

# Air Conditioning and Refrigeration Industry (Construction and Servicing) Award No. 10 of 1979

## 1. - TITLE

This award shall be known as the "Air Conditioning and Refrigeration Industry (Construction and Servicing) Award No. 10 of 1979" and replaces the several awards, industrial agreements and orders with respect to construction work and servicing as set out in the first schedule.

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## 3. - AREA AND SCOPE

This award applies throughout the State of Western Australia to employees employed by the respondents in any calling mentioned in clause 29. - Wages of this award.

- (1) On work as carried out by employees in those callings at the date of this award on site in or in connection with -

- (a) the construction of a large industrial undertaking or any large civil engineering project;
- (b) the construction or erection of any multi-storey building; or
- (c) the construction, erection or alteration of any other building, structure, or civil engineering project,

in the installation of industrial and commercial air conditioning and refrigeration systems but not packaged units; or

- (2) To service and repair those systems other than on the business premises, factory or workshop of the employer.

#### 4. - TERM

The term of this award shall be for a period of six months from the beginning of the first pay period to commence on or after the 25th day of July, 1979 but, subject to the provisions of clause 29. - Wages, the rates therein prescribed and the allowances in clause 18. - Allowance for Travelling and Employment in Construction Work, shall apply with respect to "ordinary time" as from the beginning of the first pay period to commence on or after the 15th day of June, 1979.

#### 5. - DEFINITIONS

- (1) "Cadet" means -
  - (a) An employee who is appointed by an employer bound by this award solely for the purpose of being trained for an administrative or supervisory position (not being a supervisory position to which this award applies) in the employer's business; and
  - (b) an employee who is a full time student at a university, school of mines or technical college and who is employed during vacations by an employer bound by this award solely for the purpose of giving the student practical experience necessary for the completion of his/her course of study.
- (2) "Casual worker" means an employee engaged and paid as such.
- (3) "Construction work" means work on site in or in connection with -
  - (a) the construction of a large industrial undertaking or any large civil engineering project;
  - (b) the construction or erection of any multi-storey building; and
  - (c) the construction, erection or alteration of any other building, structure, or civil engineering project which the employer and the union or unions concerned agree or, in the event of disagreement, which the Board of Reference declares to be construction work for the purposes of this award.
- (4) "Tradesman" means an employee who in the course of his/her employment works from drawings or prints, or makes precision measurements or applies general trade experience, but does not include an apprentice.
- (5) "Lagger" means an employee engaged in mixing or fixing lagging on the job including the application of any thermal insulating material by any means and the fixing of protective coverings of canvas, sheet metals, fabrics, plastics, bituminous fibre glass and asbestos felt or other similar materials to such insulation.
- (6) "Welder - Special Class" means -
  - (a) a welder who is a coded pressure welder to the satisfaction of the Chief Inspector of Machinery.

- (b) a welder who does work which is subject to other special tests, but does not include a welder who is required to pass a normal trade test on engagement.
- (7) "Welder" means a tradesman using electric and/or oxy acetylene blowpipe and/or coal gas cutting plant or flame hardening, who is required to apply general trade experience as a welder or flame hardener respectively.
- (8) "Union" means the Amalgamated Metal Workers and Shipwrights Union of Western Australia.
- (9) "Scientific Instrument Maker" means a tradesman engaged on the work of manufacturing, repairing, adjusting and/or testing, or installation of optical and scientific instruments, but does not include an employee working exclusively as a tradesman.
- (10) "Sheetmetal Worker - First Class" means a tradesman engaged on the fabrication or installation of duct work and air handling systems and who can fabricate or install such items as reducing pieces, lobster backs and other items the fabrication or installation of which requires general trade skill and knowledge and the ability to work from drawings or prints but the expression "drawings or prints" does not include drawings, sketches or measurements supplied to the individual workman to understand the nature of and to carry out the work required of him.
- (11) "Sheetmetal worker - second class" means an employee, other than a sheetmetal worker - first class, engaged on the fabrication or installation of duct work and air handling systems.

#### 6. - SUPERANNUATION

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

- (1) Definitions:

For the purpose of this clause -

- (a) "Eligible employee" means an employee who is, or becomes, a member of the superannuation fund selected in accordance with subclause (3) of this clause and who is -
  - (i) a weekly employee with not less than four weeks of continuous service with the employer; or
  - (ii) a casual employee who has -
    - (aa) had a start with the employer on 30 days in a period not greater than one year, provided that such period does not commence earlier than a date preceding one year from the operation of this clause; and
    - (bb) achieved an average, in the case of a junior employee, of at least 12 hours per week and, in the case of adult employees, employment of at least six hours per week with the employer during the month immediately preceding any day the employer would, but for this definition, be required to make superannuation contributions prescribed in subclause (2) of this clause.
- (b) "Ordinary time earnings" means an employee's award classification rate (including supplementary payment), any regular overaward payment, tool allowance, leading hand allowance and shift loading, including week-end and public holiday rates where the shift worked is part of the employee's ordinary hours of work.

All other allowances and payments are excluded.

- (c) "Act" means the Occupational Superannuation Standards Act, 1987.
- (d) "Regulations" means the Occupational Superannuation Standards Regulations.

(2) Contributions:

- (a) In accordance with this clause and subject to the Trust Deed of the Fund, on behalf of each eligible employee an employer shall contribute to a superannuation fund which complies with the Act and Regulations, a superannuation contribution equivalent to 3% of such eligible employee's ordinary time earnings.
- (b) Provided that upon completion of the qualifying period specified in subclause (1) of this clause, contributions on behalf of each eligible employee shall apply from the date of commencement of employment of such employee.
- (c) Provided further that the contributions offered by an existing Fund of which the eligible employee is a member may be improved to the extent that they are equivalent to those prescribed by paragraph (a) of this subclause and are in accordance with the Act and Regulations.
- (d) The contributions required herein shall be made to the relevant Fund in the manner and at the times specified by the terms of the Fund or any agreement between the employer and Trustees of the Fund.

(3) Superannuation Fund:

- (a) The employer shall make superannuation contributions, or improvements pursuant to this clause, to an appropriate Fund, selected from the following:
  - (i) the Westscheme Superannuation Scheme; or
  - (ii) any Fund agreed between the employer and eligible employees and their union, or unions where applicable; or
  - (iii) any Fund which has application to employees in the principal business of the employer, where eligible employees covered by this award are a minority of award-covered employees; or
  - (iv) any other approved occupational superannuation fund to which an employer or eligible employee who is a member of the religious fellowship known as Brethren elects to contribute.
- (b) Provided that an employer shall not be compelled to contribute to more than one Fund in respect of eligible employees employed under this award.
- (c) Subject to the terms of this clause, where there is a dispute over the choice of Fund to be utilised by an employer, the matter shall be referred to the Western Australian Industrial Relations Commission for determination.

(4) Fund Membership:

- (a) The employer shall make an eligible employee aware of his/her entitlements under this clause and offer such eligible employee the opportunity to become a member of the appropriate Fund. An eligible employee shall be required to properly complete the necessary application forms to become a member of the appropriate Fund in order to be entitled to the contributions prescribed in subclause (2) of this clause.
- (b) In a case where an eligible employee refuses to become a member of a relevant Fund the employer shall notify the Trustees, in writing, of such circumstances.
- (c) In the event that an eligible employee elects not to join the Fund the employer shall advise the employee, in writing, of his/her entitlements within a period of a further six months. Should such employee subsequently complete the necessary forms and become a member of the Fund, the contributions prescribed in subclause (2) of this clause shall start from the commencement of the first pay period beginning on or after the completion of such forms.

(5) Exemption:

- (a) This clause shall be deemed to be satisfied by any employer who, as at 1 November 1989 or at the date of becoming respondent to this award, is already satisfying and continues to satisfy the requirements of subclause (2) of this clause by providing new or improved superannuation benefits or contributions equivalent to 3% of ordinary time earnings and in accordance with the Act and Regulations.
- (b) Leave is reserved to any employer to apply for exemption from this clause on the grounds of the standard of existing superannuation arrangements provided by the employer, or the employer's financial capacity to pay.

(6) Absence From Work:

Subject to the Trust Deed relating to the Fund of which an employee is a member, the following provisions shall apply.

(a) Paid Leave:

Contributions shall continue whilst a member of a Fund is absent on paid annual leave, sick leave, long service leave, public holidays, jury service and bereavement leave.

(b) Unpaid Leave:

Contributions shall not be required in respect of any absence from work without pay.

(c) Sickness and Work Related Injury:

In the event of an eligible employee's absence from work due to sickness or a work-related injury, contributions shall continue for the period of the absence provided that -

- (i) the member of the Fund is receiving regular payments directly from the employer in accordance with statutory requirements or the provisions of this award;
- (ii) the duration of the absence does not exceed 52 weeks in total for each injury or sickness; and
- (iii) the person remains an employee of the employer.

(7) No Reduction:

Nothing contained herein shall serve to reduce any superannuation entitlement which an employee was receiving at the time provisions contained in this clause became effective.

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 a 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.

#### 7. - CONTRACT OF SERVICE

- (1) 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 an employee without notice for misconduct and an employee so dismissed shall be paid wages for the time worked up to the time of dismissal only.
- (2) 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 subclause (5) of this clause and the contract terminates when that period expires.
- (3) In lieu of giving the notice referred to in subclause (2) 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.
- (4) (a) Where an employee leaves his/her employment -
  - (i) without giving the notice referred to in subclause (2) of this clause; or
  - (ii) having given such notice, before the notice expires,

he forfeits his/her entitlement to any moneys owing to him/her under this Award except to the extent that those moneys 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 of which the worker was last ready, willing and available for work during ordinary working hours under the contract; and
  - (ii) the provisions of subclause (2) 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.

- (5) Subject to subclause (6) of this clause the period of notice referred to in subclause (2) 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.
- (6) In lieu of giving the notice referred to in subclause (2) of this clause an employer shall, in the case of an employee (other than a casual worker) who, has been engaged solely for construction work and who has completed one month's service with that employer, give notice to the worker on the day on which the contract of service is to end and pay the worker one week's ordinary wages: Provided that where an employee, having been offered and refused further employment at another site with the same employer, subsequently, within a fortnight of such refusal, applies to that employer for employment and is engaged to work at that other site, the one week's wages paid to him/her under this subclause shall be credited towards payment of any moneys due in his/her new employment.
- (7) (a) On the first day of engagement an employee shall be notified by his/her employer or by the employer's representative whether the duration of his/her employment is expected to exceed one month and, if he/she is hired as a casual worker, he/she shall be advised accordingly.
- (b) An employee shall, for the purposes of this award, be deemed to be a casual worker -
- (i) if the expected duration of the employment is less than one month; or
  - (ii) if the notification referred to in paragraph (a) of this subclause is not given and the worker is dismissed through no fault of his/her own within one month of commencing employment.
- (8) The employer is under no obligation to pay for any day not worked, upon which the worker is required to present himself/herself for duty, except when such absence from work is due to illness and comes within the provisions of Clause 22. - Absence Through Sickness or such absence is on account of holidays to which the worker is entitled under the provisions of this award.
- (9) (a) (i) The employer is entitled to deduct payment for any day or part of a day upon which an employee (including an apprentice) cannot be usefully employed because of a strike by the union party to this award, or by any other association or union.
- (ii) If an employee is required to attend for work on any day but because of failure or shortage of electric power, work is not provided, such employee shall be entitled to two hours' pay and further, where any employee commences work he/she shall be provided with four hours' employment or be paid for four hours' work.
- (b) The provisions of paragraph (a) of this subclause also apply where the worker cannot be usefully employed through any cause which the employer could not reasonably have prevented but only if, and to the extent that, the employer and the union so agrees or, in the event of disagreement, the Board of Reference so determines.
- (c) Where the stoppage of work has resulted from a breakdown of the employer's machinery the Board of Reference in determining a dispute under paragraph (b) of this subclause, shall have regard for the duration of the stoppage and the endeavours made by the employer to repair the breakdown.

#### 8. - HIGHER DUTIES

An employee engaged on duties carrying a higher rate than his/her ordinary classification shall be paid the higher rate for the time he/she is so engaged but if he/she is so engaged for more than two hours of one day or shift he/she shall be paid the higher rate for the whole day or shift.

## 9. - APPRENTICES

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

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

## 10. - CADETS

- (1) An employer, who, after the commencement of this award, engages a cadet shall, within fourteen days of the engagement, notify the Industrial Registrar accordingly and shall advise the Registrar in writing of the terms and conditions of the employment.
- (2) Upon receipt of the notification referred to in subclause (1) of this clause, the Registrar shall notify the union and shall afford it the opportunity of examining the terms and conditions of employment referred to in that subclause.
- (3) Within fourteen days of being notified by the Registrar the union may object to the employment of the cadet and the Commission may, on hearing the objection: -
  - (a) allow or refuse permission for the employment of the cadet; and
  - (b) make such order as it deems fit with regard to the terms and conditions of employment.
- (4) The provisions of this clause do not affect any cadet employed at the date of this award.

## 11. - HOURS

- (1)
  - (a) The provisions of this subclause apply to all employees other than those engaged on continuous shift work.
  - (b) Subject to the provisions of subclauses (3) and (4) of this clause the ordinary hours of work shall be an average of 38 per week to 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 fourteen consecutive days; or
    - (iii) 114 hours within a work cycle not exceeding twenty-one consecutive days; or
    - (iv) 152 hours within a work cycle not exceeding twenty-eight consecutive days.
    - (v) For the purposes of paragraph (g) of subclause (3) any other work cycle during which a weekly average of 38 ordinary hours are worked as may be agreed in accordance with paragraph (g) of subclause (3).
  - (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 6.00 a.m. and 6.00 p.m. 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 the first night shift in any week commences on Monday night, the night shift commencing on Friday and finishing not later than 8.00 a.m. on Saturday of that week, shall be deemed to have been worked in ordinary working hours.
  - (e) The ordinary hours of work prescribed herein shall not exceed 10 on any day. Provided that -

- (i) in any arrangement of ordinary working 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, section or sections concerned; and
  - (ii) by arrangement between the employer and the majority of employees in the plant, section or sections concerned, ordinary hours, not exceeding 12 on any day, may be worked subject to -
    - (aa) the employer and the employees being guided by the Occupational Health and Safety Provisions of the ACTU Code of Conduct on 12-hour shifts (as exhibited in the Western Australian Industrial Relations Commission on 11 April 1990);
    - (bb) proper health monitoring procedures being introduced;
    - (cc) suitable roster arrangements being made; and
    - (dd) proper supervision being provided.
  - (iii) Subject to the provisions of subparagraphs (i) and (ii) hereof, 12 hour shifts may be worked provided the employer has given the relevant union or unions concerned notice in writing that such shifts are to be worked.
- (f) The ordinary hours of work shall be consecutive except for a meal interval which shall not exceed one hour, and
- (i) an employee shall not be compelled to work for more than five hours without a meal interval except where an alternative arrangement is entered into as a result of discussions as provided for in subclause (4) of this clause;
  - (ii) by agreement between an employer and the majority of employees in the plant, section or sections concerned, an employee or employees may be required to work in excess of five hours, but not more than six, at ordinary rates of pay without a meal break;
  - (iii) the time of taking a scheduled meal break or rest break by one or more employees may be altered by the employer if it is necessary to do so in order to meet a requirement for continuity of operations;
  - (iv) an employer may stagger the time of taking a meal or rest break to meet operational requirements;
  - (v) when an employee is required for duty during the employee's usual meal interval and the meal interval is thereby postponed for more than half an hour, the employee shall be paid at overtime rates until the employee gets the meal interval.
- (g)
- (i) Subject to the provisions of this paragraph, a rest period of seven minutes from the time of ceasing to the time of resumption of work shall be allowed each morning.
  - (ii) The rest period shall be counted as time off duty without deduction of pay and shall be arranged at a time and in a manner to suit the convenience of the employer.
  - (iii) Refreshments may be taken by employees during the rest period but the period of seven minutes shall not be exceeded under any circumstances.
  - (iv) An employer who satisfies the Commission that any employee has breached any condition expressed or implied in this paragraph may be exempted from liability to allow the rest period.
  - (v) In an establishment in which the majority of employees are not subject to this award, the provisions of this paragraph do not apply but any employee to whom this award

applies shall be entitled to the rest period, if any, which may be allowed to the aforesaid majority.

- (vi) On construction work on which the majority of employees are employed under this award, in addition to the rest period referred to in this paragraph but subject to the same conditions, a rest period of seven minutes shall be allowed as soon as possible after the end of the second hours' work following the meal interval unless the employees concerned prefer to do without such rest period, but the provisions of this subclause only apply to an employee on any day on which he/she is required for overtime for half an hour or more immediately following his/her ordinary finishing time.
- (h) (i) In an establishment in which the majority of employees are not subject to this award, the ordinary working hours of an employee who is employed on maintenance work may be worked from Monday to Saturday noon, inclusive, but only if -
  - (aa) the employee is paid at the rate of time and one quarter for ordinary hours worked on Saturdays up to 12.00 noon;
  - (bb) the ordinary hours of the aforesaid majority may include work on Saturdays; and
  - (cc) the business of that establishment is carried on on Saturdays.
- (ii) Notwithstanding the provisions of this award contained elsewhere than in this paragraph, when New Year's Day, Anzac Day, Christmas Day or Boxing Day falls on a Saturday an employee who does not work on that Saturday is nevertheless entitled to be paid for each of the two weeks preceding that Saturday the ordinary weekly wage and the starting and/or finishing time on any day or days in those two weeks may be varied by the employer so that the ordinary hours usually worked by an employee between Monday and Friday (both inclusive) may be increased in each of those weeks by the ordinary hours usually worked by that employee on Saturday.

This paragraph does not apply to a casual employee.

- (i) In the week commencing on the Monday immediately preceding Good Friday, the ordinary working hours of any employee employed by an employer who is bound by an Award applying to Shop Assistants in the area in which the business is carried on, shall be increased on each of the days Monday to Thursday inclusive by 1/5th of the ordinary hours usually worked by that employee on the Saturday following Good Friday.
- (2) (a) The provisions of this subclause apply only to employees engaged on continuous shift work.
- (b) Subject to the provisions of subclauses (3) and (4) of this clause the ordinary hours of continuous shift employees shall average 38 per week (inclusive of crib time) and shall not exceed 152 hours in twenty-eight consecutive days.

Provided that, where the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days.

- (c) The ordinary hours of work prescribed herein shall not exceed 10 hours on any day. Provided that in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight hours on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees in the plant or section or sections thereof -
  - (i) by agreement between the employer, union or unions concerned and the majority of employees in the plant, section or sections concerned, ordinary hours, not exceeding 12 on any day, may be worked subject to -
    - (aa) the employer and the employees being guided by the Occupational Health and Safety Provisions of the ACTU Code of Conduct on 12-hour shifts (as

exhibited in the Western Australian Industrial Relations Commission on 11 April 1990);

- (bb) proper health monitoring procedures being introduced;
  - (cc) suitable roster arrangements being made; and
  - (dd) proper supervision being provided.
  - (ii) Subject to the provisions of subparagraphs (i) and (ii) hereof, 12 hour shifts may be worked provided the employer has given the relevant union or unions concerned notice in writing that such shifts are to be worked.
- (3) (a) Except as provided in paragraph (d) of this subclause the method of implementation of the 38 hour week may be any one of the following:-
- (i) by employees working less than 8 ordinary hours each day; or
  - (ii) by employees working less than 8 ordinary hours on one or more days each week; or
  - (iii) by fixing one day of ordinary working hours on which all employees will be off duty during a particular work cycle; or
  - (iv) 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.
  - (v) Except in the case of continuous shift employees where the ordinary hours of work are worked within an arrangement as provided in placitum (iii) or (iv) of this paragraph, any day off duty shall be arranged so that it does not coincide with a holiday prescribed in subclause (1) of Clause 21. - Holidays and Annual Leave of this Award.
- (b) 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 May 17 1982.
- (c) In the absence of an agreement at plant level, the procedure for resolving special, anomalous or extraordinary problems shall be as follows:
- (i) Consultation shall take place within the particular establishment concerned.
  - (ii) If it is unable to be resolved at establishment level, the matter shall be referred to the State Secretary of the union concerned or deputy, at which level a conference of the parties shall be convened without delay.
  - (iii) In the absence of agreement either party may refer the matter to the Western Australian Industrial Relations Commission.
- (d) Different methods of implementation of a 38 hour week may apply to various groups or sections of employees in the plant or establishment concerned.
- (e) Notice of Days Off
- Except as provided in paragraphs (f) and (g) of this subclause in cases where, by virtue of the arrangement of ordinary hours an employee, in accordance with placitum (iii) and (iv) of paragraph (a) of this subclause, is entitled to a day off duty during the work cycle, then such employee shall be advised by the employer at least four weeks in advance of the day to be taken off duty provided that a lesser period of notice may be agreed by the employer and the majority of employees in the plant or section or sections concerned.
- (f) (i) An employer, with the agreement of the majority of employees concerned, may substitute the day an employee is to take off in accordance with placita (iii) and (iv)

of subclause (3) 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.

(ii) An employer and employee may by agreement substitute the day the employee is to take off for another day.

(g) Flexibility in relation to rostered days off.

Notwithstanding any other provision in this clause, where the hours of work of an establishment, plant or section are organised in accordance with placitum (iii) and (iv) of paragraph (a) of this subclause an employer, the union or unions concerned and the majority of employees in the establishment, plant, section or sections concerned may agree to accrue up to a maximum of five (5) rostered days off in special circumstances such as where there are regular and substantial fluctuations in production requirements in any year.

Where such agreement has been reached the accrued rostered days off must be taken within 12 months from the date of agreement and each 12 months thereafter.

It is understood between the parties that the involvement of the union or unions concerned would be necessary in cases where it or they have members in the plants concerned and not non-union establishments.

- (4) (a) 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 this Clause and shall entail an objective review of current practices to establish where improvements can be made and implemented.
- (b) The procedures should allow for in-plant discussions to continue even though all matters may not be resolved by May 17 1982.
- (c) 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.
- (d) The procedures should allow for the monitoring of agreements and understandings reached in-plant.
- (e) 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 paragraph (c) of subclause (3) of this clause.

## 12. - OVERTIME

- (1) (a) The provisions of this subclause apply to all employees other than those engaged on continuous shift work.
- (b) 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 Clause 11. - Hours.

- (c) (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 a half.

- (d) 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) or (h) of subclause (1) of Clause 11. - Hours applies.
  - (e) 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.
- (2)
- (a) The provisions of this subclause apply only to employees engaged on continuous shift work.
  - (b) Subject to the provisions of paragraph (c) of this subclause all time worked in excess of or outside the ordinary working hours, or on a shift other than a rostered shift, shall be paid for at the rate of double time, except where an employee is called upon to work a sixth shift in not more than one week in any four weeks, when the employee shall be paid for such shift at time and a half for the first four 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 subclauses (3) and (4) of Clause 11. - Hours.
- (c) Time worked in excess of the ordinary working hours shall be paid for at ordinary rates -
- (i) if it is due to private arrangements between the employees themselves; or
  - (ii) if it does not exceed two hours and is due to a relieving employee not coming on duty at the proper time; or
  - (iii) if it is for the purpose of effecting the customary rotation of shifts.
- (3)
- (a) The provisions of this subclause apply to all employees.
  - (b) Except in the case of shifts to which Clause 13. - Shift Work of this award applies overtime on shift work shall be based on the rate payable for shift work.
  - (c)
    - (i) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that an employee has at least ten consecutive hours off duty between the work of successive days.
    - (ii) An employee (other than a casual employee) who works so much overtime between the termination of the employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that the employee has not had at least ten consecutive hours off duty between those times shall, subject to this paragraph, be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
    - (iii) If, on the instructions of the employer, such an employee resumes or continues work without having had such ten consecutive hours off duty, the employee shall be paid at double rates until released from duty and shall then be entitled to be absent for such period of ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
    - (iv) Where an employee (other than a casual employee or an employee engaged on continuous shift work) is called into work on a Sunday or holiday prescribed under this award preceding an ordinary working day, the employee shall, wherever reasonably practicable, be given ten consecutive hours off duty before the employee's usual starting time on the next day. If this is not practicable, then the provisions of placita (ii) and (iii) of this paragraph shall apply mutatis mutandis.
    - (v) The provisions of this paragraph shall apply in the case of shift employees who rotate from one shift to another, as if eight hours were substituted for ten hours when overtime is worked -
      - (aa) for the purpose of changing shift rosters; or

- (bb) where a shift employee does not report for duty; or
- (cc) where a shift is worked by arrangement between the employees themselves.
- (vi) Overtime worked as a result of a recall shall not be regarded as overtime for the purpose of this paragraph when the actual time worked is less than three hours on such recall or on each of such recalls.
- (d) When an employee is recalled to work after leaving the job:
  - (i) the employee shall be paid for at least three hours at overtime rates;
  - (ii) time reasonably spent in getting to and from work shall be counted as time worked.
- (e) When an employee is instructed by the employer to hold in readiness at the employee's place of residence or other agreed place of residence for a call to work after ordinary hours, the employee shall be paid at ordinary rates for the time the employee so holds in readiness.
- (f) Subject to the provisions of paragraph (g) of this subclause, an employee required to work overtime for more than two hours shall be supplied with a meal by the employer or be paid \$11.75 for a meal and if, owing to the amount of overtime worked, a second or subsequent meal is required, the employee shall be supplied with each such meal by the employer or be paid \$7.95 for each meal so required.
- (g) The provisions of paragraph (f) of this subclause do not apply:
  - (i) in respect of any period of overtime for which the employee has been notified of the requirement on the previous day or earlier.
  - (ii) to any employee who lives in the locality in which the place of work is situated in respect of any meal for which the employee can reasonably go home.
- (h) If an employee to whom placita (i) of paragraph (g) of this subclause applies has, as a consequence of the notification referred to in that paragraph, provided a meal or meals and is not required to work overtime or is required to work less overtime than the period notified, the employee shall be paid, for each meal provided and not required, the appropriate amount prescribed in paragraph (f) of this subclause.
- (i) (i) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.
 

The assignment of overtime by an employer to an employee shall be based on specific work requirements and the practice of "one in, all in" overtime shall not apply.

  - (ii) 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.
- (4) The provisions of this clause do not operate so as to require payment of more than double time rates, or double time and a half on a holiday prescribed under this award, for any work except and to the extent that the provisions of Clause 16. - Special Rates and Provisions of this award apply to that work.

### 13. - SHIFT WORK

- (1) The provisions of this clause apply to shift work whether continuous or otherwise.
- (2) (a) Shifts may be worked on construction work provided the employer has given the union notice of the intention to work shifts and the intended starting and finishing times of ordinary hours of the respective shifts.

- (b) An employee may work the establishment on shifts on other than construction work but before doing so shall give notice of the 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 11.00 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) Where shift work is worked on construction work or by the contractor on commissioning tests for new plant -
  - (a) the first night shift in ordinary hours in any week shall not commence before Monday night; and
  - (b) the ordinary hours on each shift shall include crib time not exceeding twenty minutes which shall be taken in relays so as not to cause a stoppage of operations and at times convenient to the employer.
- (6) (a) A shift worker engaged on construction work or on commissioning tests for new plant shall, in addition to his/her ordinary rate, be paid per shift of eight hours, a loading of twenty-five per cent for night shift.
- (b) In any other case a shift worker when on afternoon or night shift shall be paid, for such shift fifteen per cent more than his/her ordinary rate prescribed by this award.
- (c) All work performed on a rostered shift, when the major portion of such shift falls on a Saturday, Sunday or a holiday, shall be paid for as follows -
  - Saturday - at the rate of time and one half
  - Sunday - at the rate of time and three quarters
  - Holidays - at the rate of double time.
- (d) These rates shall be paid in lieu of the shift allowances prescribed in this subclause.
- (7) Where shifts are worked on construction work or on commissioning tests for new plant the day and night shifts may change weekly where there is agreement between the parties.
- (8) A continuous shift employee who is not required to work on a holiday which falls on the employee's rostered day off shall be allowed a day's leave with pay to be added to annual leave or taken at some other time if the employee so agrees.

#### 14. - PAYMENT OF WAGES

- (1) Each employee shall be paid the appropriate rate shown in Clause 29. - Wages of this award. 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 placitum (i) or (ii) of paragraph (a) of subclause (3) of Clause 11. - Hours of this award so that the employee 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 placitum (iii) or (iv) of paragraph (a) of subclause (3) of Clause 11. - Hours of this award, so that the employee 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 the wage 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) Clause 11. - Hours in subclause (3) paragraph (a) placitum (iii) and (iv) provides that in implementing a 38-hour week the ordinary hours of an employee may be arranged so that the employee 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 the employee worked 40 ordinary hours each week and in the fourth week worked 32 ordinary hours. That is, the employee 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 29. - 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 the employee 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 the employee works on only four days, the actual pay would be for an average of 38 ordinary hours even though, that week, the employee works a total of 32 ordinary hours.

Consequently, for each day an employee works 8 ordinary hours the employee 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 36 minutes.

(iv) As provided in subclause (3) of this clause, an employee will not accrue a "credit" for each day the employee 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 placitum (iii) or (iv) of paragraph (a) of subclause (3) of Clause 11. - Hours of this award 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 the employee is so absent, lose average pay for that day calculated by dividing the employee's 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 the employee is absent by dividing the employee's average daily pay rate by 8.

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

The amount by which an employee's average weekly pay will be reduced when the employee 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:-

$$\frac{\text{Total of "credits" not accrued during cycle}}{38} \times \text{average weekly pay}$$

Examples

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

1. 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 $\times$ $\frac{\text{average weekly pay}}{38}$

2. 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> week	=	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

$$= \frac{1/5\text{th average pay less } 4 \times 0.4 \text{ hours}}{38} \times \frac{\text{average weekly pay}}{38}$$

$$= \frac{1/5\text{th average pay less } 1.6 \text{ hours}}{38} \times \frac{\text{average weekly pay}}{38}$$

(4) Alternative Method of Payment

An alternative method of paying wages to that prescribed by subclause (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 the employee's 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 or electronic fund transfer.

Where an employee and the employer agree, the employee's wages may be paid by cheque or direct transfer into the employee's bank (or other recognised financial institution) account. Notwithstanding this provision, if the employer and the majority of employees agree, all employees may be paid their wages by cheque or direct transfer into an employee's bank (or other recognised financial institution) account.

(7) Termination of Employment

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

Provided that in the case of an employee whose ordinary hours are arranged in accordance with placitum (iii) or (iv) of paragraph (a) of subclause (3) of Clause 11. - Hours of this award and who is paid average pay and who has not taken the day off due to the employee during the work cycle in which the 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 the 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 the employer to state in writing with respect to each week's wages the amount of wages to which the employee is entitled, the amount of deductions made therefrom, the net amount being paid, 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.

15. - TIME AND WAGES RECORD

(1) Each employer shall keep a time and wages book showing the name of each worker, the nature of his/her work, the hours worked each day, and the wages and allowances paid each week. Any system

of automatic recording by means of machines shall be deemed to comply with this provision to the extent of the information recorded.

- (2) 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 the official shall be allowed to take extracts therefrom. The employer's works shall be deemed to be a convenient place for the purpose of this subclause but if for any reason the record is not available at the works when the official calls to inspect it, it shall be made available for inspection within 24 hours either at the employer's office or at the works.
- (3) Before exercising a power of inspection the representative shall give reasonable notice of not less than 24 hours to the employer.

#### 16. - SPECIAL RATES AND PROVISIONS

- (1)
  - (a) Where obnoxious or unusually dirty or extreme confined space conditions are encountered on construction work attributable to sources other than normal construction work disabilities, the Board of Reference may be convened to investigate the specific complaint.
  - (b) The Board of Reference shall determine the remedial measures required and/or award a disability allowance if deemed necessary in the circumstances.
- (2)
  - (a) The employer shall, where practicable, provide a waterproof and secure place on each job for the safe keeping of an employee's tools when not in use and the employees working clothes and where an employee is absent from work because of illness or accident and has advised the employer to that effect in accordance with the provisions of clause 22. - Absence Through Sickness of this award the employer shall ensure that the employee's tools and working clothes are securely stored during his/her absence.
  - (b) Subject to paragraph (c) hereof where the employee's working clothes are lost by fire or breaking and entering whilst securely stored in the place provided by the employer under paragraph (a) hereof the employer shall reimburse the worker for that loss but only up to a maximum of \$159.40.
  - (c) The provisions of paragraph (b) hereof shall only apply with respect to working clothes used by an employee in the course of his/her employment at least twenty four hours before being lost by fire or theft and if the worker has set out details of such loss in a list furnished to the employer and has reported any theft to the police.
- (3) Protective Equipment:
  - (a) An employer shall have available a sufficient supply of protective equipment (as, for example, goggles - including anti-flash goggles, glasses, gloves, mitts, aprons, sleeves, leggings, gum boots, ear protectors, helmets, or other efficient substitutes thereof) for use by his/her employees when engaged on work for which some protective equipment is reasonably necessary.
  - (b) An employee shall sign an acknowledgement when he/she receives any article of protective equipment and shall return that article to the employer when he/she has finished using it or on leaving his/her employment.
  - (c) An employee to whom an article or protective equipment has been issued shall not lend that article to another worker and if he/she does both he/she and the other worker shall be deemed guilty of wilful misconduct.
  - (d) An article of protective equipment which has been used by an employee shall not be issued by the employer to another employee until it has been effectively sterilised but this paragraph only applies where sterilisation of the article is practicable and is reasonably necessary.
  - (e) Adequate safety gear (including insulating gloves, mats and/or shields where necessary) shall be provided by employers for employees required to work on live electrical equipment.

### 17. - CAR ALLOWANCE

- (1) Where an employee is required and authorised to use his/her own motor vehicle in the course of his/her duties, he/she shall be paid an allowance not less than that provided for in the table set out hereunder. Notwithstanding anything contained in this subclause, the employer and the employee may make any other arrangement as to car allowance, not less favourable to the worker.
- (2) Where an employee in the course of a journey travels through two or more of the separate areas, payment at the rates prescribed herein shall be made at the appropriate rate applicable to each of the separate areas traversed.
- (3) A year for the purpose of this clause shall commence on the 1st day of July and end on the 30th day of June next following.

### **RATES OF HIRE FOR USE OF EMPLOYEE'S OWN VEHICLE ON EMPLOYER'S BUSINESS**

#### **MOTOR CAR**

Area Details	Engine Displacement (in cubic centimetres)		
	Rate per kilometre (Cents)		
Distance Travelled Each Year on Employer's Business	Over 2600cc	1600cc - 2600cc	1600cc and Under
Metropolitan Area	78.9	70.7	61.6
South West Land Division	80.8	72.5	63.1
North of 23.5o South Latitude	89.0	79.9	69.4
Rest of the State	83.5	74.8	65.1
Motor Cycle (in all areas)	27.2¢ per kilometre		

- (4) "Metropolitan Area" means that area within a radius of 50 kilometres from the Perth Railway Station.  
  
"South West Land Division" means the South West Land Division as defined by Section 28 of the Land Act 1933-1971, excluding the area contained within the Metropolitan Area.

### 18. - ALLOWANCE FOR TRAVELLING AND EMPLOYMENT IN CONSTRUCTION WORK

- (1)
  - (a) An employee, who, on any day, or from day to day is required to work at a job away from his/her accustomed workshop or depot shall, at the direction of his/her employer, present himself/herself for work at such job at the usual starting time.
  - (b) An employee to whom paragraph (a) of this subclause applies shall be paid at ordinary rates for time spent in travelling between the home and the job and shall be reimbursed for any fares incurred in such travelling, but only to the extent that the time so spent and the fares so incurred exceed the time normally spent and the fares normally incurred in travelling between his/her home and his/her accustomed workshop or depot.
  - (c) An employee who with the approval of his/her employer uses his/her own means of transport for travelling to or from outside jobs shall be paid the amount of excess fares and travelling time which he/she would have incurred in using public transport unless he/she has an arrangement with his/her employer for a regular allowance.
- (2) An employee to whom subclause (1) of this clause does not apply and who is engaged on construction work and who, on any day, is required by the employer to report directly to the job shall be paid an

allowance in accordance with the provisions of this subclause to compensate for travel patterns and costs peculiar to the industry, which includes mobility requirements of employees and the nature of employment in the construction work covered by this award.

- (a) On places within a radius of 50 kilometres from the General Post Office, Perth - \$16.90 per day.
  - (b) For each additional kilometre to a radius of 60 kilometres from the General Post Office, Perth – 88 cents per kilometre.
  - (c) Subject to the provisions of paragraph (d) hereof, work performed at places beyond a 60 kilometre radius from the General Post Office, Perth shall be deemed to be distant work unless the employer and the employees, with the consent of the Union, agree in any particular case that the travelling allowance for such work shall be paid under this clause, in which case an additional allowance of 88 cents per kilometre shall be paid for each kilometre in excess of the 60 kilometre radius.
  - (d) In respect to work carried out from an employer's depot situated outside a radius of 60 kilometres from the General Post Office, Perth, the main Post Office in the town in which such depot is situated shall be the centre for the purpose of calculating the allowance to be paid.
  - (e) Where transport to and from the job is supplied by the employer from and to his/her depot or such other place more convenient to the employee as is mutually agreed upon between the employer and the employee, half the above rates shall be paid; provided that the conveyance used for such transport is equipped with suitable seating and weather proof covering.
- (3) For travelling during working hours from and to the employer's place of business or from one job to another, an employee shall be paid by the employer at ordinary rates. The employer shall pay all fares and reasonable expenses in connection with such travelling.
  - (4) Where Clause 19. - Distant Work of this award applies to the majority of the employees employed under this award on any construction site the provisions of this clause do not apply but the provisions of subclause (7) of the said clause 19 shall be applied to each worker as if he/she were supplied with board and lodging.

#### 19. - DISTANT WORK

- (1) Where an employee is engaged or selected or advised by an employer to proceed to construction work at such a distance that he/she cannot return to his/her home each night and the worker does so, the employer shall provide the worker with suitable board and lodging or shall pay the expenses reasonably incurred by the worker for board and lodging.
- (2) The provisions of subclause (1) of this clause do not apply with respect to any period during which the worker is absent from work without reasonable excuse and in such a case, where the board and lodging is supplied by the employer, he/she may deduct from moneys owing or which may become owing to the worker an amount equivalent to the value of that board and lodging for the period of the absence.
- (3) Subject to the provisions of subclause (5) of this clause -
  - (a) the employer shall pay all reasonable expenses including fares, transport of tools, meals and if necessary, suitable overnight accommodation incurred by an employee or person engaged who is directed by his/her employer to proceed to the locality of the site and who complies with such direction.
  - (b) the worker shall be paid at ordinary rate of payment for the time up to a maximum of eight hours in any one day incurred in travelling pursuant to the employer's direction.
- (4) Where an employee who, after one month of employment with an employer, leaves his/her employment, or whose employment is terminated by his/her employer "except for incompetency, within one working week of his/her commencing work on the job or for misconduct" and in either instance subject to the provisions of clause 7. - Contract of Service of this award returns to the place

from whence he/she first proceeded to the locality, or to a place less distant than or equidistant to the place whence he/she first proceeded, the employer shall pay all expenses - including fares, transport of tools, meals and, if necessary, suitable overnight accommodation - incurred by the worker in so returning. Provided that the employer shall in no case be liable to pay a greater amount under this subclause than he/she would have paid if the worker had returned to the locality from which he/she first proceeded to the job.

- (5) On work north of the 26th parallel of South Latitude the following provisions apply -
- (a) The employer may deduct the amount of the forward fare from the worker's first or later wages but the amount so deducted shall be refunded to the worker if he/she continues to work for three months, or, if the work ceases sooner, for so long as the work continues.
  - (b) If the worker continues to work for the employer for at least six months or if the work ceases sooner, for so long as the work continues, the employer shall, on termination of the worker's engagement, pay the fare of the worker back from the place of work to the place of engagement if the worker so desires.
- (6) An employee, to whom the provisions of subclause (1) of this clause apply, shall be paid an allowance of \$34.30 for any week-end the employee returns home from the job, but only if -
- (a) The employee advises the employer or the employer's agent of such intention not later than the Tuesday immediately preceding the week-end in which the employee so returns;
  - (b) The employee is not required for work during that weekend;
  - (c) The employee returns to the job on the first working day following the weekend; and
  - (d) The employer does not provide, or offer to provide, suitable transport.
- (7) Where an employee, supplied with board and lodging by the employer, is required to live more than 800 metres from the job, the employee shall be provided with suitable transport to and from that job or be paid an allowance of \$15.25 per day, provided that where the time actually spent in travelling either to or from the job exceeds 20 minutes, that excess time shall be paid for at ordinary rates, whether or not suitable transport is supplied by the employer.
- (8) Notwithstanding any other provisions contained in this clause and in lieu of any such provisions the following conditions shall apply to an employee who is engaged or selected or advised by an employer to proceed to construction work at such distance that he/she cannot return to his/her home each night and where such construction work is located north of the 26th parallel of south latitude or in any other area to which air transport is the only practicable means of travel:
- (a) An employee may return to his/her home or to Perth or to any other place at a weekend to be mutually agreed upon between the worker and his/her employer:
    - (i) After four continuous months service with his/her employer; and in addition to the weekend the worker shall be entitled to two days leave on ordinary pay subject to the provisions of paragraph (b) hereof, and
    - (ii) After each further period of four months continuous service with his/her employer; and in addition to the weekend, the worker shall be entitled to two days leave, one of which days shall be on ordinary pay subject to the provisions of paragraph (b) hereof.
  - (b) Where an employee returns home or to Perth or any other place in accordance with the provisions of this subclause and returns to the job and commences work at the time arranged with his/her employer, on the first working day for that worker immediately following the period of leave referred to in paragraph (a) hereof, that worker shall be paid at the completion of the first pay period commencing on or after the day upon which the worker returns to work from the leave taken pursuant to paragraph (a) hereof the ordinary pay for that period of leave and the actual cost of air fares incurred in travelling home or to Perth or to any other place and to the job which in no case shall exceed the cost of an economy air fare from the job to Perth and return.

- (c) The entitlement to leave and travelling accruing to an employee pursuant to subclause (a) hereof may be availed of as soon as reasonably practicable after it becomes due and if it is not availed of within one month after it so becomes due the entitlement shall lapse.
- (9) Any time in respect of which an employee is absent from work except time for which he/she is entitled to claim payment pursuant to clause 22. - Absence Through Sickness of this award or time spent on holidays pursuant to subclause (1) of clause 21. - Holidays and Annual Leave of this award shall not count for determining his/her rights to travel and leave under the provisions of subclause (8) of this clause.
- (10) The provisions of subclause (1), (2), (3), (6) and (7) of this clause shall be deemed to apply to an employee who is in the regular employment of an employer and who is sent by his/her employer to distant work (whether construction work or not) but the provisions of subclause (4) of this clause do not apply to such an employee.

#### 20. - LOCATION ALLOWANCES

- (1) 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.

<u>TOWN</u>	<u>PER WEEK</u>
Agnew	\$20.80
Argyle	\$55.60
Balladonia	\$21.40
Barrow Island	\$36.20
Boulder	\$8.80
Broome	\$33.50
Bullfinch	\$9.80
Carnarvon	\$17.20
Cockatoo Island	\$36.70
Coolgardie	\$8.80
Cue	\$21.40
Dampier	\$29.10
Denham	\$17.20
Derby	\$34.80
Esperance	\$6.10
Eucla	\$23.40
Exmouth	\$30.50
Fitzroy Crossing	\$42.20
Halls Creek	\$48.70
Kalbarri	\$7.40
Kalgoorlie	\$8.80
Kambalda	\$8.80
Karratha	\$34.90
Koolan Island	\$36.70
Koolyanobbing	\$9.80
Kununurra	\$55.60
Laverton	\$21.30
Learmonth	\$30.50
Leinster	\$20.80
Leonora	\$21.30
Madura	\$22.40
Marble Bar	\$53.80
Meekatharra	\$18.40
Mount Magnet	\$23.10
Mundrabilla	\$22.90

Newman	\$20.00
Norseman	\$18.30
Nullagine	\$53.70
Onslow	\$36.20
Pannawonica	\$27.10
Paraburdoo	\$27.00
Port Hedland	\$29.00
Ravensthorpe	\$11.00
Roebourne	\$40.20
Sandstone	\$20.80
Shark Bay	\$17.20
Southern Cross	\$9.80
Telfer	\$49.50
Teutonic Bore	\$20.80
Tom Price	\$27.00
Whim Creek	\$34.60
Wickham	\$33.50
Wiluna	\$21.10
Wyndham	\$52.10

- (2) Except as provided in subclause (3) of this clause, an employee who has:
- (a) a dependant shall be paid double the allowance prescribed in subclause (1) of this clause;
  - (b) a partial dependant shall be paid the allowance prescribed in subclause (1) of this clause plus the difference between that rate and the amount such partial dependant 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.
- (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 "dependant" 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.

#### 21. - HOLIDAYS AND ANNUAL LEAVE

- (1) (a) The following days or the days observed in lieu shall, subject to this subclause and to paragraph (b) of subclause (1) of Clause 12. - Overtime of this award, 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 for an employee employed north of the 26th parallel of south latitude, or within the area previously covered by Award No. 26 of 1950, Australia Day, Easter Monday, Foundation Day, Sovereign's Birthday and Boxing Day shall not be holidays but in lieu thereof there shall be added one week to the annual leave to which he/she is entitled under this clause.
- (b) When any of the days mentioned in paragraph (a) hereof falls on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.
- (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 an employee need not present himself/herself for duty and payment may be deducted but if work be done, ordinary rates of pay shall apply.
- (3) (a) Except as hereinafter provided a period of four consecutive weeks' leave with payment as prescribed in paragraph (b) hereof shall be allowed annually to an employee by his/her employer after a period of twelve months' continuous service with that employer.
  - (b) (i) An employee before going on leave shall be paid the wages he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on leave during the relevant period.
  - (ii) Subject to paragraph (c) hereof, an employee shall, where applicable, have the amount of wages to be received for annual leave calculated by including the following where applicable:-
    - (aa) The rate applicable to him/her as prescribed in Clause 29. - Wages of this award and the rates prescribed by Clause 20. - Location Allowances of this award and;

- (bb) Subject to paragraph (c)(ii) hereof the rate prescribed for work in ordinary time by Clause 13. - Shift Work, of the award according to the worker's roster or projected roster;
  - (cc) The rate payable pursuant to Clause 8. - Higher Duties calculated on a daily basis, which the worker would have received for ordinary time during the relevant period whether on a shift roster or otherwise;
  - (dd) Any other rate to which the worker is entitled in accordance with his/her contract of employment for ordinary hours of work; provided that this provision shall not operate so as to include any payment which is of a similar nature to or is paid for the same reasons as or is paid in lieu of those payments prescribed by Clause 12. - Overtime Clause 16. - Special Rates and Provisions, Clause 17. - Car Allowance, Clause 18. - Allowance For Travelling and Employment in Construction Work or Clause 19. - Distant Work, of this award, nor any payment which might have become payable to the worker as reimbursement for expenses incurred.
- (c) During the period of annual leave an employee shall receive a loading calculated on the rate of wage prescribed by paragraph (b) hereof. The loading shall be as follows:
- (i) Day Employees - An employee who would have worked on day work had he/she not been on leave - a loading of 17 1/2 per cent.
  - (ii) Shift Employees - An employee who would have worked on shift work had he/she not been on leave - a loading of 17 1/2 per cent.

Provided that where the worker would have received shift loadings prescribed by Clause 13. - Shift Work, had he/she not been on leave during the relevant period and such loadings would have entitled him/her to a greater amount than the loading of 17 1/2 per cent, then the shift loadings shall be added to the rate of wage prescribed by paragraph (b)(ii)(aa) hereof in lieu of the 17 1/2 per cent loading.

Provided further, that if the shift loadings would have entitled him/her to a lesser amount than the loading of 17 1/2 per cent then such loading of 17 1/2 per cent shall be added to the rate of wage prescribed by paragraph (b) but not including paragraph (b)(ii)(bb) hereof in lieu of shift loadings.

The loading prescribed by this subclause shall not apply to proportionate leave on termination except in the case of an employee engaged on construction work whose employment is terminated by his/her employer for any cause other than misconduct.

- (4) If any award holiday falls within an employee'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.
- (5) (a) An employee whose employment terminates after he/she has completed a twelve monthly qualifying period and who has not been allowed the leave prescribed under this clause in respect of that qualifying period shall be given payment in lieu of that leave or, in a case to which subclauses (8), (9) or (10) 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/she has been dismissed occurred prior to the completion of that qualifying period.
- (b) If, after one month's continuous service in any qualifying twelve monthly period an employee lawfully leaves the employment or the employment is terminated by the employer through no fault of the employee, the employee shall be paid 2.923 hours' pay at the rate of wage prescribed by paragraph (b) of subclause (3) of this clause, divided by thirty-eight, in respect of each completed week of continuous service.

- (6) Any time in respect of which an employee is absent from work except time for which he/she is entitled to claim sick pay or time spent on holidays or annual leave as prescribed by this award shall not count for the purpose of determining his/her right to annual leave.
- (7) In the event of an employee being employed by an employer for portion only of a year, he/she shall only be entitled subject to subclause (5) of this clause, to such leave on full pay as is proportionate to his/her length of service during that period with such employer, and if such leave is not equal to the leave given to the other employees he/she shall not be entitled to work or pay whilst the other employees of such employer are on leave on full pay.
- (8) Annual leave shall be given and taken in one or two continuous periods. If the annual leave is given in two continuous periods then one of those two periods must be at least three consecutive weeks. Provided that if the employer and an employee so agree, then the employee's annual leave entitlement may be given and taken in two separate periods, neither of which is of at least three consecutive weeks, or in three separate periods.

Provided further that an employee may, with the consent of his/her employer, take short-term annual leave not exceeding five days in any calendar year, at a time or times separate from any of the periods.

- (9)
  - (a) he may by giving not less than one month's notice of his/her intention so to do, stand off for the duration of the close down all employees in the business or section or sections concerned.
  - (b) an employer may close down his/her business for one or two separate periods for the purpose of granting annual leave in accordance with this subclause. If the employer closes down his/her business in two separate periods one of those periods shall be for a period of at least three consecutive weeks. Provided that where the majority of the employees in the business or section or sections concerned agree, the employer may close down his/her business in accordance with this subclause in two separate periods neither of which is of at least three consecutive weeks, or in three separate periods. In such cases the employer shall advise the employees concerned of the proposed date of each close-down before asking them for their agreement.
- (10)
  - (a) An employer may close down his/her business or a section or sections thereof for a period of at least three consecutive weeks and grant the balance of the annual leave due to an employee in one continuous period in accordance with a roster.
  - (b) An employer may close down his/her business, or a section or sections thereof for a period of less than three consecutive weeks and allow the balance of the annual leave due to an employee in one or two continuous periods, either of which may be in accordance with a roster. In such a case the granting and taking of annual leave shall be subject to the agreement of the employer and the majority of the employees in the business, or a section or sections thereof respectively and before asking the employees concerned for their agreement, the employer shall advise them of the proposed date of the close-down or close-downs and the details of the annual leave roster.
- (11) The provisions of this clause shall not apply to casual employees.

## 22. - ABSENCE THROUGH SICKNESS

- (1)
  - (a) An employee who is unable to attend or remain at the 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 placitum (i) and (ii) of paragraph (a) of subclause (3) of Clause 11. - Hours so that the employee actually works 38 ordinary hours each week shall be entitled to payment during such absences 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 placitum (iii) or (iv) of paragraph (a) of subclause (3) of Clause 11. - Hours so that the employee 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:-

$$\begin{array}{rcl} \text{duration of absence} & & \text{appropriate weekly rate} \\ \text{ordinary hours normally} & \times & \\ \text{worked that day} & & 5 \end{array}$$

An employee shall not be entitled to claim payment for personal ill health or injury nor will the employee's sick leave entitlement be reduced if such ill health or injury occurs on the week day the employee is to take off duty in accordance with placitum (iii) or (iv) of paragraph (a) of subclause (3) of Clause 11. - Hours of this award.

- (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 the 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 the employee's 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.
  - (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 the employee 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 the place of residence or a hospital as a result of the employee's personal ill health or injury for a period of seven consecutive days or more and the employee produces a certificate from a registered medical practitioner that the employee 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 the employee is unable to attend for work on the working day next following the employee's annual leave.
    - (c) Replacement of paid annual leave by paid sick leave shall not exceed the period of paid sick leave to which the employee was entitled at the time the employee 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 21. - Holidays and 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 21. - Holidays and 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 66 of the Western Australian Industrial Gazette at pages 1-4, the paid sick leave standing to the credit of the employee at the date of transmission from service with the transmitter shall stand to the credit of the employee at the commencement of service with the transferee 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.

#### 23. - LONG SERVICE LEAVE

The Long Service Leave Provisions set out in Volume 58 of the Western Australian Industrial Gazette at pages 1 to 6 both inclusive, are hereby incorporated in and form part of this award.

#### 24. - REPRESENTATIVE INTERVIEWING EMPLOYEES

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

On notifying the employer or his/her representative, the Secretary or any authorised officer of a Union party to this award shall have the right to visit any job at any time when work is being carried on, whether during or outside the ordinary working hours and to interview the employees covered by this award provided that he/she does not unduly interfere with the work in progress.

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

The employer shall keep a copy of this award in a convenient place in the workshop and he/she shall also provide a notice board for the posting of union notices.

#### 26. - BOARD OF REFERENCE

- (1) The Commission hereby appoints for the purposes of this award, a Board of Reference consisting of a Chairman and two other members who shall be appointed pursuant to section 48 of the Industrial Arbitration Act, 1979.
- (2) The Board of Reference is hereby assigned the function of allowing, approving, fixing, determining or dealing with any matter which, under this award, may be allowed, approved, fixed, determined or dealt with by a Board of Reference.

#### 27. - BEREAVEMENT LEAVE

- (1) an employee , other than a casual employee, shall on the death within Australia of a wife, husband, father, mother, brother, sister, child or stepchild, be entitled on notice to 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 employee in two ordinary working days. Proof of such death shall be furnished by the employee to the satisfaction of his/her employer.
- (2) Payment in respect of compassionate leave is to be made only where the employee otherwise would have been on duty and shall not be granted in any case where the employee concerned would have been off duty in accordance with any shift roster or on long service leave, annual leave, sick leave, worker's compensation, leave without pay or on a public holiday.
- (3) For the purposes of this clause the pay of an employee employed on shift work shall be deemed to include any usual shift allowance.

#### 28. - GRIEVANCES AND DISPUTES

- (1) To facilitate the remedying of any grievance or the settlement of any dispute on construction work the following procedure shall apply, namely -
  - (a) The job steward on the site may discuss with the foreman any grievance affecting the employees he/she represents and, if the matter is not satisfactorily resolved, he/she may discuss the matter with the industrial officer or other officer nominated by the employer to deal with such matters on the site.
  - (b) If the matter is not resolved by the foregoing discussions the job steward shall notify the secretary of his/her union and shall thenceforth leave the conduct of negotiations in the hands of the union.
  - (c) Where a matter has been referred to the union by the job steward the union shall promptly take all steps necessary under its rules and under the Industrial Arbitration Act for the resolution of the matter.
  - (d) In order to allow for the peaceful resolution of grievances the parties shall be committed to avoid stoppages of work, lockouts or any other bans or limitation on the performance of work while the procedures of negotiation and conciliation are being followed.
  - (e) The employer shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practice and consistent with established custom and practices at the workplace.
- (2) A job steward shall not leave his/her place of work to investigate any matter or to discuss any matter with the employer's representative unless on each occasion he/she first obtains permission to do so from his/her foreman or supervisor or unless, in the absence of both foreman and supervisor he/she first notifies the leading hand.
- (3) A job steward shall not during working hours call or hold any meeting of the employees concerned with any grievance or dispute relating to construction work.

#### 29. - WAGES

- (1)
  - (a) Subject to Clause 16. - Special Rates and Provisions of this award, the ordinary weekly rate of wage shall be as set out hereunder and shall be inclusive of all special rates and allowances and be paid as an "all purpose" rate.
  - (b) The ordinary weekly wage of an employee (other than an apprentice) shall consist of the base rate and the special payment as set out in subclause (2) of this clause.

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.

(2) (a)

Classification	BaseRate\$	SpecialPayment\$	ArbitratedSafety NetAdjustments\$	Total Rate Per Week\$
Instrument Fitter	380.10	80.00	364.20	824.30
Welder - Special Class	371.40	80.00	363.70	815.10
Welder	362.80	80.00	363.20	806.00
Tradesperson	362.80	80.00	363.20	806.00
Refrigeration Fitter	362.80	80.00	363.20	806.00
Boilermaker - Structural Steel Tradesperson	362.80	80.00	363.20	806.00
Sheetmetal Employee - First Class	362.80	80.00	363.20	806.00
Second Class - 1st six months in industry	310.20	64.30	357.30	731.80
Thereafter	327.20	66.80	358.40	752.40
Certificated Rigger or Scaffolder	345.70	68.90	359.50	774.10
Rigger or Scaffolder - Other	334.70	67.60	358.90	761.20
Tool and Material Storeperson	322.90	65.80	358.10	746.80
Tradesperson's Assistant	310.20	64.30	357.30	731.80
Tradesperson's Assistant who from time to time uses a grinding machine	311.70	65.80	357.40	734.90
Lagger - 1st six months' experience	310.20	63.40	357.20	730.80
2nd & 3rd six months' experience	311.70	65.40	357.40	734.50
4th & 5th six months' experience	315.90	65.60	357.60	739.10
Thereafter	317.40	66.60	357.80	741.80

(b) A Certified Rigger, other than a Leading Hand, who in compliance with the provisions of the regulations made pursuant to the Construction Safety Act 1972, is responsible for the supervision of other employees shall be deemed to be a Leading Hand and be paid the

additional rate prescribed for a leading hand placed in charge of not less than three and not more than 10 other employees.

(3) Apprentices:

(a) Wages per week expressed as a percentage of the "Tradesperson's " rate:

Five Year Term -	%
First Year	40
Second Year	48
Third Year	55
Fourth Year	75
Fifth Year	88
Four Year Term -	%
First Year .....	42
Second Year .....	55
Third Year .....	75
Fourth Year .....	88
Three and a Half Year Term	%
-	
First six months .....	42
Next Year .....	55
Following Year .....	75
Final Year .....	88
Three Year Term -	%
First Year .....	55
Second Year .....	75
Third Year .....	88

(b) For the purpose of paragraph (a) of this subclause, "Tradesperson's rate" means the base rate and the special payment prescribed in subclause (2) of this clause for the classification "Tradesperson".

(4) (a) In addition to the appropriate rates of pay prescribed in this clause, an employee shall be paid -

- (i) \$46.90 per week if engaged on the construction of a large industrial undertaking or any large civil engineering project.
- (ii) \$42.20 per week if engaged on a multi-storey building, but only until the exterior walls have been erected and the windows completed and a lift made available to carry the employee between the ground floor and the floor upon which he/she is required to work. A multi-storey building is a building which, when completed, will consist of at least five storeys.
- (iii) \$24.80 per week if engaged otherwise on construction work falling within the definition of construction work in Clause 5. - Definitions of this award.

(b) Any dispute as to which of the aforesaid allowances apply to particular work shall be determined by the Board of Reference.

(5) Leading Hands:

In addition to the appropriate total wage prescribed in this clause a leading hand shall be paid -

- |     |   |       |
|-----|---|-------|
| (a) | If placed in charge of not less than three and not more than 10 other employees | 26.70 |
| (b) | If placed in charge of more than 10 and not more than 20 other employees        | 40.50 |
| (c) | If placed in charge of more than 20 other employees                             | 52.40 |
- (6) Casual Employees:
- A casual employee shall be paid 20 per cent of the ordinary rate in addition to the ordinary wage for the calling in which the employee is employed.
- (7) The classification "Sheetmetal Worker - Second Class - First Six Months' Experience in Industry" shall only be applied to an employee who commences employment in the industry after July 25, 1979.
- (8) (a) Where an employer does not provide a tradesperson, second-class sheetmetal employee or an apprentice with the tools ordinarily required by that tradesperson second-class sheetmetal employee or an apprentice in the performance of work as a tradesperson, second-class sheetmetal employee or as an apprentice, the employer shall pay a tool allowance of -
- (i) \$14.70 per week to such tradesperson or second-class sheetmetal employee; or
- (ii) in the case of an apprentice a percentage of \$14.70 being the percentage which appears against the year of apprenticeship in subclause (3) hereof, for the purpose of such tradesperson, second-class sheetmetal employee or Apprentice supplying and maintaining tools ordinarily required in the performance of work as a tradesperson, second-class sheetmetal employee or as an apprentice.
- (b) Any tool allowance paid pursuant to paragraph (a) of this subclause shall be included in, and form part of, the ordinary weekly wage prescribed in this subclause.
- (c) An employer shall provide for the use of tradesperson, second-class sheetmetal employee and apprentice all necessary power tools, special purpose tools and precision measuring instruments.
- (d) A tradesperson, second-class sheetmetal employee or an apprentice shall replace or pay for any tools supplied by the employer, if lost through the employee's negligence.

#### 29A. - 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 \$679.90 per week payable on and from the commencement of the first pay period on or after 1 July 2015.
- (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 2015 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 \$584.20 per week on and from the commencement of the first pay period on or after 1 July 2015.
- (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.

29B. - STRUCTURAL EFFICIENCY

- (1) Arising out of the decision on 8 September 1989 in the State Wage Case and in consideration of the wage increases resulting from the first structural adjustment in Application No. 1658 of 1989(R), employees are to perform a wider range of duties, including work which is incidental and peripheral to their main tasks or functions.
- (2) The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and international competitiveness of the metals, engineering and construction industry and to enhance career opportunities and job security of employees in the industry.
- (3) The parties shall establish working groups for the testing or trial of various skill levels and to enable proper consultation with both employees and employers in the industry on matters consistent with the objectives in subclause (1) hereof. The parties shall process any such matters through that working group.
- (4) Measures raised for consideration consistent with subclause (2) hereof shall be related to implementation of a new classification structure, any facilitative provisions contained in this Award and matters concerning training.

- (5) Without limiting the rights of either an employer or a Union to arbitration, any other measure designed to increase flexibility on a site or within an enterprise sought by any party shall be notified to the relevant working group and by agreement of the parties involved shall be implemented, subject to the following requirements.
- (a) The changes sought shall not affect provisions reflecting national standards.
  - (b) The working party will consider the implications of the proposed measures for existing on-site arrangements.
  - (c) The majority of employees affected by the change at the site or enterprise must genuinely agree to the change.
  - (d) No employee shall lose income as a result of the change.
  - (e) The relevant Union or Unions must be a party to the agreement.
  - (f) Any agreement shall be subject, where appropriate, 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.
- (6) Award restructuring should be given its wider meaning and not be confined only to the restructuring of classifications but may extend to the review of other restrictive provisions which currently operate. To that end, such restrictive provisions will be reviewed on an on-going basis.
- (7) The parties to this Award recognise that in order to increase efficiency, productivity and international competitiveness of industry, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to -
- (a) developing a more highly skilled workforce;
  - (b) providing employees with career opportunities through appropriate training to acquire additional skills; and
  - (c) removing barriers to the utilisation of skills acquired.
- (8) Any disputes which may arise in relation to the implementation of this clause shall be subject to the provisions of Clause 28. - Grievances and Disputes of this Award.

#### 29C. - AWARD MODERNISATION

- (1) The parties are committed to modernising the terms of the Award so that it provides more flexible working arrangements, improves the quality of working life, enhances skills and job satisfaction and assists positively in the restructuring process.
- (2) The parties commit themselves to the following principles as part of the structural efficiency process and have agreed to participate in a testing process in accordance with the provisions of this clause -
- (a) Acceptance in principle that the new Award skill level definitions will be more suitable for the needs of the industry, sometimes more broadly based, in other matters more truly reflective of the different skill levels of the tasks now performed, but which shall incorporate the ability for an employee to perform a wider range of duties where appropriate.
  - (b) The parties will create a genuine career path for employees which allows advancement based on industry accreditation and access to training.
  - (c) Co-operation in the transition from the old structure to the new structure in an orderly manner without creating false expectations or disputation.

#### 30. - PART TIME EMPLOYMENT

- (1) A part time employee may be engaged to work for a constant number of hours each week which having regard to the various ways of arranging ordinary hours shall average less than 38 hours per week.
- (2) An employee so engaged shall be paid per hour one thirty-eighth of the weekly wage prescribed for the classification in which the employee is engaged.
- (3) An employee engaged on a part time basis shall be entitled in respect of annual leave, holidays, sick leave and bereavement leave arising under this award payment on a proportionate basis calculated as follows:

(a) Annual Leave

Where a part time employee is entitled to a payment, either on termination or for purposes of annual leave or at a close down, for continuous service in any qualifying twelve monthly period then the payment of 2.923 hours' pay prescribed by paragraph (b) of subclause (5) of Clause 21. - Holidays and Annual Leave shall be in respect of each cumulative period of 38 ordinary hours worked during the qualifying period.

(b) Holidays

A part time employee shall be allowed the holidays prescribed by Clause 21. - Holidays and Annual Leave without deduction of pay in respect of each holiday which is observed on a day ordinarily worked by the part time employee.

(c) Absence Through Sickness

Notwithstanding the provisions of paragraph (a) of subclause (1) of Clause 22. - Absence Through Sickness the accrual of one-sixth of a week for each completed month of service shall be calculated on the average number of ordinary hours worked each week for every completed month of service.

(d) Bereavement Leave

Where a part time employee would normally work on either or both of the two working days following the death of a close relative which would entitle an employee on weekly hiring to bereavement leave in accordance with Clause 27. - Bereavement Leave of this award the employee shall be entitled to be absent on bereavement leave on either or both of those two working days without loss of pay for the day or days concerned.

(e) Overtime

A part time employee who works in excess of the hours fixed under the contract of employment shall be paid overtime in accordance with Clause 12. - Overtime of this award.

### 31. - TERMINATION/REDUNDANCY

- (1) This clause shall apply where an employee ceases, for any reason, to be employed by an employer respondent to this Award, other than for reasons of misconduct.
- (2) Severance Pay:
  - (a) An employee, leaving his/her employer on account of a decision in accordance with subclause (1) hereof, shall be entitled to the following amount of severance pay in respect of continuous periods of service:

Period of Continuous Service	Severance Pay
Less than one year	\$20.00 for each completed week service, to a maximum of two weeks pay.
One year but less than two	Two weeks' pay plus \$20.00 for each

years	completed week of service, to a maximum of four weeks' pay.
Two years but less than three years	Four weeks' pay plus \$20.00 for each completed week of service, to a maximum of six weeks' pay.
Three years but less than four years	Seven weeks' pay.
After four years of service	Eight weeks' pay.

- (b) In lieu of the \$20.00 specified in paragraph (a) hereof, after 31 October 1991, the rate of accrual shall be \$25.00 for each completed week of service, with a maximum accrual as specified.
- (c) "Week's pay" shall mean the ordinary weekly rate of wage for the employee concerned, as set out in Clause 29. - Wages hereof, but shall not include site, disability or travel allowances.
- (d) For the purposes of this clause, "service" shall mean employment on construction work as defined by Clause 3 of this Award but shall not include service as an apprentice under the terms of this Award.
- (e) For the purpose of implementing this clause, employees who have been continuously employed with an employer since 22nd March 1989 shall have service with the employer for that time counted in calculation of their length of service.

For all other employees who were not in the employ of their current employer on 22nd March, 1989, length of service shall be calculated on the time of continuous service with their current employer.

- (f) For the purpose of this clause, continuity of service shall not be broken on account of -
  - (i) any interruption or termination of employment by the employer if made merely with the intention of avoiding obligations hereunder in respect of leave of absence; or
  - (ii) any absence from work on account of personal sickness or accident for which an employee is entitled to claim sick pay as prescribed by this Award, or on account of leave lawfully granted by the employer; or
  - (iii) any absence, with reasonable cause, proof whereof shall be provided by the employee; and Provided that in the calculation of continuous service under this subclause, any time in respect of which an employee is absent from work, except to claim annual leave, sick pay, long service leave and public holidays as prescribed by this Award, shall not count as service for the purposes of this clause.
- (g) Where an employee remains in his/her employment with the employer and is transferred between sites, or work under this Award, the periods of service on construction work shall be preserved for the purposes of calculating continuous service under the terms of this clause.
- (h) Service by the employee with a business which has been transmitted from one employer to another and the employee's service has been deemed continuous in accordance with subclause (3) in Clause 2 of the Long Service Leave Provisions published in Volume 66 of the Western Australian Industrial Gazette at pages 1-4, shall also constitute continuous service for the purpose of this clause.
- (i) An employee who terminates his/her employment before the completion of four weeks' continuous service with the employer shall not be entitled to the provisions of this clause.

(3) Employee Leaving During Notice:

An employee whose employment is to be terminated in accordance with this clause may terminate his/her employment during the period of notice and if this occurs, shall be entitled to the provisions of this clause as if the employee remains with the employer until expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

(4) Incapacity to Pay:

An employer in a particular severance/redundancy case may make application to the Commission to have the general severance pay prescription varied on the basis of the employer's incapacity to pay.

(5) Alternative Employment:

An employer, in a particular severance/redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee which shall include, but not limited to, transfer from one site to another and/or transfer to a workshop.

(6) Dispute Settling Procedures:

Any dispute under these provisions shall be processed according to procedures established in Clause 11 of the Metal Trades (General) Award No. 13 of 1965 and if not resolved by those procedures, the matter shall be referred to the Western Australian Industrial Relations Commission.

(7) Termination/Redundancy Fund:

Employers may, at their discretion, utilise a fund to meet their liabilities to their employees accrued pursuant to the term of this clause, provided that such fund shall provide a level of benefits equal to those prescribed by this clause.

#### APPENDIX - RESOLUTION OF DISPUTES REQUIREMENTS

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

FIRST SCHEDULE  
Awards, Industrial Agreements and  
Orders Replaced

(1) Awards:

Number	Description	Extent Replaced
13/1965	Metal Trades - (General)	Wholly, insofar as this Award applies
10/1973	Sheet Metal Workers'	Wholly, insofar as this Award applies

(2) Industrial Agreements:

Number	Description	Extent Replaced
22/1978	Air Conditioning Medical Centre (McNeice Bros Pty Ltd) Interim Wages Agreement	Wholly
10/1978	Air Conditioning Medical Centre (Modernair Pty Ltd) Interim Wages Agreement 1977	Wholly
13/1979	Air Conditioning Fremantle Hospital (S.W. Hart & Co Pty Ltd)	Wholly
14/1979	Air Conditioning Medical Centre (Sandovers O'Connor Pty Ltd) Interim Wages Agreement 1978	Wholly

(3) Orders:

Number	Description	Extent Replaced
CR149/1977	Metal Trades (K.E.M.H. and Bentley Hospital Projects)	Wholly
CR225, 233 and 234/1977	Metal Trades (Wellington Street Telephone Exchange)	Wholly

A reference to any award, industrial agreement or order in this schedule includes a reference to all amendments or variations of any such award, industrial agreement or order.

SECOND SCHEDULE

List of Respondents

Construction (as defined)

Air Conditioning:

Direct Engineering Services Pty Limited

Edwards Sheet Metal Manufacturers

Kelvin Industries Pty Limited

McNiece Bros. Pty Limited

Sandovers O'Connor Pty Limited

Refrigeration:

Direct Engineering Services Pty Limited

Kelvin Industries Pty Limited

McNiece Bros. Pty Limited

Sandovers O'Connor Pty Limited

Servicing

Air Conditioning:

Direct Engineering Services Pty Limited

Honeywell Pty Limited

Kelvin Industries Pty Limited

Modernair Pty Limited

McNiece Bros. Pty Limited

Sandovers O'Connor Pty Limited

Refrigeration:

Direct Engineering Services Pty Limited

Honeywell Pty Limited

Kelvin Industries Pty Limited

McNiece Bros. Pty Limited

Sandovers O'Connor Pty Limited

APPENDIX - S.49B - INSPECTION OF RECORDS REQUIREMENTS

- (1) Where this award, order or industrial agreement empowers a representative of an organisation of employees party to this award, order or industrial agreement to inspect the time and wages records of an employee or former employee, that power shall be exercised subject to the Industrial Relations (General) Regulations 1997 (as may be amended from time to time) and the following:
- (a) The employer may refuse the representative access to the records if: -
    - (i) the employer is of the opinion that access to the records by the representative of the organisation would infringe the privacy of persons who are not members of the organisation; and
    - (ii) the employer undertakes to produce the records to an Industrial Inspector within 48 hours of being notified of the requirement to inspect by the representative.
  - (b) The power of inspection may only be exercised by a representative of an organisation of employees authorised for the purpose in accordance with the rules of the organisation.
  - (c) Before exercising a power of inspection, the representative shall give reasonable notice of not less than 24 hours to an employer.

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.

DATED at Perth this 25th day of July, 1979

VARIATION RECORD

AIR CONDITIONING AND REFRIGERATION INDUSTRY (CONSTRUCTION  
AND SERVICING) AWARD NO.  
R 10 OF 1979

Delivered 25/07/79 at 59 WAIG 1015

Section 93(6) Consolidation 03/03/83 at 63 WAIG 399

Section 93(6) Consolidation 27/06/88 at 68 WAIG 1606

Section 93(6) Consolidation 07/09/94 at 74 WAIG 2191

Section 93(6) Consolidation 15.12.98 at 79 WAIG 311

<b>CLAUSE NO.</b>	<b>EXTENT OF VARIATION</b>	<b>ORDER NO.</b>	<b>OPERATIVE DATE</b>	<b>GAZETTE REFERENCE</b>
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**1. Title**

(1A. State Wage Principles)

Ins. Cl.	1752/91	31/01/92	72 WAIG 191
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Cl. & Title	1457/93	24/12/93	74 WAIG 198
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(1A. State Wage Principles December 1993)

Cl. & Title	985/94	30/12/94	75 WAIG 23
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(1A. Statement of Principles December 1994)

Cl. & Title	1164/95	21/03/96	76 WAIG 911
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(1A. Statement of Principles March 1996)

Cl & Title	915/96	7/08/96	76 WAIG 3368
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(1A Statement of Principles - August 1996)

Cl & Title	940/97	14/11/97	77 WAIG 3177
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(1A. Statement of Principles - November 1997)

Cl. & Title	757/98	12/06/98	78 WAIG 2579
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(1A. Statement of Principles - June, 1998)

Del Cl	609/99	06/07/99	79 WAIG 1847
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**2. Arrangement**

delete 3rd schedule	700A/87	23/11/87	68 WAIG 415
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delete (30) Ins (30)(31)	700B/87	27/11/87	68 WAIG 421
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Ins (2A)	868/88	16/09/88	69 WAIG 208
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(2A) deleted	1940/89	08/09/89	69 WAIG 2913
Cl	1658/89(R)	11/10/89	70 WAIG 1376
Ins(29C); Del (31)	479/90(R2)	11/04/90	70 WAIG 2597
Ins 32.	490/89	16/07/90	70 WAIG 2576
2A ; Re-numb. 32 as 31	1949/90	31/10/91	71 WAIG 3188
6	2041/90	27/11/91	71 WAIG 3187
Ins. 1A	1752/91	31/01/92	72 WAIG 191
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
1A. Title	757/98	12/06/98	78 WAIG 2579
Del 1A	609/99	06/07/99	79 WAIG 1847
Del 2A Title	1235/02	1/11/02	82 WAIG 2920

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

(new clause entered)	868/88	16/09/88	69 WAIG 208
deleted by G.O.	1940/89	08/09/89	69 WAIG 2913
Ins cl.	1658/89(R)	11/10/89	70 WAIG 1376

(2A. State Wage Case Principles - September 1989)

Cl.	1949/90	31/10/91	71 WAIG 3188
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(2A. State Wage Case Principles - June 1991)

Del title & cl	1235/02	1/11/02	82 WAIG 2920
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### 3. Area and Scope

### 4. Term

### 5. Definitions

(6. Preference to Unionists)

Cl. & Title	2041/90	27/11/91	71 WAIG 3187
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**6. Superannuation**

Ins. Text	599/98	30/06/98	78 WAIG 2559
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**7. Contract of Service**

(7)(a)	479/90(R2)	11/04/90	70 WAIG 2597
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**8. Higher Duties**

**9. Apprentices**

**10. Cadets**

**11. Hours**

Cl.	700A/87	23/11/87	68 WAIG 415
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(1)(b)(v); (1)(c); (3)(e),(g)	700B/87	27/11/87	68 WAIG 421
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(1)(c);(e);(f); & (2)(c)	479/90(R2)	11/04/90	70 WAIG 2597
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**12. Overtime**

(2)(f)	462/84	15/10/84	64 WAIG 1950
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(2)(e)(f)	392/85	23/08/85	65 WAIG 2063
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Cl.	700A/87	23/11/87	68 WAIG 415
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(3)(i)(i)	700B/87	27/11/87	68 WAIG 421
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(3)(f)	868/88	16/09/88	69 WAIG 208
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(3)(f)	1658/89(R)	11/10/89	70 WAIG 1376
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(3)(f)	514/91	16/05/91	71 WAIG 1437
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(3)(f)	1949/90	31/10/91	71 WAIG 3188
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(3)(f)	1218/92	24/11/92	72 WAIG 2772
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(3)(f)	1299/93	27/10/93	73 WAIG 3417
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(3)(f)	1235/02	1/11/02	82 WAIG 2920
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(3)(f)	984/05	13/3/06	86 WAIG 689
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(3)(f)	81/06	02/11/06	86 WAIG 3171
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(3)(f)	116/07	15/02/08	88 WAIG 88
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(3)(f)	34/08	02/10/08	88 WAIG 1992
(3)(f)	57/09	21/01/10	90 WAIG 92
(3)(f)	20/11	9/5/11	91 WAIG 912

### 13. Shift Work

Cl.	700A/87	23/11/87	68 WAIG 415
(2)(a),(7)	700B/87	27/11/87	68 WAIG 421

### 14. Payment of Wages

Cl.	700A/87	23/11/87	68 WAIG 415
(6)	700B/87	27/11/87	68 WAIG 421

### 15. Time and Wages Record

(2)	479/90(R2)	10/04/90	70 WAIG 2597
(3)Ins text.	491/98	16/04/98	78 WAIG 1563

### 16. Special Rates and Provisions

del. (4)	35/83	06/04/84	64 WAIG 693
(2)(b)	1658/89®	11/10/89	70 WAIG 1376
(2)(b)	34/08	02/10/08	88 WAIG 1992
(2)(b)	57/09	21/01/10	90 WAIG 92
(2)(b)	20/11	9/5/11	91 WAIG 912

### 17. Car Allowance

(3)	35/83 Int	10/01/84	64 WAIG 147
Cl.	462/84	15/10/84	64 WAIG 1950
Cl.	392/85	23/08/85	65 WAIG 2063
(3)	1494(A)/88	20/12/88	69 WAIG 798
(3)	514/91	16/05/91	71 WAIG 1437
(3)	1949/90	31/10/91	71 WAIG 3188
(3)	1218/92	24/11/92	72 WAIG 2772
(3)	1299/93	27/10/93	73 WAIG 3417
(3)	1235/02	1/11/02	82 WAIG 2920
(3)	984/05	13/3/06	86 WAIG 689

(3)	81/06	02/11/06	86 WAIG 3171
(3)	116/07	15/02/08	88 WAIG 88
(3)	34/08	02/10/08	88 WAIG 1992

#### 18. Allowance for Travelling and Employment in Construction Work

Cl.	425;653; & 803/80	16/12/80	61 WAIG 45
(2)	35/83 Int	10/01/84	64 WAIG 147
(a)(b)(c)	392/85	23/08/85	65 WAIG 2063
(a)(b)(c)	215/87	25/03/87	67 WAIG 530
(2)	1494(A)/88	20/12/88	69 WAIG 798
(2)(a)(b)(c)	1658/89@	11/10/89	70 WAIG 1376
(2)(a),(b),(c) & preamble	514/91	16/05/91	71 WAIG 1437
(2)	1949/90	31/10/91	71 WAIG 3188
(2)(a)(b)(c)	1218/92	24/11/92	72 WAIG 2772
(2)(a)(b)(c)	1299/93	27/10/93	73 WAIG 3417
(2)(a)(b)(c)	963/94	23/12/94	75 WAIG 398
(2)(a)(b)(c)	1235/02	1/11/02	82 WAIG 2920
(2)(a)(b) & (c)	984/05	13/3/06	86 WAIG 689
(2)(a)(b) & (c)	81/06	02/11/06	86 WAIG 3171
(2)(a), (b) & (c)	116/07	15/02/08	88 WAIG 88
(2)(a), (b) & (c)	34/08	02/10/08	88 WAIG 1992

#### 19. Distant Work

(6)	35/83 Int	10/01/84	64 WAIG 147
(6)(7)	462/84	15/10/84	64 WAIG 1950
(6)(7)	392/85	23/08/85	65 WAIG 2063
(6)(7)	868/88	16/09/88	69 WAIG 208
(6)(7)	1494(A)/88	20/12/88	69 WAIG 798
(6) & (7)	514/91	16/05/91	71 WAIG 1437
(6) & (7)	1949/90	31/10/91	71 WAIG 3188
(6) & (7)	1224/92	24/11/92	72 WAIG 2772
(6) & (7)	1299/93	27/10/93	73 WAIG 3417
(6) & (7)	963/94	23/12/94	75 WAIG 398
(6) & (7)	1235/02	1/11/02	82 WAIG 2920

(6) & (7)	984/05	13/3/06	86 WAIG 689
(6) & (7)	81/06	02/11/06	86 WAIG 3171
(6) & (7)	116/07	15/02/08	88 WAIG 88
(6) & (7)	34/08	02/10/08	88 WAIG 1992

## 20. Location Allowances

(new clause)	437/82Int	01/01/82	62 WAIG 2359
(1)(12)(13)	291/83Int	29/06/83	63 WAIG 1537
Cl.	291/83	05/12/83	64 WAIG 5
Cl.	477/84	01/07/84	64 WAIG 1235
Cl.	397/85	01/07/85	65 WAIG 1349
Cl.	409/86	01/07/86	66 WAIG 1149
Cl.	603/87	01/07/87	67 WAIG 1094
Cl.	1353/87	01/12/88	68 WAIG 996
Cl.	517/88	24/06/88	68 WAIG 1686
(1),(13).	834/89	01/07/89	69 WAIG 3217
Cl.	778/90	01/07/90	70 WAIG 2995
Cl.	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
Cl.	24/09	01/07/09	89 WAIG 2483
Cl.	117/10	01/07/10	90 WAIG 561
Cl.	24/11	01/07/11	91 WAIG 995
Cl.	6/12	01/07/12	92 WAIG 725
Cl.	7/13	01/07/13	93 WAIG 461
Cl.	11/14	01/07/14	94 WAIG 669
Cl.	118/15	01/07/15	95 WAIG 700

**21. Holidays and Annual Leave**

(5)(b)	700A/87	23/11/87	68 WAIG 415
(8)	479/90(R2)	11/04/90	70 WAIG 2597

**22. Absence Through Sickness**

Cl.	700A/87	23/11/87	68 WAIG 415
Cl.	700B/87	27/11/87	68 WAIG 421

**23. Long Service Leave**

**24. Representative Interviewing Employees**

Ins. Text	2053(1)/97	22/11/97	77 WAIG 3138
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**25. Posting of Award and Union Notices**

**26. Board of Reference**

**27. Bereavement Leave**

**28. Grievances and Disputes**

(1)(d)(e)	700B/87	27/11/87	68 WAIG 421
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**29. Wages**

Cl.	35/83 Int	06/10/83	63 WAIG 2423
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(wage index)	461/83 Int	06/10/83	63 WAIG 2207
correction	461/83 Int	13/10/83	63 WAIG 2496
(wage index)	461/83	02/03/84	64 WAIG 407
Cl.	35/83	06/04/84	64 WAIG 693
(wage index)	104/84	06/04/84	64 WAIG 847
Cl.	462/84	15/10/84	64 WAIG 1950
(wage index)	104/85	06/04/85	65 WAIG 657
Cl.	392/85	23/08/85	65 WAIG 2063
(wage index)	821/85Int	04/11/85	66 WAIG 4
Cl.	35A/83Int	31/01/86	66 WAIG 365
(wage index)	261/86	23/07/86	66 WAIG 1139
Cl.	35B/83Int	15/07/86	66 WAIG 1600
(wage increase)	1195/86	10/03/87	67 WAIG 435
Cl.	700B/87	27/11/87	68 WAIG 421
(wage increase)	1406/87	05/02/88	68 WAIG 949
Del.Para(1);(2)(a),(4)(5)	868/88	16/09/88	69 WAIG 208
(2)(a); (4)(a);(5); (8)(a)	1658/89I	11/10/89	70 WAIG 1376
(2)(a);(4)(a);(5) & (8)(a)	479/90	11/04/90	70 WAIG 2597
(2)(a); (4)(a); (5); (8)(a)	1949/90	31/10/91	71 WAIG 3188
Ins. (1)(c), (2)(a)	1665/93	01/01/94	74 WAIG 606

(EDIT NOTE: Subclause (2), paragraph (a) reference omitted by Order No. 1665/93, correction required.)

(2)(a)	488/94	27/04/94	74 WAIG 2359
(1)(c) & (2)(a)	157/95	04/04/95	75 WAIG 1634
(1)(c) & (2)(a)	411/96	15/05/96	76 WAIG 1969
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
SNA & Text (1)(c)	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
(2)(a)	797/02	01/08/02	82 WAIG 1369
(2) to (8) inclusive	1235/02	01/11/02	82 WAIG 2920
Cl.	569/03	5/06/03	83 WAIG 1899 & 1945
Cl	570/04	4/06/04	84 WAIG 1521 & 1557
Cl.	576/05	07/07/05	85 WAIG 2083 & 2118
(4), (5) & (8)(a)(i)&(ii)	984/05	13/3/06	86 WAIG 689

Cl.	957/05	07/07/06	86 WAIG 1631 & 1673
(4)(5) & (8)(a)(i) & (ii)	81/06	02/11/06	86 WAIG 3171
Cl.	1/07	01/07/07	87 WAIG 1487 & 1533
(4), (5) & (8)(a)(i) & (ii)	116/07	15/02/08	88 WAIG 88
Cl	115/07	01/07/08	88 WAIG 773 & 808
(4), (5) & 8(a)(i) & (ii)	34/08	02/10/08	88 WAIG 1992
Cl	1/09	01/10/09	89 WAIG 735 & 1220
(4), (5) & 8(a)(i) & (ii)	57/09	21/01/10	90 WAIG 92
Cl	2/10	01/07/10	90 WAIG 568 & 754
(4), (5) & (8)(a)(i) & (ii)	20/11	09/05/11	91 WAIG 912
Cl	2/11	01/07/11	91 WAIG 1008 & 1174
Cl	2/12	01/07/12	92 WAIG 983
Cl.	1/13	01/07/13	93 WAIG 653
Cl.	1/14	01/07/14	94 WAIG 876
Cl.	1/15	01/07/15	95 WAIG 870

## 29A. Minimum Wage

(min wage clause)	534/82	07/02/83	63 WAIG 379
(min wage increase)	461/83Int	06/10/83	63 WAIG 2207
(min wage increase)	461/83	02/03/84	64 WAIG 407
(min wage increase)	104/84	06/04/84	64 WAIG 847
(min wage increase)	104/85	06/04/85	65 WAIG 657
(min wage increase)	821/85Int	04/11/85	66 WAIG 4
(min wage increase)	261/86	23/07/86	66 WAIG 1139
(min wage increase)	1195/86	10/03/87	67 WAIG 435
(min wage increase)	1406/87	05/02/88	68 WAIG 949
(min wage increase)	730/88	01/10/88	68 WAIG 2412
Cl.	868/88	16/09/88	69 WAIG 208
(min wage increase)	1940/89	01/10/89	69 WAIG 2913
new clause	1658/89(R)	11/10/89	70 WAIG 1376
Min. Wage \$268.80	1309 & 1310/91	24/09/91	71 WAIG 2748
Min. Wage \$275.50	415A/92	30/11/92	73 WAIG 4
Min.wage prov	940/97	14/11/97	77 WAIG 3177
Rates & Text	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 & 1945
(9)	1197/03	1/11/03	83 WAIG 3537
Cl	570/04	4/06/04	84 WAIG 1521
Cl.	576/05	07/07/05	85 WAIG 2083 & 2118
Cl.	957/05	07/07/06	86 WAIG 1631 & 1673
Cl.	1/07	01/07/07	87 WAIG 1487 & 1533
Cl	115/07	01/07/08	88 WAIG 773 & 808
Cl	1/09	01/10/09	89 WAIG 735 & 1220
Cl	2/10	01/07/10	90 WAIG 568 & 754
Cl	2/11	01/07/11	91 WAIG 1008 & 1174
Cl.	2/12	01/07/12	92 WAIG 983
Cl.	1/13	01/07/13	93 WAIG 653
Cl	1/14	01/07/14	94 WAIG 876
Cl.	1/15	01/07/15	95 WAIG 870

### **29B. Structural Efficiency**

Cl.	1658/89(R)	11/10/89	70 WAIG 1376
Cl.	479/90(R2)	11/04/90	70 WAIG 2597
Ins.(1); Renum (1)to (7) as (2) to (8)	1949/90	31/10/91	71 WAIG 3188

### **29C. Award Modernisation**

Ins/clause	479/90(R2)	11/04/90	70 WAIG 2597
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### **30. Part Time Employment**

Cl.	700B/87	27/11/87	68 WAIG 421
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#### (31. Liberty to Apply)

Cl.	700B/87	27/11/87	68 WAIG 421
Del.	479/90(R2)	11/04/90	70 WAIG 2597

#### (32. Termination/Redundancy)

Ins/clause	490/89	16/07/90	70 WAIG 2576
Re-numb. as Cl. 31	1949/90	31/10/91	71 WAIG 3188

**31. Termination/Redundancy.**

Ins. (2)(b); renum. (b) to (h) as (c) to (i)	1949/90	31/10/91	71 WAIG 3188
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**Appendix - Resolution of Disputes Requirements**

Ins. Appendix - Res...	693/96	16/08/96	76 WAIG 2768
Cl	2053/97	22/11/97	77 WAIG 3079

**First Schedule - Awards, Industrial Agreements and Orders Replaced.**

**Second Schedule - Schedule of Respondents**

**3rd Sch**

(3)(f)	462/84	15/10/84	64 WAIG 1950
(3)(f)	392/85	23/08/85	65 WAIG 2063
(3)(e)	1112/86	02/06/87	67 WAIG 1158
Del. cl.	700A/87	23/11/87	68 WAIG 415

**Appendix - S.49B - Inspection of Records Requirements**

Ins.appendix.	694/96	16/08/96	76 WAIG 2789
Ins. Text	2053(1)/97	22/11/97	77 WAIG 3138
App.	491/98	16/04/98	78 WAIG 1471