

# Aerated Water and Cordial Manufacturing Industry Award 1975

## 1. - TITLE

This award shall be known as the Aerated Water and Cordial Manufacturing Industry Award 1975 and replaces Award No. 26 of 1972 as amended.

### 1B. - MINIMUM ADULT AWARD WAGE

- (1) No employee aged 21 or more 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 employees aged 21 or more is \$607.10 per week payable on and from the commencement of the first pay period on or after 1 July 2011.
- (3) The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case Decisions.
- (4) Unless otherwise provided in this clause adults employed as casuals, part-time employees or piece workers or employees who are remunerated wholly on the basis of payment by result shall not be paid less than pro rata the minimum adult award wage according to the hours worked.
- (5) Employees under the age of 21 shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award to the minimum adult award wage.
- (6) The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or Jobskill placements or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.
- (7) Liberty to apply is reserved in relation to any special category of employees not included here or otherwise in relation to the application of the minimum adult award wage.
- (8) 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 any period of paid leave and for all purposes of this award.
- (9) Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2011 State Wage order decision. Any increase arising from the insertion of the minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases 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 the minimum wage.
- (10) Adult Apprentices

- (a) Notwithstanding the provisions of this clause, an apprentice, 21 years of age or more, shall not be paid less than \$525.70 per week on and from the commencement of the first pay period on or after 1 July 2011.
- (b) The rate paid in the paragraph above to an apprentice 21 years of age or more is payable on superannuation and during any period of paid leave prescribed by this award.
- (c) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.
- (d) Nothing in this clause shall operate to reduce the rate of pay fixed by the award for an adult apprentice in force immediately prior to 5 June 2003.

## 2. - ARRANGEMENT

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2A. - STATE WAGE PRINCIPLES - JUNE 1991

It is a term of this award, arising from the decision of the Western Australian Industrial Relations Commission in the State Wage Case of June 1991, (the terms of which are set out in Decision No. 704 of 1991) that the Union will not pursue, prior to 14 November 1991, any extra claims, award or over-award, except when consistent with the principles determined by the decision.

3. - SCOPE

This award relates to the industry of persons employed in or in connection with the manufacturing and/or distribution of aerated waters, other soft drinks, fruit juices, cider, cordials and syrups. Provided that it shall not apply to workers bound by the Transport Workers (General) Award No. 10 of 1961 as amended.

4. - AREA

This award shall have effect over the whole of the State of Western Australia.

5. - TERM

The term of this award shall be for a period of one year commencing as from the beginning of the first pay period commencing after the date hereof.

6. - CONTRACT OF SERVICE

- (1) On the first day of engagement an employee shall be notified by the employer or by the employer's representative, whether the duration of his/her employment is expected to exceed one month and, if the employee is hired as a casual employee he/she shall be advised accordingly.
- (2) A contract of service to which this award applies may be terminated in accordance with the provisions of this clause and not otherwise but this subclause does not operate so as to prevent any party to a contract from giving a greater period of notice than is hereinafter prescribed nor to affect an employer's right to dismiss a worker without notice for misconduct, in which case wages shall be paid up to the time of dismissal.
- (3) Subject to the provisions of this clause a party to a contract of service may, on any day, give to the other party the appropriate period of notice of termination of the contract prescribed in subclauses (6) and (7) of this clause and the contract terminates when that period expires.
- (4) In lieu of giving the notice referred to in subclause (3) of this clause an employer may pay the worker concerned his/her ordinary wages for the period of notice to which he/she would otherwise be entitled.
- (5) (a) Where a worker leaves his/her employment –
  - (i) without giving the notice referred to in subclause (3) of this clause; or
  - (ii) having given such notice, before the notice expires;he/she forfeits his/her entitlement to any monies owing to him/her under this award except to the extent that those monies exceed his/her ordinary wages for the period of notice which should have been given.
- (b) In a case to which paragraph (a) of this subclause applies:

- (i) The contract of service shall, for the purposes of this award, be deemed to have terminated at the time at which the worker was last ready, willing and available for work during ordinary hours under the contract; and
  - (ii) The provisions of subclause (3) of this clause shall be deemed to have been complied with if the worker pays to the employer, whether by forfeiture or otherwise an amount equivalent to the worker's ordinary wages for the period of notice which should have been given.
- (6) The period of notice referred to in subclause (3) of this clause is:
- (a) In the case of a casual worker, one hour.
  - (b) In any other case:
    - (i) During the first month of employment under the contract, one day; and
    - (ii) After the first month of such employment, one week.
- (7) An employee shall, for the purpose of this award, be deemed to be a casual employee:
- (a) If the expected duration of the employment is less than one month; or
  - (b) If the notification referred to in subclause (1) of this clause is not given and the employee is dismissed, through no fault of his/her own, within one month of commencing employment.

#### 7. - BREAKDOWNS

The employer shall be entitled to deduct payment for any day or portion of a day upon which the worker cannot be usefully employed because of any strike by the union or unions affiliated with it, or by any other association or union, or through the breakdown of the employer's machinery or any stoppage of work from any cause which the employer cannot reasonably prevent.

#### 8. - HOURS

##### Section A - Hours

- (1) (a) The provisions of this clause apply to all employees to whom this award applies.
- (b) Subject to the provisions of this clause, the ordinary hours of work shall not exceed an average of 38 per week which may be worked on one of the following bases.
  - (i) 38 hours within a work cycle not exceeding seven consecutive days; or
  - (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or
  - (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
  - (iv) 152 hours within a work cycle not exceeding 28 consecutive days.
- (c) The ordinary hours of work may be worked on any or all days of the week, Monday to Friday, inclusive, and except in the case of shift employees, shall be worked between the hours of 6.00am and 6.00pm. Provided that the spread of hours may be altered by agreement between the employer and the majority of employees in the plant or section or sections concerned.

- (d) Where an ordinary shift or shift employee finishes not later than 7.00am on Saturday, such hours on the Saturday shall be deemed to be ordinary hours of employment and shall not be subject to penalty rates.
- (e) The ordinary hours of work shall not exceed ten hours on any day.  
  
Provided that in any arrangement of ordinary working hours, where such ordinary hours are to exceed eight hours on any day, the arrangement of hours shall be subject to the agreement between the employer and the majority of employees in the plant or section or sections concerned.
- (f) The ordinary hours of work shall be consecutive except for a meal interval which shall not exceed 40 minutes nor be less than 20 minutes and be so arranged to, within reason, suit the work requirements.
- (g) During the seasonal period, and notwithstanding subclause (1)(b) an alternative method of working the ordinary hours of employment may be implemented in the plant or section(s) concerned of an establishment provided such implementation is in accordance with subclause (3) of Section B - Implementation of 38 Hour Week of this clause.

#### Section B - Implementation of 38 Hour Week

- (1) Except as provided in subclause (4) hereof, the method of implementation of the 38 hour week may be any one of the following -
  - (a) by employees working less than 8 ordinary hours each day; or
  - (b) by employees working less than 8 ordinary hours on one or more days each week; or
  - (c) by fixing one day of ordinary working hours on which all employees will be off duty during a particular work cycle; or
  - (d) by rostering employees off duty on various days of the week during a particular work cycle so that each employee has one day of ordinary working hours off duty during that cycle.
  - (e) Any day off duty shall be arranged so that it does not coincide with a holiday prescribed in subclause (1) of clause 17 - Holidays of this award.
- (2) In each plant, an assessment should be made as to which method of implementation best suits the business and the proposal shall be discussed with the employees concerned, the objective being to reach agreement on the method of implementation prior to September 15, 1982.
- (3) In the absence of an agreement at plant level, the procedure for resolving special, anomalous or extraordinary problems shall be as follows:
  - (a) Consultation shall take place within the particular establishment concerned.
  - (b) If it is unable to be resolved at establishment level, the matter shall be referred to the State Secretary of the union (or unions) concerned or his deputy, at which level a conference of the parties shall be convened without delay.
  - (c) In the absence of agreement either party may refer the matter to the Western Australian Industrial Commission.
- (4) Different methods of implementation of a 38 hour week may apply to various groups or sections of employees in the plant or establishment concerned.
- (5) Notice of Days Off Duty

Except as provided in subclause (6) hereof, in cases where, by virtue of the arrangement of his ordinary working hours, an employee, in accordance with paragraphs (c) and (d) of subclause (1) hereof, is entitled to a day off duty during his work cycle, such employee shall be advised by the employer at least four weeks in advance of the day he is to take off duty.

- (6) (a) An employer may substitute the day an employee is to take off in accordance with paragraphs (c) and (d) of subclause (1) hereof, for another day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation, provided that the employer shall not substitute more than two such days per year without the consent of the majority of the employees concerned.
- (b) An employer and employee may by agreement substitute the day the employee is to take off for another day.
- (c) An employer and the union may agree in writing to allow an accumulation of days off, such days to be taken at a mutually convenient time.

#### Section C - Procedures for In-Plant Discussions

- (1) Procedures shall be established for in-plant discussions, the objective being to agree on the method of implementing a 38 hour week in accordance with sections A - Hours and B - Implementation of 38 Hour Week of this clause and shall entail an objective review of current practices to establish where improvements can be made and implemented.
- (2) The procedures should allow for in-plant discussions to continue even though all matters may not be resolved by September 15, 1982.
- (3) The procedures should make suggestions as to the recording of understandings reached and methods of communicating agreements and understandings to all employees, including the overcoming of language difficulties.
- (4) The procedures should allow for the monitoring of agreements and understandings reached in-plant.
- (5) In cases where agreement cannot be reached in-plant in the first instance or where problems arise after initial agreements or understandings have been achieved in-plant, a formal monitoring procedure shall apply. The basic steps in this procedure shall be as applies with respect to special, anomalous or extraordinary problems as prescribed in subclause (3) of Section B of this clause.

#### Section D - Provision for Alternative Arrangements

Where by agreement between an employer and the majority of employees in a section or company, arrangements have been made to work an average of less than 38 hours per week, the entitlement to payment under this award shall in all cases be construed to be at the hourly rate achieved by dividing the appropriate rate of pay by the average number of hours on which the arrangement is based.

Entitlements to sick leave, annual leave and long service leave shall be calculated by employing the lesser number of hours agreed by the parties as the average ordinary weekly hours of work.

The employer shall not be deemed to be in breach of the award where the entitlement calculated by the above method is less than that determined by this award for an employee who works 38 hours per week.

### 9. - OVERTIME

- (1) The provisions of this clause shall apply to all employees.
- (2) (a) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

- (b) No union or association party to this award, or employee or employees covered by this award, shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.
- (c) A worker who has completed his usual hours of duty and has left the job and who is recalled to work after the usual ceasing time, shall be paid a minimum of three hours at overtime rates.
- (3) (a) Subject to the provisions of this subclause, all work done beyond the ordinary working hours on any day, Monday to Friday, inclusive, shall be paid for at the rate of time and one-half for the first two hours and double time thereafter.

For the purposes of this subclause, ordinary hours shall mean the hours of work fixed in an establishment in accordance with sections A - Hours, B - Implementation of 38 Hour Week and C - Procedures for In-Plant Discussions of Clause 8 - Hours.

- (b) (i) Work done on Saturdays after 12.00 noon or on Sundays shall be paid for at the rate of double time.
- (ii) Work done on any day prescribed as a holiday under this award shall be paid for at the rate of double time and one-half.
- (c) Work done on Saturdays prior to 12.00 noon shall be paid for at the rate of time and one-half for the first two hours and double time thereafter but this paragraph does not apply in a case to which paragraph (d) of subclause (1) of section A - Hours of clause 8 - Hours applies.
- (d) In computing overtime each day shall stand alone but when an employee works overtime which continues beyond midnight on any day, the time worked after midnight shall be deemed to be part of the previous day's work for the purpose of this subclause.
- (e) Overtime on shift work shall be based on the rate payable for shift work.
- (f) The provisions of this clause do not operate so as to require payment of more than double time rates, and double time and a half on a holiday prescribed under this award for any work.
- (4) An employee required to work overtime for more than two hours without being notified on the previous day or earlier that he will be so required to work shall be supplied with a meal by the employer or be paid \$8.35 for a meal.

If the amount of overtime required to be worked necessitates a second or subsequent meal the employer shall, unless he has notified the employees concerned on the previous day or earlier that such second or subsequent meal will also be required, provide such meals or pay an amount of \$5.85 for each such second or subsequent meal.

No such payments need to be made to employees living in the same locality as their workshop who can reasonably return home for such meals.

If an employee in consequence of receiving such notice has provided himself with a meal or meals and is not required to work overtime, or is required to work less overtime than notified, he shall be paid amounts as prescribed in respect of the meals not then required.

- (5) (a) When overtime is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.
- (b) An employee (other than a casual employee) who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least 10 consecutive hours off duty between those times shall, subject to this paragraph, be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (c) If, on the instructions of their employer, such employee resumes or continues work without having had such 10 consecutive hours off duty, they shall be paid at double rates until they are released from duty for such period and they shall then be entitled to be absent until they have had 10 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, they shall, wherever reasonably practicable, be given 10 consecutive hours off duty before their usual starting time on the next day. If this is not practicable, then the provisions of paragraphs (b) and (c) of this subclause shall apply mutatis mutandis.

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 10 hours when overtime is worked:
  - (i) For the purpose of changing shift rosters; or
  - (ii) Where a shift employee does not report for duty; or
  - (iii) Where a shift is worked by arrangement between the employees themselves.

#### 10. – WAGES

- (1) For employees employed pursuant to this Award by Coca-Cola Bottlers (Perth) Ltd, Cadbury Schweppes Pty Ltd and Pepsi-Seven Up Bottlers Australia Pty Ltd only the minimum weekly rate of pay shall include the base rate plus the supplementary payment per week, operative on and from the commencement of the first pay period on or after 1 July 2011.

	Base Rate \$	Arbitrated Safety Net Adjustments \$	Minimum Rates \$
(a) Production Employee - Grade 1 Shall mean an employee classified as such who is engaged on work in connection with or incidental to the production and distribution operations of the employer and who may be required to regularly carry out any general duties together with the specific duties listed hereunder: Specific Duties - Grade 1 - Employees engaged in bottling or canning line operations who are not in charge of operating machines - Operators of bottle washing machines - Inspecting or sighting empty or full bottles - Stacking cases on pallets - Fruit Juice extracting - General Hand.	385.40	281.70	667.10
(b) Production Employee - Grade 2 Shall mean an employee classified as such who is engaged on work in connection with or incidental to the production and distribution operations of the employer and who in addition to the duties of a Production Employee - Grade 1 may be required to regularly carry out the specific duties listed hereunder  Specific Duties - Grade 2	410.00	281.70	691.70



- Syrup and/or cordial makers mixing recipes or formulae who are not solely responsible for ensuring adherence to quality standards of batches.
- Operators of Filling machines
- Operators of labelling, palletising or depalletising, case packing or unpacking, carton or multi packing machines.
- Employees engaged on routine line testing
- Forklift Driver
- Truck Driver

Provided that drivers who are required to collect money during any week or portion of a week as part of their duties and account for it shall be paid \$4.55 for such a week in addition to the rate of wage prescribed above.

(c)	Production Employee - Grade 3 Shall mean an employee classified as such who is engaged on work in connection with or incidental to the production and distribution operations of the employer and who in addition to the duties of a Production Employee - Grade 2 may be required to regularly carry out the specific duties listed hereunder.	430.50	283.70	714.20
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Specific Duties - Grade 3

- Syrup and/or cordial makers mixing recipes or formulae who are solely responsible for ensuring adherence to quality standards of batches - Operators of bottle washing, filling, labelling, palletising or depalletising, case packing or unpacking, carton or multi packing machines or forklifts who are competent and required to operate at least three such different machines one of which may be a forklift truck. - Driver Forklift carrying truck

(d) Provided that, where an employee will, as a result of the implementation of the new grading structure receive an increase in excess of that allowed by the Structural Efficiency Principle, the additional amounts will be phased in as follows - the increases will be phased in over four equal instalments which will become payable at not less than six monthly intervals - the first instalment will not be available earlier than 23 February, 1990

(2) For all other employees employed pursuant to this Award and not specified in subclause (1) of this clause, the minimum rate shall include the base rate plus the arbitrated safety-net adjustment per week, operative on and from the commencement of the first pay period on or after 1 July 2011.

	Base Rate \$	Arbitrated Safety Net Adjustments \$	Minimum Rates \$
(a) Cordial and/or syrup maker mixing recipe or formulae who is responsible for ensuring that the correct qualities and quantities of ingredients are	392.50	281.70	674.20

included in batches

(b) Filler operator:			
(i) for lines with a rate capacity of under 150 units per minute	378.50	281.70	660.20
(ii) for all other lines	387.30	281.70	669.00
(c) Driver of motor vehicle	387.70	281.70	669.40
<p>Provided that drivers who are required to collect money during any week or portion of a week as part of their duties and account for it shall be paid \$4.25 for such week in addition to the rate of wage prescribed above</p>			
(d) Driver of Fork Lift -			
(i) Less than three months experience	377.00	281.70	658.70
(ii) Thereafter	387.60	281.70	669.30
(e) Employees operating labelling, palletising or de-palletising, case packing or unpacking or carton packing machines	380.60	281.70	662.30
(f) Employees engaged on routine line testing	370.40	281.70	652.10
(g) Employees engaged on bottling or canning line operations including operating bottle washer, removing empty bottles from cases or placing empty bottles on conveyors, sighting, inspecting, filling cases with full bottles and stacking on pallets, fruit juice extracting, cordial and/or syrup room.	362.70	281.70	644.40
(h) All others	357.70	281.70	639.40

(3) Junior Employees:

- (a) Except as provided for in paragraph (b) of this subclause junior employees shall receive the prescribed percentage of the adult rate for the class of work on which they are engaged.

	%
16 years of age and under	50
At 17 years of age	60
At 18 years of age	75
At 19 years of age	90
At 20 years of age	Adult Rates

- (b) Where a person is employed pursuant to this Award by Coca Cola Bottlers (Perth) Ltd or Cadbury Schweppes Pty Ltd and he/she is 20 years of age or less then the rate of wage payable shall be as specified in subclause (1) of this clause according to the appropriate classifications.

(4) Leading Hands:

In addition to the appropriate rate prescribed in this clause a leading hand shall be paid –

(a) If placed in charge of not less than 3 and not more than 10 other employees	\$ Per Week 22.05
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- (b) If placed in charge of more than 10 and not more than 20 other employees 33.90
  - (c) If placed in charge of more than 20 other employees 45.05
- (5) Supplementary payments set out in subclauses (1) and (2) of this clause represent payment in lieu of equivalent overaward payments.

"Overaward Payment" is defined as the amount (whether it be termed "overaward payment", "attendance bonus", "service increment" or any term whatsoever) which an employee would receive in excess of the "award wage" which applied immediately prior to the decision of the Western Australian Industrial Relations Commission dated 24 December 1993 (Application No. 1457/1993) for the classification in which such employee is engaged. Provided that such payment shall exclude overtime, shift allowances, penalty rates, disability allowances, fares and travelling time allowances and any other ancillary payments of a like nature prescribed by this award.

The supplementary payment at each classification level includes an \$8.00 adjustment reflecting the application of the arbitrated safety net adjustment principle enunciated in the State Wage decision of 24 December 1993 (Application No. 1457/1993). Consistent with the requirements of the Principles the \$8.00 safety net adjustment is absorbable to the extent of any equivalent amount in rates of pay - whether overaward, award or industrial agreement - in excess of the minimum rates (classification rate and supplementary payment) prescribed in accordance with the September 1989 State Wage Case decision.

- (6) The rates of pay in this award include arbitrated safety net adjustments available since December 1993, under the Arbitrated Safety Net Adjustment Principle.

These arbitrated safety net adjustments may be offset against any equivalent amount in the rate of pay received by employees since 1 November 1991 above the rate prescribed in the Award, except where such absorption is contrary to the terms of an industrial agreement.

Increases in rates of pay otherwise made under the State Wage Case Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

#### 11. - DELETED

#### 12. - SHIFT WORK

- (1) The provisions of this clause apply to all employees engaged on shift work.
- (2) An employer may work his establishment on shifts but before doing so shall give notice of his intention to the union or unions concerned and of the intended starting and finishing times of ordinary working hours of the respective shifts.
- (3) (a) Where any particular process is carried out on shifts other than day shift, and less than five consecutive afternoon or five consecutive night shifts are worked on that process, then employees employed on such afternoon or night shifts shall be paid at overtime rates.
- Provided that where the ordinary hours of work normally worked in an establishment are worked on less than five days then the provisions of paragraph (a) shall be as if four consecutive shifts were substituted for five consecutive shifts.
- (b) The sequence of work shall not be deemed to be broken under the preceding paragraph by reason of the fact that work on the process is not carried out on a Saturday or Sunday or any other day that the employer observes a shut down for the purpose of allowing a 38 hour week or on any holiday.

- (4) Where a shift commences at or after 11 p.m. on any day, the whole of that shift shall be deemed, for the purposes of this award, to have been worked on the following day.
- (5) A shift employee when on afternoon or night shift shall be paid per shift 15 per cent more than the employee's ordinary rate prescribed by this award.
- (6) When work is performed on any shift other than day shift the ordinary working hours prescribed by clause 8 - Hours, of this award shall be inclusive of a paid meal interval of 20 minutes.

### 13. - PAYMENT OF WAGES

All wages shall be paid weekly.

### 14. - HIGHER DUTIES

A worker who is required to do work which is entitled to a higher rate under this award than that which he usually performs shall be entitled to payment at the higher rate while so employed.

Provided that where a worker is employed on such higher duties for more than two hours such worker shall be paid at the higher rate for the full day.

### 15. - UNDER-RATE WORKERS

- (1) Any worker who by reason of old age or infirmity is unable to earn the minimum wage may be paid such lesser wage as may from time to time be agreed upon in writing between the union and the employer.
- (2) In event of no agreement being arrived at, the matter may be referred to the Board of Reference for determination.
- (3) After application has been made to the Board, and pending the Board's decision, the worker shall be entitled to work for the employer at the proposed lesser rate.

### 16. - ABSENCE THROUGH SICKNESS

- (1) (a) An employee who is unable to attend or remain at his place of employment during the ordinary hours of work by reason of personal ill health or injury shall be entitled to payment during such absence in accordance with the provisions of this clause.

- (i) Employee who actually works 38 ordinary hours each week

An employee whose ordinary hours of work are arranged in accordance with paragraph (a) or (b) of subclause (1) of section B - Implementation of 38 Hour Week of clause 8 - Hours so that he actually works 38 ordinary hours each week shall be entitled to payment during such absence for the actual ordinary hours absent.

- (ii) Employee who works an average of 38 ordinary hours each week

An employee whose ordinary hours of work are arranged in accordance with paragraph (c) or (d) of subclause (1) of section B - Implementation of 38 Hour Week of clause 8 - Hours so that he works an average of 38 ordinary hours each week during a particular work cycle shall be entitled to pay during such absence calculated as follows:

$$\frac{\text{duration of absence}}{\text{ordinary hours normally}} \times \frac{\text{appropriate weekly rate}}{5}$$

worked that day

An employee shall not be entitled to claim payment for personal ill health or injury nor will his sick leave entitlement be reduced if such ill health or injury occurs on the week day he is to take off duty in accordance with paragraph (c) or (d) of subclause (1) of section B - Implementation of 38 Hour Week of clause 8 - Hours.

- (b) Notwithstanding the provisions of paragraph (a) of this subclause an employer may adopt an alternative method of payment of sick leave entitlements where the employer and the majority of his employees so agree.
  - (c) Entitlement to payment shall accrue at the rate of one sixth of a week for each completed month of service with the employer.
  - (d) If in the first or successive years of service with the employer an employee is absent on the ground of personal ill health or injury for a period longer than his entitlement to paid sick leave, payment may be adjusted at the end of that year of service, or at the time the employee's services terminate, if before the end of that year of service, to the extent that the employee has become entitled to further paid sick leave during that year of service.
- (2) The unused portions of the entitlement to paid sick leave in any one year shall accumulate from year to year and subject to this clause may be claimed by the employee if the absence by reason of personal ill health or injury exceeds the period for which entitlement has accrued during the year at the time of the absence. Provided that an employee shall not be entitled to claim payment for any period exceeding ten weeks in any one year of service.
- (3) To be entitled to payment in accordance with this clause the employee shall as soon as reasonably practicable advise the employer of his/her inability to attend for work, the nature of his/her illness or injury and the estimated duration of the absence. Provided that such advice, other than in extraordinary circumstances, shall be given to the employer within 24 hours of the commencement of the absence.

Where practicable notification of absence due to sickness is to be given no later than two hours after the normal start time. In the case of shift workers, where practicable, the notification is to be given prior to the start of normal shift hours.

- (4) The provisions of this clause do not apply to an employee who fails to produce a certificate from a medical practitioner dated at the time of the absence or who fails to supply such other proof of the illness or injury as the employer may reasonably require provided that the employee shall not be required to produce a certificate from a medical practitioner with respect to absences of two days or less unless after two such absences in any year of service the employer requests in writing that the next and subsequent absences in that year, if any, shall be accompanied by such certificate.
- (5) (a) Subject to the provisions of this subclause, the provisions of this clause apply to an employee who suffers personal ill health or injury during the time when he is absent on annual leave and an employee may apply for and the employer shall grant paid sick leave in place of paid annual leave.
- (b) Application for replacement shall be made within seven days of resuming work and then only if the employee was confined to his place of residence or a hospital as a result of his personal ill health or injury for a period of seven consecutive days or more and he produces a certificate from a registered medical practitioner that he was so confined. Provided that the provisions of this paragraph do not relieve the employee of the obligation to advise the employer in accordance with subclause (3) of this clause if he is unable to attend for work on the working day next following his annual leave.
- (c) Replacement of paid annual leave by paid sick leave shall not exceed the period of paid sick leave to which the worker was entitled at the time he proceeded on annual leave and shall not be made with respect to fractions of a day.

- (d) Where paid sick leave has been granted by the employer in accordance with paragraphs (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid sick leave is hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the employee or, failing agreement, shall be added to the employee's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions of clause 17A - Annual Leave.
- (e) Payment for replaced annual leave shall be at the rate of wage applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in clause 17A - Annual Leave shall be deemed to have been paid with respect to the replaced annual leave.
- (6) Where a business has been transmitted from one employer to another and the employee's service has been deemed continuous in accordance with subclause (3) of clause 2 of the Long Service Leave provisions published in volume 60 of the Western Australian Industrial Gazette at pages 1-6, the paid sick leave standing to the credit of the employee at the date of transmission from service with the transmittor shall stand to the credit of the employee at the commencement of service with the transmittor and may be claimed in accordance with the provisions of this clause.
- (7) The provisions of this clause with respect to payment do not apply to employees who are entitled to payment under the Workers' Compensation Act nor to employees whose injury or illness is the result of the employee's own misconduct.
- (8) The provisions of this clause do not apply to casual employees

#### 17. - HOLIDAYS

- (1) (a) The following days or the days observed in lieu shall, subject to clause 7. hereof, be allowed as holidays without deduction of pay, namely, New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in this subclause. Provided further that an employer may substitute Royal Show Day for Sovereign's Birthday in any year.
- (b) When any of the days mentioned in subclause (1)(a) hereof falls on a Saturday or a Sunday, such holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday such holiday shall be observed on the next succeeding Tuesday; in each such case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.
- (2) On any public holiday not prescribed as a holiday under this award the employer's establishment or place of business may be closed in which case a worker need not present himself for duty and payment may be deducted, but if work be done ordinary rates of pay shall apply.
- (3) Where -
  - (a) a day is proclaimed as a whole holiday or as a half-holiday under section 7 of the Public and Bank Holidays Act 1972; and
  - (b) that proclamation does not apply throughout the State or to the metropolitan area of the State,
 

that day shall be a whole holiday or, as the case may be, a half-holiday for the purposes of this award within the district or locality specified in the proclamation.
- (4) All work done on any day prescribed as a holiday under this clause shall be paid for at the rate of double time and a half.
- (5) Casual workers shall not be entitled to receive payment for public holidays prescribed by this clause unless required to work on those days.

17A. - ANNUAL LEAVE

- (1) (a) Except as hereinafter provided a period of four consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer and shall be taken annually by the worker after a period of twelve months' continuous service with that employer.
- (b) Where, pursuant to paragraph (3) of subclause (2) Long Service of the Long Service Leave provisions published in Volume 64 Western Australian Industrial Gazette at pages 1-4, the period of continuous service which a worker has had with the transmittor (including any such service with any prior transmittor) is deemed to be service of the worker with the transmittor then that period of continuous service shall be deemed to be service with the transmittor for the purposes of this subclause.
- (2) (a) Before going on leave a worker shall be paid his ordinary wages as prescribed under Clause 10 - Wages of this award in respect of the ordinary time he would have worked had he not been on leave during the relevant period.
- (b) In addition to his payment for annual leave a worker shall receive a loading of 17.5 percent calculated on his ordinary rate of wage. Provided that where the worker would have received any additional rates for the work performed in ordinary hours, as prescribed by this award, had he not been on leave during the relevant period and such additional rates would have entitled him to a greater amount than the loading of 17.5 percent, then such additional rates shall be added to his ordinary rate of wage in lieu of the 17.5 percent loading. Provided further, that if the additional rates would have entitled him to a lesser amount than the loading of 17.5 percent, then such loading of 17.5 percent shall be added to his ordinary rate of wage in lieu of the additional rates.
- (c) The loading prescribed by this subclause shall not apply to proportionate leave on termination.
- (3) If any prescribed holiday falls within a worker's period of annual leave and is observed on a day which in the case of that worker would have been an ordinary working day there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid.
- (4) Any time in respect of which a worker is absent from work, except time for which he is entitled to claim sick pay or time spent on holidays, annual leave or long service leave as prescribed by this award, shall not count for the purpose of determining his right to annual leave.
- (5) (a) For the purposes of this clause service shall be deemed to be continuous notwithstanding:-
  - (i) the transmission of a business where paragraph (b) of subclause (1) of this clause applies;
  - (ii) any absence from work referred to in subclause (4) of this clause;
  - (iii) any absence from work on account of personal sickness or accident proof whereof shall be upon the worker or on account of leave granted by the employer;
  - (iv) any absence with reasonable cause proof whereof shall be upon the worker but in such a case the worker shall inform the employer in writing, if practicable, within seven days of the commencement of such absence of the nature of the cause.
- (b) Any absence from work by reason of any cause not being a cause specified in paragraph (a) hereof shall not be deemed to break the continuity of service for the purposes of this clause unless the employer during the absence or within fourteen 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.

Such notice may be given to a worker by delivering it to him personally or by posting it to his last known address in which case it shall be deemed to have reached the worker in due course of post or, where a number of workers are absent from work, by posting up a notification in the employer's establishment.

- (c) An absence from duty referred to in this subclause shall not, except as provided in subclause (4) of this clause, be taken into account in calculating the period of twelve months' continuous service.
- (6) (a) A worker whose employment terminates after he has completed a twelve monthly qualifying period and has not been allowed the leave prescribed under this award in respect of that qualifying period shall be given payment in lieu of that leave or, in a case to which subclause (7) of this clause applies, in lieu of so much of that leave as has not been allowed unless -
  - (i) he has been justifiably dismissed for misconduct; and
  - (ii) the misconduct for which he has been dismissed occurred prior to the completion of that qualifying period.
- (b) If after one month's continuous service in any qualifying 12 monthly period, an employee lawfully leaves his employment, or his employment is terminated by the employer through no fault of the employee, the employee shall be paid 2.923 hours' pay at his ordinary rate of wage in respect of each completed week of continuous service.
- (7) In special circumstances and by mutual consent of the employer, the worker and the union concerned, annual leave may be taken in not more than two periods, but neither of such periods shall be less than one week.
- (8) By arrangement between the employer and the worker annual leave may be allowed to accumulate from year to year but where the leave to which a worker is entitled or any portion thereof is allowed to accumulate to meet the convenience of the worker the ordinary wage for that leave shall be the ordinary wage applicable to the worker at the date at which he became entitled to the leave unless the employer agrees in writing that the wage be that applicable at the date the leave commences.
- (9) The provisions of this clause shall not apply to casual workers.

#### 18. - RECORD

- (1) The employer shall keep a record showing -
  - (a) the name of each worker;
  - (b) the nature of his work;
  - (c) the starting and finishing times on each day;
  - (d) the total hours worked;
  - (e) the wages and overtime paid.
- (2) Each worker shall be required to sign the record on receipt of his wages.
- (3) The time and wages record shall be open for inspection by a duly accredited official of the union, during the usual office hours, at the employer's office or other convenient place, and he shall be allowed to take extracts there from. Provided that if for any reason the record be not available when the official calls to inspect it, it shall be made available for inspection within twenty-four hours at the employer's office or other convenient place.



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

#### 19. - PROPORTION OF JUNIORS

- (1) The number of juniors employed in any factory shall not be such as to exceed the proportion of one junior to each three or fraction of three adult workers (excluding truck drivers) in receipt of the minimum rates hereinbefore prescribed for workers other than junior workers.

Notwithstanding the provisions of the preceding subclause, it shall be permissible for each truck driver, if the employer considers it necessary, to have one junior male worker to assist him.

- (2) The number of junior truck drivers shall not be such as to exceed the proportion of one junior truck driver to each five adult truck drivers.

#### 20. - JUNIOR WORKER'S CERTIFICATE

Upon being engaged a junior worker shall establish his full name and date of birth by the production of a record of his registration of birth or by such other means as are satisfactory to the employer.

#### 21. - POSTING OF AWARD AND UNION NOTICES

The employer shall exhibit a copy of this award in a convenient place on his premises, and he shall also provide a notice board for the posting of union notices and information.

#### 22. - PAYMENT OF WAGES - 38 HOUR WEEK

- (1)
  - (a) Each employee shall be paid the appropriate rate shown in Clause 10. - Wages of this award.
  - (b) No deduction shall be made from an employee's wages and entitlements as prescribed by this award unless the employee has authorised such deduction in writing.
  - (c) Subject to subclause (2) of this clause payment shall be pro-rata where less than the full week is worked.

- (2) From the date that a 38 hour week system is implemented by an employer, wages shall be paid as follows:

- (a) Actual 38 ordinary hours

In the case of an employee whose ordinary hours of work are arranged in accordance with paragraph (a) or (b) of subclause (1) of section B - Implementation of 38 Hour Week of clause 8 - Hours so that he works 38 ordinary hours each week, wages shall be paid weekly or fortnightly according to the actual ordinary hours worked each week or fortnight.

- (b) Average of 38 ordinary hours

Subject to subclauses (3) and (4) hereof, in the case of an employee whose ordinary hours of work are arranged in accordance with paragraph (c) or (d) of subclause (1) of section B - Implementation of 38 Hour Week of clause 8 - Hours so that he works an average of 38 ordinary hours each week during a particular work cycle, wages shall be paid weekly or fortnightly according to a weekly average of ordinary hours worked even though more or less than 38 ordinary hours may be worked in any particular week of the work cycle.

SPECIAL NOTE - Explanation of Averaging System

As provided in paragraph (b) of this subclause an employee whose ordinary hours may be more or less than 38 in any particular week of a work cycle, is to be paid his wages on the basis of an average of 38 ordinary hours so as to avoid fluctuating wage payments each week. An explanation of the averaging system of paying wages is set out below:

- (i) Section B - Implementation of 38 Hour Week of clause 8 - Hours in subclause (1) paragraphs (c) and (d) provides that in implementing a 38 hour week the ordinary hours of an employee may be arranged so that he is entitled to a day off, on a fixed day or rostered day basis, during each work cycle. It is in these circumstances that the averaging system would apply.
- (ii) If the 38 hour week is to be implemented so as to give an employee a day off in each work cycle this would be achieved if, during a work cycle of 28 consecutive days (that is, over four consecutive weeks) the employee's ordinary hours were arranged on the basis that for three of the four weeks he worked 40 ordinary hours each week and in the fourth week he worked 32 ordinary hours. That is, he would work for 8 ordinary hours each day, Monday to Friday inclusive for three weeks and 8 ordinary hours on four days only in the fourth week - a total of 19 days during the work cycle.
- (iii) In such a case the averaging system applies and the weekly wage rates for ordinary hours of work applicable to the employee shall be the average weekly wage rates set out, for the employee's classification in clause 10 - Wages of this award, and shall be paid each week even though more or less than 38 ordinary hours are worked that week.

In effect, under the averaging system, the employee accrues a "credit" each day he works actual ordinary hours in excess of the daily average which would otherwise be 7 hours 36 minutes. This "credit" is carried forward so that in the week of the cycle that he works on only four days, his actual pay would be for an average of 38 ordinary hours even though, that week, he works a total of 32 ordinary hours.

Consequently, for each day an employee works 8 ordinary hours he accrues a "credit" of 24 minutes (0.4 hours). The maximum "credit" the employee may accrue under this system is 0.4 hours on 19 days; that is, a total of 7 hours and 36 minutes.

- (iv) As provided in subclause (3) of this clause, an employee will not accrue a "credit" for each day he is absent from duty other than on annual leave, long service leave, holidays prescribed under this award, paid sick leave, workers' compensation or bereavement leave.

(3) Absences from Duty

- (a) An employee whose ordinary hours are arranged in accordance with paragraph (c) or (d) of subclause (1) of section B - Implementation of 38 Hour Week of clause 8 - Hours and who is paid wages in accordance with paragraph (a) of subclause (2) hereof and is absent from duty (other than on annual leave, long service leave, holidays prescribed under this award, paid sick leave, workers' compensation or bereavement leave) shall, for each day he is so absent, lose average pay for that day calculated by dividing his average weekly wage rate by 5.

An employee who is so absent from duty for part of a day shall lose average pay for each hour he is absent by dividing his average daily pay rate by 8.

- (b) Provided when such an employee is absent from duty for a whole day he will not accrue a "credit" because he would not have worked ordinary hours that day in excess of 7 hours 36 minutes for which he would otherwise have been paid. Consequently, during the week of the work cycle he is to work less than 38 ordinary hours he will not be entitled to average pay for that week. In that week, the average pay will be reduced by the amount of the "credit" he does not accrue for each whole day during the work cycle he is absent.

The amount by which an employee's average weekly pay will be reduced when he is absent from duty (other than on annual leave, long service leave, holidays prescribed under this award, paid sick leave, workers' compensation or bereavement leave) is to be calculated as follows:

Total of "credits" not accrued during cycle x average weekly pay  
 ordinary hours normally worked that day 38

Examples

(An employee's ordinary hours are arranged so that he works 8 ordinary hours on five days of each week for 3 weeks and 8 ordinary hours on four days of the fourth week).

- Employee takes one day off without authorisation in first week of cycle.

<u>Week of Cycle</u>	=	<u>Payment</u>
1st week	=	average weekly pay <u>less</u> one day's pay (ie. 1/5th)
2 <sup>nd</sup> and 3 <sup>rd</sup> weeks	=	average weekly pay each week
4 <sup>th</sup> week	=	average pay <u>less</u> credit not accrued on day of absence
	=	average pay <u>less</u> 0.4 hours x $\frac{\text{average weekly pay}}{38}$

- Employee takes each of the 4 days off without authorisation in the 4th week.

<u>Week of Cycle</u>	=	<u>Payment</u>
1 <sup>st</sup> , 2 <sup>nd</sup> and 3 <sup>rd</sup> weeks	=	average pay each week
4 <sup>th</sup> week	=	average pay <u>less</u> 4/5ths of average pay for the four days absent <u>less</u> total of credits not accrued that week
	=	1/5th average pay <u>less</u> 4 x 0.4 hours x $\frac{\text{average weekly pay}}{38}$
	=	1/5th average pay <u>less</u> 1.6 hours x $\frac{\text{average weekly pay}}{38}$

(4) Alternative Method of Payment

An alternative method of paying wages to that prescribed by subclauses (2) and (3) of this clause may be agreed between the employer and the majority of the employees concerned.

(5) Day Off Coinciding with Pay Day

In the event that an employee, by virtue of the arrangement of his ordinary working hours, is to take a day off duty on a day which coincides with pay day, such employee shall be paid no later than the working day immediately following pay day. Provided that, where the employer is able to make suitable arrangements, wages may be paid on the working day preceding pay day.

(6) Payment by Cheque

Where an employer and employee agree, the employee may be paid his wages by cheque.

(7) Termination of Employment

An employee who lawfully leaves his employment or is dismissed for reasons other than misconduct shall be paid all moneys due to him at the termination of his service with the employer.

Provided that in the case of an employee whose ordinary hours are arranged in accordance with paragraph (c) or (d) of subclause (1) of section B - Implementation of 38 Hour Week of clause 8 - Hours and who is paid average pay and who has not taken the day off due to him during the work cycle in which his employment is terminated, the wages due to that employee shall include a total of credits accrued during the work cycle as detailed in the Special Note following paragraph (b) of subclause (2) of this clause.

Provided further, where the employee has taken a day off during the work cycle in which his employment is terminated, the wages due to that employee shall be reduced by the total of credits which have not accrued during the work cycle.

(8) Details of Payments to be Given

Where an employee requests his employer to state in writing with respect to each week's wages the amount of wages to which he is entitled, the amount of deduction made therefrom, the net amount being paid to him, and the number of hours worked, the employer shall do so not less than two hours before the employee is paid.

(9) Calculation of Hourly Rate

Except as provided in subclause (3) of this clause the ordinary rate per hour shall be calculated by dividing the appropriate weekly rate by 38.

### 23. - PROTECTIVE EQUIPMENT

(1) Workers required to consistently work in places where rubber boots and rubber aprons are necessary shall be supplied with same by the employer, and if lost by the worker, or not returned to the employer on the termination of the employment, the cost of same shall be deducted from the worker's wages.

(2) Suitable protective gloves shall be available to employees working on bottling machines or required to bring their hands in contact with broken glass.

(3) Where workers are required by the employer to wear special clothing supplied by the employer then the responsibility for the laundering of such special clothing rests with the worker.

### 24. - FIRST AID KIT

Adequate first aid equipment shall be provided in all establishments.

### 25. - RIGHT OF ENTRY

Consistent with the terms of the Labour Relations Legislation Amendment Act 1997 and S.23(3)(c)(iii) of the Industrial Relations Act a representative of the Union shall not exercise the rights under this clause with respect to entering any part of the premises of the employer unless the employer is the employer, or former employer of a member of the Union.

(1) Accredited representatives of the union shall be permitted to interview the workers on the business premises of the employer during non-working times or meal breaks.

- (2) In the case of a dispute between the union and an employer which is likely to lead to a cessation of work or to an application to the Commission and which involves the inspection of workers or of machines in the process of production on which such workers are engaged, such union representatives shall have the right of inspection at any time during which the workers or machines concerned are working, but this permission shall not be exercised without the consent of the employer more than once in any one week.
- (3) Provided that the duly accredited representative shall notify the employer beforehand of his intention to exercise his rights under this clause.

#### 26. - NO REDUCTION

Nothing in this award shall entitle an employer to reduce the wage of any worker who at the date of this award was being paid a higher rate of wage than the minimum prescribed for his class of work.

#### 27. - PREFERENCE TO UNIONISTS

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

#### 28. - LONG SERVICE LEAVE

The long service leave provisions set out in Volume 59 of the Western Australian Industrial Gazette at pages one to six inclusive are hereby incorporated in and shall be deemed to be part of this award.

#### 29. - CASUAL WORKERS

Any worker employed as a casual worker, in accordance with Clause 6. - Contract of Service of this award shall receive twenty per cent in addition to the rate specified for his/her class of work performed.

#### 30. - BEREAVEMENT LEAVE

A worker shall, on the death within Australia of a wife, husband, de-facto wife or de-facto husband, father, father-in-law, mother, mother-in-law, brother, sister, child or stepchild, be entitled on notice of leave up to and including the day of the funeral of such relation and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the worker in two ordinary working days. Proof of such death shall be furnished by the worker to the satisfaction of his employer.

Provided that payment in respect of bereavement leave is to be made only where the worker otherwise would have been on duty and shall not be granted in any case where the worker concerned would have been off duty in accordance with his roster, or on long service leave, annual leave, sick leave, worker's compensation, leave without pay or on a public holiday.

#### 31. - LOCATION ALLOWANCES

Subject to the provisions of this clause, in addition to the rates prescribed in the wages clause of this award, an employee shall be paid the following weekly allowances when employed in the towns prescribed hereunder. Provided that where the wages are prescribed as fortnightly rates of pay, these allowances shall be shown as fortnightly allowances.

TOWN

PER WEEK

Agnew

\$19.70

Argyle	\$52.20
Balladonia	\$20.10
Barrow Island	\$34.00
Boulder	\$8.30
Broome	\$31.50
Bullfinch	\$9.20
Carnarvon	\$16.20
Cockatoo Island	\$34.60
Coolgardie	\$8.30
Cue	\$20.20
Dampier	\$27.40
Denham	\$16.20
Derby	\$32.80
Esperance	\$5.80
Eucla	\$22.00
Exmouth	\$28.70
Fitzroy Crossing	\$39.70
Goldsworthy	\$17.10
Halls Creek	\$45.80
Kalbarri	\$6.90
Kalgoorlie	\$8.30
Kambalda	\$8.30
Karratha	\$32.80
Koolan Island	\$34.60
Koolyanobbing	\$9.20
Kununurra	\$52.20
Laverton	\$20.10
Learmonth	\$28.70
Leinster	\$19.70
Leonora	\$20.10
Madura	\$21.10
Marble Bar	\$50.40
Meekatharra	\$17.40
Mount Magnet	\$21.70
Mundrabilla	\$21.60
Newman	\$18.90
Norseman	\$17.20
Nullagine	\$50.30
Onslow	\$34.00
Pannawonica	\$25.60
Paraburdoo	\$25.40
Port Hedland	\$27.30
Ravensthorpe	\$10.40
Roebourne	\$37.80
Sandstone	\$19.70
Shark Bay	\$16.20
Shay Gap	\$17.10
Southern Cross	\$9.20
Telfer	\$46.50
Teutonic Bore	\$19.70

Tom Price	\$25.40
Whim Creek	\$32.50
Wickham	\$31.50
Wiluna	\$19.90
Wittenoom	\$44.60
Wyndham	\$49.00

- (2) Except as provided in subclause (3) of this clause, an employee who has:
- (a) a dependent shall be paid double the allowance prescribed in subclause (1) of this clause;
  - (b) a partial dependent shall be paid the allowance prescribed in subclause (1) of this clause plus the difference between that rate and the amount such partial dependent is receiving by way of a district or location allowance.
- (3) Where an employee:
- (a) is provided with board and lodging by his/her employer, free of charge; or
  - (b) is provided with an allowance in lieu of board and lodging by virtue of the award or an order or agreement made pursuant to the Act;
- such employee shall be paid 66  $\frac{2}{3}$  per cent of the allowances prescribed in subclause (1) of this clause.
- The provisions of paragraph (b) of this subclause shall have effect on and from the 24th day of July, 1990.
- (4) Subject to subclause (2) of this clause, junior employees, casual employees, part time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.
- (5) Where an employee is on annual leave or receives payment in lieu of annual leave he/she shall be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.
- (6) Where an employee is on long service leave or other approved leave with pay (other than annual leave) he/she shall only be paid location allowance for the period of such leave he/she remains in the location in which he/she is employed.
- (7) For the purposes of this clause:
- (a) "Dependant" shall mean -
    - (i) a spouse or defacto partner; or
    - (ii) a child where there is no spouse or defacto partner;

who does not receive a location allowance or who, if in receipt of a salary or wage package, receives no consideration for which the location allowance is payable pursuant to the provisions of this clause.
  - (b) "Partial Dependant" shall mean a "dependent" as prescribed in paragraph (a) of this subclause who receives a location allowance which is less than the location allowance prescribed in subclause (1) of this clause or who, if in receipt of a salary or wage package, receives less than a full consideration for which the location allowance is payable pursuant to the provisions of this clause.

- (8) Where an employee is employed in a town or location not specified in this clause the allowance payable for the purpose of subclause (1) of this clause shall be such amount as may be agreed between Australian Mines and Metals Association, the Chamber of Commerce and Industry of Western Australia and the Trades and Labor Council of Western Australia or, failing such agreement, as may be determined by the Commission.
- (9) Subject to the making of a General Order pursuant to s.50 of the Act, that part of each location allowance representing prices shall be varied from the beginning of the first pay period commencing on or after the 1st day in July of each year in accordance with the annual percentage change in the Consumer Price Index (excluding housing), for Perth measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.

### 32. - MATERNITY LEAVE

(1) Eligibility for Maternity Leave

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

For the purposes of this clause:

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

(2) Period of Leave and Commencement of Leave

- (a) Subject to subclauses (3) and (6) hereof, the period of maternity leave shall be for an unbroken period of from 12 to 52 weeks and shall include a period of six weeks' compulsory leave to be taken immediately before the presumed date of confinement and a period of six weeks' compulsory leave to be taken immediately following confinement.
- (b) A worker shall, not less than 10 weeks prior to the presumed date of confinement, give notice in writing to her employer stating the presumed date of confinement.
- (c) A worker shall give not less than four weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave, stating the period of leave to be taken.
- (d) A worker shall not be in breach of this order as a consequence of failure to give the stipulated period of notice in accordance with paragraph (c) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

(3) Transfer to a Safe-Job

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

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

(4) Variation of Period of Maternity Leave



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

(5) Cancellation of Maternity Leave

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

(6) Special Maternity Leave and Sick Leave

- (a) Where the pregnancy of a worker not then on maternity leave terminates after 28 weeks other than by the birth of a living child then -
  - (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, or
  - (ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work
- (b) Where a worker 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) A worker returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of a worker who was transferred to a safe job pursuant to subclause (3), to the position she held immediately before such transfer.

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

(7) Maternity Leave and Other Leave Entitlements

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

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

(8) Effect of Maternity Leave on Employment

Notwithstanding any award, or other provision to the contrary, absence on maternity leave shall not break the continuity of service of a worker but shall not be taken into account in calculating the period of service for any purpose of the award.

(9) Termination of Employment

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

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

(10) Return to Work After Maternity Leave

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

(b) A worker, upon the expiration of the notice required by paragraph (a) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of a worker who was transferred to a safe job pursuant to subclause (3), to the position which she held immediately before such transfer. Where such position no longer exists but there are other positions available for which the worker is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

(11) Replacement Workers

(a) A replacement worker is a worker specifically engaged as a result of a worker proceeding on maternity leave.

(b) Before an employer engages a replacement worker under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the worker who is being replaced.

(c) Before an employer engages a person to replace a worker temporarily promoted or transferred in order to replace a worker exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the worker who is being replaced.

(d) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement worker.

(e) A replacement worker shall not be entitled to any of the rights conferred by this clause except where her employment continues beyond the twelve months' qualifying period.

### 33. - PART-TIME WORKERS

(1) A part-time worker may be engaged on a weekly contract in accordance with Clause 6. - Contract of Service of this award to work a regularly rostered number of hours each week. Provided that a part-time worker shall not be rostered to work less than two days or 16 hours per week.

(2) A part-time worker shall be paid a weekly rate calculated pro rata to the class of work on which the worker is engaged in the proportion which the worker's hours of work bear to 38.

- (3) Part-time workers shall be entitled to payment for annual leave, public holidays, long service leave and sick leave on a pro rata basis in the same proportion as the number of hours worked per week bears to 38.
- (4) The hours of part-time workers shall not be altered without their agreement or the giving of one week's notice.

#### 34. - SUPERANNUATION

The superannuation provisions contained herein operate subject to the requirements of the hereinafter prescribed provision titled - Compliance, Nomination and Transition.

- (1) Employer Contributions:
  - (a) An employer shall contribute 9% of ordinary time earnings per eligible employee into one of the following Approved Superannuation Funds:
    - (i) Westscheme; or
    - (ii) an exempted Fund allowed by subclause (4) of this clause.
  - (b) Except where the Trust Deed provides otherwise employer contributions shall be paid on a monthly basis for each week of service that the eligible employee completes with the employer.
  - (c) No contributions shall be made for periods of unpaid leave, or unauthorised absences in excess of 38 ordinary hours or for periods of workers' compensation in excess of 52 weeks. No contributions shall be made in respect of annual leave paid out on termination or any other payments on terminations.
- (2) Fund Membership:
  - (a) Contributions in accordance with subclause (1) - Employer Contributions of this clause, shall be calculated by the employer on behalf of each employee from the date one month after the employee commences employment, unless the employee fails to return a completed application to join the Fund and the employer has complied with the following:
    - (i) the employer shall provide the employee with an application to join the Fund and documentation explaining the Fund within one week of employment commencing.
    - (ii) If the employee fails to return to the employer a completed application to join the Fund within two weeks of receipt, the employer shall send to the employee by certified mail, a letter setting out relevant superannuation information, the letter of denial set out in subclause (6) of this clause and an application to join the Fund.
    - (iii) Where the employee completes and returns the letter of denial, no contribution need be made on that employee's behalf.
    - (iv) Where the employee completes and returns neither the application to join the Fund nor the letter of denial within one week of postage, the employer shall advise either the Union or the Fund Administrator in writing of the employee's failure to return the completed form.
    - (v) From two weeks following the employer's advice pursuant to paragraph (iv) should the employee not have returned the completed form the employer shall be under no obligation to make superannuation payments on behalf of that employee.

Provided that if at any time an employee returns a signed application form, notwithstanding a previous failure to return such form or the return of a letter of

denial, the employer shall make contributions on behalf of that employee from the date of return of the signed application form.

- (b) Part-time employees shall not be entitled to receive the employer contribution mentioned in subclause (1) - Employer Contributions of this clause, unless they work a minimum of 12 hours per week.
- (c) Casual employees who are employed for 32 consecutive working days or less shall not be entitled to the benefits of this clause.

(3) Definitions:

"Approved Fund" shall mean any Fund which complies with the Australian Government's Operational Standards for Occupational Superannuation.

"Ordinary time earnings" shall mean the salary, wage or other remuneration regularly received by the employee in respect of the time worked in ordinary hours and shall include shift work penalties, payments which are made for the purpose of District or Location Allowances or any other rate paid for all purposes of the award to which the employee is entitled for ordinary hours of work. Provided that "ordinary time earnings" shall not include any payment which is for vehicle allowances, fares or travelling time allowances (including payments made for travelling related to distant work), commission or bonus.

(4) Exemptions:

Exemptions from the requirements of this clause shall apply to an employer who at the date of this Order:

- (a) was contributing to a Superannuation Fund, in accordance with an Order of an industrial tribunal; or
- (b) was contributing to a Superannuation Fund, in accordance with an Order or Award of an industrial tribunal, for a majority of employees and makes payment for employees covered by this award in accordance with that Order or Award; or
- (c) subject to notification to the Union, was contributing to a Superannuation Fund for employees covered by this award where such payments are not made pursuant to an Order of an industrial tribunal; or
- (d) was not contributing to a Superannuation Fund for employees covered by this award; and
  - (i) written notice of the proposed alternative Superannuation Fund is given to the Union; and
  - (ii) contributions and benefits of the proposed alternative Superannuation Fund are no less than those provided by this clause; and
  - (iii) within one month of the notice prescribed in paragraph (i) being given, the Union has not challenged the suitability of the proposed Fund by notifying the Western Australian Industrial Relations Commission of a dispute.

(5) Operative Date:

This clause shall operate from the beginning of the first pay period commencing on or after the 1st day of July, 1989.

(6) Letter of Denial:

The letter of denial shall be in the following form:

"To (employer)

I have received an application for membership of the non-contributory Superannuation Fund and understand:

- (1) that should I sign such form you will make contributions on my behalf; and
- (2) that I am not required to make contributions of my own; and
- (3) that no deductions will be made from my wages for superannuation without my consent.

However, I do not wish to be a member of the Fund or have contributions made on my behalf.

(Signature)

(Name)

(Address)

(Classification)

(Date)"

#### Compliance, Nomination and Transition

Notwithstanding anything contained elsewhere herein which requires that contribution be made to a superannuation fund or scheme in respect of an employee, on and from 30 June 1998 -

- (a) Any such fund or scheme shall no longer be a complying superannuation fund or scheme for the purposes of this clause unless -
  - (i) the fund or scheme is a complying fund or scheme within the meaning of the Superannuation Guarantee (Administration) Act 1992 of the Commonwealth; and
  - (ii) under the governing rules of the fund or scheme, contributions may be made by or in respect of the employee permitted to nominate a fund or scheme;
- (b) The employee shall be entitled to nominate the complying superannuation fund or scheme to which contributions are to be made by or in respect of the employee;
- (c) The employer shall notify the employee of the entitlement to nominate a complying superannuation fund or scheme as soon as practicable;
- (d) A nomination or notification of the type referred to in paragraphs (b) and (c) of this subclause shall, subject to the requirements of regulations made pursuant to the Industrial Relations Legislation Amendment and Repeal Act 1995, be given in writing to the employer or the employee to whom such is directed;
- (e) The employee and employer shall be bound by the nomination of the employee unless the employee and employer agree to change the complying superannuation fund or scheme to which contributions are to be made;
- (f) The employer shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by an employee;

Provided that on and from 30 June 1998, and until an employee thereafter nominates a complying superannuation fund or scheme -

- (g) if one or more complying superannuation funds or schemes to which contributions may be made be specified herein, the employer is required to make contributions to that fund or scheme, or one of those funds or schemes nominated by the employer;

or

- (h) if no complying superannuation fund or scheme to which contributions may be made be specified herein, the employer is required to make contributions to a complying fund or scheme nominated by the employer.

### 35. - SEASONAL WORKERS

- (1) "Seasonal Worker" means a worker specifically employed to assist with the seasonal production requirements of the employer's business.
- (2) A seasonal worker may only be employed during the period September through to Easter and shall be notified by the employer at the time of his/her employment of the expected duration of employment.
- (3) An employer shall engage a seasonal worker in addition to and not in replacement for current permanent workers employed at the establishment pursuant to this Award.
- (4) The terms and conditions of employment of a seasonal worker shall be in accordance with Clause 6. - Contract of Service of this Award.
- (5) A seasonal worker who is re-employed by the employer within one calendar year of the employee's previous termination from the employer shall have their previous service taken into account, as though their continuity of service had not been broken in respect of the following entitlements only:
  - (a) Sick leave for the purposes of Clause 16. - Absence Through Sickness of this Award.
  - (b) Long service leave entitlement for the purposes of Clause 28. - Long Service Leave of this Award.
  - (c) Superannuation entitlements in accordance with this Award.
- (6) A seasonal worker cannot be employed beyond the period specified in subclause (2) of this clause except where employed as a permanent worker. Where a seasonal worker is employed as a permanent worker the employer shall have the employee's previous service taken into account in accordance with subclause (5) of this clause and previous service shall include in addition the time worked in the seasonal period immediately preceding his/her appointment as a permanent worker.
- (7) This clause does not apply to persons employed pursuant to this Award at Cadbury Schweppes Pty Ltd, Coca Cola Bottlers (Perth) Ltd, Weaver and Lock Distributors Pty Ltd or Weaver and Lock Beverages Pty Ltd.

### 36. - AWARD MODERNISATION AND ENTERPRISE CONSULTATION

- (1) The parties to this award are committed to co-operating positively to increase the efficiency and productivity of the industry to enhance the career opportunities and job security of employees in the industry.
- (2) At each plant or enterprise a consultative mechanism may be established by the employer, or shall be established upon request by the employees or their union. The consultative mechanism and procedure shall be appropriate to the size, structure and needs of that plant or enterprise.

- (3) Where a consultative committee is established, it will be free to address any matter which is consistent with the objectives of subclause (1) of this clause.
- (4) Discussions that take place will have regard to the following requirements:
  - (a) the changes sought shall not affect provisions reflecting state standards;
  - (b) the majority of employees affected by the change at the plant or enterprise must genuinely agree to the change;
  - (c) any agreement shall not, in the context of a total package, provide for a set of conditions of a lesser standard than that provided by the award and no employee shall have a lesser income as a result of the conditions provided for in such agreement;
  - (d) the Union must be party to any agreement which affects the wages and/or conditions of employment of employees;
  - (e) the union shall not unreasonably oppose any agreement;
  - (f) any agreements relating to award matters shall be subject to approval by the Western Australian Industrial Relations Commission and, if approved, shall operate as a schedule to this award and take precedence over any provision of this award to the extent of any inconsistency;
  - (g) if agreement cannot be reached on a particular issue, then the matter may be referred to the Western Australian Industrial Relations Commission for determination.

#### APPENDIX - RESOLUTION OF DISPUTES REQUIREMENT

- (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) Subject to this appendix, and in addition to any current arrangements the following procedures shall apply in connection with questions, disputes or difficulties arising under this award/industrial agreement.
  - (a) The persons directly involved, or representatives of person/s directly involved, shall discuss the question, dispute or difficulty as soon as is practicable.
  - (b)
    - (i) If these discussions do not result in a settlement, the question, dispute or difficulty shall be referred to senior management for further discussion.
    - (ii) Discussions at this level will take place as soon as practicable.
- (3) The terms of any agreed settlement should be jointly recorded.
- (4) Any settlement reached which is contrary to the terms of this award/industrial agreement shall not have effect unless and until that conflict is resolved to allow for it.
- (5) Nothing in this appendix shall be read so as to exclude an organisation party to or bound by the award/industrial agreement from representing its members.
- (6) Any question, dispute or difficulty not settled may be referred to the Western Australian Industrial Relations Commission provided that with effect from 22 November 1997 it is required that persons involved in the question, dispute or difficulty shall confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Commission..



SCHEDULE A - PARTIES TO THE AWARD

The following organisation is a party to this award:

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

SCHEDULE B - RESPONDENTS

Coca - Cola Bottlers, Perth  
19-21 Miles Road  
KEWDALE WA 6105

Cottees General Foods Ltd  
3 Miles Road  
KEWDALE WA 6105

Cadbury Schweppes Pty Ltd  
363 Scarborough Beach Road  
OSBORNE PARK WA 6017

Mildura Fruit Juices Pty Ltd  
19 Drake Street  
OSBORNE PARK WA 6017

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

### AERATED WATER AND CORDIAL MANUFACTURING INDUSTRY AWARD 1975 AWARD NO 10 OF 1975

Delivered 02/05/72 at 55 WAIG 548

Consolidated s93(6) at 71 WAIG 498

Consolidated s93(6) 05/12/94 at 75 WAIG 205

Consolidated s93(6) 11/04/00 at 80 WAIG 1996

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
<b>1. Title</b>				
(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)				
	Del. Cl.	609/99	06/07/99	79 WAIG 1847
<b>1B. Minimum Adult Award Wage</b>				
	Ins. 1B	940/97	14/11/97	77 WAIG 3177
	Cl.	1097/98	20/07/98	79 WAIG 83

Min Wage Rate & text(2),(3),(5), (8).	609/99	01/08/99	79 WAIG 1847
Cl	654/00	01/08/00	80 WAIG 3379
Cl	752/01	01/08/01	81 WAIG 1721
Cl.	797/02	01/08/02	82 WAIG 1369
Cl.	569/03	5/06/03	83 WAIG 1899 & 1939
(9)	1197/03	1/11/03	82 WAIG 3537
Cl.	579/04	04/06/04	84 WAIG 1521
Cl.	576/05	07/07/05	85 WAIG 2089 & 2111
Cl.	957/05	07/07/06	86 WAIG 1631 & 1667
Cl.	1/07	01/07/07	87 WAIG 1487 & 1527
Cl	115/07	01/07/08	88 WAIG 773 & 803
Cl	1/09	01/10/09	89 WAIG 735 & 1214
Cl	2/10	01/07/10	90 WAIG 568 & 750
Cl	2/11	01/07/11	UnreportedSWC

## 2. Arrangement

2A - Title; Ins. 36	1042/91	05/11/91	72 WAIG 97
Ins. 1A	1752/91	31/01/92	72 WAIG 191
Del. Sch. Resp., Ins. Sch. A & Sch. B	536/93	05/05/93	73 WAIG 1635
1A. Title	1457/93	24/12/93	74 WAIG 198
1A. Title	985/94	30/12/94	75 WAIG 23
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
Del. 1A.	609/99	06/07/99	79 WAIG 1847

## (2A. State Wage Principles - September 1988)

Ins clause	964/88	11/04/89	69 WAIG 1484
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Delete cl.	1940/89	8/9/89	69 WAIG 2913
(2A. State Wage Principles - September 1989)			
Cl. & Title;	1042/91	05/11/91	72 WAIG 97
<b>2A. State Wage Principles - June 1991</b>			
<b>3. Scope</b>			
<b>4. Area</b>			
<b>5. Term</b>			
<b>6. Contract of Service</b>			
<b>7. Breakdowns</b>			
<b>8. Hours</b>			
<b>9. Overtime</b>			
(4)	1318/96	12/11/96	76 WAIG 4976
(4)	658/00	7/12/00	81 WAIG 254
(4)	1044/01	8/1/02	82 WAIG 232
(4)	998/02	28/01/03	83 WAIG 472
(4)	677/03	11/05/05	85 WAIG 1089
<b>10. Wages</b>			
(2)	1144/91	30/04/91	71 WAIG 2819
(2)	1308/91	30/10/91	71 WAIG 2818
Cl.	1042/91	05/11/91	72 WAIG 97
Cl.	317/92	30/04/92	71 WAIG 1075
Cl.	1539/93	15/02/94	74 WAIG 604
(1) & (2); Ins. (6)	1104/94	25/05/95	75 WAIG 2557
(2) Corr. Order	1104/94	25/05/95	75 WAIG 2558

(1) ,(2), & (6)	307/96	30/05/96	76 WAIG 2388
(4)	1318/96	12/11/96	76 WAIG 4976
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
Cl. 1 - date	940/97	14/11/97	77 WAIG 3177
(1), (2), (4) & (6)	1097/98	20/07/98	79 WAIG 83
(1) – rates, Ins. (9).	609/99	01/08/99	79 WAIG 1847
(1)(b), (2)(c) & (4)(a),(b) & (c)	884/99	27/08/99	79 WAIG 3026
Cl	654/00	01/08/00	80 WAIG 3379
(1)(b), (2)(c), (4)(a),(b) & (c)	658/00	7/12/00	81 WAIG 254
Cl	752/01	01/08/01	81 WAIG 1721
(1)(b), (2)(c), (4)(a),(b) & (c)	1044/01	8/1/02	82 WAIG 232
(1), (2)	797/02	01/08/02	82 WAIG 1369
(1)(b), (2)(c), (4)(a), (b) & (c)	998/02	28/01/03	83 WAIG 472
Cl.	569/03	5/06/03	83 WAIG 1899 & 1939
Cl.	570/04	04/06/04	84 WAIG 1521
(1)(b), (2)(c), (4)	677/03	11/03/05	85 WAIG 1089
Cl.	576/05	07/07/05	85 WAIG 2089 & 2111
(1) (b); (2) (c)	604/05	01/07/05	86 WAIG 286
Cl.	957/05	07/07/06	86 WAIG 1631 & 1667
Corrigendum (4)	957/05	07/07/06	87 WAIG 1453
Cl.	1/07	01/07/07	87 WAIG 1487 & 1527
Cl	115/07	01/07/08	88 WAIG 773 & 803
Cl	1/09	01/10/09	89 WAIG 735 & 1214
Cl	2/10	01/07/10	90 WAIG 568 & 750
Cl	2/11	01/07/11	UnreportedSWC

(11. Female Employment)

Title deleted	150/82	15/09/82	62 WAIG 2541
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**11. Deleted**

**12. Shift Work**

**13. Payment of Wages**

**14. Higher Duties**

**15. Under Rate Workers**

**16. Absence Through Sickness**

(17. Holidays and Annual Leave.)

Title del.by	723/77	24/11/78	58 WAIG 1498
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**17. Holidays**

**17A. Annual Leave**

**18. Record**

Ins text.	491/98	16/04/98	78 WAIG 1471
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**19. Proportion of Juniors**

**20. Junior Worker's Certificate**

**21. Posting of Award and Union Notices**

(22. Board of Reference )

Deleted by	150/82	03/09/82	62 WAIG 2541
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**22. Payment of Wages - 38 Hour Week**

**23. Protective Equipment**

**24. First Aid Kit**

**25. Right of Entry**



Insert preamble	2053/97	22/11/97	77 WAIG 3138
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**26. No Reduction**

**27. Preference to Unionists**

Deleted by	Section 1984	88(3)	
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**28. Long Service Leave**

**29. Casual Workers**

**30. Bereavement Leave**

(31. District Allowance)

Ins cl.	723/77	24/11/78	58 WAIG 1498
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Delete title	G.O.294/77 319-321/77 529/79	23/06/80	60 WAIG 1141
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**31. Location Allowances**

(1)	1049/91	01/07/91	71 WAIG 2753
Cl.	851/92	01/07/92	72 WAIG 2498
Cl.	943/93	01/07/93	73 WAIG 1989
Cl.	714/94	01/07/94	74 WAIG 1869
Cl.	641/95	01/07/95	75 WAIG 2125
Cl.	911/96	01/07/96	76 WAIG 3365
Cl.	1400/97	01/07/97	77 WAIG 2547
Cl.	975/98	01/07/98	78 WAIG 2999
Cl.	690/99	01/07/99	79 WAIG 1843
Cl.	1050/00	01/08/00	80 WAIG 3153
Cl.	718/01	01/08/01	81 WAIG 1559
Cl.	686/02	01/07/02	82 WAIG 1185
Cl.	570/03	01/07/03	83 WAIG 1657
Cl.	696/04	01/07/04	84 WAIG 2145
Cl.	458/05	01/07/05	85 WAIG 1893

Cl.	59/06	01/07/06	86 WAIG 1471
Cl.	53/07	01/07/07	87 WAIG 2435
Cl.	9/08	01/07/08	88 WAIG 689
Cl.	24/09	01/07/09	89 WAIG 729
Corr. Order Schedule B (7)(a)(i)&(ii)	24/09	01/07/09	89 WAIG 2483
Cl.	117/10	01/07/10	90 WAIG 561

### **32. Maternity Leave**

### **33. Part-Time Workers**

### **34. Superannuation**

Ins. Text	599/98	30/06/98	78 WAIG 2559
(1)(a)	998/02	28/01/03	83 WAIG 472

### **35. Seasonal Workers**

### **36. Award Modernisation and Enterprise Consultation**

Ins. Cl.	1042/91	05/11/91	72 WAIG 97
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### **Appendix - Resolution of Disputes Requirement**

Ins. Appendix	693/96	16/07/96	76 WAIG 2768
(1),(6), Del. (7)	2053/97	22/11/97	77 WAIG 3079

### **Schedule A - Parties to the Award**

Ins. Sch.	536/93	05/05/93	73 WAIG 1635
Rename Sch.	536/93	05/05/93	73 WAIG 1635
Text	884/99	27/08/99	79 WAIG 3026
Del.text	658/00	7/12/00	81 WAIG 254

### **Schedule B - Respondents**

Respondent deleted	No. 76/80 Pts 29, 55, 92, 151, 162, 164, 174, 175, 177, 178, 179 & 181	18/04/97	77 WAIG 1260
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(Reduction in Wage Rates for Junior Employees and Apprentices)

inserted by G.O.	69/85	04/07/85	65 WAIG 1331
deleted by G.O.	1333/87	16/12/87	68 WAIG 385

**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