

BREWERY CRAFTSMEN AGREEMENT, 1979

No C 368A of 1979



1. - TITLE

This Agreement shall be known as the Brewery Craftsmen Agreement, 1979.

1A. - STATEMENT OF PRINCIPLES - JUNE, 1998

It is a condition of this award/industrial agreement that any variation to its terms on or from the 12th day of June, 1998 including the \$14, \$12 and \$10 per week arbitrated safety net adjustments, the increase in the adult minimum wage to \$373.40 per week and previous arbitrated safety net adjustments, shall not be made except in compliance with the Statement of Principles - June, 1998 set down by the Commission in Matter No. 757 of 1998.

1B. - MINIMUM ADULT AWARD WAGE

- (1) No adult employee shall be paid less than the Minimum Adult Award Wage unless otherwise provided by this clause.
- (2) The Minimum Adult Award Wage for full time adult employees is \$359.40 per week payable from the beginning of the first pay period commencing on or after 14th November 1997.
- (3) The Minimum Adult Award Wage of \$359.40 per week is deemed to include all arbitrated safety net adjustments from State Wage Case decisions to November 1997, including the \$10.00 per week arbitrated safety net adjustment from Matter No. 940 of 1997.
- (4) Unless otherwise provided in this clause adults employed as casual or part time employees shall not be paid less than pro rata the Minimum Adult Award Wage according to the hours worked.
- (5) Juniors shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision to the Minimum Adult Award Wage of \$359.40 per week.
- (6)
 - (a) The Minimum Adult Award Wage shall not apply to apprentices, employees engaged on traineeships or Jobskills placements, or to other categories of employees who by prescription are paid less than the minimum award rate.
 - (b) Liberty to apply is reserved in relation to any special categories of employees not included here or otherwise in relation to the application of the Minimum Adult Award Wage.
- (7) Subject to this clause the Minimum Adult Award Wage shall —
 - (a) apply to all work in ordinary hours.

- (b) apply to the calculation of overtime and all other penalty rates, superannuation, payments during sick leave, long service leave and annual leave and for all other purposes of this award.

2. - ARRANGEMENT

- 1. Title
- 1A. Statement of Principles – June, 1998
- 1B. Minimum Adult Award Wage
- 2. Arrangement
- 3. Area and Scope
- 4. Term

PART A - Swan Brewery Company Limited

- 5. Annual Bonus
- 6. Annual Leave
- 7. Apprentices
- 8. Compassionate Leave
- 9. Contract of Employment
- 10. Dispute Settling Procedure
- 11. Duty Away from Home and Travelling
- 12. Holidays
- 13. Hours
- 14. Long Service Leave
- 15. Maternity Leave
- 16. Overtime
- 17. Protective Clothing
- 18. Record
- 19. Representative Interviewing Employees
- 20. Shift Work
- 21. Sick Leave

Schedule A - Wages and Allowances

Schedule B - Structural Efficiency and Award Modernisation

Schedule C - Maternity Leave

Schedule D - Named Parties to the Award.

PART B - Employers other than Swan Brewery Company Limited

- 5. Contract of Service
- 6. Overtime

7. Annual Leave
 8. Sick Leave
 9. Compassionate Leave
 10. Long Service Leave
 11. Annual Bonus
 12. Duty Away from Home and Travelling
 13. Apprentices
 14. Deleted
 15. Representative Interviewing Employees
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- 1B. Deleted
 - 2B. Hours
 - 3B. Shift Work
 - 4B. Holidays

Appendix - Resolution of Disputes Requirements

First Schedule - Wages

Second Schedule - Named Parties to the Award.

Appendix - S.49B - Inspection Of Records Requirements

3. - AREA AND SCOPE

This Agreement shall operate throughout the State of Western Australia and apply to all workers employed by the employers parties to this Agreement in the classifications contained in the first schedule to this Agreement.

4. - TERM

The term of this Agreement shall be for the period 7/10/79 to 7/10/80.

PART A - Swan Brewery Company Limited

5. - ANNUAL BONUS

The employer shall pay to each employee an annual bonus of 70 hours pay in the month of December in each year or on the termination of employment on a pro rata basis based on completed weeks of service.

6. - ANNUAL LEAVE

- (1) Entitlement: On completion of 12 months' service an employee shall be entitled to 140 hours annual leave, 70 hours of which shall be paid at double time and 70 hours at ordinary time.
- (2) Pro Rata Entitlement: On termination of employment or if proceeding on leave, an employee shall be entitled to be paid as follows:
 - (a) with three months or more service - pro rata annual leave in accordance with subclause (1);
 - (b) with one month but less than three months service - pro rata annual leave in accordance with subclause (1) at ordinary time only;
 - (c) with less than one month's service - no pro rata annual leave.
- (3) Shift Workers Premium: Shift workers taking annual leave will be entitled to the following shift premium payments in addition to payment for annual leave if they have worked at least six months on shift work during the qualifying period. This qualifying period is not affected by the time the leave is actually taken.
 - (a) when on a 3-shift roster for the majority of the qualifying period: 14% of base rate;
 - (b) when on a 2-shift roster for the majority of the qualifying period: 12½% of base rate.
- (4) Rostering of Leave: The employer agrees to consult with employees and the Union or Union representative concerned to work out acceptable annual leave rostering.
- (5) Continuous Shift Workers - Additional Entitlement: Continuous shift workers will be entitled to an additional 35 hours annual leave to be paid at ordinary time.

7. - APPRENTICES

Apprentices may be taken in the ratio of one apprentice for every two or fraction of two (the fraction being not less than one) journeymen and shall not be taken in excess of that ratio unless -

- (1) the Union or Unions concerned so agree; or
- (2) the Commission so determines after receiving a report from the appropriate Apprenticeship Advisory Board; or
- (3) the Commission so determines pursuant to regulation 39(2) of the Apprenticeship Regulations.

8. - COMPASSIONATE LEAVE

An employee shall be entitled to leave of absence of not more than three working days in any one year, due to the death or unexpected critical illness of a member of the employee's immediate family (i.e., spouse, defacto spouse, parent, child, brother or sister) in Australia but only if and to the extent that his/her absence was necessary.

"Year" for the purpose of this clause shall mean 1 January to 31 December.

9. - CONTRACT OF EMPLOYMENT

(1) Notice:

The contract of employment may be terminated -

(a) by either the employer or the employee giving the following notice:

(i) during the first month of continuous service - one day;

(ii) after one month's continuous service - one week; or

(b) by the payment or forfeiture of wages in lieu of notice.

(2) Summary Termination:

The services of an employee may be summarily terminated where the employee has without reasonable excuse or permission of the employer been absent from duty, refused to obey the lawful instructions of the employer or been guilty of misconduct justifying dismissal.

10. - DISPUTE SETTLING PROCEDURE

(1) The objectives of the procedure shall be to promote the resolution of disputes by measures based on consultation, co-operation 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.

A procedure involving up to four stages of discussions shall apply. These are:

- (a) Discussion between the employee/s concerned at the employee/s request and the appropriate Union Shop Steward/Delegate/s, and the immediate supervisor/s;
 - (b) Discussions involving the employee/s, the Shop Steward/s and more senior management;
 - (c) Discussions involving representatives from the State Branch of the Union/s concerned and senior management;
 - (d) There shall be an opportunity for any party to raise the issue to a higher stage.
- (2) There shall be a commitment by the parties to achieve adherence to this procedure. This 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.
 - (3) Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded.
 - (4) Sensible time limits shall be allowed for the completion of the various stages of the discussion: at least seven days should be allowed for all stages of discussion to be finalised.
 - (5) 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 Western Australian Industrial Relations Commission for assistance in resolving the dispute.
 - (6) In order to allow for the peaceful resolution of grievances the parties shall be committed to avoid stoppages of work, lockouts or any other bans or limitations on the performance of work while the procedures of negotiations and conciliation are being followed.
 - (7) The employer shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established custom and practice at the workplace.

11. - DUTY AWAY FROM HOME AND TRAVELLING

- (1) Employees required to travel in the course of their duties and who cannot return home each night shall be supplied with suitable board and lodging by the employer.
- (2) Where the employer does not supply transport the employer will pay all fares reasonably incurred by the employee in travelling in excess of the fares normally incurred in travelling between home and the accustomed workshop. In the case of an employee using his/her own vehicle he/she shall be paid 32 cents for each kilometre so travelled.

- (3) This clause shall not apply to employees re-rostered at the Brewery.

12. - HOLIDAYS

- (1) Entitlement: Employees will be entitled to the following holidays without deduction of pay:-

New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Anzac Day, State Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day; provided that

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- (2) Holiday on Saturday or Sunday: Where any of the holidays in subclause (1) fall on a Saturday or a Sunday the following Monday shall be observed in lieu thereof, provided that when Boxing Day falls on a Sunday or Monday, the following Tuesday shall be observed in lieu thereof.
- (3) Payment for Work Performed: Where work is performed on any of the above holidays, payment in addition to the day's pay shall be at double time with a four hour minimum.
- (4) Continuous Shift Employees:
- (a) A continuous shift employee who is required to work on any of the holidays set out in Clause 12. - Holidays of this award must be paid:-
- (i) one (1) day's pay for the holiday;
- (ii) twice the ordinary rate of pay for all time worked.
- (b) When a continuous shift employee's rostered day off falls on any such holiday the employee shall be paid for eight (8) hours at the ordinary rate of pay.

13. - HOURS

- (1) 35 Hour Week: The scheduling of work will be based on the concept of a 35 hour week and hourly rates will be calculated accordingly.
- (2) Ordinary Hours: Eight hours shall constitute the ordinary hours per day which for employees other than shift employees shall be worked between 7.00am and 5.30pm. Starting and finishing times other than these may be agreed between the Union/s and the employer.

- (3) Days to be Worked - Principles: The days to be worked during the calendar year will be mutually agreed by the employer and the Union on or before 30 September in the previous year. In determining the working days, the following principles will be observed -
- (a) Maintenance of the eight ordinary hour working day.
 - (b) Ordinary hours shall not exceed 40 per week.
 - (c) Fortnightly pay equalisation on the basis of payment of 35 ordinary hours per week (reduced by the hours of unpaid absences) irrespective of the ordinary hours worked and the accrual of the difference between ordinary hours scheduled for that week and 35, for continuing offset adjustment expressed in hours or, on termination by monetary settlement.
 - (d) Maximise the number of four working day weeks.
 - (e) Maximise the number of three day weekend breaks.
 - (f) Provided no worker shall work more than six hours without a break for a meal.

14. - LONG SERVICE LEAVE

An employee's long service leave shall be paid in accordance with the Western Australian Industrial Relations Commission General Order for long service leave except for the following conditions:

- (1) For each completed ten years' service, 455 hours leave.
- (2) Where at least seven years' service has been completed and employment is terminated, pro rata payment shall be made for each completed year of service, except where an employee is made redundant then pro rata payment is made after five completed years' service.
- (3) During the second and subsequent ten year period of service, an employee may take pro rata long service leave after the seventh year, provided notice satisfactory to the employer is given.
- (4) Any long service leave taken will be additional to any public holidays or annual leave specified in this agreement occurring during the period when the long service leave is taken.

15. - MATERNITY LEAVE

The provisions of this clause shall be as set down in Schedule C of Part A of this Agreement.

16. - OVERTIME

- (1) (a) All work performed outside the ordinary hours of duty Monday to Friday inclusive (including rostered shifts) shall be paid for at the rate of time and a half for the first two hours and double time thereafter, or in the case of continuous shift employees, at the rate of double time.
- (b) Work done on a Saturday, Sunday or the employee's rostered day off shall be paid for at the rate of double time with the minimum of four hours' pay.
- (2) (a) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.
- (b) An employee (other than a casual 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 his/her 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.
- (d) Where an employee (other than a casual employee or an employee engaged on continuous shift work), is called into work on a Sunday or public holiday preceding an ordinary working day, he/she shall, wherever reasonably practicable, be given ten consecutive hours off duty before his/her usual starting time on the next day. If this is not practicable, then the provisions of paragraphs (b) and (c) of this clause shall apply.

Provided that overtime worked as a result of a recall shall not be regarded as overtime for the purpose of this subclause when the actual time worked is less than three hours on such recall or on each of such recalls.
- (e) The provisions of this subclause shall apply in the case of shift employees who rotate from one shift to another, as if eight hours were substituted for ten hours when overtime is worked -
 - (i) for the purpose of changing shift rosters;

- (ii) where a shift employee does not report for duty; or
 - (iii) where a shift is worked by arrangement between the employees themselves.
- (3) All employees covered by this Agreement, if required to work overtime for more than one hour after the normal finishing time, shall be entitled to a meal allowance of \$5.40.
- A similar meal allowance shall be paid to those employees whose rostered overtime period on a Saturday or Sunday is extended beyond the time for a normal meal break prescribed by this Agreement.
- (4) (a) An employee recalled to work after leaving the job shall be paid for at least four hours at overtime rates.
- (b) An employee recalled after 2400 hours shall be paid for a minimum of six hours.
- (5) Employees required to hold themselves in readiness for a call to work after ordinary hours, shall be paid at ordinary rates for the time they so hold themselves in readiness.
- (6) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

17. - PROTECTIVE CLOTHING

Protective clothing, footwear and/or uniforms shall be supplied and maintained by the employer. Conditions of supply and maintenance will be subject to an agreement between the employers and the Unions party to this Agreement.

18. - RECORD

- (1) A record shall be kept by the employer wherein shall be entered in respect of each employee -
- (a) Name and age
 - (b) The nature of the work performed
 - (c) Starting and finishing times each day
 - (d) Total number of hours worked including overtime
 - (e) Wages paid
 - (f) Annual leave, sick leave and long service leave paid and accrued.
- (2) Such record shall be open to the inspection of a duly accredited representative of the Union during usual business hours.

Before exercising a power of inspection the representative shall give reasonable notice of not less than 24 hours to the employer.

19. - REPRESENTATIVE INTERVIEWING EMPLOYEES

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 an employer unless the employer is the employer, or former employer, of a member of the Union.

- (1) On notifying the employer or his/her representative, an accredited representative of the Union shall be permitted to interview an employee during the recognised meal hour on the business premises of the employer at the place at which the meal is taken but this permission shall not be exercised without the consent of the employer more than once in any one week.
- (2) In the case of a disagreement existing or anticipated concerning any of the provisions of this agreement, an accredited representative of the Union, on notifying the employer or his/her representative shall be permitted to enter the business premises of the employer to view the work the subject of any such disagreement but shall not interfere in any way with the carrying out of such work.

20. - SHIFT WORK

- (1) The provisions of this clause apply to shift work whether continuous or otherwise.
- (2) Definitions: For the purposes of this clause -
 - (a) "Continuous Shift Work" means a three shift system which except for breakdowns or other circumstances beyond the employers control, is worked without interruption over the seven days of the week.
 - (b) "Non Continuous Shift Work" is shift work not continuous as previously defined.
 - (c) "Casual Shift Work" is where one weekly shift only is worked in any department.
- (3) Hours - Shift Employees -
 - (a) The ordinary hours of shift employees shall not exceed:
 - (i) eight in one day;

- (ii) 40 in any one week.

Provided that by agreement between the respective Union and the Company different limitations of ordinary hours for continuous shift employees may be made and domestic shift rosters shall be drawn to suit such agreed limitations.

- (b) The spread of ordinary hours for the working of shifts, including casual shifts, shall be:

Day Shift : 7.00am to 4.00pm
 Afternoon Shift : 3.00pm to midnight
 Night Shift : 11.00pm to 8.00am

inclusive of 30 minutes crib time which shall be counted as time worked. Starting and finishing times other than these may be agreed between the Union and the Company.

- (4) Shift Payments:

Shift employees will be paid shift allowances as follow for all shifts the major portion of which falls on a day Monday to Friday inclusive:

- (a) Day Shift: 10% of ordinary rate of pay.
 (b) Afternoon Shift: 15% of ordinary rate of pay.
 (c) Night Shift: 17.5% of ordinary rate of pay.
 (d) Casual Afternoon Shift: 17.5% of ordinary rate of pay.
 (e) Casual Night Shift: 20% of ordinary rate of pay.
 (f) Subject to the provisions of subclause (5) (Weekend Shift Payments), the allowances mentioned in (a) to (e) hereof shall be taken into consideration in calculating overtime rates but shall not be included for the purpose of calculating any other penalty rates under this Agreement.

- (5) Weekend Shift Payments:

Double time shall be paid for any shift the major portion of which falls on a Saturday or a Sunday. Such rate shall be in substitution for and not cumulative upon the shift premiums prescribed in subclause (4) hereof.

- (6) Shift Overtime:

- (a) Shift employees for all time worked in excess of or outside the ordinary working hours prescribed by this Part or on a shift other than a rostered shift shall:
 - (i) If employed on continuous work be paid at the rate of double time; or
 - (ii) If employed on other shift work at the rate of time and a half for the first two hours and double time thereafter except in each case when the time is worked by arrangement between the employees themselves for the purpose of effecting customary rotation of shifts.
- (b) When a continuous shift employee is required to work overtime which extends beyond one hour after the usual finishing time he/she shall be allowed a meal break of 20 minutes which shall be counted as time worked and supplied with a meal or paid \$5.40.
- (c) For shift employees other than continuous shift employees, where less than four consecutive afternoon or four consecutive night shifts are worked in any one week, employees employed on such afternoon or night shifts shall be paid for such shifts at overtime rates.

21. - SICK LEAVE

- (1) Entitlement: An employee's annual entitlement to sick leave is ten days accrued proportionately on completed months of service through the year.
- (2) Accumulation: An employee is entitled to paid sick leave from their accumulated entitlement in respect of any period of absence on account to sickness.
- (3) Proof of Sickness: Provided that no employee employed under the provisions of this Agreement shall be entitled to the benefits of this clause unless he/she produces proof of his/her sickness satisfactory to this employer. If requested such proof of sickness may be in the form of a medical certificate.
- (4) Sickness on Annual or Long Service Leave: If the employee suffers injury or becomes sick for a period of four or more days during annual leave or long service leave, those days will be credited back to the employee as annual leave or long service leave to be taken at a time agreed between the employer and employee, but only if the employee provides proof of sickness or injury satisfactory to the employer.
- (5) Payment on Death or Termination:
 - (a) On the:-

(i) death; or

(ii) termination of an employee with two or more years' continuous service,

the employee, the employee's next of kin, or the employee's estate as the case may be, is entitled to payment for accumulated sick leave on the basis outlined in paragraph (b).

(b) Accumulated sick leave is to be paid on the basis of a maximum of eight days accumulated sick leave per year of service, provided that any part of the first eight days taken as sick leave in any year of service shall be deducted.

(c) An employee may elect, in lieu of the entitlement in paragraphs (a) and (b) above, to be paid out accrued sick leave on completion of each year of service, provided that following this pay out the remaining sick leave credit is not less than 160 hours.

SCHEDULE A - WAGES AND ALLOWANCES

To apply to employees of employers of the Swan Brewery Co. Ltd.

(1) (a) Weekly Wage - Adult Employees

	Rate Per Week \$	First Arbitrated Safety Net Adjustment \$	Total Rate Per Week \$
Instrument Maker and/or Repairer	508.80	18.00	526.80
Mechanical Tradesperson -			
Level 1	490.80	18.00	508.80
Level 2	508.20	18.00	526.20
Level 3	525.90	18.00	543.90
Electrician	490.80	18.00	508.80
Electrician - Special Class	525.90	18.00	543.90
Welder	490.80	18.00	508.80
Motor Mechanic	490.80	18.00	508.80
Plumber	490.80	18.00	508.80
Instrument Maker - Special Class	530.70	18.00	548.70
Rigger	473.90	18.00	491.90

- (b) The rates of pay in this Award include the first \$8.00 per week arbitrated safety net adjustment payable under the December, 1994 State Wage Decision. The 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.

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.

Increases made under State Wage Case Principles prior to November 1997, except those resulting from enterprise agreements, are not to be used to offset this arbitrated safety net adjustment of \$10.00 per week.

- (2) Leading Hands: In addition to the weekly wage prescribed in subclause (1) of this schedule a leading hand shall be paid -

	\$
(a) If placed in charge of not less than three and not more than ten other employees	22.10
(b) If placed in charge of more than ten and not more than 20 other employees	27.80
(c) If placed in charge of more than 20 other employees	32.90

- (3) Weekly Wage - Apprentices:

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 6 months	42%
Next year	55%
Next year	75%
Final year	88%

Three Year Term

First year	55%
Second year	75%
Third year	88%

(4) Tool Allowance - Tradespersons and Apprentices:

(a) Where the employer does not provide a tradesperson or an apprentice with the tools ordinarily required by that tradesperson or apprentice in the performance of his/her work as a tradesperson or as an apprentice, the employer shall pay a tool allowance of -

- (i) \$9.20 per week to such tradesperson; or
- (ii) in the case of an apprentice a percentage of \$9.20 being the percentage which appears against his/her year of apprenticeship in subclause (3) of this Schedule;

for the purpose of such tradesperson or apprentice supplying and maintaining tools ordinarily required in the performance of his/her work as a tradesperson or as an apprentice.

- (b) Any tool allowance paid pursuant to paragraph (a) of this subclause shall be included in, and form part of, the ordinary weekly wage prescribed in this Schedule.
- (c) The employer shall provide for the use of tradespersons or apprentices all necessary power tools, special purpose tools and precision measuring instruments.
- (d) A tradesperson or an apprentice shall replace or pay for any tools supplied by his/her employer, if lost through his/her negligence.

(6) Permit Work:

Any Licensed Plumber called upon by his/her employer to use the Licence issued to him/her by the Metropolitan Water Supply Sewerage and Drainage Board for a period in any one week shall be paid \$17.20 for that week, in addition to the prescribed rate.

(7) Sewage Allowance:

Any employee other than a Registered Plumber, called upon by his/her employer to work on submersible pumps within the domestic sewage mains at Canning Vale for a period in any one week shall be paid \$8.40 sewage allowance for that week in addition to the prescribed rate.

(8) Electrician's Licence Allowance:

An Electrician - Special Class or an Electrician who holds and in the course of his/her employment may be required to use a current "A" grade or "B" grade Licence issued

pursuant to the relevant regulation in force on the 28th day of February 1978 under the Electricity Act, 1945 shall be paid an allowance of \$13.20 per week.

(9) Plumber's Registration Allowance:

A Plumber, who holds registration in accordance with the Metropolitan Water Supply Sewerage and Drainage Act, 1945 shall be paid an allowance of \$9.80 per week.

- (10) An employee who holds a current Occupational First Aid Certificate as defined by the St John Ambulance Association or its equivalent and is nominated by the employer to perform duties within the scope of that certificate in addition to normal duties from time to time shall be paid an allowance of \$10.25 per week in addition to the rates prescribed in subclause (1) herein, with effect on and from 15 October 1992.

SCHEDULE B - STRUCTURAL EFFICIENCY
AND AWARD MODERNISATION

- (1) Arising out of the decision of the State Wage Case on 8 September 1989 and in consideration of the wage increases resulting from the first structural efficiency adjustment operative from the commencement of the first pay period beginning on or after 27 October 1989, employees are to perform a wider range of duties including work which is incidental or peripheral to their main tasks or functions.
- (2) Arising out of the decision on 8 September 1989 in the State Wage Case the parties to this Agreement are committed to implementing a new wage and classification structure. In making this commitment, the parties -
 - (a) accept in principle that the descriptions of job functions within a new structure will be more broadly based and generic in nature;
 - (b) undertake that upon variation of the Agreement to implement a new wage and classification structure, employees may undertake training for a wider range of duties and/or access to higher levels in accordance with the definitions and training standards laid down in the Agreement variation relating to a new classification structure;
 - (c) will co-operate in the transition from the existing classification structure to the proposed new structure to ensure that the transition takes place in an orderly manner without creating false expectations or disputation.
 - (d) In the event that there is a claim for reclassification by an existing employee to a higher level under any new structure on the ground that the employee possesses equivalent skill and knowledge gained through on-the-job experience or on any other ground, the following principles apply -
 - (i) The parties agree that the existing Agreement disputes avoidance procedure shall be followed.
 - (ii) Agreed competency standards shall be established by the parties in conjunction with TAFE and SESDA (when operative) for all levels in any new classification structure before any claims for reclassification are processed.
 - (iii) An agreed authority (such as TAFE or SESDA) or agreed accreditation authority (when operative) shall test the validity of an employee's claim for reclassification.
 - (e) Reclassification to any higher level shall be contingent upon such additional work being available and required to be performed by the employer.

- (3) The parties are committed to modernising the terms of the Agreement and to addressing the issues associated with training in an endeavour to finalise matters by 1 January 1990.
- (4) The parties to this Agreement agree to enter into further discussions after 27 April 1990 with each other and other parties to awards/agreement which as at 27 April 1990 cover employees employed by the Swan Brewery Company Ltd with a view to progressing further rationalisation of those awards/agreements within a reasonable period.

SCHEDULE C - MATERNITY LEAVE

(1) Eligibility for Maternity Leave:

An employee who becomes pregnant shall, upon production to her employer of a certificate from a duly qualified medical practitioner stating the presumed date of her confinement, be entitled to maternity leave provided that she has had not less than 12 months' continuous service with that Company immediately preceding the date upon which she proceeds upon such leave.

For the purposes of this clause:

- (a) An employee shall include a part-time employee but shall not include an employee engaged upon casual or seasonal work.
- (b) Maternity leave shall mean unpaid maternity leave.

(2) Period of Leave and Commencement of Leave:

- (a) Subject to subclauses (3) and (6) hereof, the period of maternity leave shall be for an unbroken period of from 12 to 52 weeks and shall include a period of six weeks' compulsory leave to be taken immediately before the presumed date of confinement and a period of six weeks' compulsory leave to be taken immediately following confinement.
- (b) An employee shall, not less than ten weeks prior to the presumed date of confinement, give notice in writing to the Company stating the presumed date of confinement.
- (c) An employee shall give not less than four weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave, stating the period of leave to be taken.
- (d) An employee shall not be in breach of this award as a consequence of failure to give the stipulated period of notice in accordance with paragraph (c) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

(3) Transfer to a Safe Job:

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

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

(4) Variation of Period of Maternity Leave:

- (a) Provided the addition does not extend the maternity leave beyond 52 weeks, the period may be lengthened once only, save with the award of the employer, by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened.
- (b) The period of leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(5) Cancellation of Maternity Leave:

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

(6) Special Maternity Leave and Sick Leave:

- (a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then -
 - (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, 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 an employee not then on maternity 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 maternity leave shall not exceed 52 weeks.

- (c) For the purposes of subclauses (7), (8) and (9) hereof, maternity leave shall include special maternity leave.
- (d) An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee 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 employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

(7) Maternity Leave and Other Leave Entitlements:

Provided the aggregate of leave including leave taken pursuant to subclauses (3) and (6) hereof does not exceed 52 weeks:

- (a) An employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is then entitled.
- (b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during her absence on maternity leave.

(8) Effect of Maternity Leave on Employment:

Notwithstanding any award, or other provision to the contrary, absence on maternity 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 the award.

(9) Termination of Employment:

- (a) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this award.
- (b) An employer shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(10) Return to Work After Maternity Leave:

- (a) An employee shall confirm her intention of returning to her work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.
- (b) An employee, upon the expiration of the notice required by paragraph (a) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (3), to the position which she held immediately before such transfer. Where such position no longer exists but there are other positions available for which the employee 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 wages to that of her former position.

(11) Replacement Employees:

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

SCHEDULE D - NAMED PARTIES TO THE AWARD

Unions Party to the Award

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering and Electrical Division, Western Australian Branch

The Plumbers and Gasfitters Employees' Union of Australia, West Australian Branch, Industrial Union of Workers

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

Employers Party to the Award

Swan Brewery Company Limited

PART B - Employers other than Swan Brewery Company Limited

5. - CONTRACT OF SERVICE

- (1) The contract of employment pursuant to this agreement shall be weekly (except as to casual employees); Provided however -
 - (a) During the first month of service, one day's notice on either side shall be necessary to terminate the contract of service of a worker. If the required notice is not given one day's wages shall be paid or forfeited.
 - (b) After the first month four day's notice on either side shall be necessary to terminate the contract of service of a worker. If the required notice is not given four days' wages shall be paid or forfeited.
 - (c) For the purpose of this subclause notice given at or before the usual starting time for any ordinary working day shall be deemed to expire at the completion of that day's work.
- (2) The services of a worker may be summarily terminated where the worker has without reasonable excuse or permission of the employer absented himself from duty, refused to obey the lawful instructions of the employer or been guilty of misconduct justifying such summary dismissal.

6. - OVERTIME

- (1)
 - (a) All work performed outside the ordinary hours of duty Monday to Friday inclusive (including rostered shifts) shall be paid for at the rate of time and a half for the first two hours and double time thereafter.
 - (b) Work done on a Saturday shall be paid for at the rate of double time. Provided that for workers employed under the provisions of Part B of the award, in addition all work performed on a worker's rostered day off shall be paid for at the rate of double time.
 - (c) Work done on a Sunday shall be paid for at the rate of double time.
 - (d) Overtime on shift work shall be based on the rate payable for shift work.
- (2)
 - (a) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that workers have at least ten consecutive hours off duty between the work of successive days.

- (b) A worker (other than a casual worker) who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he 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 his employer, such a worker resumed or continues work without having had such ten consecutive hours off duty, he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (d) Where an employee (other than a casual employee or an employee engaged on continuous shift work), is called into work on a Sunday or public holiday preceding an ordinary working day, he shall, wherever reasonably practicable, be given ten consecutive hours off duty before his usual starting time on the next day. If this is not practicable, then the provisions of paragraphs (b) and (c) of this paragraph shall apply.

Provided that overtime worked as a result of a recall shall not be regarded as overtime for the purpose of this subclause when the actual time worked is less than three hours on such recall or on each of such recalls.

- (e) The provisions of this subclause shall apply in the case of shift workers who rotate from one shift to another, as if eight hours were substituted for ten hours when overtime is worked -
 - (i) for the purpose of changing shift rosters;
 - (ii) where a shift worker does not report for duty; or
 - (iii) where a shift is worked by arrangement between the workers themselves.

- (3) All workers covered by this Agreement, if required to work overtime for more than one hour after the normal finishing time, shall be entitled to a meal allowance of \$5.40.

A similar meal allowance shall be apid to those workers whose rostered overtime period on a Saturday or Sunday is extended beyond the time for a normal meal break prescribed by this Agreement.

- (4) (a) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.
- (b) A worker recalled to work after leaving the job shall be paid for at least four hours at overtime rates.

- (c) A worker recalled out after 2400 hours shall be paid for a minimum of six hours.
- (5) When a worker is required to hold himself in readiness for a call to work after ordinary hours, he shall be paid at ordinary rates for the time he so holds himself in readiness.

7. - ANNUAL LEAVE

- (1) An employer shall grant a worker who completed 12 months' service, four week's annual leave. Two of the said four weeks shall be paid on double pay and two on ordinary pay.
 - (a) Pro rata leave of absence on the foregoing basis shall be granted to workers who have completed three months or more service.
 - (b) Pro rata leave of absence on the basis of four weeks annual leave at the ordinary rate of pay shall be granted to those workers who have completed one month but less than three months service.
 - (c) The said payments shall be made to a worker entitled thereto -
 - (i) on the termination of his service if such termination occurs before he takes his leave; or
 - (ii) on the taking of his annual leave if he remains in the service of his employer.
 - (d) Leave shall be given and taken as directed by the employer.
 - (e) Provided that for workers employed under the provisions of Part B of this Award who have completed 12 months service, the employer shall grant 140 hours annual leave which for the purposes of this clause will be deemed to be four weeks annual leave. Seventy of the said 140 hours shall be paid on double pay and 70 on ordinary pay.
- (2) It shall be a condition of every worker taking annual leave that he -
 - (a) shall not under any circumstances be engaged in any gainful employment while on such leave.
 - (b) shall return to the active service of the employer forthwith at the expiration of leave; and
 - (c) shall not draw any sick or accident pay simultaneously with annual leave.

A breach of condition (a) above will result in immediate discharge from the employer's service accompanied by forfeiture of all rights (if any) to retiring allowance or other similar payments or benefits.

A breach of condition (b) except as on the grounds of illness necessitating retirement (or additional leave on the advice of a medical officer) will result in forfeiture of all rights (if any) to retiring allowance or other similar benefits or payments.

"Pay" for the purposes of this clause shall mean the appropriate wage rate set out in the first schedule together with any other payments the subject of agreement between the parties.

- (3) In addition to existing payments, a shift premium will be paid when shift workers take annual leave. To qualify as a shift worker for this purpose, a worker must have worked for at least six months on shift work during the qualifying period for the leave. This qualifying period is not affected by the time the leave is actually taken. Where a worker has qualified as a shift worker, as defined above, the calculation of the shift premium shall be on the following basis:-
- (a) Where on a 3 shift roster for the full qualifying period, or where the majority of time actually worked on shift work during this period is on a 3 shift roster, the premium will be 14%.
 - (b) Where on a 2 shift roster for the full qualifying period, or where the majority of time actually worked on shift work is on a 2 shift roster, the premium will be 12½%.

The employers agree to consult so far as is possible, with employees to work out acceptable annual leave rostering.

8. - SICK LEAVE

- (1) A worker who is unable through sickness or accident to attend his duties shall notify the employer not later than 10.00am on the day he first absents himself from duty.
- (2) A worker shall be entitled to paid sick leave in respect of any period of absence on account of illness. Sick leave entitlements shall accumulate on the following basis and be calculated pro rata for each completed month of service:-
 - (a) For service after 1 January 1948 six days per annum.
 - (b) For service after 1 January 1975 nine days per annum.
 - (c) For service after 1 January 1979 ten days per annum.

Provided that in calculating the amount due to a worker through sickness, there shall be deducted therefrom any sum or sums previously paid to him hereunder.

- (3) The term "sickness" shall not include any case where the worker is entitled to compensation under the Workers' Compensation Act.
- (4) No worker shall be entitled to the benefits of this clause unless he produces proof of his sickness satisfactory to his employer. This proof shall be in the form of a Medical Certificate if the absence is for three days or more, provided that a Medical Certificate may be required for any absence after a worker has claimed in the aggregate four days absence in any one year.
- (5) Except as aforesaid, a worker shall not be entitled to payment for time lost through sickness or accident.
- (6) Notwithstanding the foregoing provisions of this clause a worker, or in the event of the worker's death his next-of-kin, shall be entitled to receive payments at the appropriate rate for any sick leave accumulated under the provisions of subclause (2) hereof, if he ceases to be employed by the Company.

Provided that -

- (a) except in the event of the worker's death at least two years consecutive service have been completed.
 - (b) in calculating a worker's entitlement for payment under the provisions of this subclause a maximum of eight days per annum shall accumulate and any part of the first eight days' leave taken in any one year shall be deducted from the amount of leave which may have accumulated under the provisions of subclause (2) hereof.
 - (c) each worker has an option to take up eight days of unused sick leave paid on an annual basis, provided further that the remaining sick leave credit totals 160 hours.
 - (d) for service prior to 1 September 1985 the calculation for payment under this subclause shall be a maximum of six days per annum.
- (7) Where a worker on annual or long service leave becomes ill or meets with an accident and forwards within 48 hours a Doctor's Certificate satisfactory to the employer for a period of not less than four working days, the employer will add the lost days due to such genuine sickness or accident to the worker's leave or make this time available to him at some other mutually convenient time, such option to be at the discretion of the employer.

9. - COMPASSIONATE LEAVE

A worker shall be entitled to leave of absence of not more than two working days in any one year, due to the death or unexpected critical illness of a member of the worker's immediate family (i.e., wife, parent, child, brother or sister) in Australia but only if and to the extent that his absence was necessary.

"Year" for the purpose of this clause shall mean 1 January to 31 December.

10. - LONG SERVICE LEAVE

1. Right to Leave

A worker shall, as herein provided, be entitled to leave with pay in respect of Long Service.

2. Long Service

- (1) The long service which shall entitle a worker to such leave shall, subject as herein provided, be continuous service with one and the same employer.
- (2) Such service shall include service prior to the 1st day of April 1958, if it continued until such time but only to the extent of the last 20 completed years of continuous service.
- (3)
 - (a) Where a business has, whether before or after the coming into operation hereof, been transmitted from an employer (herein called "the transmittor") to another employer (herein called "the transmittee") and a worker who at the time of such transmission was a worker of the transmittor in that business becomes a worker of the transmittee - the period of the continuous service which the worker has had with the transmittor (including any such service with any prior transmittor) shall be deemed to be service of the worker with the transmittee.
 - (b) In this subclause "transmission" includes transfer, conveyance, assignment or succession whether voluntary or by agreement or by operation of law and "transmitted" has a corresponding meaning.
- (4) Such service shall include -
 - (a) Any period of absence from duty on any annual leave or long service leave;
 - (b) Any period following any termination of the employment by the employer if such termination has been made merely with the intention of avoiding obligations hereunder in respect of long service leave or obligations under any award in respect of annual leave;

- (c) Any period during which the service of the worker was or is interrupted by service -
- (i) as a member of the Naval, Military or Air Forces of the Commonwealth of Australia other than as a member of the British Commonwealth Occupation Forces in Japan and other than as a member of the Permanent Forces of the Commonwealth of Australia except in the circumstances referred to in Section 31(2) of the Defence Act, 1903-1956, and except in Korea or Malaya after 26 June 1950;
 - (ii) as a member of the Civil Construction Corps established under the National Security Act, 1939-1946;
 - (iii) in any of the Armed Forces under the National Service Act, 1951 (as amended).

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

- (5) Service shall be deemed to be continuous notwithstanding -
- (a) the transmission of a business as referred to in subclause (3) hereof.
 - (b) any interruption of a class referred to in subclause (4) hereof irrespective of the duration thereof;
 - (c) any absence from duty authorised by the employer;
 - (d) any absence from duty arising directly or indirectly from an industrial dispute if the worker returns to work in accordance with the terms of the settlement of the dispute;
 - (e) any standing-down of a worker in accordance with the provisions of an award, industrial agreement, order or determination under either Commonwealth or State law;
 - (f) any termination of the employment of the worker on any ground other than slackness of trade if the worker be re-employed by the same employer within a period not exceeding two months from the date of such termination;
 - (g) any termination of the employment by the employer on the ground of slackness of trade if the worker is re-employed by the same employer within a period not exceeding six months from the date of such termination;

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

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

3. Period of Leave

- (1) The leave to which a worker shall be entitled or deemed to be entitled shall be as provided in this subclause.
- (2) Subject to the provisions of subclauses (5) and (6) of this subclause where a worker has completed at least ten years service the amount of leave shall be -
 - (a) in respect of ten years service so completed - 13 weeks' leave;
 - (b) in respect of each subsequent ten years' service completed after such ten years - four 13 weeks' leave;
 - (c) on the termination of the worker's employment-
 - (i) by his death;
 - (ii) in any circumstances otherwise than by his employer for serious misconduct;

in respect of the number of years service with the employer completed since he last became entitled to an amount of long service leave a proportionate amount on the basis of 13 weeks' for ten years' service.
- (3) Subject to the provisions of subclause (6) of this subclause where a worker has completed at least seven years' service but less than ten years' service since the commencement and his employment is terminated -
 - (a) by his death; or

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

the amount of the leave shall be such proportion of 13 weeks' leave as the number of completed years of such service bears to ten years.

- (4) In the case to which paragraphs (2)(c) and (3) hereof apply the worker shall be deemed to have been entitled to and to have commenced leave immediately prior to such termination.
- (5) A worker whose service with an employer would entitle him to long service leave under this clause shall be entitled to leave calculated on the following basis:
- (a) for each completed year of service or part thereof commencing before 1 October 1964, an amount of leave calculated on the basis of 13 weeks' leave for 20 years service.
 - (b) for each completed year of service or part thereof commencing after 1 October 1964, and before 1 April 1979, an amount of leave calculated on the basis of 13 weeks' leave for 15 years service.
 - (c) for each completed year of service or part thereof commencing after 1 April 1979, an amount of leave calculated on the basis of 13 weeks leave for ten years service.
- (6) A worker to whom paragraphs (2)(c) and (3) of this subclause apply shall be entitled to an amount of long service leave calculated on the following basis:-
- (a) for each completed year of service or part thereof commencing before 1 October 1964, an amount of leave calculated on the basis of 13 weeks' leave for 20 years service; and
 - (b) for each completed year of service or part thereof commencing after 1 October 1964, and before 1 April 1979, an amount of leave calculated on the basis of 13 weeks' leave for 15 years service.
 - (c) for each completed year of service or part thereof commencing after 1 April 1979, an amount of leave calculated on the basis of 13 weeks' leave for ten years service.
- Provided that the provisions of (6)(c) above shall not apply to workers employed by Union Maltings and the following provisions apply its stead.
- (d) for each completed year of service or part thereof commencing after 1 January 1980, an amount of leave calculated on the basis of 13 weeks leave for ten years service.

- (e) subject to subclause (1)(a) and (b) of Clause 5. - Contract of Service hereof any worker entitled to leave under subclause (2)(b) of Clause 3. - Area and Scope may elect to take whatever leave has accrued due to him when he has completed not less than ten years' service after the completion of his last entitlement to long service leave.

Provided that such worker shall not be entitled to long service leave until his completed years of service entitle him to the amount of long service leave prescribed by subclause (2)(a) of this clause.

- (7) Provided that for workers employed under the provisions Part B of this Award, 455 hours shall be deemed to be 13 weeks long service leave.

4. Payment for Period of Leave

- (1) A worker shall subject to subclause (3) of this clause be entitled to be paid for each week of leave or part thereof to which he has become entitled the ordinary time rate of pay applicable to him at the date he commenced such leave.
- (2) Such ordinary time rate of pay shall be at the rate applicable to him for the standard weekly hours which are prescribed by this award.
- (3) Where by agreement between the employer and the worker the commencement of the leave to which the worker is entitled or any portion thereof is postponed to meet the convenience of the worker, the rate of payment for such leave shall be at the rate of pay applicable to him at the date of accrual, or, if so agreed, at the rate of pay applicable at the date he commences such leave.
- (4) The ordinary time rate of pay -
- (a) shall include any deductions from wages for board and/or lodging or the like which is not provided and taken during the period of leave;
- (b) shall not include shift premiums, overtime, penalty rates, commissions, allowances or the like.

5. Taking Leave

- (1) In a case to which paragraph (a) and (b) of subclause (2) of Clause 3. - Area and Scope applies:-

- (a) Leave shall be granted and taken as soon as reasonably practicable after the right thereto accrued due or at such time or times as may be agreed between the employer and the worker or in the absence of such agreement at such time as may be determined by a Board of Reference having regard to the needs of the employer's establishment and the worker's circumstances.
- (b) Except where the time for taking leave is agreed to by the employer and the worker or determined by a Board of Reference, the employer shall give to a worker at least one month's notice of the date from which his leave is to be taken.
- (c) Where a worker is beyond 60 years of age at the time he becomes eligible for long service leave, he shall have the option of taking actual leave under this scheme or of receiving payment in lieu thereof on retirement. Such option shall be exercised in writing, addressed to the employer at the time of becoming eligible for long service leave.
- (d) The employer shall have the right in cases of emergency to recall any worker from long service leave, in which case the unexpired leave shall be made up on some mutually convenient date.
- (e) Any leave shall be inclusive of any public holidays or annual leave specified in this award occurring during the period when the leave is taken.
- (f) Payment shall be made in one of the following ways:-
 - (i) in full before the worker goes on leave;
 - (ii) at the same time as his wages would have been paid to him if the worker had remained at work, in which case payment shall, if the worker in writing so requires, be made by cheque posted to an address specified by the worker; or
 - (iii) in any other way agreed between the employer and the worker.
- (g) It shall be a condition of every worker taking long service leave that he (or she) -
 - (i) shall not under any circumstances be engaged in any gainful employment while on such leave;
 - (ii) shall return to the active service of the employer forthwith at the expiration of the leave; and
 - (iii) shall not draw any sick or accident pay simultaneously with long service leave pay.

A breach of paragraph (i) above will result in immediate discharge from the employer's service accompanied for forfeiture of all rights (if any) to retiring allowance or other similar payments or benefits. A breach of paragraph (ii) above (except as on the grounds of illness necessitating retirement or additional leave on the advice of a medical officer appointed by the employer) will result in forfeiture of all rights (if any) to retiring allowance or other similar benefits or payments.

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

6. Granting Leave in Advance and Benefits to be Brought into Account

- (1) Any employer may by agreement with a worker allow leave to such a worker before the right thereto has accrued due, but where leave is taken in such case the worker shall not become entitled to any further leave hereunder in respect of any period until after the expiration of the period in respect of which such leave had been taken before it accrued due.
- (2) Where leave has been granted to a worker pursuant to the preceding paragraph before the right thereto has accrued due, and the employment subsequently is terminated, the employer may deduct from whatever remuneration is payable upon the termination of the employment such amount as represents payment for any period for which the worker has been granted long service leave to which he was not at the date of termination of his employment or prior thereto become entitled.
- (3) Any leave in the nature of long service leave or payment in lieu thereof under a State Law or a long service leave scheme not under the provisions hereof granted to a worker by his employer in respect of any period of service with the employer shall be taken into account whether the same is granted before or after the coming into operation hereof and shall be deemed to have been leave taken and granted hereunder in the case of leave with pay to the extent of the period of such leave and in the case of payment in lieu thereof to the extent of a period of leave with pay equivalent thereof of the entitlement of the worker hereunder.

7. Records to be Kept

- (1) Each employer shall, during the employment and for a period of 12 months thereafter or in the case of termination by death of the worker for a period of three years thereafter, keep a

record from which can be readily ascertained the name of each worker, and his occupation, the date of the commencement of his employment and his entitlement to long service leave and any leave which may have been granted to him or in respect of which payment may have been made hereunder.

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

11. - ANNUAL BONUS

The employer shall pay to each worker receiving wages an annual bonus of one weeks pay. The said bonus shall be accumulated by the employer and held on behalf of and paid to the worker entitled thereto in the month of December in each year or on the earlier termination of his service on a pro rata basis based on completed weeks of service.

12. - DUTY AWAY FROM HOME AND TRAVELLING

Workers required to travel in the course of their duties and who cannot return home each night shall be supplied with suitable board and lodging by the employer.

Where the employer does not supply transport the employer will pay all fares reasonably incurred by the worker in travelling in excess of the fares normally incurred in travelling between home and the accustomed workshop. In the case of a worker using his/her own vehicle he/she shall be paid 32 cents for each kilometre so travelled.

This clause shall not apply to workers re-rostered at the Brewery.

13. - APPRENTICES

Apprentices may be taken in the ratio of one apprentice for every two or fraction of two (the fraction being not less than one) journeymen and shall not be taken in excess of that ratio unless -

- (1) the Union or Unions concerned so agree; or
- (2) the Commission so determines after receiving a report from the appropriate Apprenticeship Advisory Board; or
- (3) the Commission so determines pursuant to regulation 39(2) of the Apprenticeship Regulations.

14. - DELETED

(Preference to Unionists) Deleted by section 88(3) of the Acts Amendment and Repeal (Industrial Relations) Act (No.2) 1984.

15. - REPRESENTATIVE INTERVIEWING EMPLOYEES

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 an employer unless the employer is the employer, or former employer, of a member of the Union.

- (1) On notifying the employer of his representative an accredited representative of the union shall be permitted to interview a worker during the recognised meal hour on the business premises of the employer at the place at which the meal is taken but this permission shall not be exercised without the consent of the employer more than once in any one week.
- (2) In the case of a disagreement existing or anticipated concerning any of the provisions of this agreement, an accredited representative of the Union, on notifying the employer or his representative shall be permitted to enter the business premises of the employer to view the work the subject of any such disagreement but shall not interfere in any way with the carrying out of such work.

1B. - DELETED2B. - HOURS

- (1) Subject to the provisions of this subclause, the ordinary working hours shall not exceed 40 in any week or eight in any day. Monday to Friday inclusive, and except in the case of shift workers, shall be worked between the hours of 7.00am and 5.30pm.
- (2) A rest period of ten minutes shall be allowed to all day workers in the morning and afternoon in accordance with the custom existing at the date of making this Agreement.
- (3) The ordinary working hours shall be consecutive except for a meal interval which shall not exceed one hour.

3B. - SHIFT WORK

- (1) Notwithstanding the provisions of Clause 6. - Overtime hereof workers may be employed -

- (a) on "regular shift work" that is in regular rotation from week to week on two or three shifts spread over 16 or 24 hours respectively, day shift to be worked between 7.30am to not later than 3.30pm; afternoon shift between 3.30pm to not later than 11.30pm and night shift from 11.30pm to not later than 7.30am.
 - (b) On "Casual Shift Work" that is on one weekly shift only worked in any department, casual day, afternoon and night shifts to start and finish at the times respectively referred to in the preceding paragraph.
- (2) In the case of both regular and casual shift work, the first shift of the week will begin on Sunday at 11.30pm and the last shift of the week shall finish at 11.30pm on Friday. Duty Rosters shall be posted on Friday in each week and shall show the starting and finishing times of each worker during each week. Particulars relating to these starting and finishing times shall be rigidly adhered to.
 - (3) The provisions contained in the previous subclause of this clause may be varied by mutual agreement between the employer and the Union.
 - (4) All workers employed on regular day shift work shall be paid an allowance equal to ten percent of their ordinary weekly rate of pay.
 - (5) All workers employed on a regular afternoon shift shall be paid an allowance equal to 15 percent of their ordinary weekly rate of pay.
 - (6) All workers employed on casual afternoon shift work shall be paid an allowance equal to 17½ percent of their ordinary weekly rate of pay.
 - (7) All workers employed on regular night shift shall be paid an allowance equal to 17½ percent of their ordinary weekly rate of pay.
 - (8) All workers employed on casual night shift shall be paid an allowance equal to 20 percent of their ordinary weekly rate of pay.
 - (9) A crib time of 30 minutes shall be allowed to all workers on regular or casual shift. Crib time shall be included in the working time.
 - (10) The additional allowances mentioned in subclauses (4), (5), (6), (7) and (8) hereof shall be taken into consideration in calculating overtime rates for any overtime for work done beyond eight hours per day on Mondays to Fridays inclusive. Except as aforesaid the above allowances shall not be included for the purpose of calculating any other penalty rates under this Agreement.
 - (11) Where less than five consecutive afternoon or five consecutive night shifts are worked, workers employed on such afternoon or night shifts shall be paid for such shifts at overtime

rates; provided that time not worked on a Saturday or a Sunday shall not constitute a break in the sequence of shifts for the purpose of this subclause.

- (12) Workers on regular afternoon shift in the case of two roster shifts or on regular night shift work - the cause of 3 roster shifts work the week following the afternoon shift work or the night shift as the case may be on day shift.

4B. - HOLIDAYS

The following days shall be observed as holidays without deduction of pay:- New Year's Day, Anniversary Day, Labour Day, Good Friday, Easter Monday, Anzac Day, State Foundation Day, Picnic Day, Show Day, Queen's Birthday, Christmas Day and Boxing Day provided that -

- (1) In the Kalgoorlie area, Boulder Cup shall be observed as a holiday in lieu of Show Day.
- (2) Where any of the above holidays fall on a Saturday or a Sunday the following Monday shall be observed in lieu thereof.
- (3) Where work is performed on any of the above holidays, payment in addition to the day's pay shall be made in accordance with the following scale -
 - (a) One and a half times the ordinary rates of pay with a minimum of four hours pay.
 - (b) Twice the ordinary rate of pay for all time worked in excess of two hours.

APPENDIX - RESOLUTION OF DISPUTES REQUIREMENTS

- (1) This Appendix is inserted into the award/industrial agreement as a result of legislation which came into effect on 16 January 1996 (Industrial Relations Legislation Amendment and Repeal Act 1995) and further varied by legislation which came into effect on 23 May 1997 (Labour Relations Legislation Amendment Act 1997).
- (2) Any dispute or grievance procedure in this award/industrial agreement shall also apply to any questions, disputes or difficulties which may arise under it.
- (3) With effect from 22 November 1997 the dispute or grievance procedures in this award/industrial agreement is hereby varied to include the requirement that persons involved in the question, dispute or difficulty will confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Commission.

FIRST SCHEDULE - WAGES

1st pay
period on
or after
12/06/90
\$

(1) (a) Weekly Wage - Adult Workers

	Rate Per Week \$	First Arbitrated Safety Net Adjustment \$	Total Rate Per Week \$
Instrument Maker and/or Repairer	386.20	18.00	404.20
Fitter	372.50	18.00	390.50
Electrician	372.50	18.00	390.50
Electrician Special Class	372.50	18.00	390.50
Welder	372.50	18.00	390.50
Motor Mechanic	372.50	18.00	390.50
Plumber	372.50	18.00	390.50

(b) The rates of pay in this Award include the first \$8.00 per week arbitrated safety net adjustment payable under the December, 1994 State Wage Decision. The 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.

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.

Increases made under State Wage Case Principles prior to November 1997, except those resulting from enterprise agreements, are not to be used to offset this arbitrated safety net adjustment of \$10.00 per week.

(2) Leading Hands:

In addition to the weekly wage prescribed in subclause (1) of this schedule a leading hand shall be paid -

(a)	If placed in charge of not less than three and not more than ten other workers	\$21.60
(b)	If placed in charge of more than ten and not more than 20 other workers	\$27.10
(c)	If placed in charge of more than 20 other workers	\$32.10

(3) Weekly Wage - Apprentices:

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 6 months	42%
Next year	55%
Next year	75%
Final year	88%

Three Year Term

First year	55%
Second year	75%

Third year 88%

(4) Tool Allowance - Tradesmen and Apprentices:

(a) Where the employer does not provide a tradesman or an apprentice with the tools ordinarily required by that tradesman or apprentice in the performance of his work as a tradesman or as an apprentice, the employer shall pay a tool allowance of -

(i) \$9.00 per week to such tradesman; or

(ii) in the case of an apprentice a percentage of \$9.00 being the percentage which appears against his year of apprenticeship in subclause (4) of this Schedule;

for the purpose of such tradesman or apprentice supplying and maintaining tools ordinarily required in the performance of his work as a tradesman or as an apprentice.

(b) Any tool allowance paid pursuant to paragraph (a) hereof shall be included in, and form part of, the ordinary weekly wage prescribed in this Schedule.

(c) The employer shall provide, for the use of tradesmen and apprentices, all necessary power tools, special purpose tools and precision measuring instruments.

(d) A tradesman or an apprentice shall replace or pay for any tools supplied by his employer, if lost through his negligence.

(5) Permit Work:

Any licensed Plumber called upon by his employer to use the Licence issued to him by the Metropolitan Water Supply Sewerage and Drainage Board for a period in any one week shall be paid \$16.80 for that week, in addition to the prescribed rate.

(6) Sewage Allowance:

Any employee, other than a registered plumber, called upon by his employer to work on submersible pumps within the domestic sewage mains at Canning Vale for a period in any one week shall be paid \$8.20 sewage allowance for that week in addition to the prescribed rate.

(7) Electrician's Licence Allowance:

An electrician-special class or an electrician who holds and in the course of his employment may be required to use a current 'A' grade or 'B' grade licence issued pursuant to the relevant

regulation in force on the 28th day of February, 1978 under the Electricity Act, 1945 shall be paid an allowance of \$12.90 per week.

(8) Plumber's Registration Allowance:

A plumber, who holds registration in accordance with the Metropolitan Water Supply Sewerage and Drainage Act, shall be paid an allowance of \$9.60 per week.

(9) Structural Efficiency:

(a) Arising out of the decision of the State Wage Case on 8 September 1989 and in consideration of the wage increases resulting from the first structural efficiency adjustment operative from the commencement of the first pay period beginning on or after 27 October 1989, employees are to perform a wider range of duties including work which is incidental or peripheral to their main tasks or functions.

(b) Arising out of the decision on 8 September 1989 in the State Wage Case the parties to this Agreement are committed to implementing a new wage and classification structure. In making this commitment, the parties -

(i) accept in principle that the descriptions of job functions within a new structure will be more broadly based and generic in nature;

(ii) undertake that upon variation of the Agreement to implement a new wage and classification structure, employees may undertake training for a wider range of duties and/or access to higher levels in accordance with the definitions and training standards laid down in the Agreement variation relating to a new classification structure;

(iii) will co-operate in the transition from the existing classification structure to the proposed new structure to ensure that the transition takes place in an orderly manner without creating false expectations or disputation.

(c) In the event that there is a claim for reclassification by an existing employee to a higher level under any new structure on the ground that the employee possesses equivalent skill and knowledge gained through on-the-job experience or on any other ground, the following principles apply -

(i) The parties agree that the existing Agreement disputes avoidance procedure shall be followed.

(ii) Agreed competency standards shall be established by the parties in conjunction with TAFE and SESDA (when operative) for all levels in any new classification structure before any claims for reclassification are processed.

- (iii) An agreed authority (such as TAFE or SESDA) or agreed accreditation authority (when operative) shall test the validity of an employee's claim for reclassification.
- (d) Reclassification to any higher level shall be contingent upon such additional work being available and required to be performed by the employer.
- (e) The parties are committed to modernising the terms of the Agreement and to addressing the issues associated with training in an endeavour to finalise matters by 1 January 1990.

SECOND SCHEDULE - NAMED PARTIES TO THE AWARD

Unions Party to the Award

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering and Electrical Division, Western Australian Branch

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

Employers Party to the Award

Joe White Maltings Limited

APPENDIX - S.49B - INSPECTION OF RECORDS REQUIREMENTS

- (1) Where this award, order or industrial agreement empowers a representative of an organisation of employees party to this award, order or industrial agreement to inspect the time and wages records of an employee or former employee, that power shall be exercised subject to the Industrial Relations (General) Regulations 1997 (as may be amended from time to time) and the following:
- (a) The employer may refuse the representative access to the records if: -
 - (i) the employer is of the opinion that access to the records by the representative of the organisation would infringe the privacy of persons who are not members of the organisation; 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 an organisation of employees authorised for the purpose in accordance with the rules of the organisation.
 - (c) Before exercising a power of inspection, the representative shall give reasonable notice of not less than 24 hours to an employer.

VARIATION RECORD**"BREWERY CRAFTSMEN" AGREEMENT
NO.C368A OF 1979.**

Delivered 27/9/79 at 59 WAIG 1432.
Consolidated.at

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
1. Title				
	Correcting Order - Clause	485B/90(R2)	31/05/90	71 WAIG 1599
(1A. State Wage Principles)				
	Ins. Cl.	1752/91	31/01/92	72 WAIG 191
	Cl. & Title	1457/93	24/12/93	74 WAIG 198
(1A. State Wage Principles December 1993)				
	Cl. & Title	985/94	30/12/94	75 WAIG 23
(1A. Statement of Principles December 1994)				
	Cl. & Title	1164/95	21/03/96	76 WAIG 911
(1A. Statement of Principles March 1996)				
	Cl & Title	915/96	7/08/96	76 WAIG 3368
(1A. Statement of Principles - August 1996)				
	Cl & Title	940/97	14/11/97	77 WAIG 3177
(1A. Statement of Principles - November 1997)				
	Cl & Title	757/98	12/06/98	78 WAIG 2579
1A. Statement of Principles – June, 1998				
2. Arrangement				
	Correcting Order - Clause	485B/90(R2)	31/05/90	71 WAIG 1599
	Ins. 1A	1752/91	31/01/92	72 WAIG 191
	Del. (2A)	1340/91	15/10/92	72 WAIG 2773
	1A. Title	1457/93	24/12/93	74 WAIG 198
	1A. Title	985/94	30/12/94	75 WAIG 23
	Sched. D & Second Sched	506/95	27/10/95	75 WAIG 3276
	1A. Title	1164/95	21/03/96	76 WAIG 911
	Ins. Appendix - Resolution...	693/96	16/07/96	76 WAIG 2768

Ins. Appendix - S.49B...	694/96	16/07/96	76 WAIG 2789
1A. Title	915/96	7/08/96	76 WAIG 3368
1A	940/97	14/11/97	77 WAIG 3177
Ins. 1B	940/97	14/11/97	77 WAIG 3177
1A	757/98	12/06/98	78 WAIG 2579
(2A. State Wage Principles - September 1989)			
Correcting Order - Clause	485B/90(R2)	31/05/90	71 WAIG 1599
Del. Cl.	1340/91	15/10/92	72 WAIG 2773
3. Area and Scope			
Correcting Order - Clause	485B/90(R2)	31/05/90	71 WAIG 1599
4. Term			
Correcting Order - Clause	485B/90(R2)	31/05/90	71 WAIG 1599
<u>PART A - Swan Brewery Company Limited</u>			
5. Annual Bonus			
Correcting Order - Clause	485B/90(R2)	31/05/90	71 WAIG 1599
6. Annual Leave			
Correcting Order - Clause	485B/90(R2)	31/05/90	71 WAIG 1599
7. Apprentices			
Correcting Order - Clause	485B/90(R2)	31/05/90	71 WAIG 1599
8. Compassionate Leave			
Correcting Order - Clause	485B/90(R2)	31/05/90	71 WAIG 1599
9. Contract of Employment			
Correcting Order - Clause	485B/90(R2)	31/05/90	71 WAIG 1599
10. Dispute Settling Procedure			
Correcting Order - Clause	485B/90(R2)	31/05/90	71 WAIG 1599
11. Duty Away from Home and Travelling			
Correcting Order - Clause	485B/90(R2)	31/05/90	71 WAIG 1599
(2).	172/96	07/05/96	76 WAIG 1970
12. Holidays			
Correcting Order - Clause	485B/90(R2)	31/05/90	71 WAIG 1599

13. Hours

Correcting Order - Clause	485B/90(R2)	31/05/90	71 WAIG 1599
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14. Long Service Leave

Correcting Order - Clause	485B/90(R2)	31/05/90	71 WAIG 1599
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15. Maternity Leave

Correcting Order - Clause	485B/90(R2)	31/05/90	71 WAIG 1599
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16. Overtime

Correcting Order - Clause	485B/90(R2)	31/05/90	71 WAIG 1599
(3)	172/96	07/05/96	76 WAIG 1970

17. Protective Clothing

Correcting Order - Clause	485B/90(R2)	31/05/90	71 WAIG 1599
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18. Record

Correcting Order - Clause	485B/90(R2)	31/05/90	71 WAIG 1599
(2) Ins text.	491/98	16/04/98	78 WAIG 1563

19. Representative Interviewing Employees

Correcting Order - Clause	485B/90(R2)	31/05/90	71 WAIG 1599
Ins.Txt	2053(1)/97	22/11/97	77 WAIG 3138

20. Shift Work

Correcting Order - Clause	485B/90(R2)	31/05/90	71 WAIG 1599
(6)(b)	172/96	07/05/96	76 WAIG 1970

21. Sick Leave

Correcting Order - Clause	485B/90(R2)	31/05/90	71 WAIG 1599
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Schedule A - Wages and Allowances

Correcting Order - Clause	485B/90(R2)	31/05/90	71 WAIG 1599
Ins. (10)	687/91	01/08/91	71 WAIG 1847
Del. head., (1)(2); (4)(a)			
(i)(ii); (6)(7)(8)(9)(10);	1340/91	15/10/92	72 WAIG 2773
(1)	506/95	27/10/95	75 WAIG 3276
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177

Schedule B - Structural Efficiency and Award Modernisation

Correcting Order - Clause	485B/90(R2)	31/05/90	71 WAIG 1599
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Schedule C - Maternity Leave

Correcting Order - Clause	485B/90(R2)	31/05/90	71 WAIG 1599
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Schedule D - Parties

Correcting Order - Clause	485B/90(R2)	31/05/90	71 WAIG 1599
Sched.	506/95	27/10/95	75 WAIG 3276
Cl.	172/96	07/05/96	76 WAIG 1970

PART B - Employers other than Swan Brewery Company Limited**5. Contract of Service**

Correcting Order - Clause	485B/90(R2)	31/05/90	71 WAIG 1599
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6. Overtime

Correcting Order - Clause	485B/90(R2)	31/05/90	71 WAIG 1599
(3)	172/96	07/05/96	76 WAIG 1970

7. Annual Leave

Correcting Order - Clause	485B/90(R2)	31/05/90	71 WAIG 1599
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8. Sick Leave

Correcting Order - Clause	485B/90(R2)	31/05/90	71 WAIG 1599
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9. Compassionate Leave

Correcting Order - Clause	485B/90(R2)	31/05/90	71 WAIG 1599
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10. Long Service Leave

Correcting Order - Clause	485B/90(R2)	31/05/90	71 WAIG 1599
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11. Annual Bonus

Correcting Order - Clause	485B/90(R2)	31/05/90	71 WAIG 1599
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12. Duty Away from Home and Travelling

Correcting Order - Clause	485B/90(R2)	31/05/90	71 WAIG 1599
Para	172/96	07/05/96	76 WAIG 1970

13. Apprentices

Correcting Order - Clause	485B/90(R2)	31/05/90	71 WAIG 1599
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14. Deleted

15. Representative Interviewing Employees

Correcting Order - Clause	485B/90(R2)	31/05/90	71 WAIG 1599
Ins.Txt	2053(1)/97	22/11/97	77 WAIG 3138

1B. Deleted

2B. Hours

Correcting Order - Clause	485B/90(R2)	31/05/90	71 WAIG 1599
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3B. Shift Work

Correcting Order - Clause	485B/90(R2)	31/05/90	71 WAIG 1599
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4B. Holidays

Correcting Order - Clause	485B/90(R2)	31/05/90	71 WAIG 1599
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Appendix - Resolution of Disputes Requirements

Ins. Appendix	693/96	16/07/96	76 WAIG 2768
App	2053/97	22/11/97	77 WAIG 3079

First Schedule - Wages

Correcting Order - Clause	485B/90(R2)	31/05/90	71 WAIG 1599
Schedule	485D/90(R2)	12/06/90	70 WAIG 2642
(1).	506/95	27/10/95	75 WAIG 3276
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177

Second Schedule - Parties

Correcting Order - Clause	485B/90(R2)	31/05/90	71 WAIG 1599
Sched.	506/95	27/10/95	75 WAIG 3276
Sched	172/96	07/05/96	76 WAIG 1970

Appendix - S.49B - Inspection of Records Requirements

Ins. Appendix	694/96	16/07/96	76 WAIG 2789
(1) ins. Text	2053/97	22/11/97	77 WAIG 3138
App.	491/98	16/04/98	78 WAIG 1471