) of this subclause for a minimum period of one and one half hours;
- (ii) For the purpose of this subclause, where an employee is required to return to duty more than once, each duty period shall stand alone
- in respect to the application of minimum period time off in lieu of payment except where the second or subsequent return to duty is within any such minimum period.
- (iii) The provisions of this subparagraph shall not apply in cases where it is customary for an employee to return to the place of employment to perform a specific job outside the prescribed hours of duty, or where the extratime is continuous (subject to a meal break) with the completion or commencement of prescribed hours of duty.
- (f) Extratime at a Place Other than Usual Headquarters
- (i) When an employee is directed to work extratime at a place other than usual headquarters, and provided that the place where the extratime is to be worked is situated in the area within a radius of fifty (50) kilometres from usual headquarters, and the time spent in travelling to and from that place is in excess of the time which an employee would ordinarily spend in travelling to and from usual headquarters, and provided such travel is undertaken on the same day as the extratime is worked, then such excess time shall be deemed to form part of the extratime worked.
- (ii) Except as provided in paragraph (e) of subclause (5) and paragraph (b) of subclause (6) of this Policy, when an employee is directed to work extratime at a place other than usual headquarters, and provided that the place where the extratime is to be worked is situated outside the area within a radius of fifty (50) kilometres from usual headquarters and the time spent in travelling to and from that place is in excess of the time which the employee would ordinarily spend in travelling to and from usual headquarters, then the employee shall be granted time off in lieu of such excess time spent in actual travel in accordance with subclause (7) of this Policy.
- (g) Ten Hour Break
- (i) When extratime is worked, a break of not less than ten hours shall be taken between the completion of work on one day and the commencement of work on the next, without loss of salary for ordinary working time occurring during such absence.
- (ii) Provided that where an employee is directed to return to or continue work without the break provided in subparagraph (i) of this paragraph then the employee shall be granted time off in lieu at double the ordinary rate until released from duty, or until the employee has had ten consecutive hours off duty without loss of salary for ordinary working time occurring during such absence.
- (iii) The provisions of subparagraphs (i) and (ii) of this paragraph, shall not apply to employees included in subclause (5) of this Policy.
- (3) Cases where extratime provisions do not apply
- (a) Except as provided in paragraph (b) of this subclause, time off in lieu of payment for extratime or excess travelling time, shall not be approved in the following cases—
- (i) Employees whose maximum salary or maximum salary and allowance in the nature of salary exceeds that as determined for Level 5 as prescribed by Clause 22.—Salaries of this Agreement.
- (ii) Employees whose work is not subject to close supervision.
- (b) (i) Where it appears just and reasonable, the Valuer General may approve time off in lieu

of payment for extratime to any employee referred to in paragraph (a) of this subclause.

- (aa) Employees at Level 6 and above can be credited extratime if directed in writing by the Valuer General to carry out specific additional duties.
- (ii) When an employee who is not subject to close supervision is directed by the Valuer General to carry out specific duties involving the working of extratime, and provided such extratime can be reasonably determined by the employee's supervisor, then such employee shall be entitled to time off in lieu of payment for extratime worked in accordance with paragraph (2) subparagraph (b) of this Policy.
- (4) Meal Allowances
- (a) A minimum break of 30 minutes shall be made for meals between 5.30am and 7.30am, between 12.00 noon and 2.00pm and between 4.30pm and 6.30pm when extratime duty is being performed.
- (b) Except in the case of emergency, an employee shall not be compelled to work more than five hours extratime duty without a meal break. At the conclusion of a meal break, the calculation of the five hour limit recommences.
- (c) An employee required to work extratime of not less than two hours, and who actually purchases a meal shall be reimbursed upon production of receipts in accordance with Schedule H.—Overtime of the PSA, in addition to any time off in lieu of payment for extratime to which that employee is entitled.
- (d) An employee working a continuous period of extratime who has already purchased one meal during a meal break in accordance with paragraph (c) of this subclause, shall not be entitled to reimbursement for the purchase of any subsequent meal in accordance with Schedule H.—Overtime of the PSA until that employee has worked a further five hours extratime from the time of the last meal break.
- (e) If an employee, having received prior notification of a requirement to work extratime, is no longer required to work extratime, then the employee shall be entitled, in addition to any other penalty, to reimbursement for a meal previously purchased upon production of receipts in accordance with Schedule H.—Overtime of the PSA.

(5) Out of Hours Contact

- (a) Except as otherwise agreed, an employee who is required by the Valuer General or a duly authorised employee to be on "out of hours contact" during periods off duty shall be paid an allowance in accordance with the following formulae for each hour or part thereof the employee is on "out of hours contact".

Standby

Level 2 (minimum) weekly rate $\frac{1}{38} \times \frac{38}{100}$

On Call

Level 2 (minimum) weekly rate $\frac{1}{38} \times \frac{19}{100}$

Availability

Level 2 (minimum) weekly rate $\frac{1}{38} \times \frac{19}{100} \times \frac{50}{100}$

Such allowances are contained in Schedule H—Overtime of the PSA.

Provided that payment in accordance with this paragraph shall not be made with respect to any period for which time off in lieu of payment is made in accordance with the provisions of subclause (2) of this Policy when the employee is recalled to work.

- (b) When an employee is required to be "on call" or "availability" and the means of contact is to be by telephone the Office shall—
- (i) Where the telephone is not already installed, pay the cost of such installation.

- (ii) Where an employee pays or contributes towards the payment of the rental of such telephone, pay the employee 1/52nd of the annual rental paid by the employee for each seven days or part thereof on which an employee is rostered to be "on call" or "availability".
- (iii) Provided that where as a usual feature of the duties an employee is regularly rostered to be on "on call" or "availability", pay the full amount of the telephone rental.
- (c) An employee shall be reimbursed the cost of all telephone calls made on behalf of the employer as a result of being on out of hours contact.
- (d) Where an employee rostered for "on call" or "availability" is recalled to duty during the period for which the employee is on "out of hours contact" then the employee shall receive time off in lieu of payment for hours worked in accordance with subclause (2) of this Policy.
- (e) Where an employee rostered for "on call" or "availability" is recalled to duty, the time spent travelling to and from the place at which duty is to be performed, shall be included with actual duty for the purposes of extratime.
- (f) Minimum time off in lieu provisions do not apply to an employee rostered for "out of hours contact" duty.
- (g) An employee in receipt of an "out of hours contact" allowance and who is recalled to duty shall not be regarded as having performed emergency duty in accordance with subclause (6) of this Policy.
- (h) Employees subject to this clause shall, where practicable, be periodically relieved from any requirement to hold themselves on "standby", "on call" or "availability".
- (i) No employee shall be on out of hours contact after the last working day preceding a period of annual leave or long service leave.

(6) Emergency Duty

- (a) Where an employee is required to return to duty to meet an emergency at a time when he or she would not ordinarily have been on duty, and no notice of such call was given prior to completion of usual duty on the last day of work prior to the day on which called on duty, then if called to duty—
- (i) on a Saturday, Sunday or Public Service Holiday, otherwise than during prescribed hours of duty he/she shall be entitled to time in lieu of payment at the rate in accordance with subclause (2) of this Policy for a minimum period of three hours;
- (ii) before or after the prescribed hours of duty on a weekday he/she shall be entitled to time in lieu of payment at the rate in accordance with subclause (2) of this Policy for a minimum period of two and a half hours.
- (b) Time spent in travelling to and from the place of duty where the employee is actually recalled to perform emergency duty shall be included with actual duty performed for the purpose of extratime.
- (c) An employee recalled for emergency duty shall not be obliged to work for the minimum period if the work is completed in less time, provided that an employee called out more than once within any such minimum period shall not be entitled to any further time in lieu of payment for the time worked within that minimum period.
- (d) Where an employee is required to work beyond the minimum period on the first or subsequent recall for emergency duty, the additional time worked at the conclusion of that minimum period shall be deemed extratime in accordance with the appropriate rate in subclause (2) of this Policy.
- (e) Where an employee is recalled for a second or subsequent period of emergency duty outside of the initial minimum period, the employee shall be entitled to time in lieu of payment for a new minimum

period, and the provisions of this subclause shall be re-applied.

- (f) For the purpose of this subclause, no claim for time in lieu of payment shall be allowed in respect of any emergency duty, including travelling time, which amounts to less than 30 minutes.

(7) Excess Travelling Time

An employee eligible for time in lieu of payment for extratime, who is required to travel on official business outside normal working hours and away from usual headquarters shall be granted time off in lieu of such actual time spent in travelling, otherwise than during prescribed hours of duty, provided that—

- (a) such travel is undertaken at the direction of the Valuer General;
- (b) such travel shall not include—
 - (i) time spent in travelling by an employee on duty at a temporary headquarters to the employee's home for weekends for the employee's own convenience;
 - (ii) time spent in travelling by plane between the hours of 11.00 pm and 6.00 am;
 - (iii) time spent in travelling by train between the hours of 11.00 pm and 6.00 am;
 - (iv) time spent in travelling by ship when meals and accommodation are provided;
 - (v) time spent in travel resulting from the permanent transfer or promotion of an employee to a new location;
 - (vi) time of travelling in which an employee is required by the department to drive, outside ordinary hours of duty, a departmental vehicle or to drive the employee's own motor vehicle involving the payment of mileage allowance, but such time shall be deemed to be extratime in accordance with subclause (2) of this Policy. Passengers, however, are entitled to the provisions of this subclause.
 - (vii) time spent in travelling to and from the place at which extratime or emergency duty is performed, when that travelling time is already included with actual duty time for time in lieu of payment for extratime.

- (c) Time off in lieu will not be granted for periods of less than 30 minutes.
- (d) Where such travel is undertaken on a normal working day, time off in lieu is granted only for such time spent in travelling before and/or after the usual hours of duty which is in excess of the employee's ordinary travelling time.
- (e) Where the urgent need to travel compels an employee to travel during the employee's usual lunch interval such additional travelling time is not to be taken into account in computing the number of hours of travelling time due.
- (f) In the case of an employee absent from usual headquarters, not involving an overnight stay, the time spent by the employee, outside the prescribed hours of duty, in waiting between the time of arrival at place of duty and the time of commencing duty, and between the time of ceasing duty and the time of departure by the first available transport shall be deemed to be excess travelling time.
- (g) In the case of an employee absent from usual headquarters that does involve an overnight stay, the time spent by the employee, outside the prescribed hours of duty, in waiting between the time of ceasing duty on the last day and the time of departure by the first available transport shall be deemed to be excess travelling time.

(8) Special Conditions

Any group of employees whose duties necessarily entail special conditions of employment shall not be subject to the prescribed hours of duty as defined in Clause 24.—Hours of Duty of this Agreement if the Valuer General so determines.

SCHEDULE D—COMPASSIONATE LEAVE POLICY

(1) Compassionate Leave on Bereavement

An employee is entitled to paid compassionate leave of up to 3 days on the death of—

- (a) the spouse or de facto spouse of an employee (including a spouse from whom the employee is separated);
- (b) the child or stepchild, or grandchild of an employee;
- (c) the father, mother (including a guardian of dependant children), stepfather, stepmother, father-in-law or mother-in-law of an employee; or
- (d) brother, sister, grandfather or grandmother of an employee;
- (e) any other person who, immediately before that person's death, lived with the employee as a member of the employee's family;

provided that the funeral of such a relation is held on one of the days of leave granted.

(2) Compassionate Leave on Incapacitating Illness

- (a) An employee is entitled to paid compassionate leave of up to three days in any one calendar year, in respect of the incapacitating illness of the spouse or dependant child of the employee.
 - (i) An employee employed on a fixed term contract of more than twelve months is eligible for leave in accordance with this subclause.
 - (ii) Part-time employees are eligible for leave in accordance with this subclause, on a pro rata basis calculated in accordance with the following formula—

$$\frac{\text{hours worked per fortnight}}{76} \times \frac{22 \text{ hours } 48 \text{ minutes}}{1}$$

- (iii) An employee employed on a fixed term contract of less than 12 months is eligible for leave in accordance with this subclause, on a pro rata basis calculated in accordance with the following formula—

$$\frac{\text{Period of Contract}}{76} \times \frac{22 \text{ hours } 48 \text{ minutes}}{1}$$

- (b) Compassionate Leave on Incapacitating Illness will be granted provided that—
 - (i) the employee establishes to the satisfaction of the Valuer General or delegated officer that the spouse or child is in need of the assistance of the employee and that no other person is available for this purpose.
 - (ii) A Doctor's certificate in respect of the incapacitating illness is provided to the Valuer General where Compassionate Leave on Incapacitating Illness exceeds 2 consecutive working days.

(3) Proof in Support of Claim

The right to paid compassionate leave shall be dependant on compliance with the following conditions—

- (a) the employee shall give the Valuer General or delegated officer notice of intention to take such leave as soon as reasonably practicable;
- (b) the employee shall provide satisfactory evidence of such death or incapacitating illness, if so requested by the Valuer General;
- (c) the employee shall not be entitled to leave under this Policy in respect, of any period which coincides with any other period of leave entitlement under this Agreement or otherwise.

(4) The provisions of this Policy also apply to—

- (a) part-time employees;
- (b) an employee employed on a fixed term contract.

SCHEDULE E—PARENTAL LEAVE POLICY

(1) An employee is entitled to take up to 52 consecutive weeks of unpaid leave in respect of—

- (a) the birth of a child to the employee or the employee's spouse; or
- (b) the placement of a child with the employee with a view to the adoption of the child by the employee.

(2) An employee is not entitled to take parental leave unless he or she has—

- (a) before the expected date of birth or placement, completed at least twelve months continuous service with the Public Sector; and
- (b) given the employer at least 10 weeks written notice of intention to take the leave.

(3) Where both employees are employed by the Valuer General only one employee will be entitled to take parental leave at the same time but this subclause does not apply to one week's parental leave—

- (a) taken by the male parent after the birth of the child; or
- (b) taken by the employee and the employee's spouse after a child has been placed with them with a view to their adoption of the child.

(4) An employee who has given notice of intention to take parental leave, or who is actually taking parental leave is to notify the Valuer General of any period of parental leave taken or to be taken by the employee's spouse in relation to the same child. The entitlement to parental leave is reduced by any period of parental leave taken by the employee's spouse in relation to the same child except for the period of one week's leave referred to in subclause (3) of this Policy.

(5) An employee who has given notice to take parental leave must notify the Valuer General of the starting and finishing dates of the period of parental leave and will be subject to the Valuer General's approval.

(6) An employee who has given notice to take parental leave, other than for adoption, is to provide to the Valuer General a certificate from a medical practitioner confirming the pregnancy and the expected date of birth.

(7) The female employee who has given notice of her intention to take parental leave, other than for adoption, is to start the leave six (6) weeks before the expected date, however an employee may apply to the Valuer General to vary this period provided her application is supported by a certificate from a registered medical practitioner indicating that the employee is fit to continue duty within this minimum period.

(8) An employee proceeding on parental leave may elect to take a shorter period of parental leave in accordance with subclause (7) of this Policy, and may at any time during that period of leave elect to extend or reduce the period of the original application within the limitations of the provisions of subclause (1) and (4) of this Policy.

(9) Where an employee who is expecting a child has not applied for leave in accordance with the provisions of this Policy, and does not have express approval of the Valuer General for continued employment, the Valuer General may direct the employee to take parental leave, and may determine the date on which such leave shall commence. Should the employee not comply with the direction, disciplinary action may be taken against her.

(10) An employee proceeding on parental leave may elect to utilise—

- (a) accrued annual leave
- (b) accrued long service leave

for the whole or part of the period referred to in subclause (1) of this clause. The periods of leave referred to in paragraphs (a) and (b) of this subclause which are utilised, shall be paid leave.

(11) On finishing parental leave and subject to the VGOs requirements, an employee is entitled to the position the employee held immediately before starting parental leave.

(12) Absence on parental leave does not break the continuity of service of an employee, however, parental leave should be treated like leave without pay and is not to be taken into

account when calculating the period of service for a purpose of salary increments, sick leave credits, long service leave and annual leave.

(13) Absence of an employee which has been permitted in accordance with the provisions of this Policy shall not be deemed absent on sick leave.

(14) A part-time employee shall have the same entitlement to parental leave as full-time employees.

(15) An employee employed on a fixed term contract shall have the same entitlement to parental leave, however the period of leave granted shall not extend beyond the term of that contract.

WATER CORPORATION CONDITIONS AGREEMENT 1997. No. AG 332 of 1997.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Water Corporation
and

The Australian Liquor, Hospitality and Miscellaneous
Workers Union, Miscellaneous Workers Division, Western
Australian Branch and Others.

No. AG 332 of 1997.

Water Corporation Conditions Agreement 1997.

CHIEF COMMISSIONER W.S. COLEMAN.

3 March 1998.

Order.

HAVING heard Mr K. Provost on behalf of the Applicant and Ms S. Ellery on behalf of the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch, Mr B. Krygsman on behalf of the Australian Workers' Union, West Australian Branch, Industrial Union of Workers, Ms Doyle on behalf of the Civil Service Association of Western Australia Incorporated, Mr G. Sturman on behalf of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers Western Australian Branch, and Mr J. Murie on behalf of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering and Electrical Division, WA Branch and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Water Corporation Conditions Agreement 1997 be registered in accordance with the following Schedule and shall have effect from the beginning of the first pay period commencing on or after the 11th day of December 1997.

(Sgd.) W.S. COLEMAN,
Chief Commissioner.

[L.S.]

Schedule.

SECTION ONE — PRELIMINARY

CLAUSE 1.1—TITLE

This Agreement shall be known as the Water Corporation Conditions Agreement 1997. It replaces the Water Corporation (Enterprise Bargaining) Agreement 1996 (No. AG338 of 1995) and the Water Corporation (Salaries, Allowances and Conditions) Agreement 1996 (No. PSA AG12 of 1995). This Agreement is to be read in conjunction with the Water Corporation Pay and Allowances Agreement 1997, which contains the other conditions of employment not specified in this Agreement.

CLAUSE 1.2 — ARRANGEMENT

SECTION ONE — PRELIMINARY

- Clause 1.1 Title
- Clause 1.2 Arrangement
- Clause 1.3 Parties Bound
- Clause 1.4 No Further Claims
- Clause 1.5 Precedence Over Awards
- Clause 1.6 Term of Agreement
- Clause 1.7 Renewal of Agreement
- Clause 1.8 Definitions
- Clause 1.9 Contract of Service
- Clause 1.10 Part-time Employment
- Clause 1.11 Casual Employment

SECTION TWO — CONDITIONS MATTERS

- Clause 2.1 Hours
- Clause 2.2 Annual Leave
- Clause 2.3 Public Holidays
- Clause 2.4 Long Service Leave
- Clause 2.5 Sick Leave
- Clause 2.6 Parental Leave
- Clause 2.7 Leave Without Pay
- Clause 2.8 Bereavement Leave
- Clause 2.9 Leave to Attend Union Business
- Clause 2.10 Trade Union Training Leave
- Clause 2.11 Leave for Training With Defence Force Reserves
- Clause 2.12 Leave for International Sporting Events
- Clause 2.13 Witness and Jury Service Leave
- Clause 2.14 Ceremonial Leave
- Clause 2.15 Leave for Emergency Service Volunteers
- Clause 2.16 Leave To Attend Local Government Business
- Clause 2.17 Study Assistance

SECTION THREE — MONEY MATTERS

- Clause 3.1 Method of Payment
- Clause 3.2 Overtime Rates
- Clause 3.3 Shift Work Allowance
- Clause 3.4 Living Away From Home and Travelling Allowances
- Clause 3.5 Remote Location / District Allowances
- Clause 3.6 Transfer / Disturbance Allowances
- Clause 3.7 Motor Vehicle Allowances
- Clause 3.8 Removal / Property Allowances
- Clause 3.9 Relieving Allowances
- Clause 3.10 Fares
- Clause 3.11 Lump Sum and Incentive Payments

SECTION FOUR — LOCAL AGREEMENTS

- Clause 4.1 Local Work Groups May Enter into Local Agreements
- Clause 4.2 Purpose of Local Agreements
- Clause 4.3 Form and Content of Local Agreements
- Clause 4.4 Consultation to Create Local Agreements
- Clause 4.5 Ratification of Local Agreements
- Clause 4.6 Local Agreements to Take Precedence
- Clause 4.7 Dispute Resolution Procedure

SECTION FIVE — MISCELLANEOUS

- Clause 5.1 Transitional Arrangements
- Clause 5.2 Time and Pay Records
- Clause 5.3 Notification of Change
- Clause 5.4 Right of Entry
- Clause 5.5 Copies of Agreement
- Clause 5.6 Dispute Resolution Procedure
- Clause 5.7 Leave
- Clause 5.8 Salary Packaging
- Clause 5.9 Adjustment of Allowances
- Clause 5.10 Monitoring and Implementation
- Clause 5.11 Protective Clothing
- Clause 5.12 Signatories

SECTION SIX—APPENDICES

- Schedule A—District Electrical Technicians
- Schedule B—Mobile Mechanical Fitters
- Schedule C—Rangers
- Schedule D—Apprentices
- Schedule E—Pumpers North West Region
- Schedule F—Timetable for Payments

CLAUSE 1.3—PARTIES BOUND

This Agreement is an agreement made under Part VI B of the Workplace Relations Act 1996 in respect of—

the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Division, WA Branch and; the Australian Workers Union, for those classifications prescribed in Table (B), Clause 2.2—Rates of Pay of the Water Corporation Pay and Allowances Agreement 1997

This Agreement is an agreement made under Section 41 of the Industrial Relations Act 1979 in respect of—

the Civil Service Association of Western Australia (Inc) for those classifications prescribed in Table (A), Clause 2.2—Rates of Pay of the Water Corporation Pay and Allowances Agreement 1997 and;

the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers, Western Australian Branch for those classifications prescribed in Tables (B) and (C), Clause 2.2—Rates of Pay of the Water Corporation Pay and Allowances Agreement 1997 and;

the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia for those classifications prescribed in Table (C) Clause 2.2—Rates of Pay of the Water Corporation Pay and Allowances Agreement 1997 and;

the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Division, WA Branch for those classifications prescribed in Tables (C) and (D), Clause 2.2—Rates of Pay of the Water Corporation Pay and Allowances Agreement 1997.

Subject to Clause 4.6, this Agreement applies to and binds the Corporation, all persons (except those in managerial positions who are or become parties to common law contracts) who are employees of the Corporation during the operation of this Agreement and also applies to and binds the following organisations—

Australian Liquor Hospitality and Miscellaneous Workers Union, Miscellaneous Division, WA Branch
(ALHMWU)

The Australian Workers Union, (AWU)
Civil Service Association of Western Australia (Inc)
(CSA)

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers, Western Australian Branch
(AMWU)

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering & Electrical Division, Western Australian Branch
(CEPU)

except that the provisions of a Local Agreement made under Section Four shall apply to and bind only employees in the Division, Branch, Region or the part of a Branch or Region specified in that Local Agreement and the relevant unions.

This Agreement will cover an estimated 2074 employees at the date of registration.

CLAUSE 1.4—NO FURTHER CLAIMS

The parties to this Agreement undertake that for the duration of this Agreement there shall be no further pay increases sought or granted, except for those provided under the terms of this Agreement or provided for in a National or State Wage Case Decision.

CLAUSE 1.5—PRECEDENCE OVER AWARDS

Where the terms of an award covering employees covered by this Agreement are inconsistent with the terms of this Agreement, the Agreement shall prevail to the extent of any such inconsistency. The relevant awards are—

Awards of the Australian Industrial Relations Commission
the Australian Worker's Union (Western Australian Public Sector) Award 1992;

the Metropolitan Water Supply Sewerage and Drainage Employees Western Australia Award 1988.

Awards of the Western Australian Industrial Relations Commissions

the Government Water Supply, Sewerage and Drainage Foremens Award 1984;

the Government Water Supply, Sewerage and Drainage Employees Award 1981.

CLAUSE 1.6—TERM OF AGREEMENT

This Agreement shall operate from the beginning of the first pay period to commence on or after the date on which it is certified under Part VIB of the Workplace Relations Act 1996 and registered under Section 41 of the Industrial Relations Act 1979, or if it is so certified and so registered on different dates, the later of the two dates, and remain in force for a period of 3 years thereafter.

CLAUSE 1.7—RENEWAL OF AGREEMENT

At least 6 months prior to the expiry of this Agreement the parties shall indicate their intentions with respect to a replacement for this Agreement.

CLAUSE 1.8—DEFINITIONS

“**Agreement**” means the Water Corporation Conditions Agreement 1997 incorporating any variations thereto and including all Local Agreements.

“**Local Agreement**” means an agreement made under Section Four.

“**Pay and Allowances Agreement**” means the Water Corporation Pay and Allowances Agreement 1997 but excluding Local Agreements.

“**Corporation**” means the Water Corporation established under Section Four of the Water Corporation Act 1995.

“**Metropolitan Area**” means within the boundaries of the Corporation’s Perth Region.

“**Valid Majority**” means either a majority of the employees employed at a particular time whose employment is or will be subject to an agreement or, if the decision is made by a vote, a majority of the employees who cast a valid vote decide, or genuinely decide, that they want to make the agreement or give the approval.

“**Local Area**” means a Division, Region, Branch or, in exceptional circumstances as agreed between the parties, part of a Region or Branch.

CLAUSE 1.9—CONTRACT OF SERVICE

(A) (i) The Corporation may engage employees for—

- (a) an indefinite period or;
- (b) a fixed term period or;
- (c) on a part time basis or;
- (d) on a casual basis.

(ii) For the purposes of this Agreement—

- (a) Indefinite Period means employment under the provisions of this clause, other than fixed term, part-time or casual.
- (b) Fixed Term means that the employee shall be advised in writing of the terms of the appointment and such advice shall specify the dates of commencement and termination of employment.
- (c) Part Time means employment under the provisions of clause 1.10 of this Agreement.
- (d) Casual means employment under the provisions of clause 1.11 of this Agreement.

(B) Employment may be terminated by the giving of the appropriate period of notice in accordance with subclause (C) of this clause, or the payment or forfeiture of the ordinary pay for the period of notice not given.

| (C) Employee’s period of continuous service with the Corporation | Period of notice |
|--|------------------|
| Not more than 1 year | At least 1 week |
| More than 1 year but not more than 3 years | At least 2 weeks |
| More than 3 years but not more than 5 years | At least 3 weeks |
| More than 5 years | At least 4 weeks |

In addition to the above notice, employees over 45 years of age with a minimum of 2 years service at the time of termination by the Corporation, shall be entitled to an additional 1 weeks notice.

CLAUSE 1.10—PART-TIME EMPLOYMENT

(A) Definitions

- (i) “Part-Time” employment is defined as regular and continuing employment of less than 38 hours per week.
- (ii) A “Part-Time” position shall be one which has discrete functions and responsibilities, but arranged in such a way as to be consistent with job redesign and multi-skilling.

(B) Part-Time Agreement

- (i) Each part-time arrangement shall be confirmed in writing and shall include the agreed period of the arrangement, and the agreed hours of duty in accordance with subclause (C) of this clause.
- (ii) A change to any part-time arrangement or an agreement to revert to full-time employment shall be confirmed in writing.
- (iii) The conversion of a full-time employee to part-time employment can only be implemented with the written consent or by written request of that employee. No employee may be converted to part-time employment without such employees prior agreement.

(C) Hours of Duty

- (i) Except as agreed between the Corporation and relevant union, the parameters for the working of ordinary hours shall be 6.00am to 6.00pm.
- (ii) The Corporation shall specify in writing before a part-time employee commences duty, the prescribed weekly and daily hours of duty for the employee including starting and finishing times each day.
- (iii) Unless otherwise agreed to by the employee, the Corporation may only vary an employee’s starting and finishing times by the giving of 1 month’s notice. The Corporation shall not vary the employee’s total weekly hours of duty without the employee’s prior written consent.

If agreement is reached to vary an employee’s ordinary working hours pursuant to this subclause—

- (a) Time worked to 7.6 hours on any day is not to be regarded as overtime, even if it is an extension of the usual contract hours for that day, and shall be paid at the normal rate of pay.
- (b) Additional days worked, up to a total of 5 days per week, Monday to Friday, are also regarded as an extension of the contract and shall be paid at the normal rate.

(D) Payment

An employee who is employed on a part-time basis shall be paid a proportion of the appropriate full-time rate according to time worked, calculated in the following manner—

$$\frac{\text{Hours worked per fortnight}}{76} \times \frac{\text{Pay Rate}}{1}$$

(E) Leave

- (i) A part-time employee shall be entitled to the same leave and conditions prescribed in this Agreement for full-time employees.
- (ii) Payment to an employee proceeding on annual leave or long service leave shall be calculated on a pro-rata basis having regard to any variations to the employee’s ordinary working hours during the accrual period.
- (iii) Sick leave shall be paid at the current rate, but only for those hours on the days that would normally have been worked had the employee not been on such leave.

(F) Holidays

A part-time employee shall be allowed the prescribed Public Holidays without deduction of pay in respect of each holiday which is observed on a day ordinarily worked by the part-time employee.

CLAUSE 1.11—CASUAL EMPLOYMENT

(A) Definition

- (i) “Casual Employee” means an employee engaged by the hour not exceeding 1 calendar month.

- (ii) Casual employment is limited to peaks in work load, irregular demands and other short term needs.

(B) Payment

- (i) A casual employee shall be paid for each ordinary hour worked at the appropriate classification contained in Clause 2.2—Rates of Pay of the Water Corporation Pay and Allowances Agreement 1997 in accordance with the following formula—

$$\frac{\text{Fortnightly Pay Rate}}{76} + 20\%$$

The 20% loading is in lieu of annual leave, sick leave, long service leave and payment for public holidays.

(C) Conditions of Employment

- (i) Where expenses are directly and necessarily incurred by a casual employee in the ordinary performance of such employee's duties, the employee shall be entitled to reimbursement in accordance with the provisions of this Agreement.
- (ii) Nothing in this Agreement shall confer indefinite or fixed term employee status to a casual employee.
- (iii) The employment of a casual employee may be terminated at any time by the casual employee or the Corporation giving to the other 1 hour's notice. In the event of either party failing to give the required notice, 1 hour's pay shall be paid or forfeited.

SECTION TWO — CONDITIONS MATTERS

CLAUSE 2.1—HOURS

(A) Ordinary Hours

Subject to the provisions of subclause (B) of this clause, the ordinary hours of duty shall be 76 hours per fortnight worked over 10 days, Monday to Friday, unless otherwise agreed by the relevant parties to this Agreement.

- (i) Ordinary hours shall be worked between 6am and 6pm, unless mutually agreed otherwise.
- (ii) Employees shall not work longer than 5 hours without a break for a meal, unless mutually agreed otherwise.
- (iii) Employees shall not work longer than 12 hours on any day, except in an emergency.
- (iv) Hours of duty are exclusive of an unpaid meal break of a minimum of 30 minutes each day.

(B) Other Working Arrangements

- (i) Ordinary hours of duty may be varied so as to make provisions for—
- the attendance of employees for duty on a Saturday, Sunday, or Public Holiday;
 - the performance of shift work including work on Saturdays, Sundays, or Public Holidays; and
 - the nature of the duties of an employee or class of employees in fulfilling the responsibilities of their position,

either by agreement between the relevant parties or by determination by the relevant industrial relations tribunal.

(ii) Nine Day Fortnight

Subject to taking into account the interests of the customer, the business and the employee, the ordinary hours of work shall be 76 hours per fortnight worked over 9 days, Monday to Friday. In such cases—

- Ordinary hours shall be 8.5 hours on 8 days with 1 day of 8 hours, or 9 days of 8.44 hours per day.
- Employees shall be granted 1 Rostered Day Off each fortnight.
- Employees may elect to take time in lieu or payment at single time if required to work during ordinary hours on a Rostered Day Off.
- Employees may accumulate a maximum of 5 days in lieu.

- (e) Employees are entitled to 1 day in lieu if a Public Holiday falls on a Rostered Day Off.

- (f) Days in lieu shall be taken at a time mutually agreed between the employee and the Corporation.

Provided that the 9 day fortnight shall continue in operation in those areas where it currently applies unless, as a result of changed circumstances it is agreed by the parties, or determined by the relevant industrial relations tribunal, that it is no longer in the best interests of the customer or the business or the employees.

(iii) Flexible Working Hours

Subject to taking into account the interests of the customer, the business and the employee, the ordinary hours of work shall be an average of 152 hours per 4 week period. In such cases—

- Hours during which an employee must attend for duty shall be determined in advance and may only be varied by the giving of 1 month's notice in writing by the Corporation or by mutual agreement.
- Employees may accumulate a maximum credit of 38 hours and maximum debit of 7.6 hours
- Credits may be taken as flexi leave at times which suit the requirements of the work area. The Corporation shall not unreasonably withhold approval.
- On termination, accumulated credit hours will be paid and any debit hours deducted from an employee's final pay.

(C) Special Work Arrangements

- (i) Special work arrangements varying the ordinary hours prescribed in subclause (A) may be entered into at the request of either the Corporation or the employee. Special work arrangements take account of requirements for the efficient and effective performance of particular jobs or projects and shall be limited to the duration of the particular job or project for which they are designed.
- (ii) Introduction of special work arrangements require—
- the proposed special arrangement must be documented and explained to all affected employees;
 - the proposed special work arrangements must be agreed to in writing by all affected employees;
 - the agreement must be forwarded to the relevant union/s for consideration and ratification at least 2 weeks prior to commencing the arrangement;
 - the agreement requires ratification by the relevant unions and shall not be unreasonably withheld by the union/s.

(D) Annualised Hours

- Annualised hours may be utilised to enable longer hours to be worked in periods where there are peak workload requirements due to seasonal or other factors and shorter hours when the workload is lower.
- Annualised hours arrangements may only be entered into by mutual agreement between the Corporation, employees and relevant unions.
- Annualised working hours will operate in the following way—
 - an employee is paid at the rate of 38 hours per week throughout the year;
 - work on Saturdays or Sundays is considered normal time;
 - where work out of hours or on weekends is a regular requirement of the employee's duties this shall be taken into account in the hourly rate agreed for the work;
 - on termination of employment an employee is paid for any accumulated credit hours at

- ordinary time or any money owed for debit hours is deducted from the employee's final pay;
- (e) clearance of credit hours will be by mutual agreement and approval should not be unreasonably withheld.
- (iv) Annualised arrangements are not available to employees classified above the equivalent of pay point 17 prescribed in the Water Corporation Pay and Allowances Agreement 1997, Clause 2.2—Rates of Pay, Table (A).
- (E) Home Based Work
- (i) Definitions
- (a) "Home Based Site" means a private dwelling agreed between the Corporation and the employee.
- (b) "Home Based Employee" means an employee who is authorised in accordance with this subclause to work from a home based site.
- (c) "Home Based Work" means regular performance of ordinary hours of duty at the home based site.
- (d) "Usual Work Site" means the location where the employee would ordinarily work if there were no home based work arrangement.
- (ii) Terms and Conditions
- (a) This subclause will apply to an employee who is authorised to perform ordinary hours of duty or part thereof at a home based site.
- (b) The employee's home based site will be deemed to be the employee's headquarters for the purposes of payment of allowances and other arrangements.
- (c) The status of the home based employee will be identical to that of a non-home based employee. All relevant agreements, policies and legislation shall apply and be binding.
- (d) The employee shall agree to maintain an accurate record of hours worked including work carried out at the home based work site. The employee is to be contactable during periods in which home based work is carried out and available for communication with the Corporation.
- (e) The home based work site may be used for overtime provided that separate written agreement is reached prior to the commencement of overtime. Overtime hours of work will be agreed in writing and paid in accordance with the overtime provisions of this Agreement. A copy of the written agreement will be held by both the employee and the Corporation for the period during which the overtime is carried out at the home based site.
- (f) Home based work will be on the basis that the employee spends a designated period of time, agreed between the Corporation and the employee, of the employee's usual weekly hours of duty at the usual work site.
- (g) The Corporation will be responsible for the provision and maintenance of Corporation equipment in a condition that complies with the Western Australian Occupational Safety and Health Act 1984 and the provision of supplies as set out in paragraph (iv) of this subclause, provided that the Corporation and the employee may agree on any alternative arrangements if appropriate. Such alternative arrangements must be recorded.
- (h) An employee in a home based work arrangement shall not contract out the work being paid for by the Corporation.
- (i) The Corporation shall ensure home based employees have the same opportunities for career development and training as non home based employees. In particular—
- (a) a home based employee will carry out such duties as are within the limits of the employee's skill, competence and training and job description; and
- (b) an employee working at the home based site will be expected to undertake appropriate work-related training, occupational safety and health training and staff development and shall receive notification of career and training opportunities available; and
- (c) such training may include change to work design, work organisation and technical developments in the employee's field of employment; and
- (d) such training should occur in work time, at either the usual work site or in a recognised training centre.
- (iii) Initiation of and Approval for Home Based Work
- (a) Home based work is not a right or an entitlement nor an obligation and may only be entered into on a voluntary basis, with either party initiating the proposal or maintaining the right of refusal. An employee may only initiate a proposal for home based work in respect of—
- (i) that employee's substantive position; or
- (ii) a position in which the employee is temporarily performing duties.
- (b) Each application for a home based work arrangement is to be considered on a case by case basis.
- (c) The parties acknowledge that a home based work arrangement generally will not be appropriate when an employee is on a return to work program, particularly a graduated return to work program following an injury as a result of work. Should it be considered appropriate to initiate a home based work arrangement in these circumstances the Corporation and employee must consult the employee's approved rehabilitation provider prior to commencing such an arrangement.
- (d) A home based work arrangement is not a substitute for dependant care.
- (e) The Corporation shall advise the employee that it is the employee's responsibility to assess the personal implications of commencing home based work with respect to taxation, insurances, leasing or mortgage arrangements.
- (f) Arrangements may be for a fixed or indefinite period.
- (g) The Corporation shall provide the relevant union with a quarterly report of home based work arrangements.
- (iv) Requirements for Approval
- (a) Before approval can be given for a home based work arrangement to commence, the Corporation and the employee must agree to the following matters—
- (i) The address, telephone number, facsimile number and E-mail address of the home based site.
- (ii) The duties to be performed.
- (iii) The days and hours of duty at the usual work site and at the home based site.
- (iv) Duration of the arrangement and agreed period of notice for purposes of terminating the arrangement.
- (v) The specific facilities to be used at the home based site.
- (vi) The method of disseminating Corporation communication bulletins to the

- home based employee where access to that information may be reduced.
- (vii) Methods of measuring work performance, provided that systems-based automated work measurements will not be used as the sole means for determining or monitoring individual work performance.
 - (viii) Details of Corporation assets and supplies to be used at the home based site, including maintenance arrangements.
 - (ix) Details of employee's assets and supplies to be used at the home based site for official use, including maintenance and insurance coverage.
 - (x) Details of workspace and facilities to be provided when the employee attends the usual work site.
 - (xi) Any alterations to the workplace and facilities that may be required resulting from occupational safety and health legislation.
- (b) All matters listed in paragraph (iv) and the matters listed hereunder shall be recorded—
- (i) The employee's name.
 - (ii) The employee's position indicating whether it is the employee's substantive position.
 - (iii) The name and position of the employee's supervisor.
 - (iv) The employee's division/branch/region/area/centre.
 - (v) Agreed security measures and occupational safety and health requirements.
- (v) Job Characteristics Not Considered Appropriate for Home Based Work
- (a) Employees performing the duties of a position where the position could be described as having at least one of the following characteristics will not be considered for home based work—
 - (i) the position requires a high degree of supervision or close scrutiny;
 - (ii) the position requires a direct client face to face contact on a frequent basis without the option of easily rescheduling;
 - (iii) the position does not lend itself to objective performance monitoring of outcomes;
 - (iv) the position requires the occupant to be a member of a team and that regular direct face to face contact on a daily basis with other team members at the usual work based site is an integral part of the job's responsibilities or;
 - (v) the position has other characteristics which the Corporation and the relevant union considers are unsuitable for home based work.
- (vi) Access Arrangements
- (a) The parties acknowledge that the Corporation will from time to time need to obtain access to a home based site and that the relevant union may also wish to visit a member while he or she is working from a home based site. The parties also acknowledge that only the Corporation may require urgent access under the terms of this clause.
 - (b) The parties also acknowledge that the consent of the home based employee is required before access can be obtained to a home based work site.
 - (c) Unless urgent access is required to a home based work site, or the home based work employee agrees otherwise, on a case by case basis, the employee must be given at least 2 clear days notice. Neither the Corporation nor the union/s will apply pressure to reduce this notice period.
- (d) The purposes for which the Corporation may require urgent access to a home based work site are—
- (i) Maintenance of faulty equipment.
 - (ii) Occupational safety and health purposes.
 - (iii) Urgent security and audit purposes; and
 - (iv) Other purposes agreed between the Corporation and the employee and the relevant union.
- (e) The purposes for which non-urgent access may be sought include but are not limited to—
- (i) Routine maintenance of equipment and supplies.
 - (ii) Assessing and monitoring security arrangements of equipment and documents.
 - (iii) Routine occupational safety and health assessments.
 - (iv) Supervision where usual work based supervision would not be adequate.
- (vii) Alteration or Termination and Re-negotiation
- (a) In the event of re-negotiation as a result of the commencement of a return to work program, the employee's approved rehabilitation provider must be consulted.
 - (b) A home based working arrangement may be—
 - (i) altered or discontinued by agreement at the request of the Corporation or the employee, and neither party will unreasonably withhold agreement to alter or discontinue the arrangement;
 - (ii) terminated by the Corporation due to operational requirements, including where the employee unreasonably withholds consent with respect to access by the Corporation in accordance with paragraph (vi), after 4 weeks' notice;
 - (iii) terminated by the Corporation on grounds of inefficiency of the arrangements, after 4 weeks' notice; or
 - (iv) terminated by the Corporation in the event of failure to comply with occupational safety and health or security arrangements.
 - (c) Where an arrangement is terminated in accordance with this subclause the employee will be provided with written reasons at the time when the notice is given. In accordance with the principles of natural justice, the employee shall be given 2 weeks to reply to the written reasons and the Corporation will give due consideration to any response provided.
- (viii) Review of Home Based Work Arrangements
- (a) A joint review shall be commenced by the parties to this Agreement, 3 months prior to expiration of this Agreement.
 - (b) The review will be based on survey data obtained from participating employees and Corporation human resource units.
 - (c) All information relevant to the review will be provided to the relevant unions prior to the conduct of the review.
 - (d) The terms of reference of the joint review will include appropriate terms to evaluate—
 - (i) any need for reimbursement of additional net costs incurred by home based employees;

- (ii) any need to revise security arrangements for home based work; and
 - (iii) the need for a further review; or
 - (iv) any other matters deemed appropriate.
- (e) The parties agree to consider other characteristics beyond those set out in subclause (v) which may be inappropriate for home based work, specifically arrangements that could involve continuous and repetitive keyboarding.

CLAUSE 2.2—ANNUAL LEAVE

(A) Definitions

- (i) **Anniversary Date**—is the date on which an employee is employed by the Corporation, or the date on which an employee is engaged North of 26° South Latitude, or the date on which the employee is engaged as a 7 day shift employee.
- (ii) **Accrued Leave**—is the leave an employee is entitled to after completion of 12 months continuous service between the employee's anniversary dates.
- (iii) **Pro rata Leave**—is the proportion of leave an employee is entitled to calculated from the employee's anniversary date to the date of cessation of employment.

(B) Entitlement

- (i) The provisions of this clause do not apply to casual employees.
- (ii) Each employee is entitled to 4 weeks (152 hours) paid leave for each 12 months of service.
- (iii) Where the contract is for a period of less than 12 months, the entitlement is calculated on a pro-rata basis for the period of the contract.
- (iv) A part-time employee shall be granted annual leave in accordance with this clause, however payment to a part-time employee proceeding on annual leave shall be calculated having regard for any variations to the employee's ordinary working hours during the accrual period.
- (v) In computing the annual leave due under this clause, no deduction shall be made from such leave in respect of the period that an employee is absent on a public holiday or in respect of any continuous period of absence through sickness not exceeding 3 calendar months.
- (vi) Any approved period of absence from work caused through accident sustained in the course of employment shall not be deemed to be a break in continuity of service, but the first 6 months only of any such continuous period shall count as service for the purpose of computing annual leave.
- (vii) Absence from work on leave without pay, other than situations expressed in (v) and (vi) of this clause, is deemed a break in continuity of service for the purpose of calculating annual leave entitlements.
- (viii) A 7 day shift employee, i.e. a shift employee who is rostered to work regularly on Sundays and holidays shall be allowed 38 hours leave in addition to the leave to which the employee is otherwise entitled under this clause.
- (ix) An employee with 12 months continuous service engaged for part of a qualifying 12 monthly period as a 7 day shift employee shall be entitled to have the period of annual leave under this clause increased by 0.7308 hours for each week continuously so engaged, up to a maximum of 38 hours additional leave entitlement.
- (x) **Compaction of Annual Leave**

An employee who, during an accrual period was subject to variations in ordinary working hours or whose ordinary working hours during the accrual period are less than the employee's ordinary working hours at the time of commencement of annual leave, may elect to take a lesser period of annual leave calculated by converting the average ordinary working hours

during the accrual period to the equivalent ordinary hours at the time of commencement of annual leave.

(C) Pro-rata Annual Leave

- (i) An employee who proceeds on annual leave and who ceases duty before completing the required continuous service to accrue the leave, must refund the value of the unearned portion, calculated at the rate of pay at the date the leave was taken, but no refund is required in the event of the death of an employee.

(D) Additional Leave for the North West

- (i) Subject to Clause 5.7, Leave Reserved, subclause (A), employees whose headquarters are located North of 26° South Latitude shall receive an additional 5 working days (38 hours) annual leave on the completion of each year of continuous service in the region.
- (ii) In addition to the leave prescribed in paragraph (i) of this subclause, employees engaged as Pumpers shall be entitled to an additional 5 working days (38 hours) annual leave for each year of continuous service. This leave is not subject to the loading prescribed in subclause (G) of this clause.
- (iii) An employee who proceeds on annual leave before having completed the necessary 12 months of continuous service may be given approval for the additional 5 working days leave provided the leave is taken at the Corporation's convenience and provided the employee returns to that region to complete the necessary service.
- (iv) Where an employee who has served continuously for at least 12 months North of the 26° South Latitude, leaves the region because of promotion or transfer, the employee shall be entitled to a pro-rata leave credit.
- (v) Where payment in lieu of pro-rata annual leave is made on the death, resignation or retirement of an employee in the region, in addition to the payment calculated on a 4 week basis, payment may be made for the pro-rata entitlement.

(E) Other Additional Leave

Every employee other than an employee referred to in subclause (D) of this clause, to whom the Corporation has granted annual leave in excess of 4 weeks because of special circumstances, shall be credited with such additional leave on a pro-rata basis.

(F) Taking of Annual Leave

- (i) Except as hereinafter provided leave will generally be taken in periods of not less than 1 week (38 hours). By mutual agreement, an employee may elect to take leave in periods of less than a week, up to a maximum of 5 days cumulative per calendar year.
- (ii) On written application, an employee shall be paid in advance when proceeding on annual leave.
- (iii) An employee may take annual leave during the year in which it accrues or any time thereafter, but the time during which the leave may be taken is subject to mutual agreement between the employee and the Corporation.
- (iv) When work is closed down for the purpose of allowing annual leave to be taken, employees with less than an accrued entitlement shall be entitled to take leave in advance.

(G) Leave Loading

- (i) Subject to the provisions of paragraphs (iii) and (vii) of this subclause, a loading equivalent to 17.5% of the normal pay rate is payable to employees proceeding on annual leave, including accrued annual leave.
- (ii) Subject to the provisions of paragraphs (iii) and (vii) of this subclause, shift workers who are granted an additional week's penalty leave when proceeding on annual leave including accrued annual leave shall be paid—
 - (a) shift and weekend penalties the employee would have received had the employee not proceeded on annual leave, or;

- (b) a loading equivalent to 20% of the normal pay rate for 5 weeks leave;
whichever is the greater.
- (iii) Maximum Loading
- (a) Subject to the provisions of paragraph (v) of this subclause the loading is paid on a maximum of 4 weeks annual leave, or 5 weeks in the case of shift workers who are granted an additional weeks' penalty leave. Payment of the loading is not made on additional leave granted for any other purpose.
- (b) Maximum payment shall not exceed statistic of the average weekly total earnings of all males in Western Australia, as published by the Australian Bureau of Statistics, for the September quarter of the year immediately preceding that in which the leave commences.
- (c) Maximum payment to shift workers who are granted an additional week's penalty leave shall not exceed 5/4th of that prescribed in paragraph (b).
- (iv) Annual leave commencing in any year and extending without a break into the following year attracts the loading calculated on the pay rate applicable on the day the leave commenced.
- (v) The loading payable on approved accrued annual leave shall be at the pay rate applicable at the date the leave is commenced. Under these circumstances an employee can receive up to the maximum loading for the approved accumulated annual leave in addition to the loading for the current year's entitlement.
- (vi) A pro-rata loading is payable on periods of approved annual leave less than 4 weeks.
- (vii) Effect of Higher Duties Allowance, Allowances and Shiftwork
- (a) For employees paid in accordance with Clause 2.2—Rates of Pay, Table (A) of the Water Corporation Pay and Allowances Agreement 1997 the loading is calculated on the normal fortnightly pay rate including any allowances which are paid as a regular fortnightly or annual amount. Any allowance paid to an employee for undertaking additional or higher level duties is only included if the allowance is payable during that period of normal annual leave as provided in the Water Corporation Pay and Allowances Agreement 1997, Clause 2.6—Higher Responsibility Allowance, subclauses (A) and (B).
- (b) For employees paid in accordance with Clause 2.2 Rates of Pay Tables (B), (C), and (D) of the Water Corporation Pay and Allowances Agreement 1997 the loading is calculated on the pay rate the employee has received for the greatest portion of the calendar month prior to taking the leave. In the case of a shift employee the pay rate includes penalties associated with a roster or projected shift, including Saturday and Sunday shifts.
- (viii) Where payment in lieu of accrued or pro-rata annual leave is made on the death, retirement, redundancy or completion of a fixed term contract of an employee, a loading calculated in accordance with the terms of this clause is to be paid on accrued and pro-rata annual leave.
- (ix) When an employee resigns, or ceases employment, or where an employee is dismissed from the Corporation, annual leave loading shall be as follows—
- (a) Accrued entitlements to annual leave—a loading calculated in accordance with the terms of this clause for accrued annual leave is to be paid.
- (b) Pro-rata annual leave—no loading is to be paid.
- (x) Part-time employees shall be paid a proportion of the annual leave loading at the pay rate applicable, provided that the maximum loading payable shall be calculated in accordance with the following—
- | Hours of Work
Per Fortnight | | Maximum loading in
accordance with subclause
(iii)(b) of this clause |
|--------------------------------|---|--|
| 76 | X | 1 |
- (xi) An employee who proceeds on annual leave and who ceases duty other than by resignation or dismissal, before completing the required continuous service to accrue the leave must refund the value of the unearned portion of leave loading but no refund is required in the event of the death of an employee.
- (xii) An employee who proceeds on annual leave and resigns or is dismissed from the Corporation must refund the value of the loading paid for leave other than accrued leave.
- (H) Annual Leave Travel Conditions
- (i) Subject to Clause 5.7 Leave Reserved, subclause (A) the additional benefits applying to employees in non metropolitan area locations shall continue to apply as they apply at the date of registration of this agreement.
- (ii) Employees Paid In Accordance With Clause 2.2.—Rates Of Pay Table (A) Of The Water Corporation Pay And Allowances Agreement 1997.
- (a) The travel concessions contained in Table (iv) of this subclause are provided to employees and their dependents when proceeding on annual leave. Provided the amounts involved are no greater than for travel to either Perth or Geraldton from headquarters situated in Areas 3,5 and 6, and in that portion of Area 4 located north of 30° South latitude of Clause 3.5 Remote Location /District Allowances, employees and their dependants may travel to any location of their choosing.
- (b) Employees are required to serve 12 months in these areas before qualifying for travel concessions. However, employees who have less than 12 months service in these areas and who are required to proceed on annual leave to suit the Corporation's convenience will be allowed the concessions. The concession may also be given to an employee who proceeds on annual leave before completing 12 months service provided that the employee returns to the area to complete 12 months service at the expiration of the period of leave.
- (c) The mode of travel is to be at the discretion of the Corporation.
- (d) Travel concessions not utilised within 12 months of becoming due will lapse.
- (e) Part-time employees are entitled to travel concessions on a pro rata basis according to the usual number of hours worked per week. Travelling time shall be calculated on a pro rata basis according to the number of hours worked.
- (f) Employees, other than those designated in paragraph (ii) (a) whose headquarters are situated 240 kilometres or more from Perth General Post Office and who travel to Perth for their annual leave may be granted by the Corporation reasonable travelling time to enable them to complete the return journey.
- (iii) Employees Paid In Accordance With Clause 2.2—Rates Of Pay Table (B),(C) And (D) Of The Water Corporation Pay And Allowances Agreement 1997
- (a) The travel concessions contained in Table (iv) of this subclause are provided to employees and their dependents when proceeding on annual leave. Provided the amounts involved are no greater than for travel to Perth from headquarters situated in Areas 3,5 and 6 and in that portion of Area 4 located north of 30° South

latitude of Clause 3.5 Remote Location /District Allowances, employees and their dependants may travel to any location of their choosing.

- (b) Employees are required to serve 12 months in these areas before qualifying for travel concessions. However, employees who have less than 12 months service in these areas and who are required to proceed on annual leave to suit the Corporation's convenience will be allowed the concessions. The concession may also be given to an employee who proceeds on annual leave before completing 12 months service provided that the employee returns to the area to complete 12 months service at the expiration of the period of leave.
- (c) The mode of travel is to be at the discretion of the Corporation.
- (d) Travel concessions not utilised within 12 months of becoming due will lapse.

(iv) Travel Conditions Table

| Approved Mode of Travel | Travel Concession | Travelling Time |
|-------------------------|---|---|
| (a) Air | Air fare for the employee, dependent spouse and dependent children | One day Each way |
| (b) Road | Full motor vehicle allowance rates, but reimbursement not to exceed the cost of the return air fare for the employee, dependent spouse and dependent children, travelling in the motor vehicle. | North of 20° South Latitude—two and one half days each way. Remainder—two days each way. |
| (c) Air and Road | Full Motor Vehicle allowance rates for car trip, but reimbursement not to exceed the cost of the return air fare for the employee, Air fares for the dependent spouse and dependent children. | North of 20° South Latitude—two and one half days each way. Remainder—two days each way. |

CLAUSE 2.3—PUBLIC HOLIDAYS

(A) The following public holidays as published in the Government Gazette by the Western Australian Government, from time to time, shall be allowed as holidays—

New Year's Day, Australia Day, Good Friday, Easter Monday, Christmas Day, Boxing Day, Anzac Day, Sovereign's Birthday, Foundation Day, Labour Day provided that—

- (i) where any of the days mentioned in this subclause falls on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday or when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday, provided that where any day falls on a rostered day off, the rostered day off shall be observed on the next ordinary working day.
- (ii) when any of the days observed as a holiday under this clause falls on a day when a rostered shift employee is rostered off duty and the employee has not been required to work on that day the employee shall be paid as if the day was an ordinary working day, or if the employee agrees, be allowed a day's leave with pay in lieu of the holiday at a time mutually acceptable to the Corporation and the employee.

(B) The Corporation may approve another day to be taken in lieu of those days referred to in subclause (A) of this clause.

(C) Employees, other than casual employees, not required to work on a day solely because that day is a Public Holiday, are entitled to be paid as if they worked on that day.

(D) Part-time employees have the same entitlement to Public Holidays as full time employees, paid on a pro-rata basis.

CLAUSE 2.4—LONG SERVICE LEAVE

(A) (i) Subject to subclause (K) Transitional Arrangements, each employee who has completed a period of 7 years of continuous service shall be entitled to 13 weeks long service leave on full pay, and an additional 13 weeks long service leave on

full pay for each subsequent period of 7 years of continuous service completed.

(ii) Long Service Leave may be taken in a number of periods on full or half pay provided that no period shall be less than 4 weeks, except where the employee demonstrates to the Corporation that it would be unreasonable not to allow the employee to take a period of not less than a week (38 hours) on full pay.

(B) Clearing Long Service Leave

Employees are required to clear each full accrued entitlement to long service leave prior to the next entitlement falling due.

(C) A part-time employee shall have the same entitlement to long service leave as full time employees, however payment made during such periods of long service leave shall be adjusted according to the hours worked by the employee during that accrual period.

(D) Continuous Service

(i) For the purpose of determining an employee's long service leave entitlement, continuous service includes;

- (a) an absence from duty on full or part pay;
- (b) a continuous absence on sick leave without pay up to 3 months;
- (c) a continuous absence on workers compensation up to 6 months;
- (d) an absence on an Australian Institute of Sport scholarship;
- (e) an absence on military training, but only if the difference between the employee's military pay and the employee's civilian pay is made up, or would, but for the fact that the employee's military pay exceeds the employee's civilian pay, be made up by the Corporation;
- (f) an absence on approved leave to attend Trade Union Training courses or on approved leave to attend Trade Union business; or
- (g) service with the Corporation as an apprentice, provided that appointment to the Corporation occurs at the completion of the period of apprenticeship.

(ii) For the purpose of determining an employee's long service leave entitlement, continuous service does not include;

- (a) the employee's absence on parental leave;
- (b) the employee's absence on approved leave without pay in excess of 14 working days cumulative, except that specified in D(i)(b) and (c) of this clause;
- (c) any service of an employee who resigns, is dismissed or whose services are otherwise terminated other than service prior to such resignation, dismissal or termination when that prior service has actually entitled the employee to the long service leave under this clause;
- (d) any period of service that was taken into account in ascertaining the amount of a lump sum payment in lieu of long service leave;
- (e) any period during which an employee is employed as a casual; or
- (f) absence of an employee on Long Service Leave prior to the operative date of this Agreement where the employee was employed under the Water Corporation (Salaries, Allowances & Conditions) Agreement 1996;

(E) For employees paid in accordance with the Water Corporation Pay and Allowances Agreement 1997, Clause 2.2—Rates of Pay, Table (A), a long service leave entitlement which fell due prior to March 16, 1988 amounted to 3 months. A long service leave entitlement which falls due on or after that date shall amount to 13 weeks.

(F) Any Public Holiday occurring during an employee's absence on long service leave shall be deemed to be a portion of the long service leave and extra days in lieu thereof shall not be granted.

(G) An employee who has elected to retire at or over the age of 55 years and who will complete not less than 12 months continuous service before the date of retirement may make application to the Corporation to take pro-rata long service leave before the date of retirement, based on continuous service of a lesser period than that prescribed by this clause for a long service leave entitlement.

(H) Compaction of Leave

(i) An employee who, during an accrual period was subject to variations in ordinary working hours or whose ordinary working hours during the accrual period are less than the employee's ordinary working hours at the time of commencement of long service leave, may elect to take a lesser period of long service leave calculated by converting the average ordinary working hours during the accrual period to the equivalent ordinary hours at the time of commencement of long service leave.

(ii) Notwithstanding subclause (E) of this clause, an employee who has elected to compact an accrued entitlement to long service leave in accordance with paragraph (i) above, shall only take such leave in any period on full pay.

(iii) Employees may take cash in lieu of long service leave in conjunction with any period of long service leave, provided that the period of leave to be cashed out shall not exceed the amount of leave being taken.

(I) District allowance shall not be paid during long service leave unless the family or dependants of the employee remain in the district and only for the period they do so remain.

(J) Pro-rata Payments

(i) If the employment of an employee ends before the employee has completed the first or further qualifying periods in accordance with subclause (A)(i) of this clause, payment in lieu of long service leave proportionate to the employee's length of service shall not be made unless the employee—

(a) has completed a total of at least 3 years' continuous service and the employee's employment has been ended by the Corporation for reasons other than serious misconduct; or

(b) is not less than 55 years of age and resigns, but only if the employee has completed a total of not less than 12 months' continuous service prior to the day the resignation takes effect; or

(c) has completed a total of not less than 12 months' continuous service and the employee's employment is ended by the Corporation on account of incapacity, ill health or the result of an accident; or

(d) dies after having served continuously for not less than 12 months before the employee's death and leaves a spouse, children, parent or invalid brother or sister dependant on the employee in which case the payment shall be made to such spouse or other dependant; or

(e) has completed a total of not less than 3 years' continuous service and resigns due to pregnancy or in order to enter an In Vitro Fertilisation Programme provided the employee produces written confirmation from an appropriate medical authority of the dates of involvement in the programme.

(ii) Notwithstanding the provisions of paragraphs (i)(a) and (c) of this subclause an employee whose position has become redundant and who refuses an offer by the Corporation of reasonable alternative employment or who refuses to accept a transfer in accordance with the terms of the employee's employment, shall not be entitled to payment in lieu of long service leave proportionate to the employee's length of service.

(K) Transitional Arrangements

From the date of this Agreement, employees paid in accordance with the Water Corporation Pay and Allowances

Agreement 1997, Clause 2.2—Rates of Pay, Tables (B), (C) & (D) shall have their qualifying period for long service leave adjusted in the manner prescribed in paragraphs (i) and (ii) of subclause (A) of Clause 5.1—Transitional Arrangements of this Agreement.

(L) Contractual Obligations

An employee on long service leave shall not undertake any form of employment for hire or reward without written approval from the Corporation.

CLAUSE 2.5—SICK LEAVE

(A) Entitlement

(i) The provisions of this clause do not apply to casual employees.

(ii) Subject to subclause (B) of Clause 5.1, Transitional Arrangements, employees are entitled to sick leave credits which are cumulative on the following basis.

| | <i>Sick Leave on Full Pay</i> | <i>Sick Leave on Half Pay</i> |
|--|-----------------------------------|-----------------------------------|
| On the day of initial appointment | 38 hours | 15.2 hours |
| On the completion of 6 months continuous service | 38 hours | 22.8 hours |
| On the completion of 12 months continuous service | 76 hours | 38 hours |
| On the completion of each further period of 12 months continuous service | 76 hours | 38 hours |

(iii) Where the employment is for a period less than 12 months, employees will be credited with a pro-rata entitlement.

(iv) A part-time employee is entitled to the same sick leave credits, on a pro-rata basis according to the number of hours worked each fortnight. Payment for sick leave will only be made for those hours that would normally have been worked had the employee not been on sick leave.

(v) In order to acquire entitlement to payment in accordance with this clause the employee shall as soon as reasonably practicable advise the Corporation of the inability to attend work, the nature of the illness or injury and the estimated duration of the absence. Provided that such advice other than in extraordinary circumstances shall be given to the Corporation within 24 hours of the commencement of the absence.

(vi) No employee is entitled to the benefit of this clause unless the employee produces proof to the satisfaction of the Corporation of such sickness or injury.

(vii) An employee who proceeds on sick leave and subsequently terminates employment before completing the required continuous service to accrue the leave, must refund the value of the unearned portion, calculated at the rate of pay at the date the leave was taken.

(B) Medical Certificate

(i) An application for sick leave exceeding 2 consecutive working days shall be supported by the certificate of a registered medical practitioner or, when the nature of the illness consists of a dental condition, by the certificate of a registered dentist.

(ii) The amount of sick leave granted without the production of the certificate required in paragraph (i) of this subclause shall not exceed, in the aggregate, 5 working days in any one year.

(C) Where an employee is ill during the period of annual leave and produces at the time, or as soon as practicable after returning to work, medical evidence to the satisfaction of the Corporation that as a result of the illness the employee was confined to the employee's place of residence or a hospital for a period of at least 7 consecutive days, the Corporation may grant sick leave for the period during which the employee was so confined and reinstate annual leave equivalent to the period of confinement.

(D) Where an employee is ill during the period of long service leave and produces at the time, or as soon as practicable after returning to work, medical evidence to the satisfaction of the Corporation that as a result of illness the employee was confined to the employee's place of residence or a hospital for a period of at least 14 consecutive days, the Corporation may

grant sick leave for the period during which the employee was so confined and reinstate long service leave equivalent to the period of confinement.

(E) An employee who is absent on leave without pay is not eligible for sick leave during the currency of that leave without pay.

(F) No sick leave will be granted with pay, if the illness has been caused by the misconduct of the employee or in any case of absence from duty without sufficient cause.

(G) Workers Compensation

(i) Where an employee suffers a disability within the meaning of the Worker's Compensation and Assistance Act, 1981 which necessitates that employee being absent from duty, sick leave with pay will be granted to the extent of sick leave credits.

(ii) In accordance with Section 80(2) of the Worker's Compensation and Assistance Act, 1981 where the claim for worker's compensation is decided in favour of the employee, sick leave credit is to be reinstated.

(H) War Caused Illnesses

(i) An employee who produces a certificate from the Department of Veterans' Affairs stating that the employee suffers from war caused illness, may be granted special sick leave credits of 114 hours (15 ordinary hour days) per annum on full pay in respect of that war caused illness. These credits shall accumulate up to a maximum credit of 342 hours (45 ordinary hour days), and shall be recorded separately to the employee's normal sick leave credit.

(ii) Every application for sick leave for war caused illness shall be supported by a certificate from a registered medical practitioner as to the nature of the illness.

(I) Family Leave

(i) Employees may use up to 5 days accrued sick leave in any calendar year to care for family/dependants who are ill.

(ii) Sick leave used for this purpose in excess of 2 consecutive days will require confirmation of the circumstances by a medical practitioner.

CLAUSE 2.6—PARENTAL LEAVE

(A) GENERAL APPLICATION

(i) Subject to the provisions of this clause employees are entitled to Maternity, Paternity and Adoption leave in connection with the birth or adoption of a child.

(ii) This clause does not apply to casual employees.

(iii) A part time employee and an employee employed on a fixed term contract shall have the same entitlements under this clause as full time employees, provided that the period of leave granted to a fixed term employee shall not extend beyond the term of the contract.

(iv) Notwithstanding any other provision to the contrary, approved leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of this Agreement.

(v) An employee shall confirm the employee's intention of returning to work by notice in writing to the Corporation given not less than 4 weeks prior to the expiration of the period of approved leave and upon returning to work after the approved leave or the expiration of the required notice, shall be entitled to the position which the employee held immediately before proceeding on approved leave, or in relation to an employee who has worked part-time to the position the employee held immediately before commencing such part-time work.

(vi) A replacement employee is an employee specifically engaged as a result of an employee proceeding on approved leave. Before the Corporation engages a replacement the Corporation shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(vii) Before the Corporation engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising the employee's rights under this clause, the Corporation shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(viii) Nothing in this clause shall be construed as requiring the Corporation to engage a replacement employee.

(ix) An employee may terminate employment at any time during the period of parental leave by notice given in accordance with this Agreement

(x) The Corporation shall not terminate the employment of an employee on the grounds of the employee's absence on parental leave, but otherwise the rights of the Corporation in relation to termination of employment are not hereby affected.

(B) MATERNITY LEAVE

(i) A pregnant employee is entitled to a maximum of 12 months maternity leave without pay.

(ii) A pregnant employee shall, no later than 10 weeks before the expected date of birth make application to the Corporation for maternity leave for a period not exceeding 12 months. Every application for maternity leave shall be supported by a certificate from a registered medical practitioner which shall indicate the expected date of birth.

(iii) An employee proceeding on maternity leave may elect to take a shorter period of maternity leave in accordance with paragraph (iv) of this subclause, and may at any time during that period of leave elect to extend or reduce the period of the original application within the limitations of the provisions of subclause (i) and (iv) of this clause.

(iv) The minimum period of absence on maternity leave shall commence 6 weeks before the expected date of birth and end 6 weeks after the day on which the birth has taken place, however an employee may apply to the Corporation to vary this period provided the employee's application is supported by a certificate from a registered medical practitioner indicating that the employee is fit to continue or resume duty within this minimum period.

(v) An employee proceeding on maternity leave may elect to utilise—

- (a) accrued annual leave,
- (b) accrued long service leave,

for the whole or part of the period referred to in paragraph (i) of this subclause. The periods of leave referred to in (a) and (b) which are utilised, shall be paid leave.

(vi) Absence of an employee which has been permitted in accordance with the provisions of this clause shall not be deemed absence on sick leave.

(vii) Where an employee has not applied for leave in accordance with the provisions of this clause, and does not have express approval of the Corporation for continued employment, the Corporation may direct the employee to take maternity leave, and may determine the date on which such leave shall commence.

(C) PATERNITY LEAVE

(i) Nature of Leave

Paternity leave is unpaid leave.

(ii) Definitions

For the purposes of this subclause—

- (a) "Paternity Leave" includes "Maternity Leave" of this clause.
- (b) "Child" means a child of the employee or the employee's spouse under the age of 1 year.
- (c) "Spouse" includes a de facto or a former spouse.
- (d) "Primary care-giver" means a person who assumes the principal role of providing care and attention to a child.

- (e) "Continuous service" means service under an unbroken contract of employment and includes—
- (i) any period of leave taken in accordance with this clause;
 - (ii) any period of part-time or fixed term employment worked in accordance with this clause; or
 - (iii) any period of leave or absence authorised by the Corporation.
- (iii) Eligibility for Paternity Leave
- An employee, upon production to the Corporation of the certificate required by paragraph (iv), shall be entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances—
- (a) an unbroken period of up to 1 week at the time of confinement of the employee's spouse;
 - (b) a further unbroken period of up to 51 weeks in order to be the primary care-giver of a child provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse and shall not be taken concurrently with that maternity leave.
- (iv) Certification
- At the time specified in paragraph (v) the employee must produce to the Corporation—
- (a) a certificate from a registered medical practitioner which names the employee's spouse, states that the employee is pregnant and the expected date of confinement or states the date on which the birth took place;
 - (b) in relation to any period to be taken under circumstance (b) of paragraph (iii) hereof, a statutory declaration stating—
 - (i) the employee will take that period of paternity leave to become the primary care-giver of a child;
 - (ii) particulars of any period of maternity leave sought or taken by his spouse; and
 - (iii) for the period of paternity leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.
- (v) Notice Requirements
- (a) The employee shall, not less than 10 weeks prior to each proposed period of leave, give the Corporation notice in writing stating the dates on which the employee proposes to start and finish the period or periods of leave and produce the certificate and statutory declaration required in paragraph (iv) hereof.
 - (b) The employee shall not be in breach of this clause as a consequence of failure to give the notice required in (a) hereof if such failure is due to—
 - (i) the birth occurring earlier than the expected date; or
 - (ii) the death of the mother of the child; or
 - (iii) other compelling circumstances.
 - (c) The employee shall immediately notify the Corporation of any change in the information provided pursuant to paragraph (iv) hereof.
- (vi) Variation of Period of Paternity Leave
- (a) Provided the maximum period of paternity leave does not exceed the period to which the employee is entitled under paragraph (iii)—
 - (i) the period of paternity leave taken in circumstance (b) of paragraph (iii) may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;
 - (ii) the period may be further lengthened by agreement between the Corporation and the employee.
 - (b) The period of paternity leave taken under circumstance (b) of paragraph (iii) may, with the consent of the Corporation be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.
- (vii) Cancellation of Paternity Leave
- (a) Paternity leave, applied for under paragraph (iii)(b) but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.
- (viii) Paternity Leave and Other Leave Entitlements
- (a) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph (iii), an employee may, in lieu of or in conjunction with paternity leave, take any annual leave or long service leave or any part thereof to which the employee is entitled.
 - (b) Paid sick leave or other paid authorised absences (excluding annual leave or long service leave) shall not be available to an employee during the employee's absence on paternity leave.
- (D) ADOPTION LEAVE
- (i) Nature of Leave
- Adoption leave is unpaid leave.
- (ii) Definitions
- For the purposes of this subclause—
- (a) "Child" means a person under the age of 5 years who is placed with the employee for the purposes of adoption, other than child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of 6 months or more.
 - (b) "Relative adoption" occurs where a child, as defined, is adopted by a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).
 - (c) "Primary care-giver" means a person who assumes the principal role of providing care and attention to a child.
 - (d) "Spouse" includes a de facto spouse.
 - (e) "Continuous service" means service under an unbroken contract of employment and includes—
 - (i) any period of leave taken in accordance with this clause;
 - (ii) any period of part-time/fixed term employment worked in accordance with this clause; or
 - (iii) any period of leave or absence authorised by the Corporation or by this Agreement.
- (iii) Eligibility
- An employee, upon production to the Corporation of the documentation required by paragraph (iv) hereof shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances—
- (a) an unbroken period of up to 3 weeks at the time of the placement of the child, which may be taken concurrently by the employee and the employee's spouse;
 - (b) an unbroken period of up to 52 weeks from the time of its placement in order to be the

- primary care-giver of the child. This leave shall not extend beyond 1 year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child except in the case of the concurrent period of leave provided in paragraph (a).
- (c) This entitlement of up to 52 weeks shall be reduced by—
- (i) any period of leave taken pursuant to paragraph (a) hereof; and
 - (ii) the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse and including any period of leave under paragraph (a), taken concurrently by the spouse where the employee is to be the primary care-giver.
- (iv) Certification
- Before taking adoption leave the employee must produce to the Corporation—
- (a)
 - (i) a statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or
 - (ii) a statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.
 - (b) In relation to any period to be taken under circumstance (b) in paragraph (iii), a statutory declaration stating—
 - (i) the employee is seeking adoption leave to become the primary care-giver of the child.
 - (ii) particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - (iii) for the period of adoption leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.
- (v) Notice Requirements
- (a) Upon receiving notice of approval for adoption purposes, an employee shall notify the Corporation of such approval and within 2 months of such approval shall further notify the Corporation of the period or periods of adoption leave the employee proposed to take. In the case of a relative adoption the employee shall notify as aforesaid upon deciding to take the child into custody pending an application for an adoption order.
 - (b) An employee who commences employment with the Corporation after the date of approval for adoption purposes shall notify the Corporation thereof upon commencing employment and of the period or periods of adoption leave which the employee proposes to take.
 - (c) An employee, shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but not later than 14 days before such placement, give notice in writing to the Corporation of such date, and of the date of the commencement of any period of leave to be taken in circumstance (a) of paragraph (iii).
 - (d) An employee shall, 10 weeks before the proposed date of commencing any leave to be taken in circumstance (b) of paragraph (iii) give notice in writing to the Corporation of the date of commencing leave and the period of leave to be taken.
- (e) An employee shall not be in breach of this subclause, as a consequence of failure to give the notice prescribed in paragraphs (c) or (d) hereof if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.
- (vi) Variation of Period of Adoption Leave
- (a) Provided the maximum period of adoption leave does not exceed the period to which the employee is entitled under paragraph (iii)—
 - (i) the period of leave taken in circumstance (b) of paragraph (iii) may be lengthened, once only, by the employee giving 14 days notice in writing stating the period by which the leave is to be lengthened;
 - (ii) the period may be further lengthened by agreement between the Corporation and employee.
 - (b) The period of adoption leave taken in circumstance (b) of paragraph (iii) may, with the consent of the Corporation be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.
- (vii) Cancellation of Adoption Leave
- (a) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.
 - (b) Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee shall notify the Corporation forthwith and the Corporation shall nominate a time not exceeding 4 weeks from receipt of notification for the employee's resumption of work.
- (viii) Special Leave
- The Corporation shall grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding 2 days, as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee, the Corporation may require the employee to take such leave in lieu of special leave.
- (ix) Adoption Leave and Other Entitlements
- (a) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph (iii) hereof, an employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part thereof to which the employee is entitled.
 - (b) Paid sick leave or other paid authorised absences (excluding annual leave or long service leave), shall not be available to an employee during the employee's absence on adoption leave.
- CLAUSE 2.7—LEAVE WITHOUT PAY
- (A) Subject to the provisions of subclause (B) of this clause, the Corporation may grant an employee leave without pay for any period.
- (B) Every application for leave without pay will be considered on its merits and may be granted provided that the following conditions are met;
- (i) the work of the Corporation is not inconvenienced; and
 - (ii) the employee's annual/long service leave credits and days in lieu are exhausted, except where the Corporation determines otherwise.
- (C) An employee on a fixed term appointment may not be granted leave without pay for any period beyond that employee's period of engagement.

(D) Leave Without Pay for Full Time Study

The Corporation may grant an employee leave without pay to undertake full time study, subject to a yearly review of satisfactory performance, if;

- (i) the course of study is directly related to the employee's official duties; or;
- (ii) the course is not available on a part-time basis; or
- (iii) there is an identified shortage of individuals with skills in the area addressed by the particular course of study; or
- (iv) it is critical to the continued operation of the Corporation for the employee to undertake the particular course of study.

Leave without pay for this purpose shall not count as qualifying service for leave purposes.

(E) Leave Without Pay for Australian Institute of Sport Scholarships

Subject to the provisions of subclause (B) of this clause, the Corporation may grant leave without pay to an employee who has been awarded a sporting scholarship by the Australian Institute of Sport. Leave without pay for this purpose shall count as qualifying service for all purposes except annual leave.

CLAUSE 2.8—BEREAVEMENT LEAVE

(A) An employee will, on the death of a wife, husband, de-facto wife or de-facto husband, father, father-in-law, mother, mother-in-law, sister, brother, child or step-child be entitled, on notice, to leave up to and including the day of the funeral of such relation and the leave will be without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary working days. The two days need not be consecutive. Proof of death will be furnished by the employee to the satisfaction of the Corporation.

(B) Provided that payment in respect of this leave will be made only where the employee otherwise would have been on duty.

CLAUSE 2.9—LEAVE TO ATTEND UNION BUSINESS

(A) The Corporation shall grant paid leave at the ordinary rate of pay during normal working hours to an employee—

- (i) who is required to give evidence before any industrial tribunal;
- (ii) who as a union-nominated representative is required to attend negotiations and/or conferences between the relevant union and the Corporation;
- (iii) when prior agreement between the union and the Corporation has been reached for the employee to attend official union meetings preliminary to negotiations or industrial hearings; and
- (iv) who as a union-nominated representative is required to attend joint union/management consultative committees or working parties.

(B) The granting of leave is subject to the Corporation's convenience and will only be approved—

- (i) where reasonable notice is given for the application for leave;
- (ii) for the minimum period necessary to enable the union business to be conducted or evidence to be given; and
- (iii) for those employees whose attendance is essential.

(C) The Corporation shall not be liable for any expenses associated with an employee attending to union business.

(D) Leave of absence granted under this clause shall include any necessary travelling time in normal working hours.

(E) An employee will not be entitled to paid leave to attend to union business other than as prescribed by this clause.

(F) The provisions of the clause shall not apply to—

- (i) special arrangements made with the union which provide for unpaid leave for employees to conduct union business;
- (ii) when an employee is absent from work without the approval of the Corporation; and
- (iii) casual employees.

CLAUSE 2.10—TRADE UNION TRAINING LEAVE

(A) Subject to the Corporation's convenience, paid leave of absence shall be granted by the Corporation to employees who are nominated by the relevant union to attend short courses or seminars as from time to time approved by agreement between the Corporation and the union.

(B) An employee shall be granted up to a maximum of 5 days paid leave per calendar year for trade union training or similar courses or seminars as approved. However, leave of absence in excess of 5 days and up to 10 days may be granted in any one calendar year provided that the total leave being granted in that year and in the subsequent year does not exceed 10 days.

(C) (i) Leave of absence will be granted at the ordinary rate of pay and shall not include shift allowances, penalty rates or overtime.

(ii) Where a Public Holiday, or rostered day off falls during the duration of a course, a day off in lieu of that day shall not be granted.

(iii) Subject to paragraph (i) of this subclause, shift workers attending a course shall be deemed to have worked the shifts they would have worked had leave not been taken to attend the course.

(iv) Part-time employees shall receive the same entitlement as full-time employees, but payment shall only be made for those hours that would normally have been worked but for the leave.

(v) Any application by an employee shall be submitted to the Corporation for approval at least 4 weeks before the commencement of the course unless the Corporation agrees otherwise.

(vi) All applications for leave shall be accompanied by a statement from the relevant union indicating that the employee has been nominated for the course. The application shall provide details as to the subject, commencement date, length of course, venue and the organisation which is conducting the course.

(D) A qualifying period of 12 months service will be served before an employee is eligible to attend courses or seminars of more than a half day duration. The Corporation may, where special circumstances exist, approve an application to attend a course or seminar where an employee has less than 12 months service.

(E) (i) The Corporation will not be liable for any expenses associated with an employee's attendance at union training courses.

(ii) Leave of absence granted under this clause shall include any necessary travelling time in normal working hours immediately before or after the course.

CLAUSE 2.11—LEAVE FOR TRAINING WITH DEFENCE FORCE RESERVES

(A) Subject to the Corporation's convenience, leave of absence may be granted by the Corporation to an employee who is a volunteer member of the Defence Force Reserves or the Cadet Force for the purpose of attending a training camp, school, class or course of instruction subject to the conditions set out hereunder—

- (i) application for leave of absence for the above reasons, shall, in all cases, be accompanied by evidence of the necessity for attendance. At the expiration of the leave of absence granted, the employee shall furnish a certificate of attendance to the Corporation and;
- (ii) an employee may only be granted leave for attendance at one camp of continuous training and one additional special school, class or course of instruction in each calendar year and;
- (iii) on written application, an employee shall be paid in advance when proceeding on such leave.

(B) Attendance at a Camp for Annual Continuous Obligatory Training

- (i) An employee may be granted leave for a period not exceeding 76 hours on full pay in any calendar year.
- (ii) If the person-in-charge of a military unit certifies that it is essential for the employee to be at the camp in an advance or rear party, a maximum of 30 extra hours on full pay may be granted.

(C) Attendance at One Special School, Class or Course of Instruction

- (i) In addition to the leave granted under subclause (B) of this clause a period not to exceed 16 working days in any calendar year may be granted by the Corporation, provided the Corporation is satisfied that the leave required is for a special purpose, and not for a further routine camp.
- (ii) In this circumstance, an employee may elect to utilise annual leave credits. However, if the leave is not taken from annual leave, the employee's pay during the period shall be at the rate of the difference between the employee's normal pay and the defence force payments to which the employee is entitled, if such payments do not exceed the normal pay. In calculating the pay differential, Defence Force pays for Saturdays, Sundays, Public Holidays and special rostered days off are to be excluded, and no account is to be taken of the value of any board or lodging provided for the employee.
- (iii) Leave without pay shall be granted if the defence force payments exceed the normal pay of the employee.

(D) The provisions of this clause do not apply to casual employees.

(E) Part-time employees shall receive the same entitlement as full-time employees, but payment shall only be made for those hours that would normally have been worked but for the leave.

CLAUSE 2.12—LEAVE FOR INTERNATIONAL SPORTING EVENTS

(A) Special leave with pay may be granted by the Corporation to an employee chosen to represent Australia as a competitor or official at a sporting event which meets the following criteria—

- (i) it is a recognised international amateur sport of national significance; or
- (ii) it is a world or international regional competition; and
- (iii) no contribution is made by the sporting organisation towards the normal pay of the employee.

(B) The Corporation shall make enquiries with the appropriate Ministry—

- (i) whether the application meets the above criteria; and
- (ii) the period of leave to be granted.

CLAUSE 2.13—WITNESS AND JURY SERVICE LEAVE

(A) An employee subpoenaed or called as a witness to give evidence in any proceeding shall as soon as practicable notify the Corporation.

(B) Where an employee is subpoenaed or called as a witness to give evidence in an official capacity, that employee shall be granted by the Corporation leave of absence with pay, but only for such period as is required to enable the employee to carry out duties related to being a witness. If the employee is on any form of paid leave, the leave involved in being a witness will be reinstated, subject to the satisfaction of the Corporation as to the circumstances. The employee is entitled to retain any witness fee but the receipt for such payment with a voucher showing the amount of fees received shall be forwarded to the Corporation and an equivalent amount shall be deducted from the employee's pay.

(C) An employee subpoenaed or called as a witness to give evidence in an official capacity shall, in the event of non-payment of the proper witness fees or travelling expenses, as soon as practicable after the default, notify the Corporation.

(D) An employee subpoenaed or called as a witness on behalf of the Crown, not in an official capacity shall be granted leave with full pay entitlements. If the employee is on any form of paid leave, this leave shall not be reinstated as such witness service is deemed to be part of the employee's civic duty.

(E) An employee subpoenaed or called as a witness under any other circumstances other than specified in subclauses (B) and (D) of this clause shall be granted leave of absence without pay except when the employee makes an application to clear accrued leave in accordance with the relevant provisions of this Agreement.

(F) An employee required to serve on a jury shall as soon as practicable after being summoned to serve, notify the Corporation.

(G) An employee required to serve on a jury shall be granted by the Corporation leave of absence on full pay, but only for such period as is required to enable the employee to carry out duties as a juror.

(H) An employee granted leave of absence on full pay as prescribed in subclause (G) of this clause is entitled to retain any juror's fees but the receipt for such payment shall be forwarded with a voucher showing the amount of juror's fees received to the Corporation and an equivalent amount shall be deducted from the employee's pay.

CLAUSE 2.14—CEREMONIAL LEAVE

(A) Subject to paragraph (E) an employee covered by this Agreement is entitled to time off without loss of pay for tribal/ceremonial/cultural purposes.

(B) Such leave shall include leave to meet the employee's customs, traditional law and to participate in ceremonial and cultural activities.

(C) Ceremonial/cultural leave may be taken as whole or part days off. Each day or part thereof, shall be deducted from annual leave entitlements.

(D) The Corporation may request reasonable evidence of the legitimate need for the employee to be allowed time off.

(E) Time off without pay may be granted by arrangement between the Corporation and employee for tribal/ceremonial/cultural purposes.

(F) Ceremonial/cultural leave shall be available, but not limited to Aboriginal and Torres Strait Islanders.

CLAUSE 2.15—LEAVE FOR EMERGENCY SERVICE VOLUNTEERS

(A) When an employee is absent from work because of the requirement to carry out emergency service volunteer work, the employee shall be paid as if they were at work, subject to satisfactory evidence of the reason for the absence being supplied to the Corporation.

(B) Applications from employees for training related to emergency service volunteers shall generally be paid subject to each application being considered by the Corporation on its merits.

CLAUSE 2.16—LEAVE TO ATTEND LOCAL GOVERNMENT BUSINESS

(A) Employees elected to Local Councils shall be entitled to up to 1 day's paid leave per month to attend Council meetings and Standing Committee meetings which are held during working hours.

(B) The leave prescribed in subclause (A) shall be paid as if the employee had been at work.

(C) The Corporation shall be entitled to satisfactory evidence of the reason for the absence being supplied by the employee.

CLAUSE 2.17—STUDY ASSISTANCE

(A) Conditions for Granting Time Off

- (i) An employee may be granted time off with pay for part-time study purposes at the discretion of the Corporation.
- (ii) Part-time employees, where possible, are expected to undertake classes outside their normal working hours.
- (iii) Full-time employees may be granted time off with pay up to a maximum of 5 hours per week including travelling time, where subjects of approved courses are available during normal working hours, or where approved study by correspondence is undertaken in remote locations lacking the required educational facilities. Part-time employees may be granted time off on a pro rata basis.
- (iv) External students based in remote locations, who are obliged to attend educational institutions for compulsory sessions during vacation periods, may be granted time off with pay including travelling time up to the maximum annual amount allowed to an employee in the metropolitan area, as defined in Clause 1.8 of this Agreement.

- (v) Employees shall be granted sufficient time off with pay to travel to and sit for the examinations of any approved course of study.
 - (vi) In every case the approval of time off to attend lectures and tutorials shall be subject to—
 - (a) the Corporation's convenience;
 - (b) the course being undertaken on a part-time basis;
 - (c) employees undertaking an acceptable formal study load in their own time;
 - (d) employees making satisfactory progress with their studies; and
 - (e) the course being relevant to the employee's career in the Corporation and being of value to the Corporation.
- (B) Study Assistance
- (i) Approved courses include—
 - (a) Masters degree at an accredited university;
 - (b) First degree course at an accredited university;
 - (c) First Graduate Diploma course at an accredited university;
 - (d) First Diploma and Certificate courses at a TAFE college; or
 - (e) Other courses which have specific relevance to the Corporation.
 - (ii) Assistance towards higher level qualifications may be granted.
 - (iii) Assistance may be granted for a second qualification (at the same level) in a specialist area of value to the Corporation.
- (C) Payment of Fees
- (i) The Corporation shall meet the payment of higher education administrative charges for employees who, as a condition of their employment, are required to undertake studies at a University or other educational institutions.
 - (ii) In all other cases where study assistance is approved, reimbursement of 66% of all compulsory fees (including HECS) shall be made by the Corporation, except that part-time employees shall be reimbursed on a pro rata basis. Proof of enrolment and payment must be submitted to facilitate reimbursement.
 - (iii) Payment of the total enrolment cost must be made by the employee at the time of enrolment.
 - (iv) Fees will only be paid once per subject.
- (D) Payment for Text Books
- Upon presentation of proof of purchase, reimbursement for compulsory text books up to a total of \$60 per subject shall be provided, to a maximum of \$300 per annum.
- (E) Full-Time Study
- (i) Subject to the provisions of paragraph (ii) of this subclause, the Corporation may grant an employee full-time study leave with pay to undertake—
 - (a) post graduate degree studies at Australian or overseas tertiary education institutions; or
 - (b) study tours involving observations and/or investigations; or
 - (c) a combination of post graduate studies and study tour.
 - (ii) Applications for full-time study leave with pay are to be considered on their merits and may be granted provided that the following conditions are met—
 - (a) The course or a similar course is not available locally. Where the course of study is available locally, applications shall to be considered in accordance with the provisions of Clause 2.7—Leave Without Pay of this Agreement.
 - (b) It must be a highly specialised course with direct relevance to the employee's profession.
 - (c) It must be relevant to the Corporation's corporate strategies and goals.
 - (d) The expertise or specialisation offered by the course of study should not already be available through other employees employed within the Corporation.
 - (e) If the applicant was previously granted study leave, studies must have been successfully completed at that time.
 - (iii) Full-time study leave with pay may be approved for more than 12 months subject to an annual review of performance.
 - (iv) Payments made to employees under this provision shall be reduced by the amount of any scholarship or other financial assistance which the employee is receiving.
 - (v) Where recipients are in receipt of a living allowance, this amount shall be deducted from the employee's pay for that period.
 - (vi) The period of full-time study leave with pay is accepted as qualifying service for leave entitlements and other entitlements and conditions of service prescribed for employees under this Agreement.
- (F) Numeracy and Literacy
- (i) Employees who are unable to adequately communicate in the English language may be given paid time off during normal working hours to attend basic numeracy and literacy classes conducted by a registered trainer.
 - (ii) The selection of employees and the type, duration and extent of such courses shall be by agreement between the Corporation and the relevant parties.
- SECTION THREE — MONEY MATTERS
- CLAUSE 3.1—METHOD OF PAYMENT
- (A) Employees shall be paid fortnightly. Where the usual pay day falls on a public holiday, payment shall be made on the previous working day.
- (B) Pay rates expressed as an annual figure shall be divided by 26.0833 to compute the fortnightly figure.
- (C) The hourly rate shall be computed as one seventy-sixth of a fortnight's pay rate.
- (D) An employee's pay shall be paid by direct funds transfer to the credit of an account nominated by the employee at a bank, building society or credit union.
- (E) Provided that where such form of payment is impracticable or where some exceptional circumstances exist, and by agreement between the Corporation and the employees, payment by cheque may be made.
- (F) Where it is a requirement in the work area for plod cards or time docketts, each employee shall be responsible for the filling in of personal plod cards or time docketts. Alterations will be permitted provided the original entry is not rendered illegible and the reasons are explained to the employee who shall initial the alterations. All docketts and plod cards are to be completed in the Corporation's time.
- (G) Subject to the provisions of this clause, no deduction shall be made from an employee's pay unless the employee has authorised such deduction in writing, provided that this requirement shall not apply in respect of the normal adjustments arising from the fact that fortnightly pays are processed prior to all relevant information being available.
- (H) The Corporation shall provide each employee with a pay advice slip in respect of each fortnightly pay in accordance with the provisions of Clause 5.2—Time and Pay Records of the Water Corporation Pay and Allowances Agreement 1997 and pay advice slips shall be provided to employees on or before each pay day.
- (I) The annual pay rates are shown in Table (A), Clause 2.2—Rates of Pay of the Water Corporation Pay and Allowances Agreement 1997.
- (J) The weekly pay rates are shown in Tables (B), (C) and (D), Clause 2.2 Rates of Pay of the Water Corporation Pay and Allowances Agreement 1997.
- (i) Water Industry Workers
 - Employees paid according to Clause 2.2 Rates of Pay, Table (B) of the Water Corporation Pay and Allowances Agreement 1997 as Water Industry Workers

shall proceed by annual increments to the maximum rate applicable to the level the employee is classified. Provided that;

- (a) An employee classified as Water Industry Worker Level 1 shall proceed by annual increments to the top of Water Industry Worker Level 2.
 - (b) Progression from Water Industry Worker Level 2 into Water Industry Worker Level 3 through to Level 7 shall be by vacancy and demonstrated capability.
- (ii) Water Industry Engineering Tradespersons

Employees paid according to Clause 2.2 Rates of Pay, Table (C) of the Water Corporation Pay and Allowances Agreement 1997 as Water Industry Engineering Tradespersons will progress from one level to the next contingent upon;

- (a) such additional skills being required to be performed by the Corporation, the related level of technology being in operation, such a move promotes and maintains the cost efficiency and effectiveness of the work area and the individual having demonstrated capability and such pre-requisites and minimum training as prescribed in paragraph (b) of this subclause.

| (b) Level | Classification Title | Minimum Training Requirement |
|-----------|---|--|
| C 5 | Water Industry Engineering Tradesperson | Advanced Certificate or 15 appropriate accredited modules of an Associate Diploma, or formal equivalent. |
| C 6 | Water Industry Engineering Tradesperson | 12 appropriate accredited modules of an Advanced Certificate or Associate Diploma, or formal equivalent. |
| C 7 | Water Industry Engineering Tradesperson | 9 appropriate training modules in addition to the training requirements for C 10. |
| C 8 | Water Industry Engineering Tradesperson | 6 appropriate accredited technical modules in addition to the training requirements for C10. |
| C 9 | Water Industry Engineering Tradesperson | 3 appropriate accredited technical modules in addition to the training requirements for C10. |
| C 10 | Water Industry Engineering Tradesperson | Trades Certificate or Tradespersons Rights Certificate. |
| C 11 | Water Industry Engineering Employee | 16 appropriate accredited modules and relevant on the job training. |
| C 12 | Water Industry Engineering Employee | 8 appropriate accredited modules and relevant on the job training. |
| C 13 | Water Industry Engineering Employee | Up to 38 hours induction training and up to 3 months structured training. |

- (c) The definitions for Levels DC 10—DC 5 inclusive are as for the C structure as listed above except that, in addition, employees appointed to the DC structure are required to hold the appropriate cross or dual trained instrument/electrical fitting trades certificate. Minimum training requirements for Levels DC 10—DC 5 inclusive are described by the corresponding number of appropriate technical training modules in addition to the training requirements for DC 10.

(K) Specified Callings

- (i) Employees who possess a relevant tertiary level qualification, or equivalent determined by the Corporation, and who are employed in the callings of Engineer, Librarian, Scientific Employee or any other professional calling determined by the Corporation shall be paid in accordance with Clause 2.2—Rates of Pay, Table (A) Specified Callings of the Water Corporation Pay and Allowances Agreement 1997.
- (ii) Subject to paragraph (v) of this subclause, on appointment or promotion to a Specified Calling under this clause—
 - (a) Employees shall progress by annual adjustments, except as provided in paragraph (b) of this subclause, to the maximum of the range for Specified Callings in Table (A) of Clause 2.2. Rates of Pay of the Water Corporation Pay and Allowances Agreement 1997.

- (b) Employees who have completed an approved 3 year tertiary qualification, relevant to their calling, shall commence at the first year rate for specified callings and shall remain on that rate for 2 years before progressions in accordance with paragraph (a) of this subclause.
- (c) Employees who have completed an approved 4 year tertiary qualification, relevant to their calling, shall commence at the first year rate and shall be eligible to progress in accordance with paragraph (a) of this subclause after 1 year.
- (d) Employees who have completed an approved Masters or PhD degree relevant to their calling shall commence on the second year rate.

Provided that employees who attain a higher tertiary level qualification after appointment shall not be entitled to any advanced progression through the range.

- (iii) The Corporation shall determine the relevant acceptable qualifications for appointment for the callings covered by this subclause.
- (iv) The Corporation may determine a commencing pay rate above the pay rates shown for a particular calling/s.
- (v) Employees employed in the calling of engineer and who are employed in a specified calling under this Agreement shall be paid the maximum pay rate prescribed in Clause 2.2 , Table (A), Specified Callings of the Water Corporation Pay and Allowances Agreement 1997 where the employee is an “experienced engineer” as defined.

For the purposes of this paragraph “experienced engineer” shall mean—

- (a) An engineer appointed to perform professional engineering duties and who is a Corporate Member of the Institution of Engineers, Australia and who attains that status during service.
- (b) An engineer appointed to perform professional duties who is not a Corporate Member of the Institution of Engineers, Australia but who possesses a degree or diploma from a University, College or Institution acceptable to the Corporation on the recommendation of the Institution of Engineers, Australia, and who—
 - (1) having graduated in a 4 or 5 year degree course at a University or Institution recognised by the Corporation, has had 4 years experience on professional engineering duties acceptable to the Corporation since becoming a qualified engineer, or
 - (2) not having a University degree but possessing a diploma recognised by the Corporation, has had 5 years experience on professional engineering duties, recognised by the Corporation since becoming a qualified engineer.

(L) Salary Adjustments

- (i) This subclause shall not apply to employees paid under Clause 2.2—Rates of Pay, Table (A) of the Water Corporation Pay and Allowances Agreement 1997 who at the date of this Agreement are—
 - (a) in receipt of a personal classification;
 - (b) in receipt of a service allowance;
 - (c) at the highest pay point attaching to their classification level; or
 - (d) classified under specified callings
- (ii) Employees paid under Clause 2.2—Rates of Pay, Table (A) of the Water Corporation Pay and Allowances Agreement 1997 shall have their rates adjusted as follows—
 - (a) employees on the lower pay point attaching to their classification level shall go to a dollar rate half way between the lower and higher pay points from January 1, 1998, subject to

- 12 months satisfactory service on the lower pay point. Progression from the midway point to the higher pay point shall be on January 1, 1999, subject to satisfactory performance; but
- (b) employees with less than 12 months on the lower pay point at January 1, 1998 shall progress on January 1, 1999 and January 1, 2000.
 - (iii) Employees on pay points 6, 7 and 8 under Clause 2.2—Rates of Pay, Table (A) of the Water Corporation Pay and Allowances Agreement 1997 shall have their rates adjusted as follows—
 - (a) progression to the next pay point shall be on January 1, 1998, subject to 12 months satisfactory service on their current pay point;
 - (b) a further progression to the next pay point may occur on January 1, 1999, provided that it does not exceed pay point 9 and subject to 12 months satisfactory service on the previous pay point; but
 - (c) employees with less than 12 months on the lower pay point at January 1, 1998 shall progress on January 1, 1999 and January 1, 2000.
 - (iv) Employees paid under Clause 2.2—Rates of Pay, Table (A) of the Water Corporation Pay and Allowances Agreement 1997 shall have their rates adjusted by 0.45 percent from July 1, 1998 to compensate for the loss of short leave, as prescribed in Clause 5.1—Transitional Arrangements, subclause (C) of this Agreement.

CLAUSE 3.2—OVERTIME RATES

(A) (i) The provisions of this subclause shall apply to all employees other than those engaged on continuous shift work or above the equivalent of pay point 17 prescribed in the Water Corporation Pay and Allowances Agreement 1997, Clause 2.2—Rates of Pay Table (A), or where an alternative arrangement is made under the provisions of Clause 2.1 Hours of this Agreement. Provided that where it appears just and reasonable the Corporation may approve the payment of overtime or grant time off in lieu to an employee above the equivalent of pay point 17 referred to in this subclause.

(ii) Subject to the provisions of this subclause all work done beyond the ordinary working hours on any day Monday to Friday inclusive, shall be paid for at the rate of time and one half for the first 2 hours and double time thereafter.

(iii) Work done on Saturday prior to 12:00 noon shall be paid for at the rate of time and one half for the first 2 hours and double time thereafter.

(iv) Work done on Saturday after 12:00 noon or on Sunday shall be paid for at the rate of double time.

(v) An employee who works on a day observed as a holiday pursuant to Clause 2.3—Public Holidays of this Agreement outside of the ordinary hours of work shall be paid for the time worked at the rate of double time and one half except on Christmas Day when the rate shall be treble time.

(vi) An employee who works on a day observed as a rostered day off pursuant to Clause 2.1—Hours of this Agreement shall not be paid overtime, but shall be allowed another mutually convenient day off within a period of 1 month in lieu. Where the operational requirements of the Corporation are such that a day in lieu of the rostered day off cannot be reasonably taken, payment at ordinary rates shall be made.

(B) Call-Out

- (i) An employee who is called out to work on any day Monday to Friday after having left work for the day shall for each time called out be paid for a minimum of 4 hours which shall be calculated at time and one half unless the employee is required to work for 2 hours or more in which case it shall be calculated at time and one half for the first 2 hours and at double time for the other 2, but employees rostered on standby shall not be paid more than once for any period of time.

- (ii) (a) Subject to the provisions of paragraph (b) an employee who reports for work on a Saturday, Sunday, rostered day off or public holiday pursuant to a requirement to do so shall be deemed to have worked for a minimum of 3 hours on each occasion the employee reports but shall not be paid more than once for any period of time.
- (b) Where it is customary for particular work to be carried out on Saturdays, Sundays, rostered days off or public holidays either in respect of a particular job or kind of job or in respect of the industry as a whole and the work is completed within 1 hour, a minimum of 2 hours shall be substituted for the 3 hours prescribed in paragraph (a) of this subclause.
- (iii) An employee shall not be obliged to work for longer than it takes to complete the work for which the employee has been brought on duty.

(C) Stand-by

An employee required to remain in readiness for recall to duty if required shall be rostered on a system to be mutually agreed and shall be paid 3 hours at ordinary rates for stand-by on any day from Monday to Friday inclusive and 4 hours on a Saturday, Sunday, Public Holiday or rostered day off in addition to any overtime to which the employee is entitled under this Agreement. An employee required to stand-by on a holiday shall also receive a day in lieu of that day.

(D) (i) When overtime is necessary it shall, wherever reasonably practicable, be so arranged that each employee has at least 10 consecutive hours off duty between the work of successive days.

(ii) An employee who works so much overtime between the termination of the ordinary work on one day and the commencement of the ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between these times shall, subject to this subclause, be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(iii) If an employee is required to resume duty or continues work without having 10 consecutive hours off duty, the employee shall be paid at double rates until released from duty and the employee shall be then entitled to be absent until having had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.

(iv) An employee called in to work on a Sunday or public holiday preceding an ordinary working day, shall, wherever reasonably practicable, be given 10 consecutive hours off duty before the usual starting time on the next day. If this is not practicable then the provisions of paragraphs (ii) and (iii) of this subclause shall apply with modification as necessary.

(v) The amount due under this subclause in respect of any day shall be reduced by any amount due under subclause (B) of this clause for the time not worked (but counted as being worked) within 10 hours prior to the employee's ordinary commencing time on that day.

(E) Continuous Shift Work

- (i) The provisions of this subclause applies only to continuous shift employees.
- (ii) Subject as hereinafter provided all time worked in excess of or outside the ordinary working hours shall be paid for at the rate of double time except where an employee is called upon to work a 6th shift in not more than 1 week in any 4 weeks when the employee shall be paid for such shift at the rate of time and one half for the first 2 hours and double time thereafter.
- (iii) Time worked in excess of ordinary working hours shall be paid for at ordinary rates—
 - (a) if it is due to private arrangements between the employees themselves; or
 - (b) if it does not exceed 2 hours and is due to a relieving employee not coming on duty at the proper time; or
 - (c) if it is for the purpose of effecting the customary rotation of shifts.

(F) Overtime rates shall be computed on a rate applicable to the day on which the time is worked, each day standing alone, but when an employee works overtime which continued beyond midnight on any day, the time worked after midnight shall be deemed to be part of the previous day's work for the purpose of this subclause.

(G) Commuted Overtime

When an employee is required to work regularly and consistently outside and in excess of the employees prescribed hours of duty, an agreed allowance negotiated between the Corporation and the relevant union/s may be paid in lieu of actual overtime worked.

(H) Excess Travelling Time

An employee eligible for payment of overtime, who is required to travel on official business outside normal working hours and away from the employee's usual place of work shall be granted time off in lieu of such actual time spent in travelling at equivalent or ordinary rates on weekdays and at time and one half rates on Saturdays, Sundays and Public Holidays, otherwise than during prescribed hours of duty, provided that—

- (i) Such travel is undertaken as a requirement of the Corporation;
- (ii) Such travel shall not include—
 - (a) Time spent in travelling by an employee on duty at a temporary location to the employee's home for weekends for the employee's own convenience.
 - (b) Time spent in travel resulting from the permanent transfer or promotion of an employee to a new location.
 - (c) Time of travelling in which an employee is required by the Corporation to drive, outside ordinary hours of duty, a Corporation vehicle or to drive the employee's own motor vehicle involving the payment of motor vehicle allowance, but such time shall be deemed to be overtime and paid in accordance with subclause (A)(ii) of this clause. Passengers, however, are entitled to the provisions of subclause (H)(i) of this clause.
 - (d) Time spent in travelling to and from the place at which overtime or emergency duty is performed, when that travelling time is already included with actual duty time for the payment of overtime.
- (iii) Where such travel is undertaken on a normal working day, time off in lieu is granted only for such time spent in travelling before and/or after the ordinary hours of duty which is in excess of the employee's ordinary travelling time to and from work.
- (iv) In the case of an employee absent from headquarters, not involving an overnight stay, the time spent by the employee, outside the prescribed hours of duty, in waiting between the time of arrival at place of duty and the time of commencing duty, and between the time of ceasing duty and the time of departure by the first available transport shall be deemed to be excess travelling time.
- (v) Meal Allowances
 - (a) An employee required to work overtime without prior notification where the overtime extends beyond a 5 hour period since the last meal shall be paid the appropriate rate set out in paragraph (c) of this subclause;
 - (b) Where prior notification of the requirement to work overtime is given the appropriate meal allowance shall be paid for the second and subsequent meal.
 - (c)

| | |
|--------------|---------|
| Breakfast | \$ 6.50 |
| Lunch | \$ 8.00 |
| Evening Meal | \$ 9.60 |
 - (d) If an employee, having received prior notification of a requirement to work overtime, is no longer required to work overtime, then the

employee shall be entitled, in addition to any other penalty, to reimbursement for a meal previously purchased.

(vi) Late Lunch

Ordinarily employees shall not work more than 5 hours without a meal break. By mutual agreement between local management and employees, up to a maximum of 6 hours may be worked at ordinary rates of pay. In all other circumstances employees shall be paid at time and one half for the first 30 minutes and at double time thereafter until such meal break is taken.

(vii) Rest/M meal Breaks

- (a) An employee working overtime shall have a 20 minute paid break after each 4 hours or after 5 hours since the employees last meal, whichever occurs earlier.
- (b) Employees shall have a paid meal break after each 5 hours of overtime duty.

CLAUSE 3.3—SHIFT WORK ALLOWANCE

(A) Standard Shift Arrangements

- (i) The provisions of this clause apply to shift work, continuous or otherwise.
- (ii) Shifts may be rostered on any 7 days of the week but no employee is to be rostered on duty for more than 6 consecutive days.
- (iii) Shift work occurring regularly on Sundays and/or Public Holidays will incur an additional week's leave in accordance with Clause 2.2—Annual Leave of this Agreement.
- (iv) The Corporation in any part of its operations where it is usual to work shifts may work any employees on shifts, but before doing so shall give 48 hours' notice to each employee concerned informing them of the intended starting and finishing times of ordinary working hours of the shifts. Where it is not usual to work shift this shall be subject to either agreement between the relevant parties or by determination by the relevant industrial relations tribunal.
- (v) The ordinary hours of an employee on shift work shall not exceed an average of 38 hours per week, to be worked in shifts of 8 hours per day inclusive of a meal break of 30 minutes, in accordance with a recognised shift roster cycle;
 - (a) the meal break shall be paid time in circumstances where the shift arrangement prevents the employee leaving the immediate work area for the duration of the meal break; or
 - (b) the meal break shall be unpaid time in circumstances where the shift arrangement is such that the employee is able to leave the immediate work area for the duration of the break.
- (vi) A shift employee shall be paid an additional 15% on the employees ordinary rate for each afternoon and night shift worked on any day other than a Saturday, Sunday or Public Holiday.
- (vii) Where shift employees are not able to rotate day shift with afternoon and/or night shift they shall, in lieu of the loading prescribed in subclause (vi), be paid an additional 30% on the employee's ordinary rate for each afternoon and night shift worked, but this provision shall not apply in cases where the employee works afternoon and/or night shift for 2 weeks or less.
- (viii) The sequence of shifts shall not be deemed to be broken by a Public Holiday or a rostered day off.
- (ix) Subject to the provisions of this Agreement all work performed on a rostered shift when the major portion of such shift falls on a Saturday, Sunday or Public Holiday shall be paid for as follows—
 - (a) Saturday—at the rate of time and one half
 - (b) Sunday—at the rate of double time
 - (c) Public Holiday—at the rate of double time and one half

- (x) Day Shift—commencing at or after 6:00am and before 12:00 noon
 Afternoon Shift—commencing at or after 12:00 noon and before 6:00pm
 Night Shift—commencing at or after 6:00pm and before 6:00am
- (xi) An employee shall not be rostered for duty until at least 10 hours have elapsed since the employee's last shift.
- (xii) Shift arrangements may be varied by agreement between the employee and the Corporation. The relevant union shall be advised of any such variation.
- (B) Twelve Hour Shift Arrangements
 - (i) Notwithstanding the provisions of subclause (A) of this clause, the provisions of this clause shall apply to employees engaged as 12-hour shift employees.
 - (ii) The ordinary hours of an employee shall not exceed an average of 38 hours per week to be worked in shifts of 12 hours per day inclusive of 2 paid meal breaks of 30 minutes and 20 minutes respectively, in accordance with recognised shift roster cycle.
 - (iii)
 - (a) An employee shall, in respect of each hour of shift worked, be allowed 0.05 of an hour's leave with pay. Such leave shall accumulate and be taken by the employee in complete days during the shut down period at a time acceptable to the Corporation and the employee.
 - (b) Where it is not possible for the employee to take rostered days off during the shut down period or at a time mutually acceptable to the Corporation and the employee, the Corporation may pay out a sum of money equivalent to the rostered days off owed to the employee.
 - (iv) Subject to the provisions of this Agreement, all work performed on a rostered shift shall be paid for as follows—
 - (a) Saturday—at the rate of time and one half;
 - (b) Sunday—at the rate of double time;
 - (c) Public Holidays, except for Christmas Day and Labour Day, at the rate of time and one half plus 7.6 hours ordinary time;
 - (d) Christmas Day and Labour Day—at the rate of double time plus 7.6 hours ordinary time.
 - (v) A 12 hour shift employee shall be paid as follows for each night and day shift worked on any day other than a Saturday, Sunday or Public Holiday.
 - (a) Day Shift—5% more than the ordinary rate;
 - (b) Night Shift—15% more than the ordinary rate;
 - (vi) An employee called upon to relieve on any shift shall receive payment as prescribed in paragraphs (iv) and (v) of this subclause.
 - (vii) A shift starting before 6:00am or after 6:00pm shall be deemed a night shift. Any alteration to the shift roster and starting times shall be by agreement in writing between the Corporation, employees and the relevant union.
 - (viii)
 - (a) Notwithstanding the provisions of Clause 3.2—Overtime Rates, the provisions of this subclause apply only to employees engaged as 12 hour shift employees.
 - (b) The ordinary hours of work for employees shall be an average of 76 hours per fortnight.
 - (c) Subject as hereinafter provided all time worked in excess of normal shift rostered hours shall be paid for at the rate of double time.
 - (d) Provided that the two supplementary shifts an employee is required to work in a roster cycle shall be paid in accordance with subclause (ix) of this clause.
 - (ix)
 - (a) For the purposes of this clause a “supplementary shift” shall mean the overtime shift which is worked to effect an efficient roster operation.

- (b) An employee shall be paid for a supplementary shift on other than a public holiday as follows—
 - (i) Day Shift:
 3.8 hours at ordinary rates, plus 2 hours at the rate of time and one half, plus 6 hours at the rate of double time, plus a 5% shift loading for 4 hours of the shift.
 - (ii) Night Shift—
 As per the rates for day shift prescribed in paragraph (i) with a 15% loading for 4 hours of the shift being substituted for the 5% loading.
- (x) Employees shall take their leave in periods which assist the efficient operation of the 12 hour shift roster.
- (xi) Any proposed rostered position variations shall be made by agreement between the employees directly affected and the Corporation.

CLAUSE 3.4—LIVING AWAY FROM HOME AND TRAVELLING ALLOWANCES

(A) An employee who travels on official Corporation business will be reimbursed reasonable expenses on the following basis—

- (i) When a trip necessitates an overnight stay away from home and the employee is provided with accommodation and meals free of charge, reimbursement shall be—

Incidental Expenses

 - (a) WA—South of 26° South Latitude \$ 8.65
 - (b) WA—North of 26° South Latitude \$ 10.35
 - (c) Interstate \$ 10.35
- (ii) When a trip necessitates an overnight stay away from home and the employee is fully responsible for the employee's own accommodation, meals and incidental expenses, reimbursement shall be—

(a) Hotel/Motel Accommodation

| | | |
|--------------------------------|------------------------------------|-----------|
| Locality North of 26° Latitude | WA—Metropolitan Hotel or Motel | \$ 148.20 |
| Broome | | \$ 197.25 |
| Carnarvon | Locality South of 26° Latitude | \$ 124.05 |
| Dampier | | \$ 146.10 |
| Derby | Interstate—Capital City | |
| Exmouth | Sydney | \$ 176.90 |
| Fitzroy Crossing | Melbourne | \$ 166.60 |
| Gascoyne Junction | Other Capitals | \$ 153.80 |
| Halls Creek | Interstate—Other than Capital City | \$ 124.05 |
| Karratha | | \$ 240.10 |
| Kununurra | | \$ 154.75 |
| Marble Bar | | \$ 125.35 |
| Newman | | \$ 190.35 |
| Nullagine | | \$ 115.35 |
| Onslow | | \$ 101.80 |
| Pannawonica | | \$ 126.85 |
| Paraburdoo | | \$ 193.35 |
| Port Hedland | | \$ 202.75 |
| Roebourne | | \$ 133.70 |
| Sandfire | | \$ 97.35 |
| Shark Bay | | \$ 161.85 |
| Tom Price | | \$ 164.85 |
| Turkey Creek | | \$ 94.35 |
| Wickham | | \$ 130.35 |
| Wyndham | | \$ 101.85 |

- (b) Other than Hotel/Motel Accommodation
 When a trip necessitates an overnight stay away from home and other than hotel or motel accommodation is utilised, reimbursement shall be—
 - WA— South of 26° South Latitude \$ 53.15
 - WA—North of 26° South Latitude \$ 63.70
 - Interstate \$ 63.70

(iii) Part Days
 Reimbursement under subclause (ii) of this clause for part of a day shall be according to the following formula—

| Time to/from Headquarters | Percentage of Daily Rate on Day of Departure | Percentage of Daily Rate on Day of Return |
|---------------------------|--|---|
| Before 8:00am | 100% | 0% |
| From 8:00am to 1:00pm | 90% | 10% |
| From 1:00pm to 6:00pm | 75% | 25% |
| After 6:00pm | 50% | 50% |
| After 11:00pm | 0% | 100% |

- (iv) When a trip necessitates an overnight stay away from home and accommodation only is provided at no charge to the employee, reimbursement shall be, subject to the employee's certification that each meal claimed was purchased, according to the following—

| Meals | | Incidental Expenses | |
|---------------------------------|----------|--------------------------------|---------|
| WA—South of 26° South Latitude— | | WA—South of 26° South Latitude | \$ 8.65 |
| Breakfast | \$ 10.20 | | |
| Lunch | \$ 10.20 | WA—North of 26° South Latitude | \$10.35 |
| Evening Meal | \$ 24.05 | | |
| WA—North of 26° South Latitude: | | Interstate | \$10.35 |
| Breakfast | \$ 11.95 | | |
| Lunch | \$ 14.75 | | |
| Evening Meal | \$ 26.70 | | |
| Interstate: | | | |
| Breakfast | \$ 11.95 | | |
| Lunch | \$ 14.75 | | |
| Evening Meal | \$ 26.70 | | |

- (v) Camping "Under the Stars"

In the event that the Corporation cannot reasonably provide accommodation and the employees are required to camp "under the stars" the Corporation shall—

- pay an allowance of \$66.10 per day to cover all expenses and associated disabilities; or
- where the majority of employees agree, the Corporation shall provide all food and incidentals and pay an allowance of \$27.80 per day to cover associated disabilities;
- the allowances prescribed in this subclause shall be paid by the Corporation for each day or part thereof where work is being performed at a location which is so far from the employee's usual place of residence that the employee cannot reasonably return home each night;
- the Corporation shall reimburse the employee any outlay of expenses in excess of the allowances prescribed in this subclause, if the employee satisfies the Corporation that these costs have been reasonably incurred.

(B) Trips Not Involving an Overnight Stay

- (i) When an employee travels to a place outside a radius of 50 kilometres measured from the employee's headquarters and the trip does not involve an overnight stay away from headquarters, reimbursement for all meals claimed shall be at the rates set out in paragraph (iv) of subclause (A), subject to the employee's certification that each meal claimed was actually purchased, provided that:

- such travelling is not a normal feature in the performance of the employee's duties; and
- such travelling is not within the suburb in which the employee resides.

- (ii) When an employee departs from headquarters before 8:00am and does not arrive back at headquarters until after 11:00pm on the same day the employee shall be paid at the appropriate rate prescribed in Table (a) of paragraph (ii) of subclause (A).

(C) An employee who is relieving at or temporarily transferred to any place within a radius of 50 kilometres measured from the employee's headquarters shall not be reimbursed the cost of midday meals purchased.

(D) If on account of lack of suitable transport facilities an employee necessarily secures reasonable accommodation for the night prior to commencing travelling on early morning transport the employee shall be reimbursed the actual cost of such accommodation.

(E) Reimbursement of expenses shall not be suspended should an employee become ill whilst travelling, provided leave for the period of such illness is approved in accordance with provisions of the Clause 2.5—Sick Leave of this Agreement and the employee continues to incur accommodation, meal and incidental expenses.

(F) When it can be shown to the satisfaction of the Corporation by the production of receipts that reimbursement in accordance with this clause does not cover an employee's reasonable expenses for a whole trip the employee shall be reimbursed the excess expenditure.

(G) Weekend Absence from Residence

- (i) An employee who is temporarily absent from normal headquarters on relieving duty or travelling on official business outside a radius of 320 kilometres measured from the normal headquarters and is necessarily absent from the employee's residence and separated from dependants, shall be granted an additional day's leave for every group of 3 consecutive weekends so absent, provided that each weekend shall be counted as a member of only one group. Provided that—

- the relief duty or travelling on official business is within Australia and the employee is not required by the Corporation to work on the weekend;
- an additional day's leave shall not be allowed if the Corporation has approved the employee's dependants accompanying the employee during the period of relief or travelling;
- additional leave under this subclause shall be commenced within 1 month of the period of relief duty or travelling being completed unless the Corporation approves otherwise; and
- the annual leave loading prescribed by Clause 2.2—Annual Leave of this Agreement shall not apply to any leave entitlements under this clause.

- (ii) Employees who are temporarily absent from their normal headquarters on relieving duty or travelling on official business outside a radius of 320 and up to 400 kilometres measured from the normal headquarters, may elect to have the benefit of concessions provide by paragraph (iii) of this subclause in lieu of those provided by paragraph (i) of this subclause. Kalgoorlie, Albany and Geraldton shall be regarded as being within a radius of 400 kilometres for the purpose of this paragraph in the case of an employee resident in the metropolitan area.

- (iii) Employees who are temporarily absent from their normal headquarters on relieving duty or travelling on official business within a radius of 320 kilometres measured from the employee's headquarters and such relief duty or travel would normally necessitate the employee being absent from the employee's residence for a weekend, shall be allowed to return to such residence for the weekend. Provided that—

- an employee who is required by the Corporation to work on a weekend shall not be entitled to the concessions;
- all travelling to and from the employee's residence shall be undertaken outside of the employees prescribed hours of duty;
- an employee who has obtained the approval of the Corporation for dependants to accompany the employee during the period of relief or travelling shall not be entitled to the concessions provided by this subclause;
- when an employee is authorised by the Corporation to use the employee's own motor vehicle to travel to the locality where the relief duty is being performed or when travelling on official business the employee shall be reimbursed on the basis of one half of the appropriate rate prescribed in Clause 3.7—Motor Vehicle Allowances of this Agreement for the journey to the employee's residence for the weekend and the return to the place of relief duty: Provided that the maximum amount of reimbursement shall not exceed the cost of the rail or bus fare by public conveyance which otherwise would be utilised for such journey and payment shall be made only to the owner of such vehicle;

- (e) when an employee has been authorised by the Corporation to use a Corporation motor vehicle in connection with the relief duty or travelling on official business, the employee

shall be allowed to use that vehicle for the purpose of returning to the employee's residence for the weekend;

- (f) an employee who does not use the employee's own vehicle or a Corporation motor vehicle as provided by paragraphs (d) and (e) shall be reimbursed the cost of the fare by public conveyance by road or rail for the journey to and from the employee's residence for the weekend;
- (g) an employee who does not make use of the provision of this subclause shall be paid travelling allowance or relieving allowance as the case may require in accordance with the provisions of Clause 3.9—Relieving Allowance or subclause (A) of Clause 3.4—Living Away From Home & Travelling Allowances; and
- (h) employees who return to their residence for the weekend in accordance with the provisions of this subclause shall not be entitled to the reimbursement of any expenses under Clause 3.9—Relieving Allowance and Clause 3.4—Living Away from Home and Travelling Allowances of this Agreement from the time when the employee returns to the employee's residence to the time of departing from such residence to travel to resume duty at the place away from the residence.

(iv) Local Arrangements

Notwithstanding the provisions of this clause the Corporation and employees may, by mutual agreement, vary the arrangements applying to a particular job provided that the cost per day does not exceed what would have ordinarily been available under this clause.

CLAUSE 3.5—REMOTE LOCATION / DISTRICT ALLOWANCES

(A). District Allowances

The application of this Clause is subject to Clause 5.7 (A) Leave Reserved.

(B) Definitions

- (i) "Dependant" in relation to an employee means: a spouse or where there is no spouse, a child or any other relative resident within Western Australia who relies on the employee for their main support and who does not receive a district or location allowance of any kind.
- (ii) "Partial dependant" in relation to an employee (for the purpose of district allowance) means: a spouse or where there is no spouse, a child or any other relative resident within Western Australia who relies on the employee for their main support and who receives a district or location allowance of any kind less than that applicable to an employee without dependants under any award, agreement or other provision regulating the employment of the partial dependant.
- (iii) "Spouse means an employee's spouse including defacto spouse.

(C) (i) An employee shall be paid a district allowance at the standard rate prescribed in column 2 of the District Allowance Table of this clause, for the district in which the employee's headquarters is located. Provided that where the employee's headquarters is situated in a town or place specified in column 3 of that schedule the employee shall be paid a district allowance at the rate appropriate to that town or place as prescribed in column 4.

(ii) An employee who has a dependant shall be paid double the district allowance prescribed in paragraph (i) of this subclause for the district, town or place in which the employee's headquarters is located.

(iii) Where an employee has a partial dependant the total district allowance payable to the employee shall be the district allowance prescribed in paragraph (i) of this subclause plus an allowance equivalent to the difference between the rate of district or location allowance the partial dependant receives and the rate of district or location allowance the partial dependant

would receive if the employee was employed in a full time capacity under the agreement or other provision regulating the employment of the partial dependant.

(iv) When an employee is on approved annual leave, the employee shall for the period of such leave, be paid the district allowance to which the employee would ordinarily be entitled.

(v) When an employee is on long service leave or other approved leave with pay, other than annual leave, the employee shall only be paid district allowance for the period of such leave if the employee, dependant/s or partial dependant/s remain in the district in which the employee's headquarters are situated.

(vi) When an employee leaves the employee's district on duty, payment of any district allowance to which the employee would ordinarily be entitled shall cease after the expiration of 2 weeks unless the employee's dependant/s or partial dependant/s remain in the district or as otherwise approved by the Corporation.

(vii) Except as provided in paragraph (vi) of this subclause, a district allowance shall be paid to any employee ordinarily entitled thereto in addition to reimbursement of any travelling, transfer, relieving expenses or living away from home allowances prescribed in this Agreement.

(viii) Where an employee, whose headquarters is located in a district in respect of which no allowance is prescribed in the District Allowance Table of this clause, is required to travel or temporarily reside for any period in excess of 1 month in any district or districts in respect of which such allowance is payable, then notwithstanding the employee's entitlement to any allowance provided by Clause 3.9—Relieving Allowance and Clause 3.4—Living Away from Home and Travelling Allowances of this Agreement the employee shall be paid for the whole of such a period a district allowance at the appropriate rate prescribed by paragraphs (i), (ii) and (iii) of this subclause, for the district in which the employee spends the greater period of time.

(ix) When an employee is provided with free board and lodging by the Corporation the allowance shall be reduced to two-thirds of the allowance the employee would ordinarily be entitled to under this clause.

(D) Part-Time Employees

An employee who is employed on a part-time basis shall be paid a proportion of the appropriate district allowance payable in accordance with the following formula—

$$\frac{\text{Hours worked per fortnight}}{76} \times \frac{\text{Appropriate District Allowance}}{1}$$

(E) Adjustment of Rates

The rates expressed in the District Allowance Table of this clause shall be adjusted administratively every 12 months in the same manner as those formally published from time to time in the Western Australian Public Sector, effective from the first pay period to commence on or after the first day of July in each year.

Boundaries

For the purpose of the District Allowance Table the boundaries of the various districts shall be as described as follows. District

(1) The area within a line commencing on the coast; then east along Lat 28 to a point north of Tallering Peak, then due south to Tallering Peak; then south east to Mt Gibson and Burracoppin; then to a point south east at the junction of Lat 32 and Long 119; then south along Long 119 to the coast.

(2) That area within a line commencing on the south coast at Long 119 then east along the coast to Long 123; then north along Long 123 to a point on Lat 30; then west along Lat 30 to the boundary of No. 1 district.

(3) The area within a line commencing on the coast at Lat 26; then along Lat 26 to Long 123; then south along Long 123 to the boundary of No. 2 district.

(4) The area within a line commencing on the coast at Lat 24; then east to the South Australian border; then south to the coast; then along the coast to Long 123 then north to the intersection of Lat 26; then west along Lat 26 to the coast.

(5) That area of the State situated between Lat 24 and a line running east from Carnot Bay to the Northern Territory Border.

(6) That area of the state north of a line running east from Carnot Bay to the Northern Territory Border.

(F) District Allowance Table

(A) Without Dependants

| District No | Column 1 | Column 2 | Column 3 | Column 4 | |
|-------------|----------|---------------|---|--------------|----------------|
| | | Standard Rate | Exceptions to Standard Rate | Rate | |
| | \$ p.a. | \$ p.w. | Town or Place | \$ p.a. | \$ p.w. |
| (6) | 2921 | 56.15 | Nil | Nil | Nil |
| (5) | 2390 | 45.90 | Fitzroy Crossing Halls Creek Turner River Camp Nullagine Liveringa (Camballin) Marble Bar Wittenoom | 3218 2990 | 61.75 57.50 |
| | | | Karratha | 2815 | 54.15 |
| | | | Port Hedland | 2618 | 50.25 |
| (4) | 1204 | 23.10 | Warburton Mission | 3236 | 62.30 |
| | | | Carnarvon | 1134 | 21.75 |
| (3) | 759 | 14.60 | Meekatharra Mount Magnet Wiluna | 1204 | 23.10 |
| | | | Laverton Leonora Cue | | |
| (2) | 544 | 10.35 | Kalgoorlie Boulder | 182 | 3.45 |
| | | 10.35 | Ravensthorpe Norseman Salmon Gums Marvel Loch Esperance | 719 | 13.80 |
| (1) | | Nil | Nil | Nil | Nil |

(B) With Dependants

Double the appropriate rate as prescribed in this table.

CLAUSE 3.6—TRANSFER / DISTURBANCE ALLOWANCES

(A) Subject to subclauses (B) and (F) of this clause an employee who is transferred to a new locality in the ordinary course of promotion or transfer, or on account of illness due to causes over which the employee has no control, shall be paid at the rates prescribed in paragraph (ii) of subclause (A) of Clause 3.4—Living Away From Home & Travelling Allowances for a period of 14 days after arrival at new headquarters within Western Australia or for 21 days after arrival at a new headquarters in another state of Australia: Provided that if an employee is required to travel on official business during the said periods, such period shall be extended by the time spent in travelling. Under no circumstances, however, shall the provisions of this subclause operate concurrently with those of Clause 3.4—Living Away From Home & Travelling Allowances so as to permit an employee to be paid allowances in respect of both travelling and transfer expenses for the same period.

(B) Prior to the payment of an allowance specified in subclause (A) of this clause, the Corporation shall—

- (i) require the employee to certify that permanent accommodation has not been arranged or is not available from the date of transfer. In the event that permanent accommodation is to be immediately available, no allowance is payable; and
- (ii) require the employee to advise the Corporation that should permanent accommodation be arranged or become available within the prescribed allowance periods, the employee shall refund the pro-rata amount of the allowance for that period the occupancy in permanent accommodation takes place prior to the completion of the prescribed allowance periods; and
- (iii) provided also that should an occupancy date which falls within the specified allowance periods be notified to the Corporation prior to the employee's transfer the payment of a pro-rata amount of the allowance shall be made in lieu of the full amount.

(C) If an employee is unable to obtain reasonable accommodation for the transfer of the employee's home within the prescribed period referred to in subclause (A) of this clause and the Corporation is satisfied that the employee has taken all possible steps to secure reasonable accommodation the employee shall, after the expiration of the prescribed period, be paid in accordance with the rates prescribed in paragraph (i) of this subclause, as the case may require, until such time as the employee has secured reasonable accommodation: Provided that the period of reimbursement under this subclause shall not exceed 77 days without the approval of the Corporation.

(D) (i) Hotel/Motel Accommodation

| | | | |
|--------------------------------------|-----------|------------------------------------|----------|
| WA—Metropolitan Hotel or Motel | \$ 74.10 | Interstate—Capital City | |
| Locality South of 26° South Latitude | \$ 62.05 | Sydney | \$ 88.45 |
| | | Melbourne | \$ 83.30 |
| | | Other Capitals | \$ 76.90 |
| Locality North of 26° South Latitude | | Interstate—Other than Capital City | \$ 62.05 |
| Broome | \$ 98.60 | | |
| Carnarvon | \$ 61.60 | | |
| Dampier | \$ 73.05 | | |
| Derby | \$ 78.60 | | |
| Exmouth | \$ 78.65 | | |
| Fitzroy Crossing | \$ 80.20 | | |
| Gascoyne Junction | \$ 59.40 | | |
| Halls Creek | \$ 83.40 | | |
| Karratha | \$ 120.05 | | |
| Kununurra | \$ 77.35 | | |
| Marble Bar | \$ 62.70 | | |
| Newman | \$ 95.20 | | |
| Nullagine | \$ 57.70 | | |
| Onslow | \$ 50.90 | | |
| Pannawonica | \$ 63.40 | | |
| Paraburdoo | \$ 96.65 | | |
| Port Hedland | \$ 101.35 | | |
| Roebourne | \$ 66.85 | | |
| Sandfire | \$ 48.65 | | |
| Shark Bay | \$ 80.95 | | |
| Tom Price | \$ 82.40 | | |
| Turkey Creek | \$ 47.20 | | |
| Wickham | \$ 65.20 | | |
| Wyndham | \$ 50.90 | | |

(ii) Deduction for Normal Living Expenses

| | |
|------------|----------|
| Each adult | \$ 18.40 |
| Each child | \$ 3.15 |

(E) When it can be shown by the production of receipts or other evidence that an allowance payable under this clause would be insufficient to meet reasonable additional costs incurred by an employee on transfer, an appropriate rate of reimbursement shall be determined by the Corporation.

(F) An employee who is transferred to Corporation accommodation shall not be entitled to reimbursement under this clause: Provided that—

- (i) where entry into the Corporation accommodation is delayed through circumstances beyond the employee's control an employee may, subject to the production of receipts, be reimbursed actual reasonable accommodation and meal expenses for the employee and dependants less a deduction for normal living expenses prescribed in subclause (D)(ii) of this clause; and provided that
- (ii) if any costs are incurred under paragraph (ii) of subclause (G) —Disturbance Allowance they shall be reimbursed by the Corporation.

(G) Disturbance Allowance

- (i) Where an employee is transferred and incurs expenses referred to in paragraph (ii) of this subclause as a result of that transfer then the employee shall be granted a disturbance allowance and shall be reimbursed by the Corporation the actual expenditure incurred upon production of receipts or such other evidence as may be required.
- (ii) The disturbance allowance shall include—
 - (a) costs incurred for telephone installation at the employee's new residence provided that the cost of telephone installation shall be reimbursed only where a telephone was installed at the employee's former residence including Corporation accommodation;

- (b) costs incurred with the connection or reconnection of services to the employee's household, including Corporation accommodation, for water, gas or electricity; and
- (c) costs incurred with the redirection of mail to the employee's new residence for a period of not more than 3 months.

CLAUSE 3.7—MOTOR VEHICLE ALLOWANCES

(A) For the purposes of this clause the following expressions shall have the following meanings—

- (i) "Metropolitan area" means within the boundaries of the Corporation's Perth Region.
- (ii) "South West Land Division" means the South West Land Division as defined by Section 28 of the Land Act, 1933-1972 excluding the area contained within the metropolitan area.
- (iii) "Rest of the State" means that area south of 23.5° south latitude, excluding the metropolitan area and the "South West Land Division".

(B) Allowance for employees using their private vehicle on official business.

- (i) An employee who voluntarily consents to use the employee's vehicle when travelling on official business shall for journeys approved by the Corporation be reimbursed all expenses incurred in accordance with the appropriate rates set out in the Motor Vehicle Allowance Table of this clause.
- (ii) For the purpose of paragraph (i) of this subclause an employee shall not be entitled to reimbursement for any expenses incurred in respect of the distance between the employee's residence and headquarters and the return distance from headquarters to the employee's residence.

(C) Adjustments

Where the cost of fuel exceeds the allowance paid for a trip prescribed in subclause (B) of this clause the employee shall be reimbursed by the Corporation, subject to the production of receipts.

Motor Vehicle Allowance Table

| Designated Areas | Engine Displacement (in cubic centimetres) | | |
|--------------------------------|---|----------------------|--------------|
| | Over 2600 | 1600 & Under 2600 | Over 1600 |
| [Rate per kilometre (cents)] | | | |
| (i) Metropolitan Area | 63.3 | 54.9 | 48.7 |
| South West Land Division | 65.1 | 56.5 | 50.2 |
| North of 23.5° South Latitude | 71.4 | 62.3 | 55.5 |
| Rest of the State | 67.3 | 58.4 | 51.8 |

Motor Vehicle Allowance Table

- (ii) Motor Cycle
Irrespective of engine capacity, 21.9 cents per kilometre in all circumstances.

CLAUSE 3.8—REMOVAL / PROPERTY ALLOWANCES

(A) Removal Allowance

When an employee is transferred in the ordinary course of promotion or transfer, or on account of illness due to causes over which the employee has no control the employee shall be reimbursed—

- (i) the actual reasonable cost of conveyance of the employee and dependants;
- (ii) the actual cost (including insurance) of the conveyance of an employee's household furniture, effects and appliances up to a maximum volume of 50 cubic metres, provided that a larger volume may be approved by the Corporation in special cases;
- (iii) an allowance of \$501.00 for accelerated depreciation and extra wear and tear on furniture, effects and appliances for each occasion that an employee is required to transport the employee's furniture, effects and appliances provided that the Corporation is satisfied that the value of household furniture, effects and appliances moved by the employee is at least \$2996.00;
- (iv) reimbursement of reasonable expenses in kennelling and transporting of domestic pet or pets up to a

maximum amount of \$134.00. Pets are defined as dogs, cats, birds or other domestic animals kept by the employee or the employee's dependants for the purpose of household enjoyment. Pets do not include domesticated livestock, native animals or equine animals.

(B) An employee who is transferred solely at the employee's own request or on account of misconduct must bear the whole cost of removal unless otherwise determined by the Corporation prior to removal.

(C) An employee shall be reimbursed the full freight charges necessarily incurred in respect of the removal of the employee's motor vehicle plus a second motor vehicle or boat or trailer in lieu thereof. If authorised by the Corporation to travel to a new locality in the employee's own motor vehicle, reimbursement shall be one half the appropriate rate prescribed in Clause 3.7—Motor Vehicle Allowances.

(D) The employee shall, before removal is undertaken obtain quotes from at least two carriers which shall be submitted to the Corporation. Provided that payment by the Corporation for a volume amount beyond 50 cubic metres is not to occur without prior written approval.

(E) The Corporation may, in lieu of conveyance, authorise payment to compensate for any loss in any case where an employee, with prior approval of the Corporation, disposes of the employee's household furniture, effects and appliances instead of removing them to the new headquarters: Provided that such payments shall not exceed the sum which would have been paid if the employee's household furniture, effects and appliances had been removed by the cheapest method of transport available and the volume was 50 cubic metres.

(F) Receipts must be produced for all sums claimed.

(G) New appointees to the Corporation shall be entitled to receive the benefits of this clause if they are required by the Corporation to participate in any training course prior to being posted to their respective positions. This entitlement shall only be available to employees who have completed their training and who incur costs when moving to their first posting.

(H) Property Allowance

For the purposes of this clause the following expressions shall have the following meanings—

- (i) "Agent" means a person carrying on business as an estate agent in a state or territory of the Commonwealth, being, in a case where the law of that state or territory provides for the registration or licensing of persons who carry on such a business, a person duly registered or licensed under that law.

- (ii) "Dependant" in relation to an employee means—

- (a) spouse including defacto spouse;
- (b) child/children; or
- (c) other dependant family;

who resides with the employee and who relies on the employee for support.

- (iii) "Expenses" in relation to an employee means all costs incurred by the employee in the following areas—

- (a) legal fees in accordance with the Solicitor's Remuneration Order, 1976 as amended and varied, duly paid to a solicitor or in lieu thereof, fees charged by a settlement agent for professional costs incurred in respect of the sale or purchase, up to the maximum fee set out under item 8 of the said Order;
- (b) disbursements duly paid to a solicitor or a settlement agent necessarily incurred in respect of the sale or purchase of the residence;
- (c) real estate agent's commission in accordance with that fixed by the Real Estate and Business Agents Supervisory Board, acting under Section 61 of the Real Estate and Business Agents Act, 1978, duly paid to an agent for services rendered in the course of and incidental to the sale of the property, the maximum fee to be claimed shall be 50% as set out under Items 1 or 2—Sales by Private Treaty or Items 1 or 2—Sales by Auction of the Maximum Remuneration Notice;

- (d) stamp duty;
 - (e) fees paid to the Registrar of Titles or to the employee performing duties of a like nature and for the same purpose in another state or territory of the Commonwealth;
 - (f) expenses relating to the execution or discharge of a first mortgage; or
 - (g) the amount of expenses reasonably incurred by the employee in advertising the residence for sale.
- (iv) "Locality" in relation to an employee means—
- (a) Within the metropolitan area, that area within the boundaries of the Corporation's Perth region.
 - (b) Outside the metropolitan area, that area within a radius of 50 kilometres from an employee's headquarters when they are situated outside of the metropolitan area.
- (v) "Property" shall mean a residence as defined in this clause including a block of land purchased for the purpose of erecting a residence thereon to the extent that it represents a normal urban block of land for the particular locality.
- (vi) "Residence" includes any accommodation of a kind commonly known as a flat or a home unit that is, or is intended to be, a separate tenement including dwelling house, and the surrounding land, exclusive of any other commercial property, as would represent a normal urban block of land for the particular locality.
- (vii) "Settlement Agent" means a person carrying on business as settlement agent in a state or territory of the Commonwealth, being, in a case where the law of that state or territory provides for the registration or licensing of persons who carry on such a business, a person duly registered or licensed under the law.
- (I) When an employee is transferred from one locality to another or in the ordinary course of promotion or transfer, or on account of illness due to causes over which the employee has no control the employee shall be entitled to be paid a property allowance for reimbursement of expenses incurred by the employee—
- (i) In the sale of residence in the employee's former locality, which, at the date on which the employee received notice of transfer to a new locality—
 - (a) the employee owned and occupied; or
 - (b) the employee was purchasing under a contract of sale providing for vacant possession; or
 - (c) the employee was constructing for the employee's own permanent occupation, on completion of construction; and
 - (ii) In the purchase of a residence or land for the purpose of erecting a residence thereon for the employee's own permanent occupation in the new locality.
- (J) An employee shall be reimbursed such following expenses as are incurred in relation to the sale of a residence—
- (i) if the employee engaged an agent to sell the residence on the employee's behalf—50% of the amount of the commission paid to the agent in respect of the sale of the residence;
 - (ii) if a solicitor was engaged to act for the employee in connection with the sale of the residence—the amount of the professional costs and disbursements necessarily incurred and paid to the solicitor in respect of the sale of the residence;
 - (iii) if the land on which the residence is created was subject to a first mortgage and that mortgage was discharged on the sale, then an employee shall, if, in a case where a solicitor acted for the mortgagee in respect of the discharge of the mortgage and the employee is required to pay the amount of professional costs and disbursements necessarily incurred by the mortgagee in respect of the discharge of the mortgage—the amount so paid by the employee; or
 - (iv) if the employee did not engage an agent to sell the residence on the employee's behalf—the amount of the expenses reasonably incurred by the employee in advertising the residence for sale.
- (K) An employee shall be reimbursed such following expenses as are incurred in relation to the purchase of a residence—
- (i) if a solicitor or settlement agent was engaged to act for the employee in connection with the purchase of the residence—the amount of the professional costs and disbursements necessarily incurred are paid to the solicitor or settlement agent in respect of the purchase of the residence;
 - (ii) if the employee mortgaged the land on which the residence was erected in conjunction with the purchase of the residence, then an employee shall, if, in a case where a solicitor acted for the mortgagee and the employee is required to pay and has paid the amount of the professional costs and disbursements, including valuation fees but not a procuracy fee payable in connection with the mortgage, necessarily incurred by the mortgagee in respect of the mortgage, the amount so paid by the employee; and
 - (iii) if the employee did not engage a solicitor or settlement agent to act for the employee in connection with the purchase or such a mortgage, the amount of the expenses reasonably incurred by the employee in connection with the purchase or the mortgage, as the case may be, other than a procuracy fee paid by the employee in connection with the mortgage.
- (L) An employee is not entitled to be paid a property allowance under paragraph (ii) of subclause (I) of this clause unless the employee is entitled to be paid a property allowance under paragraph (i) of subclause (I), provided that the Corporation may approve the payment of a property allowance under paragraph (ii) of subclause (I) to an employee who is not entitled to be paid a property allowance under paragraph (i) if the Corporation is satisfied that it was necessary for the employee to purchase a residence or land for the purpose of erecting a residence thereon in the employee's new locality because of the employee's transfer from the former locality.
- (M) For the purpose of this Agreement it is immaterial that the ownership, sale or purchase is carried out on behalf of an employee who owns solely, jointly or in common with—
- (i) the employee's spouse; or
 - (ii) a dependant relative; or
 - (iii) the employee's spouse and a dependant relative.
- (N) Where an employee sells or purchases a residence jointly or in common with another person, not being a person referred to in subclause (M) of this clause, the employee shall be paid only the proportion of the expenses for which the employee is responsible.
- (O) An application by an employee for a property allowance shall be accompanied by evidence of the payment by the employee of the expenses, being evidence that is satisfactory to the Corporation.
- (P) Notwithstanding the foregoing provisions, an employee is not entitled to the payment of a property allowance—
- (i) In respect of a sale or purchase prescribed in subclause (I) of this clause which is effected—
 - (a) more than 12 months after the date on which the employee took up duty in the new locality; or
 - (b) after the date on which the Corporation received notification of being transferred back to the former locality;
 Provided that the Corporation may, in exceptional circumstances, grant an extension of time for such period as is deemed reasonable.
 - (ii) Where the employee is transferred from one locality to another solely at the employee's own request or on account of misconduct.

CLAUSE 3.9—RELIEVING ALLOWANCES

An employee who is required to take up duty away from headquarters on relief duty or to perform special duty, and

necessarily resides temporarily away from the employee's usual place of residence shall be reimbursed reasonable expenses on the following basis—

- (A) Where the employee is provided with accommodation and meals free of charge an allowance to meet incidental expenses shall be paid, as follows—

| | |
|--------------------------------|-----------------|
| WA—South of 26° South Latitude | \$ 8.65 per day |
| WA—North of 26° South Latitude | \$10.35 per day |
| Interstate | \$10.35 per day |

- (B) Where employees are fully responsible for their own accommodation, meals and incidental expenses and hotel or motel accommodation is utilised—

- (i) For the first 42 days after arrival at the new locality reimbursement shall be in accordance with the rates prescribed in Column A hereunder—

| | Column A | | | | Column B | | |
|--------------------------------------|----------|--------|-------|-------------------------|----------|--------|-------|
| | \$ | \$ | \$ | | \$ | \$ | \$ |
| WA—Metro Hotel or Motel | 148.20 | 74.10 | 49.35 | Nullagine | 115.35 | 57.70 | 38.40 |
| | | | | Onslow | 101.80 | 50.90 | 33.90 |
| | | | | Pannawonica | 126.85 | 63.40 | 42.25 |
| Locality South of 26° South Latitude | 124.05 | 62.05 | 41.30 | Paraburdoo | 193.35 | 96.65 | 64.40 |
| | | | | Port Hedland | 202.75 | 101.35 | 67.50 |
| | | | | Roebourne | 133.70 | 66.85 | 44.55 |
| Locality North of 26° North Latitude | | | | Sandfire | 97.35 | 48.65 | 32.40 |
| | | | | Shark Bay | 161.85 | 80.95 | 53.90 |
| | | | | Tom Price | 164.85 | 82.40 | 54.90 |
| Broome | 197.25 | 98.60 | 65.70 | Turkey Creek | 94.35 | 47.20 | 31.40 |
| Carnarvon | 123.15 | 61.60 | 41.00 | Wickham | 130.35 | 65.20 | 43.40 |
| Dampier | 146.10 | 73.05 | 48.65 | Wyndham | 101.85 | 50.90 | 33.90 |
| Derby | 157.20 | 78.60 | 52.35 | | | | |
| Exmouth | 157.35 | 78.65 | 52.40 | Interstate— | | | |
| Fitzroy Crossing | 160.35 | 80.20 | 53.40 | Capital City | | | |
| Gascoyne Junction | 118.85 | 59.40 | 39.55 | Sydney | 176.90 | 88.45 | 58.90 |
| Halls Creek | 166.85 | 83.40 | 55.55 | Melbourne | 166.60 | 83.30 | 55.45 |
| Karratha | 240.10 | 120.05 | 79.95 | Other Capitals | 153.80 | 76.90 | 51.20 |
| Kununurra | 154.75 | 77.35 | 51.55 | | | | |
| Marble Bar | 125.35 | 62.70 | 41.75 | Interstate— | | | |
| Newman | 190.35 | 95.20 | 63.40 | Other than Capital City | 124.05 | 62.05 | 41.30 |

- (ii) For periods in excess of 42 days after arrival in the new locality reimbursement shall be in accordance with the rates prescribed in Column B for employees with dependants or Column C for other employees, provided that the period of reimbursement under this subclause shall not exceed 49 days without the approval of the Corporation.

(C) Where employees are fully responsible for their own accommodation, meal and incidental expenses and other than hotel or motel accommodation is utilised reimbursement shall be in accordance with the rates prescribed hereunder—

| | |
|--------------------------------|------------------|
| WA—South of 26° South Latitude | \$ 53.15 per day |
| WA—North of 26° South Latitude | \$ 63.70 per day |
| Interstate | \$ 63.70 per day |

(D) Reimbursement of expenses shall not be suspended should an employee become ill when on relief duty, provided leave for the period of the illness is approved in accordance with the provisions of this Agreement and the employee continues to incur accommodation, meal and incidental expenses.

(E) When an employee is required to relieve or perform special duties in accordance with this clause is authorised by the Corporation to travel to the new locality in the employee's own motor vehicle, reimbursement for the return journey will be half the appropriate rate prescribed by Clause 3.7—Motor Vehicle Allowances. Provided that the maximum amount of reimbursement shall not exceed the cost of the fare by public conveyance which otherwise would be utilised for such return journey.

(F) Where it can be shown by the production of receipts or other evidence that an allowance payable under this clause would be insufficient to meet reasonable additional costs incurred, an appropriate rate of reimbursement shall be determined by the Corporation.

(G) The provisions of Clause 3.4—Living Away from Home and Travelling Allowances shall not operate concurrently with the provisions of this clause to permit an employee to be paid allowances in respect of both travelling and relieving expenses for the same period, provided that where an employee is required to travel on official business which involves an overnight stay away from the employee's temporary headquarters the Corporation may extend the periods specified in subclause(B) of this clause by the time spent in travelling.

(H) An employee who is required to relieve another employee or to perform special duty away from the employee's usual headquarters and is not required to reside temporarily away from the employee's usual place of residence shall, if

the employee is not in receipt of a higher duties or special allowance for such work, be reimbursed the amount of additional fares paid by the employee travelling by public transport to and from the place of temporary duty.

CLAUSE 3.10—FARES

(A) This clause does not apply to employees permanently attached to a depot or centre.

(B) This clause applies to employees, other than those prescribed in subclause (A), required to start and finish on the job. By custom and practice this is ordinarily construction workers.

(C) Subject to subclauses (A) and (B) the following allowances shall be paid to employees to compensate for fares and travelling time incurred in getting from home to and from a designated work site.

- (i) Within a radius of 50 kilometres of the GPO Perth—\$11.95 day.
- (ii) In respect of work carried out from a Corporation's main centre, where that centre is situated more than 50 kilometres from the GPO Perth the main post office in the town where that centre is situated is the starting point for the 50 kilometre radius.
- (iii) Where employees travel daily to a job outside the radial area described in subclause(C)(i) and (ii) the employee shall be paid at the ordinary hourly "on site" rate calculated to the next quarter of an hour, with a minimum payment for one-half hour for each return journey for any time outside ordinary working hours reasonably spent in travelling daily from the designated kilometre radius to a job and returning to that radius, in addition to the allowance prescribed in subclause (C)(i), plus any expenses necessarily and reasonably incurred in so travelling outside such radius.

(D) Provisions of Transport

- (i) The allowances prescribed in this clause, except the additional payment prescribed in circumstance paragraph (iii) of subclause (C) shall not be payable on any day on which the Corporation provides, or offers to provide, transport free of charge from the employee's home to the employee's place of work and return.
- (ii) Where an employee is required to start and finish on the job, uses transport provided by the Corporation from an agreed pick up point, other than the employee's home, to the job and return, the employee shall be paid 50% of the allowance prescribed in subclause (C)(i).

(E) Start and Finish

Employees shall start and cease work on the job at the usual commencing and finishing times within which ordinary hours may be worked, as required by the Corporation.

(F) Transfer

Employees shall transfer from site to site during ordinary working hours, as required by the Corporation.

(G) Daily Entitlement

The travelling allowances prescribed in this clause shall not be taken into account in calculating overtime, penalty rates, annual or sick leave, but shall be payable for any day on which the employee, in accordance with the Corporation requirements, works or reports for work or allocation of work.

(H) No Reduction

An employee currently in receipt of a fares and travelling time allowance which is in excess of the allowance contained in this clause shall not have the current allowance reduced until the job is completed or the employee is transferred to another site.

CLAUSE 3.11—LUMP SUM AND INCENTIVE PAYMENTS

(A) TOTAL FACTOR PRODUCTIVITY

- (i) Measurement of Organisational Productivity

- (a) The Corporation will use a "Tornqvist Total Productivity Factor Productivity Index" (TFP), following the methodology laid down by the

Industry Commission report "Measuring the Total Factor Productivity of Government Trading Enterprises", to determine, at the beginning of each financial year, the potential pool of savings available for Corporate and Local Area performance linked incentive payments in this Agreement.

(b) The calculation will be available to be audited.

(ii) Abnormal Adjustments

(a) In view of the dynamic nature of the Water Industry (i.e. the changing accounting requirements; and the changing needs of customers, employees and the Government on behalf of the community), interpretations or adjustments are needed and these are termed "abnormal adjustments". The criteria for determining abnormal adjustments include—

(i) material accounting changes which have a substantial effect on the underlying productivity of the Corporation;

(ii) those activities which will produce material changes in revenue or operating costs and are due to Government or management initiated activity which does not directly relate to the Corporation's operational activities or efficiency of the workforce and management.

(iii) specific events that would clearly distort the Agreement measure of productivity results (i.e. changes that would otherwise be included in the (TFP) measure that would give a false indication of productivity achieved); and

(iv) any adjustment identified for inclusion or exclusion in the productivity forecast must be impartial, and the data must be auditable.

(b) Where the occurrence of abnormal adjustments can be foreseen, they will be catered for and excluded from productivity index calculations where appropriate.

(B) PERFORMANCE LINKED INCENTIVE PAYMENT

(i) The Corporation will, in addition to base pay rates, reward employees at the end of the 1998/99 and 1999/00 financial years for Corporate and Local Area (as defined) performance. The rewards will be under the performance linked incentive scheme and will comprise a Corporate incentive payment and a Local Area incentive payment.

(ii) Each of these two payments will be a single, once only, lump sum amount in recognition of achievement over the financial year. They will not lead to any change in an employee's base pay rate.

(iii) Of the savings to be achieved, a one-third share will be available to employees at the end of the financial year. Thus the performance linked incentive scheme is self funding.

(iv) Prior to the commencement of the 1998/99 and the 1999/00 financial years, a TFP forecast will be made. The amount of a one-third share of the saving that would result from that TFP forecast will be communicated to employees at the beginning of the financial year. That amount will be paid to employees at the end of the financial year subject to the achievement of Corporate targets and Local Area targets.

(v) All employees will have an equal opportunity to earn the total incentive payment.

(vi) Each of the two performance linked incentive payments will be based on a sliding scale of performance. Partial achievement of agreed targets will result in a partial payment, provided that a threshold of achievement will be identified under which no incentive payment is made.

(vii) Corporate performance will be measured on targets associated with the four key result areas of 'Our Customers', 'Commercial Performance', 'Business Development' and 'The Environment' as published in the Corporation's 1998/99 and 1999/00 Statements of Corporate Intent. For the purposes of calculating the percentage of achievement against Corporate targets the four key result areas will be equally weighted and the threshold level will be the previous year's achievement.

(viii) Local Area members will identify their own targets, subject to endorsement by the relevant General Manager. Approved targets should—

(a) reflect the contribution of the Local Area to Corporate key result areas;

(b) be meaningful to the Local Area;

(c) be influenced by the Local Area; and

(d) be objective, valid and reliable;

(ix) If performance of the Local Area exceeds the agreed target, the Local Area component of the performance linked incentive payment can also be higher, up to 110%.

(x) Total Organisational Savings

Total organisational savings will be calculated from the following formula—

$$\text{Total Organisational Savings} = \text{TFP} \times \text{Organisational Expenditure}$$

Where—

TFP = The Total Factor Productivity (Tornqvist) index for the financial year

Organisational Expenditure = expenditure as defined for the TFP index.

(xi) Employee Share of Savings

The employee share of the total organisational savings will be in two components calculated as follows—

$$\text{Employee Share (potential)} = \frac{\text{Total Organisational Saving}}{3}$$

$$\text{Corporate Incentive Pool} = \frac{\text{Employee Share}}{2} \dots (\text{component 1})$$

$$\text{Local Area Incentive Pool} = \frac{\text{Employee Share}}{2} \dots (\text{component 2})$$

(xii) Payment of the Corporate Component of the Employee Share

The size of the potential payment each employee will be able to earn each year for the achievement of corporate targets is—

$$\text{Potential Payment} = \frac{\text{Corporate Incentive Pool}}{\text{Total Number of Full Time Equivalent Employees (FTE)}}$$

(xiii) Payment of the Local Area Component of the Employee Share

The Local Agreement for each local area will identify the method of distribution of each year's incentive payment for the achievement of local area targets. The incentive payment made within a local area shall be—

$$\begin{matrix} (0\% - 110\%) \\ \text{Achievement of} \\ \text{Local Area Targets} \end{matrix} \times \frac{\text{No. of FTE in Local Area}}{\text{Total No. of Full Time Equivalent Employees}} \times \text{Local Area Incentive Pool}$$

Where—

"Full time equivalent employees" is the average during the year, taking into account those who are part-time, and those who worked for part of the year.

(C) LUMP SUM PAYMENT

Employees entering into a Local Area Agreement (in accordance with Section 4—Local Agreements of this Agreement) will be paid \$500 as a lump sum on July 1 1998 or as soon thereafter as they have implemented their Local Agreement.

SECTION FOUR — LOCAL AGREEMENTS

CLAUSE 4.1—LOCAL WORK GROUPS MAY ENTER INTO LOCAL AGREEMENTS

(A) Subject to the provisions of this Section, a Local Work Group may enter into a Local Agreement. A Local Work Group shall comprise the employees in a Division, Region, Branch or, in exceptional circumstances as agreed between the parties, part of a Region or Branch.

CLAUSE 4.2—PURPOSE OF LOCAL AGREEMENTS

(A) A Local Agreement shall address the particular business and customer needs relevant to the Local Work Group. Its main aim is to have all employees contributing towards achievement of the Corporation's vision, through their involvement in developing and implementing appropriate strategies for achieving performance targets. A further aim is to make improvements to work arrangements and practices and remove impediments to the provision of a high level of customer service and employee satisfaction. A Local Agreement shall not—

- (i) reduce terms of employment, taken as a whole;
- (ii) reduce wage or salary rates;
- (iii) introduce unsafe or unhealthy work practices; or
- (iv) impose unreasonable obligations on individuals.

(B) In developing a Local Agreement, attention shall be given to ensuring that any proposed arrangements are safe, efficient, logical and legal.

(C) It is intended that Local Agreements build on the gains achieved through the Water Corporation (Enterprise Bargaining) Agreement 1996 and the Water Authority of Western Australia (Enterprise Bargaining) Agreement 1993.

(D) Local Agreements shall continue the philosophy of working together to improve business processes and performance to meet rising customer expectations.

(E) It is recognised that the several initiatives undertaken during the term of the previous Enterprise Bargaining Agreements made achievements in the areas of business improvement and customer focus.

(F) Several business improvement and performance issues from the previous Enterprise Bargaining Agreements are identified below and may be considered appropriate issues to be incorporated into Local Agreements.

- (i) continuous Improvement in process improvement and customer satisfaction;
- (ii) resolution of demarcation impediments to business improvements;
- (iii) deployment and mobility of employees to meet customer service requirements; and
- (iv) implementation of workplace change initiatives.

(G) Local Agreements may build on achievements under the previous Enterprise Bargaining Agreements by developing new initiatives and strategies which will provide opportunities for employee involvement in the development and implementation of business improvements and customer satisfaction.

CLAUSE 4.3—FORM AND CONTENT OF LOCAL AGREEMENTS

(A) Each Local Agreement shall include clauses covering the following matters—

- (i) who it applies to;
- (ii) their mission;
- (iii) term of agreement;
- (iv) critical success factors;
- (v) performance measures and targets;
- (vi) strategies;
- (vii) local arrangements; and
- (viii) monitoring.

CLAUSE 4.4—CONSULTATION TO CREATE LOCAL AGREEMENTS

(A) All employees intended to be covered by a Local Agreement shall be given a reasonable opportunity to contribute to the content of that Local Agreement.

(B) Employees shall be provided with relevant information and appropriate agreed training so that they are able to participate in the development of their Local Agreement.

(C) Relevant union officials and management representatives may attend any meeting convened to develop a Local Agreement. The relevant unions shall be notified in advance of the time and venue of any such meeting.

(D) When the employees in a Local Work Group, or management or any relevant union requests that a proposed change be introduced initially on a trial basis, the change shall not be introduced on a permanent basis until an appropriate trial has been conducted and the change made known to and accepted by a valid majority of employees, management and the relevant union.

(E) Minutes shall be kept of all meetings convened to develop a Local Agreement and copies of those minutes shall be forwarded, as soon as practicable, to the relevant General Manager and relevant Unions.

(F) Before the lodging of any application to certify or register a Local Agreement, the Local Agreement must be accepted by the relevant General Manager and a valid majority of the staff employed in the area intended to be covered by that Local Agreement.

CLAUSE 4.5—RATIFICATION OF LOCAL AGREEMENTS

(A) Prior to members of a Local Work Group voting on a proposed Local Agreement, a copy of that proposed Local Agreement shall be forwarded to the relevant unions.

(B) Any union which has an interest in the area of employment intended to be covered by the proposed Local Agreement and which has an objection to the ratification of the proposed Local Agreement or any part thereof, shall register that objection in writing with the relevant General Manager. If no objection has been received within 14 days of the date of acceptance by the relevant General Manager and a valid majority of the employees in areas intended to be covered by the proposed Local Agreement, applications shall be filed in the relevant industrial relations jurisdiction for certification or registration of the Local Agreement.

(C) If an objection to the proposed Local Agreement is received by the relevant General Manager within the period specified, no application shall be filed unless and until the objection has been resolved.

CLAUSE 4.6—LOCAL AGREEMENTS TO TAKE PRECEDENCE

(A) Where an inconsistency arises between the provisions of a Local Agreement and this Agreement, the provision of the Local Agreement shall prevail to the extent of the inconsistency.

CLAUSE 4.7—DISPUTE RESOLUTION PROCEDURE

(A) The procedure prescribed in Clause 5.6—Dispute Resolution Procedure of this Agreement shall be used, unless specified otherwise by a local agreement.

SECTION FIVE — MISCELLANEOUS

CLAUSE 5.1—TRANSITIONAL ARRANGEMENTS

(A) Long Service Leave

Transition Arrangements

- (i) Any qualifying service prior to the operative date of this Agreement for the first qualifying period of long service leave in relation to employees classified as wages or fixed term shall be calculated on a 10 year qualifying period basis and all qualifying service after that shall be calculated on a 7 year qualifying period basis.
- (ii) Subject to subclause (K) of Clause 2.4 Long Service Leave, (i) and (ii), employees who resign or whose services are terminated other than for misconduct, prior to completion of the full qualifying period for the first entitlement shall, subject to having completed 7 years continuous service, be paid pro rata long service leave.
- (iii) Employees who, prior to the operative date of this Agreement would have qualified for Long Service Leave at 10 years service shall be entitled to take

pro-rata Long Service Leave at the completion of 7 years service subject to the provisions of Clause 2.4.

(B) Adjustment of Leave Balances

Employees who were employed prior to the operative date of this Agreement under the Water Corporation (Salaries, Allowances and Conditions) Agreement 1996 shall have all leave balances other than long service leave balances increased by a factor of 38/37.5 to reflect the increase in standard weekly hours from 37.5 to 38 per week.

(C) Short Leave

- (i) Employees paid under Clause 2.2—Rates of Pay, Schedule (A) of the Water Corporation Pay and Allowances Agreement 1997, shall continue to have access to short leave previously prescribed by the Water Corporation (Salaries, Allowances & Conditions) Agreement 1996, until June 30 1998.
- (ii) Effective from July 1, 1998 an 0.45 percent adjustment to pay will be made in lieu of that prescribed in paragraph (i), in accordance with Clause 3.1- Method of Payment, subclause (L)(iv).

CLAUSE 5.2—TIME AND PAY RECORDS

(A) The Corporation shall keep or cause to be kept a time and pay record showing—

- (i) the name of each employee;
- (ii) the nature of the work performed;
- (iii) the hours worked each day; and
- (iv) the pay, allowances and overtime paid to each employee.

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

(B) Contents of Pay Slips

- (i) the name of the employee;
- (ii) the classification of the employee in accordance with this Agreement;
- (iii) the date on which the payment to which the pay slip relates is made;
- (iv) the period of days to which the payment relates; and
- (v) if the employee is paid at an hourly rate of remuneration—
 - (a) the ordinary hourly rate; and
 - (b) the number of hours in that period for which the employee was employed at that rate; and
 - (c) the amount of the payment made at that rate;
- (vi) if the employee is paid at another hourly rate of remuneration in addition to the ordinary hourly rate—
 - (a) that other rate, or those other rates, of remuneration;
 - (b) the number of hours in the period for which the employee was employed at the other rate or rates; and
 - (c) the amount of the payment made at the other rate or rates;
- (vii) if the employee is paid at an annual rate of remuneration—that rate as at the latest date to which the payment relates;
- (viii) the gross amount of the payment;
- (ix) the net amount of the payment; and
- (x) any amount included in the net amount of the payment that is by way of an allowance;
- (xi) the following details of each amount deducted from the gross amount of the payment—
 - (a) the purpose of each deduction; or
 - (b) the name, or the name and number, of the fund or account into which the amount of the deduction was paid;
- (xii) in respect of any occupational superannuation fund or scheme to which the employer made a contribution in respect of the employee in the period;
 - (a) the amount of the contribution; and
 - (b) the name of the fund or scheme.

(C) (i) The time and pay record will be produced for inspection by the Secretary or duly accredited official of the organisations named as parties to this Agreement during the Corporation's usual office hours and when necessary the duly accredited official of the relevant organisation may take a copy of the record.

(ii) The organisations referred to in paragraph (i) of this subclause shall—

- (a) give prior notification to the Corporation on when it proposes to inspect the record;
- (b) not conduct interviews during normal working hours in circumstances which will result in the Corporation's business being unduly interrupted or otherwise hampered; and
- (c) treat with confidentiality any information obtained from time to time on pay records.

(iii) The Corporation's office shall be deemed to be a convenient place for the purposes of inspecting records and if for any reason the time and pay record is not available when the duly accredited official of the relevant organisation calls to inspect it, the record shall be made available for inspection at a mutually convenient time at the Corporation's office.

(iv) If the Corporation maintains a personal or other file on an employee subject to the Corporation's convenience, the employee shall be entitled to examine all material maintained on that file.

CLAUSE 5.3—NOTIFICATION OF CHANGE

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

(ii) For the purpose of this clause "significant effects" include termination of employment; major changes in the composition, operation or size of the Corporation's workforce or in the skills required; elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of the matters referred to in this clause an alteration shall be deemed not to have significant effect.

(B) (i) The Corporation shall discuss with the employees affected and the relevant organisations representing the employees, inter alia, the introduction of the changes referred to in subclause (A) of this clause the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the relevant organisations representing the employees in relation to the changes.

(ii) The discussion shall commence as early as practicable after a firm decision has been made by the Corporation to make the changes referred to in subclause (A) of this clause, unless by prior arrangement the relevant organisations representing the employees are represented on the body formulating recommendations for change to be considered by the Corporation.

(iii) For the purposes of such discussion the Corporation shall provide to the employees concerned and the relevant organisations representing the employees all information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. Provided that the Corporation shall not be required to disclose confidential information, the disclosure of which would be harmful to the Corporation's interests.

CLAUSE 5.4 —RIGHT OF ENTRY

(A) The Secretaries of the organisations named as parties to this Agreement or duly authorised representatives, subject to notification to the Corporation, have the right to enter the Corporation's premises during working hours, including meal breaks, for the purpose of discussing with employees covered by this Agreement the legitimate business of the respective organisations or for the purpose of investigating complaints concerning the application of this Agreement, but shall in no way unduly interfere with the work of employees.

(B) Consistent with the terms of the Labour Relations Legislation Amendment Act 1997 and S.23(3)(c)(iii) of the Industrial Relations Act a representative of the Union shall not exercise the rights under this clause with respect to entering any part of the premises of the employer unless the employer is the employer, or former employer of a member of the Union.

CLAUSE 5.5 —COPIES OF AGREEMENT

(A) Every employee shall be entitled to have access to a copy of this Agreement. Sufficient copies shall be made available by the Corporation for this purpose.

CLAUSE 5.6 —DISPUTE RESOLUTION PROCEDURE

Unless otherwise agreed by the parties to this Agreement at an enterprise or local level, the following procedure shall apply—

- (A)
- (i) this procedure is entered into by all parties in the interests of promoting a more open environment conducive of change. Parties to this procedure shall at all levels regard any dispute raised as a matter of importance;
 - (ii) this is not a procedure for the resolution of safety, equal employment opportunity matters, or selection and recruitment appeals; and
 - (iii) the parties to this Agreement shall take steps to jointly notify all employees covered by this procedure of its terms and obligations.

(B) Objective

The objective of the parties to this procedure is to avoid industrial disputes and resolve issues by—

- (i) providing a mutually satisfactory mechanism for dealing with issues;
- (ii) clearly identifying the issue/dispute; and
- (iii) engaging expeditiously in—
 - (a) consultations and discussions; and/or
 - (b) negotiations; and
- (iv) having regard to the rules of natural justice and by abiding with the following procedure to facilitate an early resolution at the local level or wherever is most practical before an amicable settlement.

(C) Definitions

- (i) An issue—is a difference of opinion between an employee or group of employees and management. It shall include a disagreement, complaint or grievance raised in accordance with subclause (A) of this clause.
- (ii) A dispute—is an issue which cannot be resolved by discussion between local management and employees.
- (iii) Status quo is that which is the usual custom and practice applied to work arrangements.
 - (a) In the event of a dispute arising and this disputes settlement procedure being invoked by either party, the status quo shall be maintained pending resolution of the dispute by conciliation or arbitration.
 - (b) That in the event of a dispute over the facts of what constitutes the status quo, the parties shall—
 - (i) have discussions as soon as is practicable with a view to reaching agreement on what is to apply pending resolution of the dispute;
 - (ii) in the event of no agreement being reached in paragraph (i) the parties shall refer that matter to the Australian/Western Australian Industrial Relations Commission(s) for a conference, at which each party may put its proposal for the interim arrangement to apply on a without prejudice basis.

(D) Preliminary Stage

Any dispute or issue shall be dealt with in accordance with the following procedure. At each stage discussion shall be confined to the issue as first stated.

(i) Issue Resolution Stage

- (a) Any employee or group of employees with a grievance or complaint shall discuss it at a local level with their immediate supervisor in the first instance; provided that this does not prevent a shop steward or union representative from directly approaching the immediate supervisor on behalf of such employee(s) or being present at such meeting and does not prevent any employee of the Corporation from being present on behalf of management.
- (b) The supervisor or union representative shall make any necessary enquiries and shall attempt to resolve the matter or provide an answer, if not on the day the issue is raised, then as soon as it is practical to do so.
- (c) If any such issue requires time to provide an answer, the supervisor or union representative shall keep the employee(s) informed of the progress, until an answer has been given.
- (d) If the employee or group of employees continues to be aggrieved or the issue is still in dispute, Stage 1 of the dispute resolution stage shall be invoked.
- (e) However, where the issue(s) has widespread implication for the Corporations' employees represented by the union(s) concerned, Stage 2 of the dispute resolution stage shall be the first step in the dispute settlement process.

(ii) Dispute Resolution Stage

Stage 1

- (a) If an issue is unresolved after application of Preliminary Stage and/or the employee(s) continue/s to be aggrieved, then the dispute shall be submitted in writing to the Supervisor's Manager, and union official or representative, within 5 working days excluding Saturdays, Sundays and Public Holidays. Employees may seek the advice of their shop steward/workplace delegate/councillor at this stage if they have not already done so.
- (b) As soon as possible, but usually within 2 working days, excluding Saturdays, Sundays and Public Holidays, of receipt of the document, the Manager or nominated representative and/or Union Representative shall convene a meeting with a view to making a decision as to the action to be taken.
- (c) The employee's union representative together with another member of management may be present. Each party is to be given prior notice of who will be present at the meeting.
- (d) The Manager or nominated representative shall confirm the decision in writing to the parties concerned.
- (e) If the employee or relevant manager continues to be aggrieved or unreasonable delay on the part of management or union representatives has resulted in Stage 1 not being implemented or the issue is unresolved the matter as first stated shall be referred in writing to the

Manager responsible for Employee Relations for the Corporation, or the relevant Union Branch Secretary(s).

(iii) Stage 2

- (a) On being notified of an unresolved issue/grievance the Manager specified in paragraph (e) of Stage 1 shall arrange a meeting between the State Secretary of the Union(s) or nominee(s), the Union's local representative (if any), the appropriate Regional/Branch Manager and appropriate local personnel.
- (b) A meeting shall be arranged as soon as possible but normally within 3 working days of a request by a party excluding Saturdays, Sundays and Public Holidays. Depending upon the nature of the issue, an extension to the 3 day provision may be agreed between the parties.
- (c) Each party shall be given reasonable notice of the issues to be discussed or negotiated at the meeting convened.
- (d) If Stage 2 of the procedure is completed without the full resolution of the issue(s) the parties may proceed to Stage 3.

(iv) Stage 3

Each party is free to refer any industrial matter to the Australian/ Western Australian Industrial Relations Commission as appropriate. In keeping with the spirit of this procedure, this would be after Stage 2 is completed.

Provided that with exception of employees who come within the jurisdiction of the Public Service Arbitrator, persons involved in the question, dispute or difficulty shall confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Commission.

CLAUSE 5.7—LEAVE RESERVED

It is the intention of the parties to vary this Agreement during its term to give effect to the results of—

(A) Review of Remote Location Conditions & Allowances

It is the intention of the parties to consolidate, where appropriate, remote location conditions and allowances in effect at the operative date of this Agreement. The review shall commence as soon as practicable after the implementation of this Agreement and, subject to agreement being reached between the parties, the results of the review shall be implemented from the beginning of the first pay period commencing on or after 1 July 1998.

CLAUSE 5.8 —SALARY PACKAGING

(A) At the request of an employee and where agreed between the Corporation and an employee, the Corporation may introduce salary packaging in lieu of pay rates prescribed in Clause 2.2—Rates of Pay of the Water Corporation Pay and Allowances Agreement 1997 and the terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under this Agreement and the Water Corporation Pay and Allowances Agreement 1997 and shall be subject to the following provisions—

- (i) The Salary Package terms and conditions shall be in writing and signed by both the Corporation and employee and shall detail the components of the total salary package for the purpose of complying with Clause 5.2—Time and Pay Records of this Agreement.
- (ii) A copy of the Salary Package shall be made available to the employee and a copy shall be open for inspection by an accredited representative of the relevant union in accordance with Clause 5.4—Right of Entry of this Agreement.

- (iii) The Corporation must inform the employee in writing of how the benefits are costed in money terms.
- (iv) The salary package shall not increase the total cost of employment.
- (v) The employee shall be entitled to inspect details of payments and transactions made under the terms of the Salary Package.
- (vi) (a) Subject to paragraph (vii) of this subclause the configuration of the salary package shall remain in force for the period agreed between the Corporation and the employee; and
 - (b) where at the end of the agreed period the full amount allocated to a specific benefit has not been utilised, by agreement between the Corporation and the employee, any unused amount may be carried forward to the next period, or paid as a normal pay which shall be subject to usual taxation requirements.
- (vii) During the agreed period the Corporation or the employee may request a review of the package in the event that its cost or benefits are materially affected by changes in tax rulings or legislation. If agreement is unable to be reached the matter may be referred to the Western Australian or Australian Industrial Relations Commission for conciliation and/or arbitration.

CLAUSE 5.9—ADJUSTMENT OF ALLOWANCES

The allowances referred to in this clause shall be varied according to changes formally published in the public sector from time to time.

- (A) Living Away From Home and Travelling Allowances
- (B) District Allowances, subject to Clause 5.7 Leave Reserved
- (C) Transfer/Disturbance Allowances
- (D) Motor Vehicle Allowances
- (F) Removal/Property Allowances
- (G) Relieving Allowances.

CLAUSE 5.10 —MONITORING AND IMPLEMENTATION

The parties agree to the formation of a joint forum to monitor the implementation of the new Agreement.

CLAUSE 5.11—PROTECTIVE CLOTHING

Employees engaged on work which requires the wearing of protective clothing shall be provided with the necessary protective clothing. Any laundering costs associated with protective clothing shall be at the expense of the Corporation.

CLAUSE 5.12—SIGNATORIES

Signed for and on behalf of the Corporation.

.....

WITNESS

Dated: / / Dated: / /

Signed for and on behalf of the Community and Public Sector Union, WA Branch, Civil Service Association of Western Australia Incorporated.

.....

WITNESS

Dated: / / Dated: / /

Signed for and on behalf of the Australian Liquor, Hospitality and Miscellaneous Workers Union (Miscellaneous Workers WA Branch).

.....

WITNESS

Dated: / / Dated: / /

Signed for and on behalf of the Australian Workers Union.

.....

WITNESS

Dated: / / Dated: / /

Signed for and on behalf of the Automotive, Food, Metals, Printing and Kindred Industries Union, Western Australian Branch.

.....
WITNESS

Dated: / / Dated: / /

Signed for and on behalf of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering & Electrical Division, Western Australian Branch.

.....
WITNESS

Dated: / / Dated: / /

SECTION SIX—APPENDICES

WATER CORPORATION CONDITIONS AGREEMENT 1997

SCHEDULE A—DISTRICT ELECTRICAL TECHNICIANS

(A) Title

This Schedule shall be known as Schedule A—Engineering Tradespersons (District Electrical Technicians) and comprises conditions conferred by Order No. C 749 of 1990.

(B) Arrangement

- (A) Title
- (B) Arrangement
- (C) Application and General Conditions of Employment
- (D) Standby
- (E) Pay
- (F) Overtime
- (G) Late Start
- (H) Travelling Allowances
- (I) Meal Allowances
- (J) Assistants
- (K) Telephones
- (L) Vehicles
- (M) Districts
- (N) Date of Operation

(C) Application and General Conditions of Employment

The provisions of this Schedule shall apply to persons employed by the Corporation as Engineering Tradespersons (District Electrical Technicians). The provisions of this Schedule shall apply in addition to the provisions of the Water Corporation Pay and Allowances Agreement 1997 and the Water Corporation Conditions Agreement 1997.

(D) Standby

Engineering Tradespersons (District Electrical Technicians) employed by the Corporation shall be rostered for standby each alternate week to be available for out of hours duty for 7 days in accordance with a formal roster and payment for standby shall be made in accordance with subclause (C) of Clause 3.2—Overtime of the Water Corporation Conditions Agreement 1997.

(E) Pay

In addition to the total weekly rate prescribed in Table (C) of Clause 2.2—Rates of Pay of the Water Corporation Pay and Allowances Agreement 1997 for the classification Water Industry Engineering Tradesperson Level C8, an all purpose payment equal to 25% of the total weekly rate including tool allowance shall be paid to District Electrical Technicians. Except as provided in Clause (D)—Standby and Clause (F)—Overtime of this Schedule, such payment shall be paid in recognition of all out of hours work.

(F) Overtime

In addition to the payment provided for in Clause (E)—Pay, of this Schedule, overtime shall be paid in accordance with the Water Corporation Conditions Agreement 1997 where out of hours work is required and involves—

- (i) installation work necessary to complete a construction project;
- (ii) work not associated with a fault in an operating system provided the work is not a continuation of the normal daily maintenance;
- (iii) call-outs occurring on a non-standby week;

(iv) emergencies brought about by cyclone, flood or storm or other similar occurrences; or

(v) call-outs occurring on a standby week for time in excess of a 6 hour continuous period inclusive of travelling time.

(G) Late Start

Notwithstanding the provisions of subclause (D) of Clause 3.2—Overtime, of the Water Corporation Conditions Agreement 1997, all time worked after midnight and prior to the commencement of the ordinary work of that day shall be added to the usual commencing time of that day to enable a late start for such employee and in any event, any call-out after midnight shall entitle the employee to a minimum late start of 2 hours.

(H) Travelling Allowances

When a job necessitates an overnight stay away from headquarters, reimbursement shall be according to rates prescribed in Clause 3.4—Living Away from Home & Travelling Allowances of the Water Corporation Conditions Agreement 1997.

(I) Meal Allowances

The provisions of Clause 3.4—Living Away from Home & Travelling Allowances of the Water Corporation Conditions Agreement 1997, shall apply in circumstances where the job does not involve an overnight stay.

(J) Assistants

Assistants shall be assigned on a needs basis determined by the nature of the particular job. Any dispute shall be determined having regard for the provisions of the Occupational Safety and Health Act 1994.

(K) Telephones

- (i) The cost of new installations and/or new connections shall be met by the Corporation. District Electrical Technicians shall be reimbursed costs associated with rental and Corporation business calls in the manner applying generally to Corporation employees.
- (ii) Employees relieving as District Electrical Technicians shall be reimbursed costs of rental and business calls proportionate to the duration of the relief.

(L) Vehicles

District Electrical Technicians shall be supplied suitable vehicles which shall be equipped to a suitable standard agreed to by the parties from time to time.

(M) Districts

- (i) District Electrical Technicians employed by the Corporation shall operate within districts identified by the parties through an exchange of letters from time to time for the purposes of allocating day to day routine maintenance.
- (ii) Variations to the districts described in paragraph (i) of this clause shall be by agreement between the parties and shall be limited to such variations as are needed due to changes in workload which may occur from time to time.
- (iii) Call-outs on standby weeks shall be limited to those districts identified by the standby roster.

(N) Date of Operation

This Schedule shall operate from the date of the Water Corporation Conditions Agreement 1997.

WATER CORPORATION CONDITIONS AGREEMENT 1997

SCHEDULE B—MOBILE MECHANICAL FITTERS

(A) Title

This Schedule shall be known as Schedule B—Engineering Tradespersons (Mobile Mechanical Fitters) and comprises conditions conferred by Order No. C 380 of 1991.

(B) Arrangements

- (A) Title
- (B) Arrangement
- (C) Application and General Conditions of Employment
- (D) Date of Operation
- (E) Pay
- (F) Overtime
- (G) Late Start
- (H) Telephones

(C) Application and General Conditions of Employment

The provisions of this Schedule shall apply to persons employed by the Corporation as Engineering Tradespersons (Mobile Mechanical Fitters). The provisions of this Schedule shall apply in addition to the provisions of the Water Corporation Pay and Allowances Agreement 1997 and the Water Corporation Conditions Agreement 1997.

(D) Date of Operation

This Schedule shall take effect from the operative date of the Water Corporation Conditions Agreement 1997.

(E) Pay

In addition to the appropriate total weekly pay prescribed in Table (C) of Clause 2.2—Rates of Pay of the Water Corporation Pay and Allowances Agreement 1997, an all purpose payment equal to 25% of the total weekly pay including tool allowance shall be paid to Mobile Mechanical Fitters. Except as provided in Clause (F)—Overtime of this Schedule, such payment shall be in recognition of all out of hours work.

(F) Overtime

In addition to the payment set out in Clause (E)—Pay of this Schedule, overtime shall be paid in accordance with the Water Corporation Conditions Agreement 1997 where out of hours work is required and involves—

- (i) installation work necessary to complete a construction project;
- (ii) work not associated with a fault in an operating system provided the work is not a continuation of the normal maintenance programme;
- (iii) emergencies brought about by cyclone, flood or other similar occurrences; or
- (iv) call-outs in excess of a 6 hour continuous period inclusive of travelling time. In such a case, the whole of the period worked, inclusive of travelling time, shall be paid for in accordance with the overtime provisions of the Water Corporation Conditions Agreement 1997.

(G) Late Start

Notwithstanding the provisions of subclause (D) of Clause 3.2—Overtime of the Water Corporation Conditions Agreement 1997, all time worked after midnight and prior to the commencement of the ordinary work of that day shall be added to the usual commencing time of that day to enable a late start for such employee and in any event, any call-out after midnight shall entitle the employee to a minimum late start of 2 hours. Such a late start shall be without loss of pay.

(H) Telephones

- (i) Where, at the commencement of the Water Corporation Conditions Agreement 1997, the telephone rental and business calls of an employee were being paid for by the Corporation, that arrangement shall continue whilst the employment status of that employee remains constant.
- (ii) An employee relieving as a Mobile Mechanical Fitter shall be reimbursed pro-rata telephone rental for the duration of such relief, where the employee being relieved has such rental reimbursed.
- (iii) In any event, an employee shall be reimbursed the cost of business calls.
- (iv) Allocation of new installations and/or connections paid for by the Corporation shall be at discretion of the Corporation.

WATER CORPORATION CONDITIONS AGREEMENT 1997

SCHEDULE C—RANGERS

The provisions of the Water Corporation Pay and Allowances Agreement 1997 and the Water Corporation Conditions Agreement 1997 apply to Rangers employed by the Corporation, except where those provisions are inconsistent with this Schedule, in which case the provisions of this Schedule shall apply.

(A) Hours

- (i) An employee who is classified as a Ranger and paid the rates prescribed for a Ranger in Table (B) of Clause 2.2—Rates of Pay of the Water Corporation Pay and Allowances Agreement 1997, shall be available for duty as required on any of the 7 days of the week.

- (ii) In the absence of fixed hours of duty the Corporation may substitute the hours generally applying to the majority of the workforce for timekeeping and payroll purposes.

(B) Rostered Time Off

In each 14 day period a Ranger shall have one 12 hour period during the day and one 36 hour period (day/night/day) rostered off duty.

(C) Public Holidays

- (i) A Ranger required to work on a public holiday shall be paid 8.5 hours, irrespective of actual time worked, at double time and one half, or if the employee agrees at time and one half and in addition be allowed to take a day's leave with pay on a day mutually agreed between the employee and the Corporation.
- (ii) For the purposes of this clause the hourly rate shall be calculated by dividing the weekly pay rate by 38.

(D) Sick Leave

A Ranger shall have sick leave entitlements debited at the rate of one eleventh of a fortnight for each day's non-attendance on the grounds of personal ill health or injury.

(E) Special Provisions

- (i) A Ranger shall be supplied with a house on site and be required to live in it.
- (ii) Power, water and fuels for cooking and heating shall be supplied free of charge.
- (iii) Telephone rental and calls within areas designated by the Corporation shall be paid for by the Corporation.
- (iv) A Ranger shall be provided with first aid training and be appointed as First Aid Attendant in accordance with subclause (N) of Clause 2.2, Special Rates and Provisions of the Water Corporation Pay and Allowances Agreement 1997.
- (v) A Ranger shall be provided with a uniform as agreed from time to time between the Corporation and the relevant Union.
- (vi) A Ranger called out to work during the period 10:30pm to 5:30am shall not be required to perform other than source operational duties for an equivalent period of that day.
- (vii) (a) In addition to the pay rates prescribed for a Ranger in Table (B) of Clause 2.2—Rates of Pay of the Water Corporation Pay and Allowances Agreement 1997, a weekly loading of 25% of the pay shall be payable for all purposes, including calculation of superannuation entitlements.
(b) The loading prescribed above shall be paid as compensation for the absence of fixed hours of duty.

(F) Ranger Harding Dam

An additional loading of 10% shall be paid on the rates prescribed in paragraph (vii)(a) of subclause (E), in lieu of the time provisions set out in paragraph (vi) of subclause (E).

(G) Ranger Relieving at Another Dam

- (i) Accommodation provided to a Ranger relieving at another dam shall be of a standard agreed to from time to time between the Corporation and the relevant Union.
- (ii) An allowance equivalent to that prescribed in subclause (V) of Clause 3.2—Overtime of the Water Corporation Conditions Agreement 1997 shall be paid on the following basis—
 - (a) relief not involving an overnight stay—one allowance; or
 - (b) relief involving an overnight stay—three allowances.
- (iii) In addition to any other provisions in this clause the following provisions shall apply—
 - (a) When relief extends beyond 4 consecutive 24 hour periods a Ranger shall be allowed 8 hours off duty without loss of pay for the purpose of re-provisioning for the continuance of that relief.

- (b) The 8 hour period shall be allowed after each 4th day or by mutual agreement with the Corporation.
- (c) For the purposes of this subclause the 8 hours off duty does not break the continuity of the relief.

WATER CORPORATION CONDITIONS AGREEMENT
1997

SCHEDULE D—APPRENTICES

(A) For the purposes of this Schedule, Tradespersons rate means the rate of pay prescribed for an employee classified as a Water Industry Tradesperson Level C10 in Table (C) of Clause 2.2—Rates of Pay of the Water Corporation Pay and Allowances Agreement 1997.

(B) The weekly pay for apprentices shall be a percentage of a tradespersons rate according to the following—

| | |
|----------------------------|----|
| Five-year term | % |
| First year | 40 |
| Second year | 48 |
| Third year | 55 |
| Fourth year | 75 |
| Fifth year | 88 |
| Four-year term | |
| First year | 42 |
| Second year | 55 |
| Third year | 75 |
| Fourth year | 88 |
| Three and a half-year term | |
| First six months | 42 |
| Next year | 55 |
| Next following year | 75 |
| Final year | 88 |
| Three-year term | |
| First year | 55 |
| Second year | 75 |
| Third year | 88 |

(C) Tool Allowance

In addition to the pay rates prescribed in this schedule, apprentices shall be paid the appropriate tool allowance prescribed in Clause 2.2—Rates of Pay of the Water Corporation Pay and Allowances Agreement 1997.

(D) Minimum Wage

- (i) No employee, 21 years of age or over shall be paid less than the minimum weekly rate of pay for employees 21 or more years of age as prescribed by an Order made under Section 15 of the Western Australian Minimum Conditions of Employment Act 1993 as the ordinary rate of pay in respect of the ordinary hours of work prescribed by the Water Corporation Conditions Agreement 1997, or in the case of an adult apprentice, not less than 87.4% of the tradespersons rate at C10, prescribed in paragraph (A) of this schedule, whichever is the greater.
- (ii) Where the minimum rate of pay is applicable that rate shall be payable for public holidays, during annual leave, sick leave, long service leave and any other paid leave prescribed by the Water Corporation Conditions Agreement 1997.

WATER CORPORATION CONDITIONS AGREEMENT 1997

SCHEDULE E—PUMPERS NORTH WEST REGION

(A) Application and General Conditions of Employment

The provisions of the Water Corporation Conditions Agreement 1997 and the Water Corporation Pay and Allowances Agreement 1997 shall apply to pumpers employed by the Corporation, except where those provisions are inconsistent with this schedule, in which case the provisions of this schedule shall apply.

(B) Pay

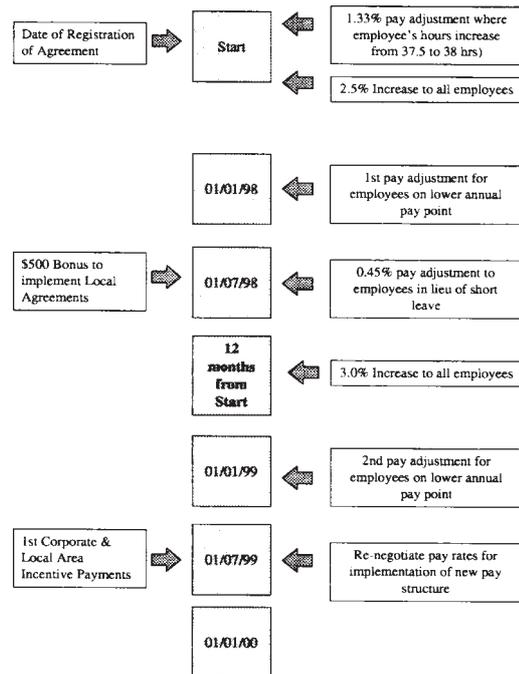
In addition to the appropriate weekly pay prescribed in Clause 2.2—Rates of Pay, Table (B) of the Water Corporation Pay and Allowances Agreement 1997 an allowance expressed as a percentage shall be paid in lieu of all work performed outside designated ordinary hours of work.

(C) Hours

- (i) An employee who is classified as a Pumper shall be available for duty as required on any 7 days of the week.
- (ii) In the absence of fixed hours of duty the Corporation may substitute the hours generally applying to the majority of the workforce for timekeeping and payroll purposes.
- (iii) Days in lieu of rostered days off and Public Holidays worked shall be taken by mutual arrangement between the employee and the Corporation.

WATER CORPORATION CONDITIONS AGREEMENT
1997

SCHEDULE F—TIMETABLE FOR PAYMENTS



**PUBLIC SERVICE
ARBITRATOR—
Awards/Agreements—
Variation of—**

**HOSPITAL SALARIED OFFICERS' AWARD 1968.
No. 39 of 1968.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Hospital Salaried Officers Association of Western Australia
(Union Workers)

and

Board of Management, Royal Perth Hospital and Others.

No. P 56 of 1997.

11 February 1998.

Order:

HAVING heard Ms A. Kennedy on behalf of the Applicant and Ms P. Wilson on behalf of the Respondents and by consent, the Commission, pursuant to the powers

conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Hospital Salaried Officers' Award 1968 as varied, be further varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after 1 July 1997.

(Sgd.) C.B. PARKS,
Commissioner.

[L.S.]

Schedule.

1. Clause 15.—Meal Money: Delete the amounts '\$4.70', '\$5.80' and '\$6.95' in this clause and insert in lieu thereof the amounts '\$6.50', '\$8.00' and '\$9.60' respectively.

2. Clause 20.—Motor Vehicle Allowances—

A. Delete subclauses (7), (8) and (9) of this clause and insert in lieu thereof—

(7) Requirement to Supply and Maintain a Motor Vehicle

| Area Details | Rate (cents) per kilometre Engine Displacement (in cubic centimetres) | | |
|--------------------------------------|---|--------------------------|---------------------|
| | Over 2600cc | Over 1600cc to 2600cc | 1600cc and under |
| <u>Metropolitan Area</u> | | | |
| First 4000 kilometres | 136.3 | 118.4 | 103.5 |
| Over 4000 up to 8000 kms | 56.7 | 49.1 | 43.7 |
| Over 8000 up to 16000 kms | 30.2 | 26.1 | 23.8 |
| Over 16000 kms | 31.6 | 27.2 | 24.5 |
| <u>South West Land Division</u> | | | |
| First 4000 kilometres | 139.4 | 121.3 | 106.4 |
| Over 4000 up to 8000 kms | 58.3 | 50.6 | 45.1 |
| Over 8000 up to 16000 kms | 31.3 | 27.1 | 24.7 |
| Over 16000 kms | 32.5 | 28.0 | 25.2 |
| <u>North of 23.5° South Latitude</u> | | | |
| First 4000 kilometres | 154.4 | 135.1 | 118.9 |
| Over 4000 up to 8000 kms | 63.9 | 55.7 | 49.7 |
| Over 8000 up to 16000 kms | 33.7 | 29.2 | 26.7 |
| Over 16000 kms | 33.4 | 28.7 | 25.8 |
| <u>Rest of State</u> | | | |
| First 4000 kilometres | 144.1 | 125.2 | 109.6 |
| Over 4000 up to 8000 kms | 60.3 | 52.3 | 46.5 |
| Over 8000 up to 16000 kms | 32.4 | 28.0 | 25.5 |
| Over 16000 kms | 33.3 | 28.5 | 25.7 |

(8) Voluntary Use of a Motor Vehicle

| | | | |
|-------------------------------|------|------|------|
| Metropolitan Area | 63.3 | 54.9 | 48.7 |
| South West Land Division | 65.1 | 56.5 | 50.2 |
| North of 23.5° South Latitude | 71.4 | 62.3 | 55.5 |
| Rest of the State | 67.3 | 58.4 | 51.8 |

(9) Voluntary Use of a Motor Cycle

| Distance Travelled During a Year on Official Business | Rate Cents per kilometre |
|--|-----------------------------|
| Rate per kilometre | 21.9 |

B. Delete subclause (11) of this clause and insert in lieu thereof—

(11) The allowances in this clause shall be varied in accordance with any movement in the allowance in the Public Service Award 1992.

3. Clause 21.—Travelling—

A. Delete from the preamble of subclause (11) of this clause the word and figure 'Item 16' and insert in lieu thereof the word and figure 'Item 17'.

B. Delete from paragraph (iii), of subclause (11), of this clause the word and figure 'Item 17' and insert in lieu thereof the word and figure 'Item 18'.

4. Clause 22.—Transfers: Delete from subclause (4) of this clause the words and figures 'Column A, Items 14 and 15' and insert in lieu thereof the words and figures 'Column A, Items 15 and 16'.

5. Clause 24A.—Travelling, Transfer and Relieving Duty—Rates of Allowance: Delete this clause and insert in lieu thereof—

24A.—TRAVELLING, TRANSFERS AND RELIEVING DUTY—RATES OF ALLOWANCE

| Item | Particulars | Column A Daily Rate | Column B Daily Rate Married Officer: Relieving Allowance for Period in Excess of 42 Days (Clause 24(3)(ii)) Transfer Allowance for Period in Excess of Prescribed Period (Clause 22(2)) | Column C Daily Rate Single Officer: Relieving Allowance for Period in Excess of 42 Days (Clause 24 (3)(ii)) |
|------|-------------|------------------------|---|--|
| | | \$ | \$ | \$ |

ALLOWANCE TO MEET INCIDENTAL EXPENSES

| | | | | |
|-----|----------------------------------|-------|--|--|
| (1) | W.A.—South of 26° South Latitude | 8.65 | | |
| (2) | W.A.—North of 26° South Latitude | 10.35 | | |
| (3) | Interstate | 10.35 | | |

ACCOMMODATION INVOLVING AN OVERNIGHT STAY IN A HOTEL OR MOTEL

| | | | | |
|-----|---------------------------------------|--------|--------|-------|
| (4) | W.A.—Metropolitan Hotel or Motel | 148.20 | 74.10 | 49.35 |
| (5) | Locality South of 26° South Latitude | 124.05 | 62.05 | 41.30 |
| (6) | Locality North of 26° South Latitude— | | | |
| | Broome | 197.25 | 98.60 | 65.70 |
| | Carnarvon | 123.15 | 61.60 | 41.00 |
| | Dampier | 146.10 | 73.05 | 48.65 |
| | Derby | 157.20 | 78.65 | 52.35 |
| | Exmouth | 157.35 | 78.60 | 52.40 |
| | Fitzroy Crossing | 160.35 | 80.20 | 53.40 |
| | Gascoyne Junction | 118.85 | 59.40 | 39.55 |
| | Halls Creek | 166.85 | 83.40 | 55.55 |
| | Karratha | 240.10 | 120.05 | 79.95 |
| | Kununurra | 154.75 | 77.35 | 51.55 |
| | Marble Bar | 125.35 | 62.70 | 41.75 |
| | Newman | 190.35 | 95.20 | 63.40 |
| | Nullagine | 115.35 | 57.70 | 38.40 |
| | Onslow | 101.80 | 50.90 | 33.90 |
| | Pannawonica | 126.85 | 63.40 | 42.25 |
| | Paraburdoo | 193.35 | 96.65 | 64.40 |
| | Port Hedland | 202.75 | 101.35 | 67.50 |
| | Roebourne | 133.70 | 66.85 | 44.55 |
| | Sandfire | 97.35 | 48.65 | 32.40 |
| | Shark Bay | 161.85 | 80.95 | 53.90 |
| | Tom Price | 164.85 | 82.40 | 54.90 |
| | Turkey Creek | 94.35 | 47.20 | 31.40 |
| | Wickham | 130.35 | 65.20 | 43.40 |
| | Wyndham | 101.85 | 50.90 | 33.90 |

(7) Interstate—Capital City

| | | | | |
|--|----------------|--------|-------|-------|
| | Sydney | 176.90 | 88.45 | 58.90 |
| | Melbourne | 166.60 | 83.30 | 55.45 |
| | Other Capitals | 153.80 | 76.90 | 51.20 |

(8) Interstate—Other than Capital City

| | | | | |
|--|--|--------|-------|-------|
| | | 124.05 | 62.05 | 41.30 |
|--|--|--------|-------|-------|

ACCOMMODATION INVOLVING AN OVERNIGHT STAY AT OTHER THAN A HOTEL OR MOTEL

| | | | | |
|------|----------------------------------|-------|--|--|
| (9) | W.A.—South of 26° South Latitude | 53.15 | | |
| (10) | W.A.—North of 26° South Latitude | 63.70 | | |
| (11) | Interstate | 63.70 | | |

TRAVEL NOT INVOLVING AN OVERNIGHT STAY OR TRAVEL NOT INVOLVING AN OVERNIGHT STAY WHERE ACCOMMODATION ONLY IS PROVIDED

| | | | | |
|------|-----------------------------------|-------|--|--|
| (12) | W.A.—South of 26° South Latitude— | | | |
| | Breakfast | 10.20 | | |
| | Lunch | 10.20 | | |
| | Evening Meal | 24.05 | | |
| (13) | W.A.—North of 26° South Latitude— | | | |
| | Breakfast | 11.95 | | |
| | Lunch | 14.75 | | |
| | Evening Meal | 26.70 | | |
| (14) | Interstate | | | |
| | Breakfast | 11.95 | | |
| | Lunch | 14.75 | | |
| | Evening Meal | 26.70 | | |

| Item | Particulars | Column A Daily Rate | Column B Daily Rate Married Officer: Relieving Allowance for Period in Excess of 42 Days (Clause 24(3)(ii)) Transfer Allowance for Period in Excess of Prescribed Period (Clause 22(2)) | Column C Daily Rate Single Officer: Relieving Allowance for Period in Excess of 42 Days (Clause 24 (3)(ii)) |
|------|-------------|------------------------|---|--|
| | | \$ | \$ | \$ |

DEDUCTION FOR NORMAL LIVING EXPENSES (CLAUSE 22(4))

| | | |
|------|------------|-------|
| (15) | Each Adult | 18.40 |
| (16) | Each Child | 3.15 |

MIDDAY MEAL (CLAUSE 21(11))

| | | |
|------|---|-------|
| (17) | Rate per meal | 4.45 |
| (18) | Maximum reimbursement per pay period | 22.30 |

The allowance prescribed in this clause shall be varied in accordance with any movement in the equivalent allowances in the Public Service Award, 1992.

6. Clause 25.—Removal Allowance:

A. Delete subparagraph (ii), of paragraph (b), of subclause (1), of this clause and insert in lieu thereof—

(ii) The actual cost (including insurance) of the conveyance of an employee's household furniture, effects and appliances up to a maximum volume of 35 cubic metres, provided that a larger volume may be approved by the employer in special cases.

B. Delete from subparagraph (iii), of paragraph (b), of subclause (1) of this clause, the amounts '\$420.00' and '\$2510.00' and insert in lieu thereof the amounts '\$501.00' and '\$2996.00' respectively.

7. Clause 30.—District Allowance: Delete subclauses (6) and (7) of this clause and insert in lieu thereof—

(6) ADJUSTMENT OF RATES

The allowances prescribed in this clause shall be varied in accordance with any movement in the equivalent allowances in the Public Service Award 1992.

(7) DISTRICT ALLOWANCES

(a) Employees Without Dependents [Subclause (2)(a)]

| COLUMN I DISTRICT NO. | COLUMN II STANDARD RATE \$ p.a. | COLUMN III EXCEPTIONS TO STANDARD RATE TOWN OR PLACE | COLUMN IV \$ p.a. |
|--------------------------|---------------------------------------|---|--|
| 6 | 2921 | Nil | Nil |
| 5 | 2390 | Fitzroy Crossing Halls Creek Turner River Camp Nullagine Liveringa (Camballin) Marble Bar Wittenoom Karratha | 3218 2990 2815 |
| 4 | 1204 | Port Hedland Warburton Mission Carnarvon | 2618 3236 1134 |
| 3 | 759 | Meekatharra Mount Magnet Wiluna Laverton Leonora Cue | 1204 |
| 2 | 544 | Kalgoorlie Boulder Ravensthorpe Norseman Salmon Gums Marvel Loch Esperance | 182 719 |
| 1 | Nil | Nil | Nil |

(b) Employees with Dependents [Subclause (2)(b)]
Double the appropriate rate as prescribed in (a) above for employees without dependents. The allowances prescribed in this subclause shall operate from the beginning of the first pay period commencing on or after July 1, 1997.

**AWARDS/AGREEMENTS—
Variation of—**

NURSES' (ABORIGINAL MEDICAL SERVICES)

AWARD.

No. A 23 of 1987.

**WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.**

Industrial Relations Act 1979.

The Australian Nursing Federation Industrial Union of
Workers Perth
and

Broome Regional Aboriginal Medical Service Aboriginal
Corporation and Others.

No. 2183 of 1997.

4 March 1998.

Order:

HAVING heard Mr C. Gleeson on behalf of the Applicant and Mr J. Bull on behalf of the Respondents and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Nurses' (Aboriginal Medical Services) Award No. A 23 of 1987 as varied, be further varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after 20 February 1998.

(Sgd.) C. B. PARKS,
Commissioner.

[L.S.]

Schedule.

1. Clause 2.—Arrangement: Delete the title "List of Respondents" and insert in lieu thereof—

Schedule A—List of Respondents
Schedule B—Parties to the Award

2. Clause 26.—Wages—

A. Delete subclause (1) of this clause and insert in lieu thereof—

(1)

| Classification | Base Rate | Arbitrated | Total Rate |
|--------------------------|-----------|---------------------------|------------|
| | Per Week | Safety Net Adjustments | |
| | \$ | \$ | \$ |
| Registered Nurse Level 2 | | | |
| Year 1 | 663.80 | 34.00 | 697.80 |
| Year 2 | 675.88 | 34.00 | 709.88 |
| Year 3 | 691.58 | 34.00 | 725.58 |
| Year 4 | 724.60 | 34.00 | 758.60 |
| Registered Nurse Level 3 | | | |
| Year 1 | 742.20 | 34.00 | 776.20 |
| Year 2 | 758.70 | 34.00 | 792.70 |
| Year 3 | 776.30 | 34.00 | 810.30 |
| Years 4 | 794.70 | 34.00 | 828.70 |

| Classification | Base Rate Per Week \$ | Arbitrated Safety Net Adjustments \$ | Total Rate \$ |
|---------------------------|-----------------------------|---|------------------|
| Registered Nurse Level 3A | 820.50 | 34.00 | 854.50 |
| Registered Nurse Level 4 | | | |
| Year 1 | 884.25 | 34.00 | 918.25 |
| Year 2 | 953.00 | 34.00 | 987.00 |
| Year 3 | 1021.70 | 34.00 | 1055.70 |

B. Delete subclauses (9) and (10) of this clause and insert in lieu thereof—

(9) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week payable under the December 1994 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreement, are not to be used to offset arbitrated safety net adjustments.

(10) Furthermore the rates of pay in this award include the \$10.00 per week arbitrated safety net adjustment payable from the beginning of the first pay period on or after 14th day of November 1997.

This arbitrated safety net adjustment shall be offset against any equivalent amount in rates of pay received by employees since 1 November 1991 whose wages and conditions are regulated by this award and which are above the wage rates prescribed in it, provided that the above award payments include wages payable under an enterprise agreement in which absorption is not contrary to the terms of the enterprise agreement.

3. List of Respondents: Delete the title of this Schedule and insert in lieu thereof—

SCHEDULE A—LIST OF RESPONDENTS

4. Add after Schedule A—List of Respondents, the following new Schedule—

SCHEDULE B—PARTIES TO THE AWARD

The following organisation is a party to this award—

Australian Nursing Federation, Industrial Union of Workers, Perth.

NURSES (DENTISTS SURGERIES) AWARD 1977.

No. 44A of 1976.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Australian Nursing Federation Industrial Union of
Workers Perth

and

E A Alder and Others.

No. 2181 of 1997.

4 March 1998

Order.

HAVING heard Mr C. Gleeson on behalf of the Applicant and Mr J. Bull on behalf of the Respondents and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Nurses (Dentists Surgeries) Award 1977 as varied, be further varied in accordance with the

following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after 20 February 1998.

(Sgd.) C.B. PARKS,
Commissioner.

[L.S.]

Schedule.

1. Clause 2.—Arrangement: Delete the title “Schedule of Respondents” and insert in lieu thereof—

Schedule A—Schedule of Respondents

Schedule B—Parties to the Award

2. Clause 21.—Wages: Delete subclause (1) of this clause and insert in lieu thereof—

(1) The minimum rate of wage payable per week shall be as follows—

| | Base Rate Per Week \$ | Arbitrated Safety Net Adjustments \$ | Total Rate Per Week \$ |
|--|-----------------------------------|--|------------------------------------|
| (a) Registered Nurse | | | |
| 1st Year of experience after registration | 346.20 | 34.00 | 380.20 |
| 2nd Year of experience after registration and thereafter | 353.20 | 34.00 | 387.20 |
| (b) Registered General Nurse | | | |
| 1st Year of experience after registration | 391.90 | 34.00 | 425.90 |
| 2nd Year of experience after registration and thereafter | 400.90 | 34.00 | 434.90 |
| (c) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week payable under the December 1994 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreement, are not to be used to offset arbitrated safety net adjustments. | | | |
| (d) Furthermore the rates of pay in this award include the \$10.00 per week arbitrated safety net adjustment payable from the beginning of the first pay period on or after 14th day of November 1997. | | | |

This arbitrated safety net adjustment shall be offset against any equivalent amount in rates of pay received by employees since 1 November 1991 whose wages and conditions are regulated by this award and which are above the wage rates prescribed in it, provided that the above award payments include wages payable under an enterprise agreement in which absorption is not contrary to the terms of the enterprise agreement.

3. Schedule of Respondents: Delete the title of this Schedule and insert in lieu thereof—

Schedule A—Schedule of Respondents

4. Add after Schedule A—Schedule of Respondents, the following new Schedule—

SCHEDULE B—PARTIES TO THE AWARD

The following organisation is a party to this award—

Australian Nursing Federation, Industrial Union of Workers, Perth.

**NURSES (DOCTORS SURGERIES) AWARD 1977.
No. 44 of 1976.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Australian Nursing Federation Industrial Union of
Workers Perth

and

Dr T Blades and Others.

No. 2182 of 1997.

4 March 1998.

Order.

HAVING heard Mr C. Gleeson on behalf of the Applicant and Mr J. Bull on behalf of the Respondents and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Nurses (Doctors Surgeries) Award 1977 as varied, be further varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after 20 February 1998.

(Sgd.) C.B. PARKS,
Commissioner.

[L.S.]

- (5) Furthermore the rates of pay in this award include the \$10.00 per week arbitrated safety net adjustment payable from the beginning of the first pay period on or after 14th day of November 1997.

This arbitrated safety net adjustment shall be offset against any equivalent amount in rates of pay received by employees since 1 November 1991 whose wages and conditions are regulated by this award and which are above the wage rates prescribed in it, provided that the above award payments include wages payable under an enterprise agreement in which absorption is not contrary to the terms of the enterprise agreement.

3. Schedule of Respondents: Delete the title of this Schedule and insert in lieu thereof—

SCHEDULE A—SCHEDULE OF RESPONDENTS

4. Add after Schedule A—Schedule of Respondents, the following new Schedule—

SCHEDULE B—PARTIES TO THE AWARD

The following organisation is a party to this award—

Australian Nursing Federation, Industrial Union of Workers, Perth.

Schedule.

1. Clause 2.—Arrangement: Delete the title “Schedule of Respondents” and insert in lieu thereof—

Schedule A—Schedule of Respondents

Schedule B—Parties to the Award

2. Clause 21.—Wages—

- A. Delete subclause (1) of this clause and insert in lieu thereof—

- (1) The minimum rate of wage payable per week shall be as follows—

| | Base Rate Per Week \$ | Arbitrated Safety Net Adjustments \$ | Total Rate Per Week \$ |
|---|-----------------------------------|--|------------------------------------|
| (a) Registered Nurse | | | |
| 1st Year of experience after registration | 471.60 | 34.00 | 505.60 |
| 2nd Year experience after registration | 495.20 | 34.00 | 529.20 |
| 3rd Year experience after registration | 518.80 | 34.00 | 552.80 |
| (b) Nurse in Charge | 565.90 | 34.00 | 599.90 |

- B. Delete subclauses (4) and (5) of this clause and insert in lieu thereof—

- (4) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week payable under the December 1994 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreement, are not to be used to offset arbitrated safety net adjustments.

**NURSES’ (INDEPENDENT SCHOOLS) AWARD.
No. 21B of 1962.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Australian Nursing Federation Industrial Union of
Workers Perth

and

Christ Church Grammer School (Inc) and Others.

No. 2185 of 1997.

10 February 1998.

Order.

HAVING heard Mr C. Gleeson on behalf of the Applicant and Dr I. Fraser on behalf of the Respondents and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Nurses’ (Independent Schools) Award as varied, be further varied in accordance with the following Schedule and that such variations shall have effect from the beginning of the first pay period commencing on or after—

- (a) 24 November 1997 in relation to the variation to subclause (2) of Clause 19.—Transport; and
(b) 4 February 1998 in relation to the all other variations contained in the said Schedule.

(Sgd.) C.B. PARKS,
Commissioner.

[L.S.]

Schedule.

1. Clause 2.—Arrangement: Delete the title ‘Schedule of Respondents’ from this clause and insert in lieu thereof—

Schedule A—Schedule of Respondents

Schedule B—Parties to the Award

2. Clause 7.—Wages:

A. Delete subclause (1) of this clause and insert in lieu thereof—

- (1) The minimum rate of wages payable to employees covered by this award shall be as follows—

| | Base Rate Per Week | Arbitrated Safety Net Adjustments | Total Rate Per Week |
|----------|-----------------------|---|------------------------|
| | \$ | \$ | \$ |
| 1st year | 471.60 | 34.00 | 505.60 |
| 2nd year | 495.10 | 34.00 | 529.10 |
| 3rd year | 518.70 | 34.00 | 552.70 |
| 4th year | 542.30 | 34.00 | 576.30 |
| 5th year | 565.90 | 34.00 | 599.90 |
| 6th year | 589.50 | 34.00 | 623.50 |
| 7th year | 613.00 | 34.00 | 647.00 |
| 8th year | 636.60 | 34.00 | 670.60 |

B. Delete subclauses (4) and (5) of this clause and insert in lieu thereof—

- (4) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week payable under the December 1994 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreement, are not to be used to offset arbitrated safety net adjustments.
- (5) Furthermore the rates of pay in this award include the \$10.00 per week arbitrated safety net adjustment payable from the beginning of the first pay period on or after 14 November 1997.

This arbitrated safety net adjustment shall be offset against any equivalent amount in rates of pay received by employees since 1 November 1991 whose wages and conditions are regulated by this award and which are above the wage rates prescribed in it, provided that the above award payments include wages payable under an enterprise agreement in which absorption is not contrary to the terms of the enterprise agreement.

3. Clause 19.—Transport: Delete subclause (2) of this clause and insert in lieu thereof—

- (2) The allowances in this clause shall be updated by award variation in accordance with any movement in the allowances in the Public Service Award 1992, No. PSA A4 of 1989 but shall not have retrospective effect beyond the date of application.

ALLOWANCES FOR EMPLOYEES REQUIRED TO SUPPLY AND MAINTAIN A VEHICLE AS A TERM OF EMPLOYMENT

SCHEDULE 1—MOTOR CAR

| Area and Details | Rate (cents) per kilometre Engine Displacement (in cubic centimetres) | | |
|---------------------------------|---|--------------------------|-------------------|
| | Over 2600cc | Over 1600cc to 2600cc | 1600cc & under |
| Metropolitan Area | | | |
| First 4,000 kilometres | 136.30 | 118.40 | 103.50 |
| Over 4,000 up to 8,000 | 56.70 | 49.10 | 43.70 |
| Over 8,000 up to 16,000 | 30.20 | 26.10 | 23.80 |
| Over 16,000 kilometres | 31.60 | 27.20 | 24.50 |
| South West Land Division | | | |
| First 4,000 kilometres | 139.40 | 121.30 | 106.40 |
| Over 4,000 up to 8,000 | 58.30 | 50.60 | 45.10 |
| Over 8,000 up to 16,000 | 31.30 | 27.10 | 24.70 |
| Over 16,000 kilometres | 32.50 | 28.00 | 25.20 |

| Area and Details | Rate (cents) per kilometre Engine Displacement (in cubic centimetres) | | |
|--------------------------------------|---|--------------------------|-------------------|
| | Over 2600cc | Over 1600cc to 2600cc | 1600cc & under |
| North of 23.5° South Latitude | | | |
| First 4,000 kilometres | 154.40 | 135.10 | 118.90 |
| Over 4,000 up to 8,000 | 63.90 | 55.70 | 49.70 |
| Over 8,000 up to 16,000 | 33.70 | 29.20 | 26.70 |
| Over 16,000 kilometres | 33.40 | 28.70 | 25.80 |

| Rest of State | | | |
|-------------------------|--------|--------|--------|
| First 4,000 kilometres | 144.10 | 125.20 | 109.60 |
| Over 4,000 up to 8,000 | 60.30 | 52.30 | 46.50 |
| Over 8,000 up to 16,000 | 32.40 | 28.00 | 25.50 |
| Over 16,000 kilometres | 33.20 | 28.50 | 25.70 |

ALLOWANCE FOR VOLUNTARY USE OF A MOTOR VEHICLE

SCHEDULE 2—MOTOR CAR

| Area and Details | Rate (cents) per kilometre Engine Displacement (in cubic centimetres) | | |
|-------------------------------|---|--------------------------|-------------------|
| | Over 2600cc | Over 1600cc to 2600cc | 1600cc & under |
| Metropolitan Area | 63.30 | 54.90 | 48.70 |
| South West Land Division | 65.10 | 56.50 | 50.20 |
| North of 23.5° South Latitude | 71.40 | 62.30 | 55.50 |
| Rest of State | 67.30 | 58.40 | 51.80 |

SCHEDULE 3—MOTOR CYCLES

| Rate cents per kilometre | |
|-----------------------------|-------|
| Rate per kilometre | 21.90 |

4. Schedule: Delete the title of this schedule and insert in lieu thereof the title—

SCHEDULE A—SCHEDULE OF RESPONDENTS

5. After Schedule A—Schedule of Respondents, add the following schedule—

SCHEDULE B—PARTIES TO THE AWARD

The following organisation is a party to this award—

The Australian Nursing Federation, Industrial Union of Workers, Perth

SMITHS SNACK FOOD COMPANY LIMITED
(WESTERN AUSTRALIA) ENTERPRISE
AGREEMENT 1996.

No. Ag 341 of 1996.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Food Preservers' Union of Western Australia,
Union of Workers
and

Smiths Snack Food Company Ltd.

No. 1888 of 1997.

COMMISSIONER J.F. GREGOR.

24 February 1998.

Order.

HAVING heard Mr J Kelly on behalf of the Food Preservers' Union of Western Australia, Union of Workers and Mr G Sturman on behalf of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers, Western Australian Branch and Ms N Gadsby on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Smiths Snackfood Company Limited (Western Australia) Enterprise Agreement 1996, be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after 23 February 1998.

(Sgd.) J.F. GREGOR,

[L.S.]

Commissioner.

Schedule.

1. Clause 2.—Arrangement.
 - (a) Delete 31.—Signatories
 - (b) Insert 31.—Signatories after Appendix C—Wage Rates.
 - (c) Immediately following 30.—Protective Clothing and Equipment insert the following—

SCHEDULE A

2. Clause 4.—Parties. At the end of this clause, insert the following—

The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers Western Australian Branch

3. Clause 30.—Protective Clothing and Equipment. Immediately following this clause, insert the following schedule—

SCHEDULE A

ENGINEERING PAY RATES AND DEFINITIONS

| | CURRENT | 25/11/97 | 25/05/98 |
|---------|---------|----------|----------|
| Level 6 | 700.00 | 714.00 | 728.28 |
| Level 5 | 650.00 | 663.00 | 676.26 |
| Level 4 | 600.00 | 612.00 | 624.24 |

Engineering—Level 6

Person with Electronics/PLC qualifications and completion of all Engineering Modules, and participates in most team skills.

Level 5

Entry Level Electronics/PLC; or

A person who works above and beyond a Tradesperson Level 4. The following tasks are indicative of what an employee at this level may perform—

1. Modifies, commissions, fault finds on complex machinery and equipment within the production complex at the Company by demonstrating competency in all Engineering Training Modules; and
2. Able to demonstrate multi skilling across trade boundaries ie: fitters are able to weld thin gauge stainless steel used on the complex (TIG & MIG) and perform any turning task assigned to him/her. Electricians are able to carry out limited turning tasks on a lathe; and
3. Works on complex or intricate circuitry which involves examining, diagnosing and modifying systems comprising interconnected units; or
4. Competently operates production equipment and has completed all relevant modules for Level 1—3 in the Production stream as outlined in the matrix;

and

participates in most team skills.

Level 4

Entry level Mechanical Fitter who has a Restricted Electrical licence (NERL) : or

Entry level Electrician who has a minimum "A" class electrical licence

and

Carry out safe installation, property maintenance and routine checking of all equipment; and

Install, repair, maintain and test machinery and equipment within the production complex; and

Able to perform some multi skilling across trade boundaries ie: electricians will be able to arc weld, fitters will possess a national Restricted Electrical Licence.

AWARDS/AGREEMENTS— Application for variation of— No variation resulting—

PLASTER, PLASTERGLASS AND CEMENT WORKERS' AWARD. No A 29 of 1989.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Western Australian Builders' Labourers Painters and Plasters Union of Workers

and

Anderson Industries and Others.

No. 1085A of 1996.

COMMISSIONER P E SCOTT.

10 February 1998.

Order.

WHEREAS this is an application for the variation of the Plaster, Plasterglass and Cement Workers' Award No A of 29 of 1989; and

WHEREAS by facsimile dated the 27th day of November 1997 the Commission requested that the Applicant provide advice as to the status of the application, and advised the Applicant that if the Applicant did not contact the Commission by 4.00pm the 3rd day of December 1997 it would be assumed that it no longer wished to pursue the matter and an order would issue dismissing the application; and

WHEREAS by 4.00pm the 3rd day of December 1997, the Applicant had not contacted the Commission; and

WHEREAS by letter dated the 23rd day of December 1997 the Commission provided to the Applicant a copy of this order in draft form, advising that unless the Applicant contacted the Commission by 4.00pm on the 23rd day of January 1998 to indicate its intentions the order would issue on the 26th day of January 1998; and

WHEREAS by 4.00pm on the 23rd day of January 1998 the Applicant had not contacted the Commission;

NOW THEREFORE, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act 1979, hereby orders—

THAT the application be, and is hereby dismissed.

(Sgd.) P.E. SCOTT,

Commissioner.

[L.S.]

AGREEMENTS— Industrial—Retirements from—

IN THE WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.
No. 313 of 1998.

IN THE MATTER of the Industrial Relations Act 1979

and

IN THE MATTER of the filing in the office of the Registrar of the Notice of Retirement from Industrial Agreement in accordance with section 41(7) of the said Act.

The Western Australian Government Railways Commission will cease to be a party to the Westrail Enterprise Bargaining Agreement 1992 on and from the 21st day of March 1998.

DATED at Perth this 19th day of February 1998.

J. A. SPURLING, Registrar.

NOTICES— Award/Agreement matters—

Application No. AG 34 of 1998.

APPLICATION FOR REGISTRATION OF AN INDUSTRIAL AGREEMENT TITLED “GROUP TRAINING—PERTH (INC) AGREEMENT 1998”

NOTICE is given that an application has been made to the Commission by the Australian Municipal, Administrative, Clerical and Services Union of Employees, WA Clerical and Administrative Branch under the Industrial Relations Act 1979 for registration of the above Agreement.

As far as relevant, those parts of the Agreement which relate to area of operation or scope are published hereunder.

3.—AREA AND SCOPE

The area and scope of this Agreement shall be limited to those employees of Group Training—Perth (Inc) participating in the School Industry Links Program in a clerical and/or administrative calling.

4.—INCIDENCE AND PARTIES BOUND

1. This agreement shall be binding on the parties to the Agreement individually and collectively and shall apply to all persons employed by Group Training—Perth (Inc) as participants in the School Industry Links Program who are members, or eligible to be members of the Australian Municipal, Administrative, Clerical and Services Union of Employees, WA Clerical and Administrative Branch.

2. It is estimated that the Agreement shall apply to approximately 12 employees.

A copy of the Agreement may be inspected at my office at National Mutual Centre, 111 St George's Terrace, Perth.
11 March 1998.

J. SPURLING,
Registrar.

INDUSTRIAL MAGISTRATE— Complaints before—

IN THE INDUSTRIAL MAGISTRATES COURT
HELD AT PERTH
WESTERN AUSTRALIA.

Date Heard: 3 December 1997.

Date Delivered: 11 December 1997.

BEFORE: R J GETHING SM

Australian Nursing Federation WA Branch

Complainant

and

Metropolitan Health Services Board of Western Australia

Defendant.

Appearances:

Mr A Dzieciol appeared for the Complainant.

Ms J H Smith appeared for the Defendant.

Reasons for Decision.

The complaint numbers 127 of 97 and 128 of 97 are part of a group of 127 up to 136; and the 127 and 128 are being heard here, and the 129 to 136 I have left, I suspect, pending the outcome of the decision given today. The claims are brought by the Australian Nursing Federation West Australian Branch against the Metropolitan Health Services Board and relate to the employment by two nurses, Pam Bridges and Joanne Briggs at the Sir Charles Gairdner Hospital. The defendant, who is the employer of the two nurses, is the Metropolitan Health Services Board Western Australia.

The facts are not in dispute at all. I think what the court should do is just relate the discussion to the claim concerning one nurse and say that exactly the same arguments were applied to the second case. It would be claim 128, actually, because that was the one in which Mrs Briggs gave evidence dealing with that claim. Mrs Briggs was a registered nurse and she was offered a position at Sir Charles Gairdner Hospital in the area of critical care. The terms of the offer are set out in detail in exhibit F, and it is an offer for a fixed term contract of employment and the relative terms will be for the period from 17th February, 1997 until the 1st March, 1998.

The terms of the offer are in accordance with the Nurses (ANF Public Sector) Award 1994 Enterprise Agreement and the relative clauses for this action are—

- (a) “your contracted hours of employment will be for 76 hours per fortnight, with actual hours worked being 76 hours per fortnight, with no accrual towards Accrued Days Off.”

The next one—

- (b) “With regard to rostering you have been contracted to a full time rostered shift work position, including rotation on to night duty, as explained to you.”

and the next one—

- (c) “You will be paid based on a third year rate of \$1145.40 (full time) per fortnight. In addition, a loading of shift work is applicable, as appropriate.”

Those are the relevant provisions that are the subject of this action. The hospital continued to employ the nurses for the relative period of this claim, which is between the 24th February, 1997 and the 20th April, 1997 at its hospital, and in that time they were employed according to the terms of this agreement. Now Mrs Briggs accepted that agreement: her letter of acceptance was not produced but it was accepted by the court that she accepted those terms and worked according to those terms.

After she had been working for a short time she wrote a letter to the hospital, in which she said that she had not been employed 40 hours per week or been accruing days or time off in relation to the fact that being a full-time employee she is entitled to accrued days off under the provisions of the award. Now the provisions of the award do apply to this employment. That award is the Nurses' (ANF-WA Public Sector) Award 1994.

The nub of the complaint is that this nurse was employed 76 hours a week, and not 80 hours and there was no accrual towards Accrued Days Off in conformity with clause 35 of the award. The question has now arisen whether or not she was a full-time employee or a part time employee. A full-time employee is defined under clause 35 (a) of the award hours and rostering.

“The ordinary hours of work shall be an average of 38 hours per week. The actual hours worked shall be 40 hours per week or 80 hours per fortnight.”

Now, apparently, at the time, normal working hours for workers was 40 hours a week, but it became a principle throughout employment that the normal hours of work for Australians would be 38 hours a week, and to incorporate this into relative awards was a problem because of rostering. So there evolved a principle, which seems to have got its way into, perhaps, most awards, or awards where a worker is required to be rostered over a 24 hours a day, 7 days a week period, that ordinary hours should be 38 hours a week, and actual hours, 40 hours a week, with the right to accrue days off to balance the extra 2 hours worked each week. That has been incorporated in this award.

So the court would have to make the finding that a full-time employee under this award is one who works, or is contracted to work 40 hours a week. That is complementary with clause 33 about part time employment, and a part time employee is one who works less than the hours per week prescribed in clause 35. The court would have to find quite strictly, and according to the normal understanding of words as the principles of interpretation have been enunciated, or submitted to the court, that any person who works less than 40 hours a week as a nurse under this award is a part time employee.

The court would have to find that the nurse, Mrs Briggs, at the time of her employment here, was a part time employee. There is in the offer to Mrs Briggs, in the clause relating to rostering reference to full time rostered shift work. A court would have to say that the term: "full time rostered shift work" should not be taken to mean that it was intended that she be employed full time. It doesn't matter what you call the nature of your work, what it is in reality would be what is defined in the award and not what one calls it.

Under the definition in clause 33, Mrs Briggs worked less than 40 hours a week, or 80 a fortnight; that is, the 76 she was working was a part time employee. In addition to that, regarding that paragraph in the offer of contract, it relates only to rostering, it doesn't relate to the fact of employment. The paragraph says, "With regard to rostering, you have been contracted to a full time rostered shift work position, including rotation and to night duty." Quite clearly, the term "full time" is part of a fuller term, "full time rostered shift work, including rotation night, day," and the words "full time" mean covering 24 hours a day, 7 days a week, and not in relation at all to the fact of the full time employment, as such.

So those words in that contract cannot be used to make it a fact that Mrs Briggs is a full time employee. She is not. The court would have to accept the definition in clause 33. She works less than 40 hours a week, therefore she is a part time employee. Now clause 33 sets out the two alternatives. A person working less than 40 hours a week shall — and I'll paraphrase this. Under clause 33(b)(1), the person is remunerated at a pro rata rate for the hours worked at the rate applicable to 40 hours a week, then entitled to accrued days off in accordance with the provisions of clause 35.

The other alternative is under the proviso to Clause 33 (b) (1) and 33 (c). If the person is employed for those hours, 38 hours, and is not paid at a pro rata rate of 40 hours a week for the hours worked, but at the rate of pay applicable to 38 hours per week, they do not accrue days off. As far as the first part of that is concerned. This is the proviso to clause 33 (b) (1), the person can agree to forego the entitlement of accrued days off, and if they do, payment to that person shall be made in accordance with sub-clause (c), — which means for this employee, if she was paid the full time wage for 38 hours a week, then she did not accrue the days off, the extra days off.

If she was paid a pro rata rate—that is pro rata to 40 hours—for the 38 hours—in other words, she got less pay—she would accrue the days off. She has one option or the other by her agreement. It is fairly clear that the offer was made to her on the basis that she would get paid the same pay that is payable to a person working 40 hours, but she would forego the accrued days off. She agreed to do that by accepting the contract. Now she would have had time to take the contract away, to peruse it, and to get further advice if she wanted to.

She didn't do that, and by accepting the contract, she has accepted that term which does conform with clause 33 of the contract. She falls squarely within clause 33, a part time employee working less than 40 hours a week. She gets paid the full weekly rate for working 38 hours per week which is an increase in the amount she would earn if she was being paid pro rata for 38 hours, the pay applicable for 40 hours, and therefore she has foregone the accrued days off. That, I think, is an end to the matter. If she had wanted to, at the time, she could have said, "No. I don't want to be paid \$1145.40. I want to be paid for 38 hours at the rate applicable to 40 hours, but only for the 38 hours, and have the accrued days off," or she could have said, "No. I want to work the 40 hours a week and get the accrual towards accrued days off." She could have done that.

The hospital might not have accepted her counter offer, but she accepted the offer on that basis, and it is in accordance with the award, and, therefore, she is bound by that. So her claim must fail. I do not think I need to go any further than that. What the defence counsel submitted was if that argument fails, we go into this complicated argument about days off and study leave, and things like that. I do not think we need to go into it, because I make the finding that Mrs Briggs was employed as a part time employee under clause 33 of the award.

Sub clause (b) applies and paragraph (i) applies, and she has brought herself within the provisions of the proviso to sub clause (b) (i)—

"Notwithstanding the provisions of the sub-clause, where the employee agrees to forego the entitlement to accrued days off in accordance with the provisions of clause 35, payment in lieu shall be made in accordance with sub clause (c) of the clause."

So the claim of Mrs Briggs fails, and so does the claim for the other applicant, Mrs Bridges, on exactly the same grounds. So the complaints will be dismissed. I do not need to go into the other bit about block, but it appears that those provisions for accruing days off do not apply when a person is actually in block, which would be the first of these four claims in each of the complaints. But we do not need to go into that, because there is no entitlements to accrued time off in any case. So both complaints are dismissed.

UNFAIR DISMISSAL/ CONTRACTUAL ENTITLEMENTS—

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Mark Albert Abbott
and

GRQ Pty Ltd t/a Roy Weston Carousel Southern Realty
Branch.

No. 1421 of 1997.

3 March 1998.

Reasons for Decision (extempore)

SENIOR COMMISSIONER: This is an application brought pursuant to the provisions of section 29 of the Industrial Relations Act 1979 by the Applicant who, it is acknowledged, was formerly in the employment of the Respondent. He was employed by the Respondent as a branch manager or sales representative in the Respondent business, which is involved in the sale of real estate. He was employed from the end of March until early in June 1997.

By his amended claim, he seeks to recover denied contractual benefits in the form of \$660.00 said to be salary due to him from 1 June until 16 June 1997, when his employment was terminated. In addition, he seeks the sum of \$581.17, said to be the commission due to him on the sale of a property in Westfield and, as well, he seeks the sum of \$328.76 alleged to be the amount of pro rata holiday pay due to him. In total, he claims the sum of \$1,569.93, from which sum, he says, the sum of \$377.53 should be deducted. That sum represents the amount which he expended over and above the advertising budget allowed to him under the terms of his employment.

It seems common ground that he was employed by the Respondent on a salary or remuneration package of \$20,000 per annum, "plus the usual employment entitlements" set out in the employment workplace agreement, which was never registered. In addition, he was, as is common ground, entitled to a commission of 45 per cent, payable on gross sales made to the office. There is also an entitlement to superannuation and a share of the Respondent's profits which do not form part of these proceedings.

The agreement under which, it is common ground, the Applicant was employed provides, by clause 7, that on all sales effected by him, but which were not settled prior to his termination of employment, he was to receive 75 per cent of the usual commission, on unconditional sales where no follow up service is required, and 50 per cent where the sale was conditional at the time of termination of employment. The agreement also made provision for an advertising budget. Clause 8(1) of

that agreement provides that the Applicant was to be allowed an advertising budget of \$200.00 per trading month, or 5 per cent of the gross commission to the office per calendar month. Furthermore, the agreement provides that—

“Any expenditure over the amount of the budget will be the liability of and paid for by the Employee and will be deducted from commission paid to the Agency for the purpose of calculating the amounts payable to the Employee as set out in Clause 6. Remuneration or reimbursed to the Agent as provided for in Clause 5(9)(b) of this agreement.”

There is a dispute between the parties as to the extent of the Respondent's liability under the agreement. As the events have turned out, that dispute is not as great as might have first appeared. The Respondent admits that the Applicant has an entitlement to unpaid salary of \$660.00, as he claims. Also, the Respondent conceded that the Applicant has an entitlement to commission for the sale of the Westfield property, the subject of the application. However, the Respondent asserts that the Applicant is entitled to 50 per cent of the commission on the property in question, whereas the Applicant says it should be 75 per cent. On the Applicant's own evidence, it is clear that the sale was not unconditional at the time he left the Respondent's employ. It seems that verbal approval had been given for finance, which was the outstanding condition, but was not confirmed in writing as the contract required, until after the Applicant left the Respondent's employ. Thus, it follows, on my reading of the terms of employment agreement, that the Applicant is entitled to commission based at the rate of 50 per cent. The parties are *ad idem* that that amounts to \$387.40.

The claim with respect to annual leave is somewhat dubious in this jurisdiction. The Applicant concedes that there is nothing in the written terms of employment dealing with annual leave for him. He cannot recall whether the matter was discussed when he commenced employment with the Respondent or not. In the circumstances, I am not satisfied that the Applicant had an entitlement to pro rata annual leave, independently of the Minimum Conditions of Employment Act 1993. Accordingly, to the extent that he seeks to rely on the terms of his contract for such a benefit, I am not satisfied that he has made out this aspect of his claim. One simply cannot generalise, as he has done, and say that everybody who is on a salary has an entitlement to four weeks' annual leave and it is therefore an implied term in the contract. There is a statutory entitlement to four weeks' annual leave, coupled with a pro rata entitlement. As pointed out to the Applicant, the Commission does not have the power to enforce that statutory entitlement. That matter is exclusively within the province of the Industrial Magistrate.

The remaining question, therefore, is the deduction from the Applicant's remuneration. In this respect, there is a marked difference of opinion between the parties. The Respondent concedes that there should be a deduction of \$337.53. The Respondent says that the deduction should be in the order of \$1,236.55 in respect of advertising costs. In addition, the Respondent says that the Applicant incurred other costs, including business cards for himself, which should be deducted from the debt claimed by the Applicant.

The matter of deductions from the claim is, in effect, a counterclaim by the Respondent. The onus is on the Respondent to prove what the deduction should be. The Respondent's director, Mr Parsons, asserts that the Applicant spent the sum of \$1,801.47 on advertising. Taking into account the vendor's contribution, the Applicant says the sum was \$1,741.47. As a general proposition, where their evidence conflicts, I have not the slightest doubt that the Applicant's evidence is to be preferred. However, the \$60.00 difference in this respect was explained by the Respondent's director and I am prepared to accept his evidence that the sum of \$1,801.47 was expended, as the Respondent claims. However, I accept the Applicant's position to be that the advertising budget allocated to him under the agreement was the sum of \$1,363.94. The agreement, on my reading, refers to the budget being calculated on 5 per cent of the value of the gross commission. The gross commission, as is clear from the documents tendered in evidence, is something different from the employee's commission. Furthermore, I accept the Applicant's evidence that the matter

was discussed between him, Mr Parsons and Mr Parson's partner before his employment commenced, and that the import of those discussions was that the vendor contributions were to be over and above that budget formula set out in the written contract.

It follows that on the basis of the material before me, I am satisfied only that the sum of \$437.53 should be deducted from the commission. As I read the agreement, it specifically provides for deductions only “from commission” payable to the employee. It does not provide for deduction from the salary and wages. Because, as I find, the sum of \$387.45 is the only the amount due to the Applicant by way of commission, he is therefore, in effect, not entitled to the commission he claims. Because the contract does not make provision for deduction from the wages due to him, it follows that, in my view, the Applicant is entitled to recover the sum of \$660.00, being the amount for which he claims by way of wages, as distinct from commission. The Applicant's contract of employment does not make provision for the deduction of the cost of the business cards and the cost of the removal of the advertising signs. In the absence of some written authority by the Applicant, these expenses, even if validly the responsibility of the Applicant, cannot be deducted from salaries due and payable to him. As I have said, the question of annual leave must be a matter for the Industrial Magistrate in another place.

Appearances: Mr M.A. Abbott in person
Mr L. Parsons on behalf of the Respondent

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Mark Albert Abbott

and

GRQ Pty Ltd t/a Roy Weston Carousel Southern Realty
Branch.

No. 1421 of 1997.

3 March 1998.

Order.

HAVING heard Mr M.A. Abbott in person and Mr L. Parsons on behalf of Respondent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Respondent pay to the Applicant the sum of \$660.00, as payment of a benefit denied to the Applicant under his contract of employment with the Respondent.

(Sgd.) G. L. FIELDING,

[L.S.] Senior Commissioner.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Nathan Diedrichs

and

Construction Anchoring Systems.

No. 1540 of 1997.

COMMISSIONER P E SCOTT.

13 February 1998.

Reasons for Decision.

THE COMMISSIONER: This is an application pursuant to s.29 of the Industrial Relations Act, 1979 (“the Act”) whereby the Applicant claimed that he had been unfairly dismissed from his employment with the Respondent. The application was filed on 25 August 1997.

On 8 September 1997 the Respondent filed a Notice of Answer and Counter Proposal in which the Respondent denied the application. My Associate conferred with the parties for the purpose of setting the matter down for a conference for the purpose of conciliation between the parties. The conference was convened on 16 October 1997. This conference was not able to resolve the matter and the Applicant sought to have the matter heard and determined. The hearing was set down for Monday, 24 November 1997, however, one of the representatives of the Respondent was unavailable on that date. The Applicant was verbally advised of this by my Associate and he agreed to it being heard in 27 January 1998. An Amended Notice of Hearing dated 7 November 1997 for the hearing on 27 January 1998 was provided to the parties. This gave the parties more than two and a half months notice of the hearing.

When the hearing proceeded on 27 January 1998, there was no appearance for the Applicant. There was no advice to the Commission as to any reason for his absence either before or soon after the appointed time. Because there was no appearance for the Applicant, Mr Clark, for the Respondent, sought the dismissal of the application and claimed costs against the Applicant. The Respondent's application for the dismissal of the substantive application was granted by me on that day. Mr Clark made a written submission, dated 29 January 1998, as to costs. I caused a copy of the Respondent's written submission to be forwarded to the Applicant on 30 January 1998 and he was advised that he had an opportunity to respond in writing by 4.00pm Monday, 9 February 1998.

The Applicant has responded to this application for costs. The essence of his letter to the Commission is to indicate that he was not able to attend the hearing on 27 January 1998 due to a death in the family. The remainder of his response is directed to issues associated with the conference before the Commission and the merits of his application. His response also contains comment regarding the conduct of the Respondent but contains no submission related to the issue of costs other than in regard to his assertions as to the merits of the substantive application and issues of conduct of the Respondent.

The costs claimed by the Respondent amount to of \$1,500.00 being on account of the attendance by two Directors and the Manager of the Respondent upon the Commission for the purpose of giving evidence in the hearing which did not proceed because of the Applicant's failure to attend.

Section 27(1)(c) of the Industrial Relations Act, 1979 provides that the Commission has the power to "order any party to the matter to pay to another party such costs and expenses including expenses of witnesses as are specified in the order but so that no costs shall be allowed for the services of any legal practitioner or agent ..."

The issue of costs has been the subject of a number of decisions. The essence of those decisions is set out in the decision of the Full Bench in *Brailey and Mendex Pty Ltd trading as Mair and Co Maylands* (73 WAIG 26 at 27). In this decision, the Full Bench noted that "the general policy in industrial jurisdictions is that costs ought not to be awarded except in extreme cases." It went on to say:

"The application, too, must be determined under s. 26 of the Act. However, part of that equity and good conscience includes what is settled law in industrial matters that costs ought not to be awarded except in extreme cases, (eg) where proceedings have been instituted without reasonable cause (see *Hospital and Benevolent Homes Award* (1983) AILR 409) where costs were awarded in a matter where an Applicant terminated the proceedings after putting the Respondent to the expense of defending without obtaining an order."

I note too the decision of *Beech C. in Klemm and Darg Pty Ltd trading as Balga Medical Centre* (76 WAIG 2853 at 2854) where the learned Commissioner commented that he was bound to observe the decision in *Brailey and Mendex* (op cit) and further noted—

"but even if I were not I regard it as quite important that costs are minimised for the purpose of not discouraging employers, employees and the representative organisations from availing themselves with the services of the Commission to resolve disagreement about industrial matters."

I note these decisions but I also note that applicants and respondents should not be encouraged to make or defend applications frivolously or vexatiously, neither should a party be put to the expense of preparing to defend a matter where the other party, in this case, the Applicant, does not attend for the purpose of prosecuting the claim. This matter is very similar to the *Hospitals and Benevolent Homes* decision referred to above. I think that it is important to arrive at a balance between discouraging an Applicant from pursuing a legitimate claim and a situation where a Respondent is put to unnecessary costs because the Applicant neither attended the hearing nor advised of any inability to attend or any other difficulties associated with prosecuting his case until offered the opportunity to comment on an application for costs.

As to the amount to be awarded. I note that the hearing the witnesses attended took no more than fifteen minutes, even taking account of extra time allowed for the possible late arrival of the Applicant. However, I do not deny the cost and inconvenience to which the Respondent has been put, for no good purpose. I am satisfied that some costs ought be awarded to the Respondent but not such as to be an excessive burden on the Applicant particularly where he says that he is still unemployed. In these circumstances a token costs award is most appropriate. On this basis, I am prepared to award to the Respondent the amount of \$50.00 costs.

Order accordingly.

APPEARANCES: No appearance on behalf of the Applicant

Mr A E Clark appeared on behalf of the Respondent

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Nathan Diedrichs

and

Construction Anchoring Systems.

No. 1540 of 1997.

COMMISSIONER P E SCOTT.

26 February 1998.

Order.

There being no appearance on behalf of the Applicant and having heard from Mr A E Clark on behalf of the Respondent and having received written submissions from both parties as to the question of costs, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

1. That the application in so far as it relates to a claim of harsh, oppressive and unfair dismissal pursuant to s.29(1)(b)(i) is dismissed.
2. That in respect of the application for costs made by the Respondent the Applicant shall pay to the Respondent the amount of \$50.00 within 28 days of the date of this Order.

[L.S.]

(Sgd.) P. E. SCOTT,
Commissioner.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Beverley MacLeod
and

Paulownia Trees Pty Ltd.
No. 279 of 1997.

COMMISSIONER A.R. BEECH.

7 October 1997.

Reasons for Decision.

(Given extemporaneously at the conclusion of the proceedings, taken from transcript as edited by the Commission)

The Commission has before it an application by Beverley MacLeod claiming that she was unfairly dismissed by the respondent, Paulownia Trees Pty Ltd, on the 10th of January 1997. The application was lodged on the 7th of February 1997.

In accordance with section 32 of the *Industrial Relations Act, 1979* the Commission convened a conference of the parties. I note that an earlier date for the conference was vacated at the respondent's request to suit the convenience of the respondent and the conference was re-listed for the 5th of May 1997. The purpose of the conference was to conciliate the matter between the parties and to assist them to reach an agreement in settlement of the application. Indeed, that is the express requirement in section 32(1) of the Act. Both parties attended the conference. The respondent was represented by Mr Tanvanth Singh Sandhu who is a director of the respondent. It is a matter of record, as indeed Mrs MacLeod has indicated this afternoon, that the parties reached an agreement. The agreement was verbal. The Commission subsequently wrote to both parties setting out the terms of the agreement. The application was adjourned to allow the terms of the agreement to be implemented and it was anticipated by the Commission that upon the agreement being implemented Mrs MacLeod would file a Notice of Discontinuance, or that the Commission would otherwise issue an order discontinuing this application due to the agreement of the parties.

Mrs MacLeod has given evidence of the terms of the agreement. The terms were that in consideration of Mrs MacLeod withdrawing her claim, the Company would apologise to Mrs MacLeod and pay her the sum of \$5000, less tax, by the 4th of July. The terms of the agreement were to be confidential to the parties.

It is a fact that the Company did not honour, and has not honoured, its agreement. Mrs MacLeod has not heard from the respondent at all since the conference. The record will indicate that Mrs MacLeod forwarded a letter to the Commission that she has sent to the respondent dated the 17th of July 1997 endeavouring to secure the implementation of the respondent's part of the agreement. However, that letter produced no result.

Mrs MacLeod then contacted the Commission. In turn, the Commission has endeavoured to contact the respondent, but similarly to no avail. The Commission therefore, once again, set this matter down for conference. It was reconvened on the 18th of August 1997. It is a matter of record that on that occasion the respondent did not attend, although Mrs MacLeod did so.

At the conclusion of that somewhat abortive conference, Mrs MacLeod indicated that perhaps this matter ought be listed for arbitration, and the Commission in accordance with that request issued an order requiring the respondent, if it did object to the claim, to file an answering statement and produce any documents in its possession of relevance to the matter. The order was not complied with and, as a result, on the 5th of September 1997 the Commission directed the Registrar to investigate the position of the respondent to ensure that the respondent was aware of the order and the obligation to comply with it. The report of the Registrar dated the 10th of September 1997 is as follows—

"I attempted to contact the respondent by phone. I left several messages on the telephone number 381 3005 with a lady who advised me that this was an answering

service, and on mobile number 0419 942050 voicemail for Mr Sandhu to contact me. No calls were received.

On the 8th of September 1997 I attended the business premises for Paulownia Trees Pty Ltd, Suite 2, 77 Hay Street, Subiaco. The premises were locked and empty. I observed uncollected mail addressed to Mr Sandhu protruding from the mail box for that address.

I attempted to locate Mr Sandhu in his capacity as Director of the Company at 30 Yaltara Road, City Beach, as per ASC records attached. This was a residential address. No one was home, the house was vacant and a "For Sale" sign was outside the house. I have therefore not had any success in locating the respondent."

The Commission communicated the contents of this report to Mrs MacLeod, and Mrs MacLeod then contacted the Commission on the 23rd of September 1997 requesting that an order issue in the terms of the agreement that was made in the conference.

The matter was accordingly set down for hearing to consider her request. In setting this matter down for hearing the Commission sent the Notice of Hearing not only to the address at 77 Hay Street, Subiaco, but also to the respondent's registered office at 225 St George's Terrace, Perth, and also at what the Commission has been told is the operations area of the respondent in Southern Estuary Road, Waroona. I note that none of the mail that has been sent by the Commission to the respondent's addresses has been returned.

When this matter came on for hearing today Mrs MacLeod attended. The respondent failed to attend. The Commission proceeded to hear Mrs MacLeod's application in the absence of the Respondent pursuant to s.27(1)(d) of the Act.

In my opinion, there is good reason for the Commission to now issue an order in the terms of the parties' agreement. The scheme of the *Industrial Relations Act, 1979* requires the Commission to assist parties to reach an agreement: s32. Indeed, section 32(1) requires the Commission not to arbitrate the matter unless it is satisfied that the resolution of the matter would not be assisted by conciliation. Further, where a matter is decided by arbitration the Commission shall endeavour to ensure that the matter is resolved on terms that could reasonably have been agreed between the parties by conciliation: s.32(7).

In the circumstances of this matter, if the Commission does not issue an order in the terms of the parties' agreement, it calls into question the value of agreements reached before the Commission, certainly in s.32 proceedings. It is trite to say that a deal is a deal. It is of little assistance to Mrs MacLeod for the Commission to say to her that her participation in the conference in good faith was a waste of her time, and her only recourse is the arbitration of her claim. In this case, the Commission is now not being asked to arbitrate Mrs MacLeod's claim. Indeed, I am of the view that the agreement reached between Mrs MacLeod and the respondent has now overtaken her claim of unfair dismissal such that her claim is now no longer before the Commission (*Bradbury v. Jos Van Baren and Others* (1995) 75 WAIG 2927; *Green v. Rozen and Others* [1955] 2 All ER 797). What is now before the Commission is not Mrs MacLeod's claim of unfair dismissal but the agreement of the parties in settlement of it. In my view it remains for the Commission to issue an order in the terms of that agreement. To do so is entirely consistent with the objects of the Act, two of those being to encourage and provide the means for conciliation with a view to amicable agreement, and also to provide for the observance and enforcement of agreements made for the prevention and settlement of industrial disputes.

In the absence of argument, I am of the view that the Commission has the power to issue such an order. It follows that if the Commission is required by the terms of the Act to assist the parties to reach an agreement, it has the power to record the terms of their agreement. Indeed, that is expressly recognised in relation to agreements reached between parties to conferences that are held pursuant to section 44 of the Act, and I can see no good reason for supposing that the powers specifically set out in section 44(8) are not available to the Commission either implicitly in s.32 or in the general powers conferred by s.23.

There are sound reasons for the Commission requiring parties to an agreement reached with the assistance of the Commission to honour and abide by their agreement. That is the case in the usual settlement of industrial disputes in this Commission, and it is no less true in industrial matters brought to the Commission by an individual employee under section 29. Indeed, that much was said in Bradbury's case.

In these circumstances, Mrs MacLeod's recourse is to enforce her agreement. I am of the view that the parties' agreement was freely entered into between the parties. It is one that is entirely appropriate. Indeed, insofar as the agreement involves the payment of a money sum, it is the conventional means by which parties to a claim of unfair dismissal reach an agreement.

There can be no doubt as to the terms of that agreement. Mrs MacLeod has given evidence of those terms, and it was recorded in writing by my Associate in a letter to the parties the day after the conference.

So for all of those reasons, an order will issue as Mrs MacLeod has requested.

Mrs MacLeod has drawn the Commission's attention to the fact that she has now been required to attend the Commission on three occasions. The first occasion was to attend the original conference. She has, however been required to attend on two further occasions after she had regarded the matter as concluded. The Commission has the power to order one party to pay the costs and expense of the other although the Commission does not usually make such orders. In this case I think it is appropriate that the respondent pay Mrs MacLeod's expenses in travelling and attending the Commission for the re-convened conference and the hearing of the matter today. Mrs MacLeod incurred those expenses only because of the failure of the respondent to abide by the terms of its own agreement. Mrs MacLeod has estimated her costs of travelling and meals at \$60 and \$10 respectively. I regard those sums as modest given that Mrs MacLeod resides in Herron and an order in those terms will issue accordingly.

Appearances: Mrs B. MacLeod appeared on her own behalf as the applicant.

No appearance on behalf of the respondent.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.
Industrial Relations Act 1979.

Beverley MacLeod

and

Paulownia Trees Pty Ltd.

No. 279 of 1997.

7 October 1997.

Order.

HAVING heard Mrs B. MacLeod on her own behalf as the applicant and there having been no appearance on behalf of the Respondent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

- (A) THAT Paulownia Trees Pty Ltd write to Beverley MacLeod a letter of apology that indicates that there were no grounds for the dismissal which occurred and that the dismissal does not reflect on the competence of Mrs MacLeod and the professional manner in which she carried out her duties;
- (B) THAT Paulownia Trees Pty Ltd forthwith pay the sum of \$5,000.00 less tax to Beverley MacLeod by cheque posted to 1496 Southern Estuary Road, Herron, W.A., 6210;
- (C) THAT the terms of this order be confidential to the parties; and

- (D) THAT Paulownia Trees Pty Ltd forthwith pay to Beverley MacLeod the sum of \$70.00 by cheque posted to 1496 Southern Estuary Road, Herron, W.A., 6210 for costs and expenses incurred by her.

(Sgd.) A.R. BEECH,
Commissioner.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Paul Anthony Simons

and

Ismail Holdings Pty Ltd T/A Envelope Specialists.

No. 1363 of 1997.

12 November 1997.

Reasons for Decision.

(Given extemporaneously at the conclusion of the proceedings, taken from the transcript as edited by the Commissioner.)

COMMISSIONER A.R. BEECH: Mr Simons was employed as an envelope machine adjuster with the respondent. He had been employed since February 1990. He was dismissed on Monday the 14th July 1997 for having been absent from work on the previous Friday 11th July 1997.

Employees' time keeping is monitored by a time-clock. The respondent introduced a policy whereby an employee would not be paid for any day the employee had not "clocked on" unless the employee subsequently completed a statutory declaration stating that the employee had been at work that day. The policy was introduced a week or two prior to this incident.

On a Wednesday prior to the incident, Mr Simons came to work on afternoon shift at about 3.15pm. The time cards had been removed by the pay clerk to do the pays. This was usual. Mr Simons followed the usual procedure: when the cards were eventually returned, he got his supervisor to sign the card to show that Mr Simons had commenced work at the appropriate time.

Mr Simons was quite distressed to find his pay one day short when he was paid on Friday. He felt that it showed an "amazing lack of trust" in him by the company. He left the premises and did not work that shift.

The issue is whether Mr Simons was harshly, oppressively, or unfairly dismissed and the Commission is to deal with that according to equity, good conscience and substantial merit. It involves the issues of fairness that have been referred to in the authorities in Mr Heathcote's submissions.

Mr Simons was dismissed because he was absent from work without permission on that particular Friday. I accept that, ordinarily, absence from work without justification is misconduct but, as I have indicated, an act of misconduct does not, of itself, warrant dismissal. It will depend upon all of the circumstances. Even if Mr Simons' absence was an act of misconduct it still is open to the Commission to look at the circumstances of the matter to judge the fairness of it.

In this case, notwithstanding Mr Heathcote's submissions, I am satisfied that the company was quite wrong in deducting one day's pay from Mr Simons' wages. Whilst the company may have been entitled to introduce a system of ensuring that employees accurately record their start and finish times I am satisfied, particularly from the cross-examination of Mr Agland, that the application of that policy to Mr Simons' circumstances should not have occurred. Indeed, I think that has been conceded in the sense that Mr Heathcote has, very properly, said there were unforeseen consequences of this particular policy.

In Mr Simons' case he was not able to punch the timecard because his employer, or the employer's agent, had removed the timecard from the area adjacent to the time clock and therefore it was not Mr Simons' fault that he was not able to clock

on. I also accept Mr Schapper's observation that the employer did have the opportunity in time to check why, in Mr Simons' case, the timecard was not stamped or punched rather than merely applying what has been described as "the blunt instrument of this policy".

In my view, Mr Simons did follow the procedure on the day in having his shift supervisor sign the timecard. There is no suggestion that he did not work that particular day. The right to payment for work performed is a fundamental part of the contract of employment and, in my view, it is significant for him to have lost one day's pay from his weekly wage.

My finding that the company was incorrect has two consequences. In my view, having listened to Mr Agland, despite the fact that in many ways he acted reasonably, I do not believe that he took into account the fact that the company had been at fault in the application of the policy. That is a different consideration from Mr Agland's consideration that, the issue having arisen, it was easily fixable and was an issue that could have been handled differently.

The second consequence of my finding is that the absence from work was directly caused by that deduction becoming apparent. I am satisfied that without it Mr Simons would not have absented himself from work. I accept Mr Simons' evidence that, on that occasion, he was extremely agitated, dismayed and indeed saw it, if I have his words down correctly, as an amazing lack of trust in him by the company.

I accept that there may have been other ways for Mr Simons to have addressed the issue. I also take into account that his absence caused difficulty in an area that was already shorthanded and resulted in the delay of an order. However, I find in these circumstances that his absence did not warrant the ultimate penalty of dismissal. I do not lose sight of the fact that Mr Simons absented himself from work on an earlier occasion in 1994. However I am not inclined to place the great weight upon it that Mr Heathcote urges because, on my understanding of the facts of the matter, I tend to see that as being related to the circumstances where Mr Simons had been falsely accused of theft. His absence now can be seen not to have been part of a continuing action on his part but rather related to that particular incident.

There is no other reason in the evidence for me to assume that Mr Simons has a tendency not to attend for work or just to go home if something does not suit him. I therefore tend to see his absence on that particular Friday as being something that was unpremeditated and more of something that occurred in the heat of the moment.

I do accept that Mr Agland was proper in his contact with Mr Simons. He had previously reinstated him. He took into account on this occasion Mr Simons' view. He took time to consider what the company's response would be. However, despite that propriety, I still find that to have dismissed Mr Simons in those circumstances was harsh towards him. I also find that, in moving to the issue of relief, reinstatement is impracticable.

I therefore turn to the issue of compensation. Mr Simons was dismissed on the 14th July 1997. He found alternative employment on the 5th August 1997 as a casual console operator in a service station. He earns approximately \$300.00 per week less at his new employment than he did in his employment with the respondent. It was submitted on behalf of Mr Simons that the Commission should assess the actual loss to the date of hearing and then make an estimate of the potential future loss of Mr Simons, taking into account any potential for Mr Simons to be promoted in his current position, thereby reducing the ongoing weekly loss of wage. That results in a loss of earnings to the date of hearing of approximately \$4200.00. The Commission was then invited to assess the future ongoing loss and combine the two figures.

However, I am not persuaded that the assessment of compensation is restricted to such an approach. The Full Bench in *Gilmore v Cecil Bros* ((1997) 77 WAIG at 4447) set down a number of principles for the calculation of compensation which were restated by Sharkey P in *James Capewell v Cadbury Schweppes* (No 1364 of 1997, unreported, 12 December 1997). For the purposes of the argument put to me on this occasion I note that the Commission is required to make a finding as to the loss and/or the injury which the employee has suffered by reason of the dismissal. Section 23A of the Act does not

prescribe the precise manner in which compensation is to be assessed. An assessment of compensation is, therefore, an assessment of the Commission acting in accordance with equity, good conscience and substantial merit. While it is not an exercise in arbitrariness, also it is not an exact science. Sharkey P observes that in assessing compensation the Commission must act in accordance with s.26, although subject to those principles (at p26). Coleman CC in separate reasons held that it is the exercise of the Commission's discretion with respect to establishing the loss or injury caused by the dismissal that establishes the amount of compensation (at p32). George C also held that the assessment of compensation was subject to the requirements of s.26. In *Bradley Rickard Smith v CDM Australia Pty Ltd* (No 1310 of 1997, unreported, 18 December 1997) the Full Bench dismissed an appeal against an order of one month's compensation ordered to an employee found to have been unfairly dismissed. Sharkey P concluded that, in the circumstances, it did not represent a miscarriage of the Commission's discretion (at p28). Fielding SC and Cawley C in a joint decision concluded that the compensation fixed was within the realms of a proper exercise of discretion (at p35). The Commission's discretion does not, therefore, equal the loss of earnings to the date of hearing to which is added an assessment of the future loss of earnings. The date of hearing may provide a precise basis of calculating the remuneration lost to an arbitrary date but it does not, for that reason, represent the compensation to be assessed by the Commission. The Commission, in the exercise of its discretion will take other factors into account.

In this case Mr Simons had almost seven and one half years' service with the respondent. He was a permanent employee. He has lost the security, and the benefits, of that status and length of service. His alternative employment is less secure than his employment had been with the respondent. In his alternative employment he is a casual and is subject to a probationary period of 6 months. In my assessment payment of 12 weeks' wages is a fair compensation for Mr Simons' loss including his loss from the reduced level of income he now receives and the Commission will order accordingly.

Minutes of a Proposed Order now issue.

Appearances: Mr D. Schapper on behalf of the applicant.
Mr S. Heathcote on behalf of the respondent.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Paul Anthony Simons
and

Ismail Holdings Pty Ltd T/A Envelope Specialists.

No. 1363 of 1997.

24 December 1997.

Order.

HAVING heard Mr D. Schapper on behalf of the applicant and Mr S. Heathcote on behalf of the respondent the Commission pursuant to the powers conferred on it under the *Industrial Relations Act 1979* hereby—

(1) DECLARES—

THAT on the 14th day of July 1997 the respondent unfairly dismissed Mr Paul Anthony Simons;

(2) ORDERS—

THAT the respondent forthwith pay to Mr Paul Anthony Simons the following sums of money—

(a) \$7,920.00 less tax;

(b) \$475.20 to be paid to his account with Printsuper.

(Sgd.) A. R. BEECH,

Commissioner.

[L.S.]

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Jean Watkins

and

Plantagenet Village Homes Incorporated.

No. 288 of 1997.

COMMISSIONER R.N. GEORGE.

2 February 1998.

Reasons for Decision.

THE COMMISSIONER: Plantagenet Village Homes Incorporated (hereinafter referred to as "the Respondent") is a federally funded body established for the purpose of operating a hostel for the frail aged known as "Overton Hostel" in the town of Mt Barker, Western Australia. Overton Hostel is a residential facility providing care to residents with a level of dependency which does not require the full time presence of professional staff found in the nursing home environment.

Hostel and personal care services provided by facilities such as Overton are prescribed under legislation administered by the Commonwealth Department of Health and Family Services (hereinafter referred to as the Department) and include—

"Hostel Care Services

- (1) The provision of sufficient and appropriate meals and refreshments of adequate quality served at times generally acceptable to eligible persons and to management.
- (2) The provision of heavy laundry facilities and heavy laundry services for each eligible person.
- (3) Where an eligible person requires assistance—
 - (a) in the cleaning of the person's room;
 - (b) in other necessary room services, including bed making; or
 - (c) with personal laundry,
 the provision of such assistance to the person.
- (4) The provision of programs which have the object of encouraging each eligible person—
 - (a) to select and engage in social activities that promote and protect their dignity; and
 - (b) to participate in community life outside the hostel.
- (5) The provision at any time of at least one responsible person approved by the organisation who is continuously on call and in reasonable proximity to render emergency assistance to each eligible person who requires such assistance.

Personal Care Services

The provision to any eligible person who requires it of—

- (1) personal assistance, including individual attention, individual supervision and physical assistance, with—
 - (a) bathing, showering or personal hygiene activities;
 - (b) dressing, undressing, or grooming, including the fitting of artificial limbs and other personal mobility aids and sensory communication aids;
 - (c) eating and drinking;
 - (d) transfers, including collection and positioning of a walking aid or wheelchair;
 - (e) mobility, including the use of mobility aids;
 - (f) toileting;
 - (g) maintaining continence or managing incontinence;
 - (h) communication, including difficulties arising from impaired hearing, sight or speech, or lack of a common language;
- (2) special diet not normally provided by a hostel;
- (3) rehabilitation support, including the provision of, and assistance with, individual therapy programs designed by health professionals, aimed at maintaining or restoring a resident's ability to perform daily tasks

for him or herself, or assistance to obtain access to such support,

- (4) treatments or procedures carried out according to the instructions of a health professional or a person responsible for assessing a resident's personal care needs in a hostel, including assistance with taking the prescribed medication, subject to legal restrictions on the provision of such services;
- (5) individual attention and support because of recurrent confusion, including dementia, and other cognitive impairments and behavioural disorders, including—
 - individual therapy activities and specific programs designed and undertaken to prevent or manage a particular condition or behaviour and to enhance the quality of life and care for such residents; and
 - ongoing support, including specific encouragement, to motivate or enable such a resident to participate in general hostel life and activities."

[Exhibit J18—Extract from "The Hostel Booklet"]

The roles and responsibilities of staff within hostels are not subject to any guidelines established by the Department and that function is left to local management committees such as the Respondent. Standards of care are, however, set by the Department and in the context of those standards hostel staff are expected to be able to assess the care needs of residents, consult with residents about their needs and their individual requirements, liaise with family and health professionals as appropriate and provide general support. In the exercise of their duty of care staff are said to be accountable to the Department, presumably through the relevant local management committee. A charter of rights and responsibilities has also been introduced by the Department to ensure that the individual rights of residents in aged care facilities are protected and that staff "can work in an environment which is free from harassment" (See the evidence of Ms Lorraine Veronica Netto, Manager, Aged Care Branch, Department of Health and Family Services). The operation of hostels is monitored by the Department and if policies processes and practices are found to be below standard and are not rectified, formal action can be taken which may lead to the withdrawal of funding for new residents and ultimately closure of the facility.

Responsibility for the operation of the Overton Hostel rests with a twelve member committee elected from within and by the community. The committee is divided into a number of sub-committees with responsibility for various operational areas. These include the "Overton Committee" which deals with matters associated with the day to day running of the Hostel. It was that sub-committee which appointed Ms Jean Watkins (hereinafter referred to as "the Applicant") to the position of Supervisor in Charge at Redman House which was the hostel facility for Mt Barker prior to the construction of the new facility known as the Overton Hostel.

The Applicant commenced her employment with the Respondent on 20 April 1994 under a written contract which specified the terms and conditions of her employment and the duties to be performed (Exhibit J7). It is common ground that the Aged and Disabled Persons Hostels Award 1987, an award of the Western Australian Industrial Relations Commission, also applied. The contract of employment was signed by the Applicant in acknowledgment that she had read and understood both the conditions of her employment and her job description and that she agreed to comply with their terms. The contract was also signed by Ms L.J. Souness, the Secretary to the Respondent, as its representative.

While the copy of the employment contract provided to the Commission (Exhibit J7) shows it as having been renewed on 26 April 1995 for a term of twelve months to 26 April 1996, it was not disputed that it continued to apply in its terms beyond that date and until the Applicant was dismissed with effect from 21 November 1996. The question of that dismissal is now before the Commission by way of an Application lodged pursuant to S.29(1)(b)(i) of the Industrial Relations Act 1979 (hereinafter referred to as the Act) through which it is claimed that the Applicant had her services unfairly terminated by the Respondent. The remedy sought is re-instatement without loss of entitlements.

The provisions of the now repealed section 23AA of the Industrial Relations Act 1979 (hereinafter referred to as the Act) apply to these proceedings. As observed by Fielding C. in *John Edwin Rowe and Barmingo Pty Ltd*, "it is incumbent upon the Respondent to establish that there is a ground on which the Commission could find that the dismissal was justified. For these purposes, a dismissal is justified if there was a valid reason, or were valid reasons, to terminate the Applicant's employment connected with the Applicant's capacity or conduct or based on the operational requirements of the Respondent. To be valid in this context, the reason should be one which is sound, defensible or well founded (see: *Selvachandran v. Peteron Plastics Pty Ltd (1995) 62 IR 371, 373*). Whether that onus is satisfied depends to a large degree on a consideration of the circumstances leading to the termination of the Applicant's employment." (77 WAIG 2381)

The factual background against which this claim is to be considered can be summarised as follows.

The Applicant had experience in working with the frail aged prior to her employment with the Respondent through work in psycho-geriatrics in the United Kingdom for 14 years and with the City of Fremantle as Assistant Supervisor for 2½ years and Supervisor for 7½ years in the frail aged hostel known as Stan Reilly Lodge. In May 1991 the Applicant resigned from her position with the City of Fremantle to move to Kojonup. A reference from the City of Fremantle and other material provided to the Commission in the proceedings (Exhibits J1 to J3) are testament to her good work as Assistant Supervisor and Supervisor at the Stan Reilly Lodge.

Following the commencement of her employment with the Respondent the Applicant worked for approximately 26 months at Redman House before transferring in June 1996, with other existing staff, to the Overton Hostel. In addition to the Applicant there was an afternoon supervisor, a weekend supervisor and three domestic carers who worked under her supervision and control. The Applicant worked 8 hours per day Monday to Thursday commencing at 7.00am and finishing at 3.00pm and reported directly to the full committee of the Respondent on the operation of the hostel. Her duties were as set out in the document headed "Conditions of Employment and Job Description" which formed part of her written employment contract (Supra). Apart from limited reference to some of the duties prescribed, there was little discussion between the Applicant and the hostel committee which appointed her about the manner in which she was required to carry out her responsibilities. The Applicant carried out her work as Supervisor in Charge for some 2½ years to November 1996, apparently without any concerns being raised formally with her about her performance. This was despite the fact, according to the evidence of Mr W.E.R. Findlay, the President of the Management Committee, that for 2 or 3 years there had been concerns about the hostel and its management which were partly attributable to a "less than positive attitude of the Supervisor in Charge" (Transcript p.118). It was not said why this was so but in September 1996 it was informally decided that a Ms Jean Salmon-Lomas, a member of the Overton Committee and ex Director of Nursing with experience in the aged care industry, would work with the Applicant, partly to establish just what practices applied in the hostel. Ms Salmon-Lomas had commenced doing this in what was described as a passive way prior to the move to Overton in the hope that formal policies, procedures and practices would be in place when the move occurred. In October 1996 it was formally resolved by the Management Committee that the arrangement with Ms Salmon-Lomas should be continued. According to Mr Findlay there had been an inclination about that time to replace the Applicant, but that course was formally decided against.

Around the end of October or early November 1996, during the absence of the Applicant on annual leave, Ms Salmon-Lomas was conducting a manual handling instruction session with staff at the hostel. In the course of that instruction there was what was described as an "outburst" (Transcript p.121) from one of the junior staff who had been involved in a recent incident where she had observed the Applicant lift one of the residents in what she considered to be a cruel manner. This prompted all of the other staff at the meeting (one or two were said not to be present) to raise incidents which

Ms Salmon-Lomas considered to be important enough to cause her to prepare a written report which she faxed to Mr Findlay. Mr Findlay raised the matter with what was described as an executive group made up of members of the Overton Committee and on 11 November 1996 prepared a hand written note to the Applicant which, formal parts omitted, was in the following terms.

"The Committee of Plantagenet village Homes is seriously concerned at reports it has received relating to the care of residents at Overton. Those reports call into question the way in which you have performed the duties of Senior Supervisor.

As a result of those reports it is necessary to meet with you urgently before your return to duty. An executive group of the Management Committee, comprising Bev or Bill, Monica and me, will meet and discuss the matters with you.

I regret having to ask you to interrupt your leave while you still have visitors, but as the matter is urgent I have tentatively arranged a meeting at the Arts Centre at 10am Thursday 14th Nov.

Would you please confirm whether you are able to attend."

[Exhibit J9]

Following subsequent discussions between Mr Findlay and the Applicant about the date of the meeting and whether or not the Applicant should take additional leave or be suspended with pay pending an enquiry into the matters raised, a meeting was scheduled for 18 November 1996. On that day the Applicant presented for work at her normal commencement time, apparently due to a misunderstanding about the Respondent's intention that she not return to work until the matters which caused Mr Findlay to write the letter dated 11 November 1996 (Supra) had been enquired into and the issues resolved. Because of this the Applicant was hand delivered a letter from Mr Findlay confirming that she was suspended on full pay until further notice and that a meeting was scheduled for 10.00am that day between the Applicant and a panel comprised of Mr Findlay and two members of the Overton Committee. At the same time the Applicant was provided with a list, in heading form, of allegations against her. This was the first time, even in heading form, that the Applicant had been told of the allegations against her.

The 10.00am meeting with the Applicant was attended by Mr Findlay, Mrs Lynch and Ms Salmon-Lomas, the latter two being members of the Overton Committee. A union representative, Ms Etherington, was also present in the capacity of an observer. At the outset of the meeting Mr Findlay read a prepared statement which was in the following terms.

"Monday, 18th November, 1996

To enable you to grasp an overall picture of what this meeting is trying to achieve, I will read to you this preamble, at the end of which you may wish to seek clarification of the procedure.

As you know, adverse reports have been brought to us, relating to the care of Residents at Overton.

As a publicly elected Committee, charged with the responsibility for and a duty of care to our residents, we are obliged to ascertain the truth of the reports and act accordingly.

This is a forum in which you will be informed of the nature of the complaints and given the opportunity to answer them, and in which we can gain information to allow us to make a judgement as to what action we must take.

To enable you to grasp the overall picture of the allegations, an outline of the issues will be read out to you, and they can then be tackled one by one. You may wish to ask questions of us, or we of you.

Sufficient information will be given to you to identify the subject of each allegation, but names of persons making the allegations will be protected.

So far the reports have been confined to 4 of the House Committee and me. The rest of the Committee will have to be informed at tonight's full Committee meeting; but to what extent probably depends on the outcome of this meeting.

To minimise damage to the reputation of Overton, yourself, and everyone else affected, an early resolution is necessary.

You may choose to respond immediately if you wish, but we do require a written response within 48 hours."

[Exhibit J12]

He also read in full the following list of allegations.

- " 1. Disregarding Doctor's orders in regard to Resident's medications.
 - 1.1 e.g. Variation or withholding of prescribed dosages.
 - 1.2 In dispensation of medication—combining 2p.m. doses in the one dosette box compartment.
 - 1.3 Respondent to staff reports of tablets found on floor as being unimportant.
 - 1.4 Inaccurately transferring Doctors orders to Supervisors Medication Chart.
2. Inappropriate pain management maintenance.
- 2.1 e.g. Withholding of prescribed medications or dosages.
3. Cruelty to residents.
- 3.1 e.g. Rough handling of residents in pain while transferring from shower chair to wheel chair.
- 3.2 Neglecting to attend to resident reported as being upset and in pain; and failing to promptly obtain antibiotic when prescribed by Doctor the following day.
- 3.3 Doing a deal with a resident instructed by her doctor to rest her legs, to walk up part of the walkway in exchange for the delivery of afternoon tea to her room.
4. Neglect of residents.
- 4.1 e.g. Neglect of special needs of residents—e.g. suitable diabetic diet.
- 4.2 Allowing a very poor state of personal hygiene and neglected toe nails of one resident.
- 4.3 Poor personal hygiene of another resident.
- 4.4 Refusal to deliver afternoon tea to 3 residents who could not reasonably be expected to walk to dining room.
- 4.5 Neglecting to comfort and provide prompt medical relief to the resident with the infected sore on her leg.
5. Lack of guidance or direction staff members.
6. Irresponsible rostering of staff.
 - e.g. Lack of consultation with staff, (1 did 12 consecutive days).
7. Inadequate handover procedure."

[Exhibit J11]

Copies of both the statement and the list of allegations were provided to the Applicant and while the Respondent refused to provide details of the residents involved or the complainants for reasons of confidentiality, the Applicant was able to identify all of the incidents referred to and provide verbal responses during which she denied that she had acted in a manner that was inconsistent with her responsibilities as a Supervisor in Charge. This was followed up by a written response dated the same date as the meeting which reiterated her denials or provided what she considered to be satisfactory explanations (See Exhibit J14).

By the end of the meeting Mr Findlay and the other panel members had formed the opinion that there was no reason to disbelieve the substance of the allegations against the Applicant. That opinion was confirmed when the written response from the Applicant was received and the conclusion was reached that if the Applicant was to return to work there would be no change in the manner in which she carried out her duties. The matter was therefore put to the Management Committee with a recommendation that the Applicant's services be terminated. A motion to that effect was passed by the

Committee and the decision was conveyed to the Applicant in writing on 21 November 1996 in the following terms—

"21st November, 1996

Mrs Jean Watkins

c/- Post Office

KENDENUP WA 6323

Dear Jean

I acknowledge receipt of your letter responding to the allegations relayed to you at a meeting on Monday 18th November, 1996.

Due to the seriousness of the allegations and the nature of your response to them, we believe that it is in the best interests of the Hostel that you do not resume duties as Supervisor In Charge.

Accordingly your contract of service is terminated as of 3pm Thursday 21st November, 1996.

All monies rightfully owing to you under your award will be forwarded to you together with the various other documentation relating to the cessation of employment.

I would have wished that your association with Plantagenet Village Homes could have ended otherwise, and wish you well in your new venture at Kojonup."

Yours sincerely,

Evan Findlay

President

[Exhibit J15]

In reaching its conclusions the panel chose not to test the allegations against the Applicant or her responses either by interviewing the employees who made the allegations recorded in the report by Ms Salmon-Lomas or by making enquiries of the residents involved. Not all of the resident's concerned could have been spoken to, however, as one had passed away before the date on which the allegations were made to Ms Salmon-Lomas. That person was the one most referred to in respect of the allegations.

I am bound to say that the determination of this matter has been extremely difficult. The frail aged hostel environment is a sensitive environment which requires great care in maintaining a balance between respecting the residents right to maintain his or her personal independence, which includes a recognition of personal responsibility for his or her own actions and choices, even if that involves an element of risk which the resident has the right to accept, and delivering appropriate hostel care services within prescribed standards. The difficulties associated with this are exacerbated in a small community where residents, staff and the management committee responsible for the operation of the hostel are often known to one another. This was highlighted in proceedings by the evidence and the difficulty experienced by individuals in the giving of that evidence.

In the end I was left with the clear impression that the Respondent was faced with a situation in respect of the Applicant which required decisive action. That much is clear from the weight of evidence from other employees within the hostel, all of whom expressed concerns about the way in which the Applicant carried out her duties. It is not necessary to record here all of the evidence given in respect of the allegations against the Applicant. Suffice it to say that while in a number of respects the evidence of the Applicant was in conflict with that given on behalf of the Respondent, I am satisfied from the sheer weight of the evidence against her that on the balance of probabilities there is sufficient substance in allegations 1 to 5 to justify the decision of the Respondent to terminate the Applicant's employment. In addition to the evidence of Mr Findlay and Ms Salmon-Lomas, six other witnesses called for the Respondent gave evidence which in varying degrees supported most of the allegations against the Applicant. The most significant evidence of the six other witnesses was that given by Ms Gray. Ms Gray is a person with eight years experience in aged care and as a Supervisor with the Respondent was recognised as the next most senior staff member to the Applicant. The Applicant on the other hand provided no witnesses to corroborate her account of events. There was no substance in allegation 6. and allegation 7. related to a matter which the Applicant tried to address but received no support from the Respondent because it would have involved additional cost.

It was not alleged that the Applicant was deliberately cruel or negligent. The concerns were rather about the Applicant's insensitivity to the needs of some residents, a failure to act on concerns raised with her and a failure to develop and provide clear policy and practice direction. This was evidenced, for example, by the Applicant acting at variance to Doctors orders, albeit that she says with verbal approval in one case from the doctor himself and in another case from a registered nurse, without any formal change to the medication charts transcribed from Doctor's orders by the Applicant for the use of all staff in dispensing medication to residents. This meant that the Applicant was treating some residents in a manner different to other staff who followed the recorded requirements. In addition, the procedure for dispensing medication relied upon staff recollection of medication requirements and a visual recognition of different forms of medication. While that hostel was small, having only something like fifteen residents, this practice was of concern to staff and admitted by the Applicant to be unsatisfactory. The Applicant also admitted to reducing pain killing medication to one resident, refusing cups of tea to another resident as an inducement for her to walk and lifting a resident who was in pain without utilising the assistance of other staff who were present.

Having said all of this, however, the Management Committee is equally culpable in that it failed to act on concerns raised with it directly or through committee members who had been personally approached by staff over a considerable period of time. In fact the next senior supervisor to the Applicant, Ms Gray, gave evidence about frustration and a sense of despair that matters raised with the Applicant and Committee members were not acted upon. In fact she also spoke of her concerns to the Secretary of the hostel, even though it was about matters outside the Secretary's field of expertise or responsibility, in the vain hope that something might happen as a result.

That the Management Committee had an awareness that all was not right is clear from the evidence of the President of the Management Committee, Mr Findlay, and a member of the Overton Committee, Ms Salmon-Lomas. This evidence was that there had been concerns for some 2 to 3 years and that those concerns were attributable to the Supervisor in Charge, who from April 1994 was the Applicant. Despite this the only action taken by the Committee was to have Ms Salmon-Lomas, at first informally and later formally, "work alongside" (Transcript p.120) the Applicant to establish what the practices in the hostel were and to develop proper policies, guidelines and practices. However little or no progress was made in this regard. Through all of this the Applicant was never formally spoken to or written to about the Respondent's concerns, even though the Respondent, and apparently the Applicant, considered the Applicant to be the one with the skills, expertise and responsibility to deal with them.

The test for determining whether a dismissal is harsh, oppressive or unfair is outlined by the Industrial Appeal Court in *Ronald David Miles & Others T/A The Undercliffe Nursing Home v Federated Miscellaneous Workers Union of Australia* (1985) 65 WAIG 385. The question to be answered on that authority is whether the legal right of the employer to terminate the employment of an employee has been exercised so harshly or oppressively against the employee as to amount to an abuse of that right. Also of relevance are the decisions of the Full Bench of the Commission in *Margio v. Fremantle Arts Centre Press* (1990) 70 WAIG 2559, and *Shire of Esperance v. Mouritz* (1991) 71 WAIG 891 which are authority for the propositions that an employee as far as practicable will not be dismissed without a warning as to the possibility of dismissal and that whether an employer in bringing about a dismissal adopted procedures which were fair to the employee is one element to be taken into account in determining whether the dismissal was harsh or unjust. Procedural unfairness of itself may result in a finding that a dismissal was harsh or unjust but this will not always be so and each case must be viewed on its own merits.

In the matter now before the Commission, as I have already said, there is sufficient in the evidence to find that the Respondent had little option but to take decisive action in relation to the Applicant. It is also clear that the Respondent had lost all confidence in the Applicant in terms of dealing with residents and staff and her capacity to put in place the policies and practices necessary to the effective operation of a frail aged

hostel. If the Respondent had not acted, intervention by the Department could have resulted and the funding and future of the hostel may have been placed at risk. Valid reason connected with the Applicant's conduct could therefore be said to exist in the context of S.23AA of the Act which justified her termination. The question remains, however, as to whether the procedure adopted by the Respondent was so unfair as to require a finding that the dismissal of the Applicant was as a consequence harsh and unjust (See *Margio v. Fremantle Arts Centre Press*—Supra). In my view that question should be answered in the affirmative. There is ample evidence, as I have already said above, that the Respondent was aware that all was not well in the hostel for some two to three years and that specific issues had been raised from time to time with committee members. Despite this the Applicant was never formally warned or told of specific aspects of her work which were required to be addressed. It is also conceded in the closing address for the Respondent, and properly so, that some aspects of the process of termination were unusual. Having also found, however, that there were grounds upon which the dismissal could be said to be justified and that the Respondent had lost all confidence in the Applicant, re-instatement as claimed could not in the circumstances be regarded as a practicable remedy. The appropriate alternative, in my view, is compensation.

The process of assessing compensation is most recently addressed by the Full Bench of the Western Australian Industrial Relations Commission in *Bradley Richard Smith and CDM Australia Pty Ltd 78 WAIG 307* and involves consideration of a range of factors including the circumstances surrounding the dismissal as much as the consequences of the dismissal for the employee (Supra at p.33). In the circumstances of the present case I would fix compensation at the lower end of the scale. While there is no evidence of financial loss suffered by the Applicant as a consequence of her dismissal, I am satisfied that she would have suffered injury in that the hostel is located in a small community where people are generally well known to one another and events such as this can become common knowledge and have a consequential effect on relationships and personal perceptions of the parties involved. In my view the appropriate compensation to be awarded would be an amount equivalent to four weeks pay calculated by reference to the Applicant's normal wage rate.

Appearances: Ms S. Jackson on behalf of the Applicant
Mr M. O'Connor on behalf of the Respondent

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Jean Watkins

and

Plantagenet Village Homes Incorporated.

No. 288 of 1997.

COMMISSIONER R.N. GEORGE.

12 February 1998.

Order.

HAVING heard Ms S. Jackson on behalf of the Applicant and Mr M. O'Connor on behalf of the Respondent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979 as amended, hereby orders—

THAT the Respondent herein forthwith pay to the Applicant, Mrs Jean Watkins, an amount equivalent to four weeks pay calculated by reference to the Applicant's normal wage rate.

[L.S.] (Sgd.) R. N. GEORGE,
Commissioner.

CONFERENCES— Matters arising out of—

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The West Australian Locomotive Engine Drivers' Firemen's
and Cleaners' Union of Workers

and

Western Australian Government Railways Commission.

No. C30 of 1998.

COMMISSIONER P.E. SCOTT.

23 February 1998.

Order.

WHEREAS this is an application filed on the 27th day of January 1998 in which the Applicant claims that on the 24th day of April 1997 D M Snell was unfairly dismissed from employment with the Respondent; and

WHEREAS on the 16th day of February 1998 the Commission convened a conference at which the Commission asked the Applicant to show cause why the matter should not be dismissed for not having been pursued within a reasonable time of the dismissal; and

WHEREAS the Commission was advised that the matter of D M Snell's dismissal had been the subject of application C141 of 1997 filed by the Applicant on the 7th day of May 1997 and was the subject of a conference convened on the 19th day of May 1997; and

WHEREAS that conference was adjourned on the basis that there would be further discussions between the parties; and

WHEREAS on the 31st day of October 1997 the Applicant had written to the Commission agreeing that that matter should be concluded;

NOW THEREFORE, being satisfied that the matter was not adequately and diligently pursued when it was first before the Commission, and that further proceedings are not necessary or desirable in the public interest, the Commission pursuant to the powers conferred on it under section 27(1)(a)(ii) and (iv) the Industrial Relations Act 1979, hereby orders—

THAT this application be, and is hereby dismissed.

(Sgd.) P.E. SCOTT,

[L.S.]

Commissioner.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Hon Attorney General

and

Western Australian Prison Officers' Union of Workers.

No. C 33 of 1998.

COMMISSIONER J F GREGOR.

3 February 1998.

Direction.

WHEREAS on the 29 January 1998 the Hon Attorney General applied to the Commission for a conference pursuant to Section 44 of the Industrial Relations Act, 1979 seeking the urgent assistance of the Commission in the resolution of a dispute between the Ministry of Justice and the Western Australian Prison Officers' Union; and

WHEREAS on the 3 February 1998 the Commission conducted a conference between the parties at which the Commission was told that the CW Campbell Remand Centre operates on a basis of 12 hour shifts. On day shift 7.30am to 7.30pm the prison officers spend six hours on duties in the units and six hours on duties out of the units; and

WHEREAS the Commission was told that prison administration had been concerned for some time that the present arrangement of rotation did not allow for accountability for operations and responsibilities; and

WHEREAS the parties had a series of private discussions in order to resolve difficulties between the prison administration and members of the local branch of the union; and

WHEREAS those discussions included, inter-alia, external reviews conducted by officers of the Ministry and the union which lead to a series of alternate proposals to change routine; and

WHEREAS the Commission was told that it was understood that the proposed routine change B should be trialed subject to Branch approval; and

WHEREAS the membership of the branch rejected the proposal; and

WHEREAS the proposed routine change B has been explained to the Commission and the Commission has decided that in the best interest of all of the parties that the proposal should be subject to—

- a trial for a period of six weeks subject to ongoing weekly review during that period by the parties
- modifications being made as is necessary during the trial period
- that at the completion of the six week period the parties be directed to attend a conference at the Commission at a date and time to be fixed to report on the outcome of the trial
- that if the trial is satisfactory the Direction will be cancelled, if it is not the Commission will hear submissions from the parties concerning any further role of the Commission in the disposal of the matter which might include, but not limited to, arbitration;

NOW THEREFORE pursuant to the powers contained in the Industrial Relations Act, 1979, the Commission hereby directs—

1. THAT the routine change which appears below will be introduced from the 13th day of February 1998 for a period of six weeks.

ROUTINE B

- | | |
|----------------------|---|
| 07:30hrs | UNLOCK MEDICATION BREAKFAST |
| 08:00hrs | PRISONERS TO COURT OUTSIDE WORKERS TO WORK |
| 08:30hrs | CELL INSPECTION FOR MAINSTREAM On this inspection ALL prisoners will have shoes on to attend visits Etc. if required. SEGS TO LAUNDRY FOR CLOTHES CHANGE |
| 08:30hrs | SEGS RETURNED TO WING. On Tuesdays segs will be allowed out at 08:15 to get their spends. |
| 09:00hrs | MAINSTREAM TO RECREATION Block to locked down. Only cleaners left in the block. |
| 09:15hrs | S/O TO DEBRIEF. |
| 09:30hrs | S/O RETURNS FROM DEBRIEF. When the S/O is satisfied that the cleaning is up to standard, then the block officers commence to change places with their opposite number. Should there be a hold up in the cleaning then the change does not take place until the cleaning is finished. |
| 10:00 to 10:15hrs | AFTER CHANGE OVER Staff are to be briefed by the S/O once briefing is finished the grills to the block are to be opened. Officers are then to commence duties. |

2. THAT during the fifth week of the trial period the period the parties are to report to the Commission at a date and time to be fixed to report on the outcome of the trial and to make such submissions as is necessary for the cancellation or otherwise of this Direction.

[L.S.]

(Sgd.) J.F. GREGOR,

Commissioner.

CONFERENCES— Matters referred—

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Australian Workers' Union, West Australian Branch,
Industrial Union of Workers

and

BHP Iron Ore Limited.

No. CR 358 of 1997.

27 February 1998.

Order.

WHEREAS the Commission referred for hearing and determination the claim of the union that Mr S. Smart was unfairly dismissed by the respondent;

AND WHEREAS the applicant union advised the Commission on the 26th day of February 1998 that it wished to withdraw this application;

NOW THEREFORE, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act 1979, hereby orders—

THAT this application be withdrawn by leave.

(Sgd.) A.R. BEECH,

[L.S.]

Commissioner.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Australian Workers' Union, West Australian Branch,
Industrial Union of Workers

and

WMC Resources Ltd.

No. CR 405 of 1996.

COMMISSIONER A.R. BEECH.

10 February 1998.

Reasons for Decision.

On 27 March 1996 John Anderson was dismissed by the respondent (WMC) because WMC believed he had in his possession company property which he was not authorised to have. The union sought to challenge his dismissal and filed for a conference in the Commission. That conference was adjourned pending the outcome of the criminal charge against Mr Anderson of stealing as a servant. That charge was dismissed in approximately December 1996 and the application was then listed for hearing to determine some preliminary points. The decision on those preliminary points was issued on 19 August 1997 (77 WAIG 2389) and the matter subsequently listed for hearing on the merits in December 1997. It is appropriate that I place on the record my appreciation for the efforts WMC took to present direct evidence to the Commission from the supervisors who were directly involved in the events leading to the dismissal of Mr Anderson in March 1996. Due to the passage of time two witnesses are no longer working for WMC and, indeed, are not resident in the metropolitan area. The Commission has been assisted by the direct evidence of those persons.

Two matters were referred for hearing and determination. The first is a claim by the union that Mr Anderson was harshly, oppressively or unfairly dismissed and I turn to consider this matter. Mr Anderson has had a long association of working in the mining industry. From July 1992 until his termination he was employed by WMC at its Kambalda operations. Although his substantive position was as a jumbo operator he was, at the time of his dismissal, working as a training/safety officer. Mr

Anderson owns a farming property in Esperance. In March 1996 the police searched his farm and found a number of cannabis plants growing there. He was subsequently arrested and charged with criminal offences relating to that discovery.

The police also found on his farm a quantity of material which they suspected might be the property of WMC. The police contacted WMC and, as a result Mr Dunlop, the Security Superintendent for the Kambalda nickel operations, and Mr Foster, then the WMC Supply Officer, drove down to the Esperance Police Station to inspect the material found. They took a number of photographs of the material. Most of these photographs were tendered in evidence and became exhibit WMC3. A list of the material was prepared and this became exhibit WMC4. The material seized by the police and suspected to be WMC property is too numerous to mention here. It suffices to say that the material was found in two large boxes which were identifiable as old ICI detonator or explosives boxes of the kind used at WMC's Junction or Revenge mine. The material included a pair of Wellington boots stamped with the word "Junction" together with wet weather gear, and much hardware-type material such as gloves, valves, connectors, clips and so on. Much of it was in new condition and in its original packing. There were no price tags or other identification on the items to show where they had been obtained. WMC cross-checked the list of material seized with the materials stocked by its stores and concluded that most, if not all, of the seized material was identical with the type of material stocked by WMC stores. It also caused a check to be made of a sub-store record which identified stock actually issued to Mr Anderson. As a result of reconciling that record with the list of seized goods, some four or five items were able to be identified as being items of the same type as had been issued to Mr Anderson.

On 15 March WMC informed Mr Anderson that he was under investigation for possession of company property and he would be stood down with pay. On 27 March he attended a meeting with Mr Fricker, Human Resource Officer for the St Ives Gold Mine where Mr Anderson was then working. Also in attendance for WMC at the meeting were Mr French, Mr Badderham and Mr Dawes. Mr Anderson attended with a union organiser, Mr Binks. Mr Fricker informed Mr Anderson of the purpose of the meeting and indicated that he had photographs and the lists. Mr Anderson looked at the photographs and the lists. He was asked whether he had any comment but he repeatedly indicated that he had no comment to make. There is some evidence that Mr Anderson did say that he was not aware of anything in his possession that was WMC property. At the conclusion of the meeting he was dismissed summarily.

I turn to the union's claim. It is quite settled, and indeed accepted by both the union and WMC, that it is not necessary for WMC to be able to prove that Mr Anderson did, indeed, steal the material from the company. It is also accepted that the dismissal some six months later of the criminal charge levelled against him for stealing as a servant is immaterial to the Commission's consideration of this issue. For the purposes of these proceedings, it will be sufficient if WMC is able to show that it had a genuine suspicion based upon reasonable grounds that Mr Anderson had unauthorised possession of company property for a purpose unrelated to his work (see *Bi-Lo Pty Ltd v Hooper* (1992) 59 SAIR 342; and see too *WMC v AWU* (1997) 77 WAIG 1079 at 1084).

The union argued that WMC will need to show more because s.23AA of the Act (a section since repealed but which was in force at the time the dismissal occurred) obliges WMC to show that it had a valid reason for the termination. That is a harder test than showing that it had a genuine suspicion based upon reasonable grounds. Section 23AA was, as Mr Lourey submitted, inserted into the Act in 1995 in an attempt to ensure that the provisions of the Act relating to claims of unfair dismissal were an adequate alternative remedy to the counter-part provisions pursuant to the then Commonwealth legislation. Lee J of The Industrial Relations Court of Australia examined s.23AA and held that the wording of that section was different from the federal equivalent. He said—

Sub-section 23AA (1) does not impose on the employer the burden of proving the existence of a valid reason for the termination of the employee's employment. By requiring the employer to show no more than there is a

ground on which the Commission could find the dismissal was justified, the Act requires the employer to prove the possibility of the existence of that reason and not to prove the existence of that reason.

(Willcocks v. Makfren Holdings Pty Ltd T/As Circuit Technology (1995) 61 IR 420)

I therefore found the decisions to which Mr Lourey referred, which were based upon the federal Act, to be of little direct assistance.

I have little hesitation in finding that WMC has proved the possibility of the existence of a ground on which the Commission could find the dismissal was justified by virtue of the evidence of the discovery of the material on Mr Anderson's farm.

Notwithstanding that finding however, the union is still able to argue that the dismissal was harsh, oppressive or unfair. This it has sought to do. It argues that Mr Anderson was not given sufficient information of the material which WMC had in its possession in order to adequately respond. It also says that he had insufficient time to respond and that WMC's decision was hasty. These arguments will require a consideration of the evidence produced. Given that Mr Anderson was summarily dismissed for misconduct the company presented its evidence first (see *Shire of Esperance v. Mouritz (1991) 71 WAIG 894 (IAC); Winkless v. Bell (1986) 66 WAIG 847 at 848; Federated Brick Tile and Pottery Union v. Bristle Limited (1982) 62 WAIG 2926 at 2928; Pastrycooks Employees, Biscuit Makers Employees & Flour & Sugar Goods Workers Union (NSW) v. Gartrell White (1990) 35 IR 70 at 83).*

Much will turn upon the meeting of the 27th March. Evidence of that meeting was given by Mr Fricker and also by Mr Dawes. There are some differences in their evidence but it is largely consistent. The union stressed some of the differences in their evidence to argue that the meeting was not a fair meeting. To the extent that the evidence of Mr Anderson as to the conduct of the meeting is materially different from the evidence of Mr Fricker and Mr Dawes I find it difficult to prefer the evidence of Mr Anderson. It is significant that, although Mr Anderson was accompanied at that meeting by Mr Binks, Mr Binks was not called to give evidence nor was the Commission provided with any explanation why he was not called. In that circumstance it raises a query whether Mr Binks' evidence would have supported Mr Anderson's evidence.

I therefore find that Mr Anderson was aware of the purpose of the meeting. He was shown the photographs and did look through them. I also find that he looked at the lists, although not in detail. The point to be made is that he was given the opportunity to look at them in detail if he wished to do so. I accept Mr Fricker's evidence that Mr Anderson could have looked at them for a longer period of time if he had wished to do so. I think it was curious that Mr Fricker needed a brief adjournment to obtain permission to allow Mr Anderson to look at the photographs and the lists. Indeed, his need to seek permission was the reason for the first adjournment of the meeting. Natural justice would be observed if Mr Anderson was presented with the evidence that WMC had before it. If that consisted of the photographs and the lists (and that was all that Mr Fricker relied upon) then it should have been anticipated by WMC that Mr Anderson should have access to it. After all, if an employer bases its decision to dismiss an employee upon material which it did not put to the employee in a manner sufficient to enable the employee to give an explanation before the decision is made, then it is far easier for the employee to prove an unfairness in the dismissal. However, notwithstanding that I found it curious, it is nonetheless the fact that Mr Anderson was given the opportunity to look at the photographs and the lists and took advantage of it.

Further, he was given an opportunity at that meeting to put an explanation. He chose not to. His reasons for not doing so may be based upon the advice that he received prior to attending the meeting, however, the fact remains that his lack of explanation really left Mr Fricker with very little choice. Even if I accept Mr Dawes' evidence that Mr Anderson said that he was not aware of anything in his possession that was WMC property that statement can hardly be described as an explanation. Given that some of the material found on Mr Anderson's farm is material which is available from WMC's stores, that at least one item, the Wellington boots, can be categorically

identified as WMC property and given that WMC had issued Mr Anderson, at his request, with some material of the same type as that found in his possession, it is undeniable that the evidence before WMC was consistent with the conclusion that Mr Anderson had in his possession WMC property which he was not authorised to possess. What Mr Anderson needed to do was to provide a sufficient explanation why that conclusion was incorrect or to put some other proposition to WMC to provide the basis for a different conclusion. However, Mr Anderson did neither of those things. For example, I am quite satisfied that at the meeting Mr Anderson was aware of the allegation about the Wellington boots because he recalls the existence of two photographs of the Wellington boots which were not part of exhibit WMC3. Mr Anderson could have said at the meeting, as he did during the hearing before the Commission, that the Wellington boots were not his Wellington boots but rather boots which had been left on his farm by another individual who visited his farm to assist him in some work. Yet he did not provide even that simple explanation to Mr Fricker. Similarly, I am prepared to accept that the material found by the police on Mr Anderson's farm is material which is found at other mine sites and also, perhaps, which is found commonly on farms and is available in hardware stores. However, Mr Anderson did not say at the meeting that he had bought the material from a hardware store or had gained it from working in the mining industry in earlier years. These examples mean that I find it difficult to agree with the union's argument that Mr Anderson's dismissal was harsh, oppressive or unfair because he was not given a sufficient indication at the meeting of what material was being discussed.

Similarly, I am not persuaded that Mr Anderson had insufficient time at the meeting to prepare his reply. He did not indicate to Mr Fricker that he needed more time. Rather, he declined to comment at all. It may well be that if he had, indeed, requested time to prepare a reply a timetable could have been agreed for him to do that. In the absence of any request from Mr Anderson I see no reason why WMC can be held to be at fault for not itself providing more time.

Even if I am wrong in that conclusion, it would be necessary for the union to be able to demonstrate that, if he had been given more time, Mr Anderson would have provided an adequate explanation. In that regard Mr Anderson tendered a list to the Commission which he had prepared providing an explanation for his possession of some of the material (exhibit AWU 10). With respect to him, there are two observations which can be made about that list. The first is that there would appear to be little information in that list which would not have been known to Mr Anderson at the time of the meeting and which he could have put to Mr Fricker. The second observation is that the explanation is somewhat unconvincing. If the size 7 Wellington boots are used as an example, Mr Anderson states that these were brought to his farm by 3 other persons. He gives their names. That explanation may possibly be correct. However, there is no evidence whatsoever from any of those persons confirming Mr Anderson's evidence. I would have thought that it would have been a simple task for the union to have sought and produced corroborating evidence from the individuals. The fact that this was not done not only means that there is no corroboration of Mr Anderson's version of the events, but also allows the Commission to conclude that the evidence of the individuals would not have been of assistance to Mr Anderson. In the circumstances it is not unreasonable to expect some corroboration of Mr Anderson's explanations. Similarly, although there is an explanation that the size 10 Wellington boots were purchased through WMC in late 1990 when Mr Anderson worked for a contractor that is inconsistent with the evidence that the boots have manufacturing dates stamped them which indicates that they had not even been made at that time. I am driven to the conclusion that, even if Mr Anderson had been given more time, if the explanation he has tendered to the Commission some 21 months after the event is so lacking in strength I can see little chance that, to have given him a further week to consider his position, or perhaps a longer period, in March 1996, would have produced any more convincing an explanation. I therefore reject the argument that Mr Anderson had insufficient time at the meeting to prepare his reply.

Accordingly the claim that his dismissal was harsh, oppressive or unfair will be dismissed.

The second part of the matters referred for hearing and determination is the claim of the union for an order that WMC not prohibit Mr Anderson from entering its mine sites. Mr Anderson has given evidence that he has been advised by WMC, through its solicitors, that the seriousness of the drug related offences for which he has been convicted means that he is banned from working on WMC mine sites (transcript pages 175-177). His evidence is that has a serious consequence for him. In particular, his current employer has a contract with WMC which will require him to go on to WMC mine sites. Although his current employer presently has work on mine sites that are not WMC sites, this work will cease in approximately the middle of February 1998. Accordingly Mr Anderson's employment will cease at that date unless he is able to get access to WMC mine sites. Mr Anderson was not cross-examined on this evidence and I accept it.

The submissions of the parties in this matter were received in writing subsequent to conclusion of the hearing. In support of its application, the union makes a number of points. It sees the ban on Mr Anderson as being a continuation of the penalty of loss of employment which he has already suffered. It states that the ban will prevent Mr Anderson from carrying out his livelihood. The union submits that the merit of making an order in those terms was not contested by WMC.

WMC did present a written submission to the Commission after the Commission requested that submissions be made on this issue. In summary, those submissions opposed the order sought on the basis that—

1. it is widely framed and would be unrestricted in its application, or in the purpose of Mr Anderson's entry, once the performance of his employment required access to WMC's leases; WMC submitted that such an order could have an unintended effect of impinging upon its rights, obligations and interests as a leaseholder, employer and otherwise;
2. there may be good reasons for WMC refusing a person access to its leases;
3. the order would be of no utility until there is a demonstrated requirement by Mr Anderson's employer for him to enter WMC's leases;
4. the order sought is not one prescribed by s.23A of the Act and is therefore beyond power by virtue of s.23(3)(h).

The onus is on the union to demonstrate why the Commission should issue the order sought. I accept Mr Anderson's evidence that he is now about to lose his employment. I also accept his evidence that the reason for his ban relates to his conviction on the charges of cultivating cannabis with intent to sell and supply and possession of cannabis. The ban therefore does not relate to the reasons for which he was actually dismissed. WMC has not made any submission about the reason why it has imposed the ban upon Mr Anderson but I appreciate that WMC is entitled to view the offences seriously. I am also prepared to assume that it is concerned at the possible use of drugs on a mine site.

Against that view however is the fact that the offences for which Mr Anderson was convicted did not relate to either drug use or possession on a mine site. There is no evidence of any link between those offences and his employment (cf. *WMC v AWU* (1977) 77 WAIG 1079). Indeed the evidence of Mr McNulty is that when Mr Anderson came to see him after he had been charged, and before he had been dismissed, to discuss the possible effect of the charges upon his employment, Mr McNulty informed him that the charges were not something that WMC was concerned about. There is a difference between being charged with an offence and being convicted of it, however Mr McNulty's evidence confirms that there was no link between the offences and Mr Anderson's work. Although his convictions are drug related he has been employed in the mining industry since those offences. Indeed, he has been continuously employed since mid May 1996. That does not lead to a conclusion that Mr Anderson is seen as being unfit to work in the mining industry by reason of his convictions. There is no evidence that Mr Anderson is regarded other than as a satisfactory employee by his current employer. He has great experience in the industry and it is not unreasonable to assume that his experience is welcomed in the industry. These are strong factors in favour of the union's claim for an order to issue.

The fact that he has been continuously employed might also permit the conclusion that the ban imposed on him entering WMC sites has not thus far deprived him of the opportunity to carry out his livelihood in the mining industry. However, on the evidence that will now change: he will lose his employment in approximately mid February only because of that ban. On the uncontroverted evidence of Mr Anderson, he is going to be required to enter WMC's lease by his current employer. It is an issue which is present. Although I regard seriously WMC's right to decide who may enter its leases, in the absence of any submission of the rationale behind its decision, I conclude that WMC's decision to ban him would have greater force if his convictions related to his previous employment. I also regard seriously Mr Anderson's forthcoming loss of employment. In balancing those issues, it does not seem fair on the evidence before me that Mr Anderson now lose his employment by reason of the ban imposed on him. My conclusion is not in any sense a condonation of his offences. It is simply a result of the evidence before me on this occasion.

I turn to consider WMC's objections. As to point 1 of the objections it follows from my finding that it is necessary for Mr Anderson to enter upon a WMC lease to perform the work for which he is employed. However WMC's concern regarding the breadth of his access will be able to be addressed by the wording of order. The Commission is not restricted to the precise claim made. The order to issue will be restricted such that it will permit Mr Anderson access to perform the duties for which he has been employed and which he is directed to do by his employer. It is limited to that dominant purpose. Its wording will be able to be addressed at a speaking to the minutes if necessary.

As to point 2 of the objections I am prepared to agree in principle with the general statement that there may be good reasons for WMC refusing a person access to its leases. However, WMC has not on this occasion advanced any reason for refusing Mr Anderson access to its leases and I only have Mr Anderson's description of the reason given to him by WMC's solicitors. For the reasons I have set out, I do not regard that reason as strong enough in the circumstances of this matter.

As to point 3 of the objections, the evidence is that there is now a requirement for Mr Anderson to enter WMC leases to perform his employment. It is not an issue which may never arise. Rather, it is an issue which has arisen. I therefore do not see the point as valid in this matter.

As to point 4 of the objections I am satisfied that the order is within power. The application for an order that WMC not prohibit Mr Anderson from entering its leases is severable from the claim that Mr Anderson's dismissal was harsh, unjust and unfair. The original application in this matter was for a conference pursuant to section 44 of the *Industrial Relations Act, 1979*. The schedule attached to the Notice of Application only referred to the claim of unfair dismissal, but the union amended its claim on 7 March 1997. The amendment noted that the union seeks an order that WMC not prohibit Mr Anderson from entering its mine sites. It was a matter which was not resolved at the conference proceedings which were held and the claim for the order was part of the matters referred for hearing and determination by the Commission pursuant to s.44(9). The Commission's consideration of the union's claim for an order that WMC not prohibit Mr Anderson from entering its mine sites is therefore not limited to the matters set out in section 23A of the *Industrial Relations Act, 1979*.

In summary therefore, an order will issue dismissing the claim of the union that Mr Anderson's dismissal was harsh, unfair and unjust and ordering that WMC permit Mr Anderson entry onto its mine sites for the purpose of him carrying out the duties which he is employed to do pursuant to the directions of his employer. The minute of proposed order now issues.

Appearances: Mr M. Lourey appeared on behalf of the applicant.

Mr A.J. Power (of counsel) appeared on behalf of the respondent.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Australian Workers' Union, West Australian Branch,
Industrial Union of Workers

and

WMC Resources Ltd.

No. CR 405 of 1996.

COMMISSIONER A.R. BEECH.

26 February 1998.

Supplementary Reasons for Decision.

At the Speaking to the Minutes the respondent raised two issues. The parties achieved partial agreement on those issues. The first issue is whether or not the order to issue should be restricted to the work Mr Anderson may be required to do for his current employer, rather than for any employer in the future. I am of the view that the issue that has been raised by Mr Anderson would be as valid for a future employer as it is for his current employer and the order to issue will reflect that. The second issue is that the order ought preserve to WMC Resources Ltd the right to refuse entry to Mr Anderson for reasons which entry would be refused to any employee. For example, if an employee who reported for work without wearing the appropriate safety equipment would be refused entry to the respondent's lease, then WMC Resources Ltd should have the right to refuse entry to Mr Anderson should he report for work without the appropriate safety equipment. The union and WMC Resources Ltd agreed with this proposition. Given that the issue that has been brought to the Commission is that WMC Resources Ltd has banned Mr Anderson by reason of his drug related offences, and that the Commission has found that reason to be unfair in the circumstances, it is appropriate for the order to issue to remove that as a reason for Mr Anderson being banned from entry. Although the union expressed some concern that WMC Resources Ltd might find another reason for banning Mr Anderson from entering its leases, for example the circumstances surrounding his dismissal as now reflected in the Reasons for Decision in this matter, in my view it is too late for WMC Resources Ltd to decide now to ban Mr Anderson from entering its leases by reason of the circumstances surrounding his dismissal when those circumstances have been known to it since the time of his dismissal on the 27th March 1996. WMC Resources Ltd did not ban him for that reason at that time, nor at any later date, and on that basis I cannot see what circumstances would change which would render it appropriate to do so now. Accordingly, the order to issue will provide that WMC Resources Ltd not deny Mr Anderson entry onto any of its mining leases for the purposes of him performing work pursuant to the directions of his current or any future employer for WMC Resources Ltd on the grounds of the drug related offences for which he has been convicted.

Order accordingly.

Appearances: Mr M. Lourey appeared on behalf of the applicant.

Mr R. Lilburne (of counsel) appeared on behalf of the respondent.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Australian Workers' Union, West Australian Branch,
Industrial Union of Workers

and

WMC Resources Ltd.

No. CR 405 of 1996.

26 February 1998.

Order.

HAVING heard Mr M. Lourey on behalf of the applicant and Mr A.J. Power (of counsel) and later Mr R. Lilburne (of counsel) on behalf of the respondent, the Commission,

pursuant to the powers conferred on it under the Industrial Relations Act 1979, hereby orders—

- A. THAT the claim of the union that Mr John Anderson was harshly, oppressively and unfairly dismissed is hereby dismissed; and
- B. WMC Resources Ltd not deny Mr John Anderson entry onto any of its mining leases for the purpose of him performing work pursuant to the directions of his current or any future employer for WMC Resources Ltd on the grounds of the drug related offences for which he has been convicted.

(Sgd.) A.R. BEECH,

Commissioner.

[L.S.]

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Automotive, Food, Metals, Engineering, Printing and
Kindred Industries Union of Workers—Western Australian
Branch

and

John Holland Construction and Engineering Pty Ltd.

No. CR 287 of 1997.

4 March 1998.

Amended Order.

HAVING heard Mr J.K. Ferguson as agent for the Applicant and Mr C. Mitsopoulos on behalf of the Respondent, the Commission, and amended by consent, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders that, notwithstanding the provisions of the Hot Briquetted Iron Project Agreement 1997-98—

- (1) A construction employee who is required to perform grinding, bolting, setting up (boilermaking), rigging and tacking and whether as a tradesman or a trades assistant within the 16 reducing gas reactors, four gas coolers, and the 1400 mm outside diameter reducing and recycled gas piping, being erected as part of the BHP DRI-HBI Project near Port Hedland shall be paid, in addition to any other allowances to which the employee is entitled, but subject to this Order, a special payment of \$1.25 per hour while employed on such work.

Provided that an employee employed on construction work and required to perform welding work inside the reactors and coolers shall be paid a special payment of \$2.20 per hour while employed on such work in lieu of the special payment prescribed herein. Provided, further, that these special payments shall be in substitution for the confined space allowance prescribed in the Agreement, but otherwise shall be payable on the same terms and conditions prescribed in that Agreement for that allowance.

- (2) This order shall have effect on and from the 17th day of September, 1997.

(Sgd.) G.L. FIELDING,

Senior Commissioner.

[L.S.]

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Civil Service Association of Western Australia
Incorporated

and

Department of Contract and Management Services.

No.'s PSACR 38 of 1996 & PSACR 54 of 1997.

PUBLIC SERVICE ARBITRATOR A.R. BEECH.

12 February 1998.

Reasons for Decision.

BY this application the union claims that a Temporary Special Allowance should be paid to Ms June Waters for the period 10th September 1992 to 23rd November 1995. The claim is opposed.

Ms Waters is the occupant of a Level 6 position. Prior to 10th September 1992, she was acting in a Level 7 position as Human Resource Development Consultant in the Department of Computing and Information Technology (DOCIT) for which she was receiving a higher duties allowance. In 1990, DOCIT was amalgamated into the Department of State Services. Although some attempts were made to fill the vacant Level 7 position, the delays caused by the DOCIT/DOSS amalgamation process between May 1990 and December 1991 meant that the Level 7 position was not advertised and permanently filled. Ms Waters continued to act in the position and received the higher duties allowance.

In 1992 DOSS was required to abolish 23.2 FTE's. The CEO of the Department achieved this by abolishing vacant positions across the whole Department. The level 7 position in which Ms Waters was acting was one of those. It was abolished effective from 10th September 1992.

However the department regarded the function Ms Waters had been performing as necessary and she was requested to continue those duties. The evidence of Mr Samata, the Acting Assistant Director, IT Support Branch, Department of State Services, (Exhibit No. 3) notes—

“However, I was advised that the functions for which the position was responsible, were to continue. I therefore informed Ms Waters that as the position no longer existed, her acting arrangements were to be terminated. However, as the function was to continue, I suggested to June that she continue to perform those duties. June was unhappy, but as she enjoyed the work involved and at that time it was unclear as to what alternatives were available, she agreed to continue.”

Therefore, even though the Level 7 position had been abolished, from that time Ms Waters merely continued with the duties derived from that position until 23rd November 1995 when the function was transferred to Public Sector Management Office and, on Ms Waters' evidence was substantially reduced in responsibility. Throughout that period she was paid the wages of her substantive Level 6 position. However, at no time has she been performing the Level 6 duties. The claim for the Temporary Special Allowance is for that period and represents the difference between the Level 6 wage received by her and the Level 7 wage which she had been paid for performing those duties from 10th September 1992.

The respondent to this claim is the Department of Contract and Management Services (CAMS). It is the inheritor of the responsibilities of DOSS and acknowledges that it is the correct respondent in this matter. It also accepts the jurisdiction of the Public Service Arbitrator to deal with this claim. On behalf of CAMS, Ms Howe quite correctly pointed out that it was not responsible for the situation which is now being presented to the Commission. CAMS points out that it has not been asked to resolve the issue of Ms Waters' situation other than via this claim. CAMS has never been asked to consider a Temporary Special Allowance for Ms Waters. Such an application should be processed in accordance with the relevant Public Sector Guidelines which require an application to be made in writing in order to be formally considered. It also points out that in May 1995, Ms Waters applied for a reclassification of her position. A reclassification report prepared for

the Reclassification Review Committee evaluated the duties that Ms Waters' was performing as being at Level 6 rather than Level 7.

I have some sympathy for the position in which CAMS finds itself. The function performed by Ms Waters was never a function performed for CAMS. The duties performed by Ms Waters ceased when the function was transferred to the Public Sector Management Office. However, it is apparent that due to circumstances beyond CAMS' control, and indeed the control of Ms Waters, this situation has now been brought to the Commission and it is appropriate for the Public Service Arbitrator to now decide this issue.

In the view I take, Ms Waters' claim as brought by the union must succeed. Essentially that is for the following reasons—

- (1) The issue is the value of the work performed by Ms Waters between 10th September 1992 and 23rd November 1995.
- (2) Her work was the work of a Level 7 position until that position was abolished. To put it another way, the work value of the position had been evaluated at Level 7 and that is evidenced by the JDF for that position.
- (3) Although there is a suggestion from CAMS, arising from the reclassification report prepared for the Reclassification Review Committee that the Level 7 JDF was in need of revision because of its age, the suggestion is not valid. The JDF is dated 28 December 1989 and I am not persuaded it is old. It also remained the relevant benchmark for those precise duties unless it is properly replaced.
- (4) The abolition of the position does not lessen the value the JDF attributes to the work it prescribes. Given that the work continued unchanged, the fact of the abolition is to be seen as nothing more than an administrative exercise.
- (5) The position was abolished because it was vacant at the time of the required reduction in FTE's. It was not abolished because the work was overvalued. Even if the then Chief Executive Officer of DOSS believed that the position was overvalued, and there is no direct evidence that he did, it appears that he did nothing about his belief.
- (6) The evaluation of the work as Level 7 is substantiated by the direct evidence of Mr Jones who did a comprehensive evaluation of Ms Waters' programme between 1992 and 1994.
- (7) That evidence is more persuasive than the reclassification report prepared for the Reclassification Review Committee (Exhibit F) which evaluates the duties as Level 6. The report is unsigned and its author was not called to give evidence. It is merely evidence of the opinion of the author and in the absence of the document being signed even that conclusion is tentative. It is evidence which is easily overridden by the weight of the sworn evidence of Mr Jones during these proceedings.
- (8) The evidence therefore is that the duties performed by Ms Waters between 10th September 1992 and 23rd November 1995 were valued at Level 7.

Although Ms Waters did not officially apply for a Temporary Special Allowance until 1996, I accept the evidence that there was much confusion and turmoil over the preceding period as a result of the amalgamation of departments and the abolition of positions such that no one within the Department, including Ms Waters herself could see a means of bringing this issue to a head so that it could be determined properly. Hence the advice given in good faith to Ms Waters that she should seek a reclassification. It now seems to be acknowledged by all concerned that it was inappropriate to attempt to resolve this issue in that way. Importantly, the situation is not one that has only now been raised. I am satisfied that on almost a monthly basis from September 1992 onwards Ms Waters continually raised the issue that she was performing duties for which she was not being paid. I also accept the evidence of Mr Teymant, to whom Ms Waters raised these complaints, that he, in turn, raised these complaints with the Chief Executive Officer of the Department. Thus, although no written

application for the Temporary Special Allowance was made by Ms Waters, in all fairness it cannot be said that she failed to draw this issue to the attention of her employer at the time. I do not regard the failure to follow the correct procedure for applying for a Temporary Special Allowance to be fatal in these circumstances.

For all of those reasons equity demands that Ms Waters be paid the rate of wage appropriate to the duties she performed. On the evidence, that rate can only be the Level 7 rate.

The creation of a new allowance is envisaged by the *Public Service Award 1992* in Clause 53.—Allowances. In considering this issue the Commission is bound to apply the State Wage Principles. The State Wage Principles prescribe that a new allowance must meet the test set out in the Principles which in this case is the Work Value Changes principle. Ms Waters is a Level 6 employee. Her duties changed away from Level 6 and she performed an entirely different range of duties which was at Level 7. The application of that principle supports the payment of an allowance at the appropriate value of the work.

While it is clear that an allowance is appropriate in this case I confess that I am not entirely sure what a "Temporary Special Allowance" actually is. It is not an allowance prescribed by that name in the award. There is an allowance of that name recognised within the public sector and linked to the Work Value Changes principle (see exhibits D and E). It seems convenient to the parties, at least from the manner in which this case was argued, to identify the sort of allowance which might be available to Ms Waters as a Temporary Special Allowance so I propose to identify it as such here. I do not, however, express an opinion as to the appropriateness of such a title generally.

The decision of the Public Service Arbitrator is that Ms Waters be paid a Temporary Special Allowance for the work performed by her between 10th September 1992 to 23rd November 1995 equivalent to the difference between the Level 6 wage received by her and the Level 7 wage. The Minutes of a proposed Order now issues.

Appearances: Mr E. Rea appeared on behalf of the applicant.

Ms L. Howe appeared on behalf of the respondent.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.
Industrial Relations Act 1979.

The Civil Service Association of Western Australia
Incorporated

and

Department of Contract and Management Services.
No.'s PSACR 38 of 1996 & PSACR 54 of 1997.

16 February 1998.

Order.

HAVING heard Mr E. Rea on behalf of the applicant and Ms L. Howe on behalf of the respondent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979 and by consent, hereby orders—

- (1) THAT Ms Waters be paid a Temporary Special Allowance for the work performed by her between 10th September 1992 to 23rd November 1995 equivalent to the difference between the Level 6 wage received by her and the Level 7 wage.
- (2) Liberty is reserved to the parties to apply to the Commission for a determination of the amount of the Temporary Special Allowance if the parties are unable to agree on that matter.

(Sgd.) A. R. BEECH,
Public Service Arbitrator.

[L.S.]

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Communications, Electrical, Electronic, Energy,
Information, Postal, Plumbing and Allied Workers Union of
Australia, Engineering and Electrical Division, WA Branch

and

Geraldton Regional Hospital

No. CR 138 of 1996.

6 March 1998.

Order.

WHEREAS on 15 May 1996 application no. C 266 of 1997 was filed in the Commission pursuant to section 44 of the Industrial Relations Act, 1979 (the Act);

WHEREAS a conference was conducted pursuant to s.44 of the Act; and

WHEREAS on 28 May 1996, the matter in dispute was referred for hearing and determination; and

WHEREAS the matter was listed to be heard on 1 July 1996 and on that date was adjourned to a date to be fixed, upon the application of the union;

AND WHEREAS a letter from the applicant union, dated 17 February 1998, advises that the matter has been resolved and requests that the file be closed;

NOW THEREFORE the Commission, grants leave for the application to be discounted pursuant to the power conferred on it under the Act, hereby orders—

THAT this application be and is hereby wholly discontinued.

(Sgd.) C. B. PARKS,

[L.S.]

Commissioner.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Australian Liquor, Hospitality and Miscellaneous
Workers Union, Miscellaneous Workers Division, Western
Australian Branch

and

Amiritt Pty Ltd T/a The Danica Danish Bakery.

No. CR 295 of 1997.

11 February 1998.

Order.

WHEREAS this matter was referred for hearing and determination;

AND WHEREAS the applicant advised the Commission on the 2nd February 1998 that it wished to discontinue the application;

NOW THEREFORE, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act 1979, hereby orders—

THAT this application be discontinued.

(Sgd.) A. R. BEECH,

[L.S.]

Commissioner.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Australian Liquor, Hospitality and Miscellaneous Workers
Union, Miscellaneous Workers Division, Western Australian
Branch

and

Jett Pty Ltd t/a Minesite Security Consultants.

No. CR 266 of 1997.

6 March 1998.

Order.

WHEREAS on 15 September 1997 application No. C 266 of 1997 was filed in the Commission pursuant to section 44 of the Industrial Relations Act, 1979 (the Act) wherein the applicant union alleged that Mr Harley had been unfairly dismissed; and

WHEREAS the dispute between the parties was unable to be resolved at a conference conducted pursuant to s.44 of the Act, the dispute was referred for hearing and determination; and

WHEREAS on 15 December 1998 the Commission notified the parties that the matter would be heard on 9 February 1998; and

WHEREAS on 9 February 1998, the Commission received a facsimile from the applicant union advising that the matter had been settled and requesting that the application be discontinued;

AND WHEREAS the agent for the respondent indicated by facsimile dated 9 February 1998 that the respondent has no objection to the matter being discontinued;

NOW THEREFORE the Commission, being satisfied that the matter before it ought be discontinued, and pursuant to the power conferred on it under the Act, hereby orders—

THAT this application be and is hereby wholly discontinued by leave of the Commission.

(Sgd.) C.B. PARKS,

[L.S.]

Commissioner.

**NOTICES—
Cancellation of Awards/
Agreements/Respondents—
under Section 47—**

NOTICE.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

TAKE NOTICE that the Commission acting pursuant to Section 47 of the Industrial Relations Act 1979, intends by order, to strike out the following party/respondent to the Engine Drivers' (General) Award No. R21A of 1977,

namely

Hemphill Gray Oil Mills Pty Ltd

on the grounds that the respondent is no longer operating in the industry or employing persons in the industry to which the award applies

Any person who has sufficient interest in the matter may, within 30 days of the date of the publication of this notice object to the Commission making such order.

Please quote File No. 76 of 1980 Part 137 on all correspondence.

Dated 10 March 1998.

J. SPURLING,
Registrar.

NOTICE.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

TAKE NOTICE that the Commission acting pursuant to Section 47 of the Industrial Relations Act 1979, intends by order, to strike out the following parties/respondents to the Fruit Growing and Fruit Packing Industry Award No. R 17 of 1979,

namely

A Wood of Walverdene Orchard, Kendenup 6323

Blue Moon W.A. Pty Ltd of South Western Highway, Donnybrook 6239

Burridge and Warren (WA) Pty Ltd of 29 Collins Street, Donnybrook 6239

Westralian Fruit Exports Pty Ltd of Capel Road, Donnybrook 6239

on the grounds that the respondents are no longer operating in the industry or employing persons in the industry to which the award applies.

Any person who has sufficient interest in the matter may, within 30 days of the date of the publication of this notice object to the Commission making such order.

Please quote File No. 76 of 1980 Parts 39-43 on all correspondence.

Dated 10 March 1998.

J. SPURLING,
Registrar.

NOTICE.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

TAKE NOTICE that the Commission acting pursuant to Section 47 of the Industrial Relations Act 1979, intends by order, to strike out the following party/respondent to the Furniture Trades Industry Award No. A6 of 1984,

namely

Lexcraft Furniture Manufacturers

on the grounds that the respondent is no longer operating in the industry or employing persons in the industry to which the award applies.

Any person who has sufficient interest in the matter may, within 30 days of the date of the publication of this notice object to the Commission making such order.

Please quote File No. 76 of 1980 Part 171 on all correspondence.

Dated 10 March 1998.

J. SPURLING,
Registrar.

NOTICE.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

TAKE NOTICE that the Commission acting pursuant to Section 47 of the Industrial Relations Act 1979, intends by order, to strike out the following party/respondent to the Restaurant, Tearoom and Catering Workers' Award, 1979 No. R48 of 1978,

namely

West Australian Newspapers Ltd,
133 St. George's Terrace, Perth WA 6000

on the grounds that the respondent is no longer operating in the industry or employing persons in the industry to which the award applies

Any person who has sufficient interest in the matter may, within 30 days of the date of the publication of this notice object to the Commission making such order.

Please quote File No. 76 of 1980 Part 28 on all correspondence.

Dated 10 March 1998.

J. SPURLING,
Registrar.

NOTICE.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

TAKE NOTICE that the Commission acting pursuant to Section 47 of the Industrial Relations Act 1979, intends by order, to strike out the following parties/respondents to the Transport Workers' (General) Award No. 10 of 1961,

namely

Albany Transport Service
Bishop & Rees, Albany
B.K. Slater, Katanning
C.E. Bolt Pty Ltd, Albany
Drew Robinson & Co, Albany
G.S.R. Mineral Water Co. Pty Ltd, Albany

on the grounds that the respondents are no longer operating in the industry or employing persons in the industry to which the award applies

Any person who has sufficient interest in the matter may, within 30 days of the date of the publication of this notice object to the Commission making such order.

Please quote File No. 76 of 1980 Parts 47—52 on all correspondence.

Dated 10 March 1998.

J. SPURLING,
Registrar.

NOTICE.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

TAKE NOTICE that the Commission acting pursuant to Section 47 of the Industrial Relations Act 1979, intends by order, to strike out the following parties/respondents to the Enrolled Nurses and Nursing Assistants (Government) Award No. R7 of 1978,

namely

Aston Recovery Hospital, 79 Colin Street, West Perth
Dampier District Hospital, Dampier
Ord Street Hospital, 15 Ord Street, West Perth
Quo Vadis Hospital, Admiral Road, Byford
Sunset Hospital, Beatrice Road, Dalkeith

on the grounds that the respondents are no longer operating in the industry or employing persons in the industry to which the award applies

Any person who has sufficient interest in the matter may, within 30 days of the date of the publication of this notice object to the Commission making such order.

Please quote File No. 76 of 1980 Part 200 on all correspondence.

Dated 10 March 1998.

J. SPURLING,
Registrar.

NOTICE.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

TAKE NOTICE that the Commission acting pursuant to Section 47 of the Industrial Relations Act 1979, intends by order, to strike out the following parties/respondents to

the Wool, Hide and Skin Store Employees' Award No. 8 of 1966,

namely

Colyer Wilcox, 145 Parkes Road, Jandakot WA 6164
Dalgety and New Zealand Loan Ltd, 15 William Street, Perth WA 6000
I. Goldsvaig & Company Proprietary Limited, 29 Parry Street, Fremantle WA 6160
Joyce and Watkins, 15 Swan Street, Fremantle WA 6160
R.D. Turpin & K.N. Harley, T/A Turpin & Associates Exporters, Cockburn Road, Coogee WA 6166
Robert Jowitt and Sons Limited, 2 James Street, Fremantle WA 6160
Wenz and Company, Stirling Crescent, Hazelmere WA 6333
West Australian Woolgrowers Voluntary Co-operative Limited, Lot 23, Cockburn Road, Fremantle WA 6160
Woolsorters Proprietary Limited, Wood Street, Fremantle WA 6160
Wool Dumpers Western Australia Proprietary Limited, High Road, Melville WA 6156

on the grounds that the respondents are no longer operating in the industry or employing persons in the industry to which the award applies

Any person who has sufficient interest in the matter may, within 30 days of the date of the publication of this notice object to the Commission making such order.

Please quote File No. 76 of 1980 Part 132 on all correspondence.

Dated 10 March 1998.

J. SPURLING,
Registrar.

RAILWAYS CLASSIFICATION BOARD— Matters dealt with—

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

West Australian Railways Officers' Union
and

Western Australian Government Railways Commission.
No. RCBC R1 of 1997.

RAILWAYS CLASSIFICATION BOARD

COMMISSIONER P E SCOTT (CHAIRMAN)
MR P BOTHWELL (BOARD MEMBER)
MR F D MUNYARD (BOARD MEMBER).

19 February 1998.

Reasons for Decision.

On 3 October 1997 the West Australian Railways Officers' Union filed an application for a conference before the Railways Classification Board ("the Board") pursuant to s. 44 of the Industrial Relations Act 1979. The Board convened conferences on 23 October, 24 November and 9 December 1997 for the purpose of conciliating between the parties however, no agreement was reached. The matter was referred for hearing and determination and the date for the hearing was set as 11 February 1998.

On 27 January 1998 Westrail filed an application for the discovery of documents and the Board convened a conference in respect of that matter on 6 February 1998. On 9 February 1998 the Union wrote to the Board seeking to "withdraw" application RCB C 1 of 1997.

In response to that correspondence, Westrail wrote to the Board indicating that, pursuant to subregulation 75(4) an order discontinuing or dismissing the matter was appropriate. Westrail said that the Board should make an order dismissing the Union's application and should then proceed to determine

the issue of discovery which it says, in essence, raised issues of jurisdiction.

By facsimile transmission of the 9 February 1998, the Associate to the Chairman of the Board, Ms Sheelagh Pike, at the direction of the Chairman, wrote to the parties inviting—

1. the parties to comment on the terms of s27(1)(a)(iv) of the Industrial Relations Act 1979; and
2. the Union to comment on Westrail's letter of 9 February 1998.

The parties were asked to forward their comments by 2.00pm Tuesday, 10 February 1998.

The Union's response was to the effect that s.27(1)(a)(iv) of the Industrial Relations Act, 1979 clearly allows the Commission to deal with the application in the terms sought by the Union. It is said that the discontinuance of proceedings would mean that there is no issue of jurisdiction or necessity to deal with the issue of discovery raised by the Respondent. Accordingly, the Union submitted that the application for discovery be discontinued as a consequence of the finalisation of the substantive matter.

Westrail submitted that a question of jurisdiction had been raised by it in the grounds for its application for discovery and at the conference before the Board on 6 February 1998; and that where a matter of jurisdiction was raised, the Board must deal with that before exercising power to resolve the dispute. Westrail says that it has not sought to withdraw the discovery application and seeks that the Board not exercise its powers under s.27(1)(a)(iv) until it had dealt with the issue of jurisdiction. It says that the substantive application is not brought properly before the Board and so the Board is without jurisdiction. Accordingly, the proper course would be for the Board to dismiss the substantive application for want of jurisdiction.

Westrail put forward an alternative argument to the effect that as there is an application to withdraw the substantive matter, the question of jurisdiction is moot and the Board should exercise the powers under s.27(1)(a)(iv) to dismiss the substantive matter. As a consequence there would be no matter to which discovery would relate and that matter could also be dismissed.

The Board has considered these submissions. The first question to be dealt with is the Union's seeking to withdraw. The Board notes that it is not within the power of one of the parties to seek to withdraw an application, particularly a matter which has been referred for hearing and determination, because it is no longer within the control of an applicant to determine the course which the application would take. That is a matter for the Board. Regulation 75 recognises this.

It is clear that the Union no longer wishes to prosecute the matter which arose in the form of an application filed by the Union and there is no suggestion that Westrail seeks to have the substantive matter determined by the Board. On the contrary, it would appear that Westrail has no desire to have the matter determined. Accordingly there is no need for the Board to determine whether or not jurisdiction resides. In fact, there has been no argument before the Board as to jurisdiction but rather an application for discovery of certain documents. No orders were made by the Board in respect of that matter at or following the conference on 6 February 1998 as the Union agreed to provide the necessary documents. However, the Union then sought to withdraw the matter prior to it proceeding further.

In those circumstances it is not appropriate that the matter proceed and it is necessary to consider the appropriate means of bringing it to an end. Section 27(1)(a)(iv) of the Industrial Relations Act, 1979 provides that the Board may, in relation to the matter before it—

- “(a) at any stage of the proceedings dismiss the matter or any part thereof or refrain from further hearing or determining the matter or part if it is satisfied—
- (i) ...;
 - (ii) ...;
 - (iii) ...;
 - (iv) that for any other reason the matter or part should be dismissed or the hearing thereof discontinued, as the case may be;”

There are two parts to (a) above. The first is that the Board may dismiss the matter. The second is that the Board may refrain from further hearing or determining the matter. Likewise there are two parts to (iv) above. The first relates to the matter being dismissed, and the second relates to the hearing being discontinued. As the Board has not commenced to hear and determine the matter, the hearing not commencing on the basis that the Applicant had sought to withdraw the matter, the Board is not able to “refrain from further hearing and determining the matter”. Further, the “hearing” cannot be “discontinued” because it has not commenced. Therefore, the only course available would be the dismissal of the application, for want of prosecution and such an order shall issue.

The application for discovery relates to the matter which the Board intends to dismiss. That application has no relevance or life separate from the substantive matter. Accordingly, it too should be dismissed.

Order accordingly.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

West Australian Railways Officers' Union
and

Western Australian Government Railways Commission.

No. RCB C R1 of 1997.

RAILWAYS CLASSIFICATION BOARD
COMMISSIONER P E SCOTT (CHAIRMAN)
MR P BOTHWELL (BOARD MEMBER)
MR F D MUNYARD (BOARD MEMBER).

19 February 1998.

Order.

WHEREAS on the 3rd day of October 1997, the West Australian Railway Officers' Union filed with the Railways Classification Board (“the Board”) an application for a conference pursuant to Section 44 of the Industrial Relations Act 1979; and

WHEREAS on the 23rd day of October, the 24th day of November and the 9th day of December 1997 the Board convened conferences for the purpose of conciliating between the parties however, agreement was not reached; and

WHEREAS on the 5th day of January 1998 the matter was referred for hearing and determination and the date of such hearing was the 11th day of February 1998; and

WHEREAS on the 27th day of January 1998 the Respondent filed an application for discovery of documents; and

WHEREAS on the 6th day of February 1998 a conference was convened in respect of that application for the purpose of conciliating between the parties; and

WHEREAS on the 9th day of February 1998 the Applicant wrote to the Board that it wished to withdraw the matter; and

WHEREAS the Respondent sought an order that the matter be dismissed; and

WHEREAS the Board invited the parties to make written submissions as to such matters; and

WHEREAS the Board has issued written reasons for decision;

NOW THEREFORE, the Board, pursuant to the powers conferred on it under the Industrial Relations Act 1979, hereby Orders—

1. That this matter be, and is hereby dismissed for want of prosecution.
2. That the application for discovery of documents filed by the Respondent on 27 January 1998 be dismissed.

(Sgd.) P.E. SCOTT,

[L.S.]

Commissioner.