

Bag, Sack and Textile Award

1. - TITLE

This award shall be known as the "Bag, Sack and Textile Award", as amended and consolidated and replaces Award No. 37 of 1951, as amended.

2. - ARRANGEMENT

1. Title
2. Arrangement
3. Scope
4. Area
5. Term
6. Hours
7. Overtime
8. Holidays
- 8A. Annual Leave
9. Absence through Sickness
10. Time and Wages Record
11. Contract of Service
12. Meal Money
13. Right of Entry
14. Board of Reference
15. Supported Wage System
16. Junior Workers
17. Mixed Functions
18. Shift Work
19. Break-downs
20. Casual Workers
21. Posting of Awards and Union Notices
22. Rest Period
23. Extra Rates
24. Apprentices
25. Wages
26. Long Service Leave
27. Definitions
28. Bereavement Leave
29. First Aid
30. Maternity Leave
31. No Reduction
32. Payment of Wages - "38 Hour Week"
33. Higher Duties Allowance
34. Superannuation
35. Award Modernisation and Enterprise Consultation

Appendix - Resolution of Disputes Requirement

Schedule A - Parties to the Award

Schedule B - Respondents

3. - SCOPE

This award shall apply to all workers who are employed in the manufacture of jute, hessian, calico and stockinette bags, water bags, tents, tarpaulins, blinds and covers: Provided that it shall not apply to workers who are at present provided for in any award of the Court of Arbitration of Western Australia or in any Industrial Agreement registered in accordance with the Industrial Arbitration Act, 1912.

4. - AREA

This award shall apply over the area comprised within a radius of twenty-four (24) kilometres from the General Post Office, Perth.

5. - TERM

The term of this award shall be for a period of three (3) years from the beginning of the first pay period commencing after the date hereof. (This award was delivered on 4th November, 1960).

6. - HOURS

Section A - Hours:

- (1) (a) The provisions of this clause apply to all workers to whom this award applies.
- (b) Subject to the provisions 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 14 consecutive days; or
 - (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
 - (iv) 152 hours within a work cycle not exceeding 28 consecutive days.
- (c) The ordinary hours of work may be worked on any or all days of the week, Monday to Friday, inclusive, and except in the case of shift workers, 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 workers in the plant or section or sections concerned.
- (d) Where an ordinary shift or shift worker finishes not later than 8.00 a.m. on Saturday, such hours on the Saturday shall be deemed to be ordinary hours of employment and shall not be subject to penalty rates.
- (e) The ordinary hours of work shall not exceed ten hours on any day.

Provided that in any arrangement of ordinary working hours, where such ordinary hours are to exceed eight hours on any day, the arrangement of hours shall be subject to the agreement between the employer and the majority of workers in the plant or section or sections concerned.
- (f) The ordinary hours of work shall be consecutive except for the meal interval as prescribed in subclause (g) hereof.
- (g) A meal break of a period agreed upon between the majority of the workers and the employer at each factory shall be allowed between the hours of 11.00 a.m. and 2.00 p.m. on Monday to Friday inclusive. In default of such agreement the meal break shall be not more than one hour and not less than 30 minutes to be taken within the aforementioned period.
- (h) Nothing in this clause shall be construed to prevent the employer and the majority of employees affected in a workplace or part thereof reaching an agreement to operate any method of working a 38 hour week provided that agreement is reached in accordance with the following procedure:
 - (i) the Union will be notified in writing of the proposed variations prior to any change taking place;

- (ii) the proposed variations for each workplace or part thereof shall be explained to the employees concerned and written notification of proposals will be placed on the notice board at the worksite;
- (iii) the parties will then consult with each other on the changes with a view to reaching agreement;
- (iv) where the majority of Union members do not support the agreement then the issues will be referred to the Western Australian Industrial Relations Commission for conciliation and, if necessary, arbitration.

Section B - Implementation of 38 Hour Week:

- (1) Except as provided in subclause (4) hereof, the method of implementation of the 38 hour week may be any one of the following:
 - (a) by workers working less than eight ordinary hours each day; or
 - (b) by workers working less than eight ordinary hours on one or more days each week; or
 - (c) by fixing one day of ordinary working hours on which all workers will be off duty during a particular work cycle; or
 - (d) by rostering workers off duty on various days of the week during a particular work cycle so that each worker has one day of ordinary hours off duty during that cycle.
 - (e) Any day off duty shall be arranged so that it does not coincide with a holiday prescribed in subclause (1) of Clause 8. - Holidays of this award.
- (2) In each plant an assessment should be made as to which method of implementation best suits the business and the proposal shall be discussed with the workers concerned, the objective being to reach agreement on the method of implementation prior to 1/10/84.
- (3) In the absence of an agreement at plant level, the procedure for resolving special, anomalous or extraordinary problems shall be as follows:
 - (a) Consultation shall take place within the particular establishment concerned.
 - (b) If it is unable to be resolved at establishment level, the matter shall be referred to the State Secretary of the Union (or Unions) concerned or his deputy, at which level a conference of the parties shall be convened without delay.
 - (c) In the absence of agreement either party may refer the matter to the Western Australian Industrial Commission.
- (4) Different methods of implementation of a 38 hour week may apply to various groups or sections of workers in the plant or establishment concerned.
- (5) Notice of Days Off Duty.

Except as provided in subclause (6) hereof, in cases where, by virtue of the arrangement of his ordinary working hours, a worker in accordance with paragraphs (c) and (d) of subclause (1) hereof, is entitled to a day off duty during his work cycle, such worker shall be advised by the employer at least four weeks in advance of the day he is to take off duty.
- (6) (a) An employer, with the agreement of the majority of workers concerned, may substitute the day a worker is to take off in accordance with paragraphs (c) and (d) of subclause (1) hereof, for another day in the case of a breakdown in machinery or a failure or shortage of electric power

or to meet the requirements of the business in the event of rush orders or some other emergency situation.

- (b) An employer and worker may by agreement substitute the day the worker is to take off for another day.
- (c) Where Rostered Days Off are allowed to accumulate, the employer may require that they be taken within 12 months of the employee becoming entitled to an RDO.

Section C - Procedures for In-Plant Discussions:

- (1) Procedures shall be established for in-plant discussions, the objective being to agree on the method of implementing a 38 hour week in accordance with Sections A - Hours and B - Implementation of 38 Hour Week of this clause and shall entail an objective review of current practices to establish where improvements can be made and implemented.
- (2) The procedures should allow for in-plant discussions to continue even though all matters may not be resolved by 1/10/84.
- (3) The procedures should make suggestions as to the recording of understandings reached and methods of communicating agreements and understandings to all workers, including the overcoming of language difficulties.
- (4) The procedures should allow for the monitoring of agreements and understandings reached in-plant.
- (5) In cases where agreement cannot be reached in-plant in the first instances or where problems arise after initial agreements or understandings have been achieved in-plant, a formal monitoring procedure shall apply. The basic steps in this procedure shall be as applies with respect to special, anomalous or extraordinary problems as prescribed in subclause (3) of Section B of this clause.

Section D - Hours Transition Provision:

- (1) The concept of a 38 hour week shall operate from 1/8/84. However, in recognition of the difficulties associated with its introduction an employer may implement the 38 hour week after that date provided that such implementation shall occur no later than 1/10/84.
- (2) Where an employer implements the 38 hour week at a date later than 1/8/84 an employee shall become entitled to a payment at the date of implementation which shall accrue at the rate of two ordinary hours' pay for each week of 40 ordinary hours that is worked after 1/8/84. Provided that in any such week where less than 40 ordinary hours are worked then the rate of two ordinary hours' pay shall be reduced proportionately except where a worker is absent from duty in a circumstance that entitles him to payment for the absence pursuant to other provisions of this award.

7. - OVERTIME

- (1) The provisions of this clause shall apply to all workers.
- (2) (a) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.
- (b) No Union or Association party to this award, or worker or workers 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.
- (3) (a) Subject to the provisions of this subclause, all work done beyond the ordinary working hours on any day, Monday to Friday, inclusive, shall be paid for at the rate of time and one-half for the first two hours and double time thereafter.

For the purposes of this subclause, ordinary hours shall mean the hours of work fixed in an establishment in accordance with Sections A - Hours, B - Implementation of 38 Hour Week and C - Procedures for In-Plant Discussions of Clause 6 - Hours of this award.

- (b) (i) Work done on Saturdays after 12.00 noon or on Sundays shall be paid for at the rate of double time.
- (b) (ii) Work done on any day prescribed as a holiday under this award shall be paid for at the rate of double time and one-half.
- (c) Work done on Saturdays prior to 12.00 noon shall be paid for at the rate of time and one-half for the first two hours and double time thereafter but this paragraph does not apply in a case to which paragraph (d) of subclause (1) of Section A - Hours of Clause 6 - Hours of this award applies.
- (d) In computing overtime each day shall stand alone.
- (e) Overtime on shift work shall be based on the rate payable for shift work.
- (f) A worker who is recalled to work shall be paid for a minimum of three hours at overtime rates.
- (4) (a) By agreement between the employee and employer time off in lieu of payment for overtime may be granted proportionate to the payment to which the employee is entitled. Such time to be taken in unbroken periods according to each period of overtime worked unless otherwise agreed between the employee and employer concerned.
- (b) The actual period of time off may be accrued and taken at a time agreed between the employer and employee concerned.

8. - HOLIDAYS

- (1) The following days, or the days observed in lieu, shall subject to clause 6 hereof, be allowed as holidays without deduction of pay, namely - New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in the subclause.
- (2) When any of the days mentioned in subclause (1) hereof falls on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday, and when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.
- (3) On any public holiday not prescribed as a holiday under this award the employer's establishment or place of business may be closed, in which case a worker need not present himself for duty and payment may be deducted, but if work be done ordinary rates of pay shall apply.
- (4) All time worked on any day prescribed as a holiday in subclause (1) hereof shall be paid for at the rate of double time and a half.
- (5) Where an employee has additional leave granted pursuant to subclause (1) of this clause, the employer may require such leave to be taken within twelve months of falling due.

8A. - ANNUAL LEAVE

- (1) Except as hereinafter provided a period of four consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve months' continuous service with such employer.

- (2) A worker before going on leave shall be paid the wages he would have received in respect of the ordinary time he would have worked had he not been on leave during the relevant period.
- (3)
 - (a) In addition to his payment for annual leave a worker shall receive a loading of 17.5 percent calculated on his ordinary rate of wage. Provided that where the worker would have received any additional rates for the work performed in ordinary hours, as prescribed by this award, had he not been on leave during the relevant period and such additional rates would have entitled him to a greater amount than the loading of 17.5 percent, then such additional rates shall be added to his ordinary wage in lieu of the 17.5 percent loading. Provided further, that if the additional rates would have entitled him to a lesser amount than the loading of 17.5 percent, then such loading of 17.5 percent shall be added to his ordinary rate of wage in lieu of the additional rates.
 - (b) The loading prescribed by this subclause shall not apply to proportionate leave on termination.
- (4) If any award holiday falls within a worker's period of annual leave and is observed on a day which in the case of that worker would have been an ordinary working day there shall be added to that period one day being an ordinary day for each such holiday observed as aforesaid.
- (5) If, after one month's continuous service in any qualifying period a worker lawfully leaves his employment or his employment is terminated by his employer through no fault of the worker, the worker shall -
 - (a) if such termination occurs before 1/8/84 be paid 3.08 hours' pay at the rate of wage prescribed by subclause (1) of this clause, divided by forty, in respect of each completed week of continuous service; or
 - (b) if termination occurs on or after 1/8/84 be paid 2.923 hours' pay at the rate of wage prescribed by subclause (1) of this clause, divided by thirty-eight in respect of each complete week of continuous service.
- (6) Any time in respect of which a worker is absent from work except time for which he is entitled to claim sick pay or time spent on holidays, annual leave or long service leave as prescribed by this award shall not count for the purpose of determining his right to annual leave.
- (7)
 - (a) Notwithstanding anything else herein contained an employer who observes a Christmas closedown for the purpose of granting annual leave may require a worker to take his annual leave in not more than two periods but neither of such periods shall be less than one week.
 - (b) In the event of a worker being employed by an employer for portion only of a year, he shall only be entitled, subject to subclause (5) of this clause, to such leave on full pay as is proportionate to his length of service during that period with such employer, and if such leave is not equal to the leave given to the other workers he shall not be entitled to work or pay whilst the other workers of such employer are on leave on full pay.
- (8) In special circumstances and by mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more than two periods.
- (9) A worker whose employment terminates after he has completed a 12 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 as prescribed in subclause (2) and (3) of this clause in lieu of that leave or, in lieu of so much of that leave as has not been allowed unless -
 - (a) he has been justifiably dismissed for misconduct; and
 - (b) the misconduct for which he has been dismissed occurred prior to the completion of that qualifying period.
- (10) The provisions of this clause do not apply to casual workers.

- (11) An employer may specify a reasonable period during which annual leave may not be taken to meet production requirements at the workplace concerned.
- (12) An employer may require an employee to take annual leave within twelve months of such leave falling due.

9. - ABSENCE THROUGH SICKNESS

- (1) (a) A worker who is unable to attend or remain at his place of employment during the ordinary hours of work by reason of personal ill health or injury shall be entitled to payment during such absence in accordance with the provisions of this clause.
 - (i) Worker who actually works 38 ordinary hours each week:

A worker whose ordinary hours of work are arranged in accordance with paragraph (a) or (b) of subclause (1) of Section B - Implementation of 38 Hour Week of Clause 6. - Hours so that he actually works 38 ordinary hours each week shall be entitled to payment during such absence for the actual ordinary hours absent.
 - (ii) Worker who works an average of 38 ordinary hours each week:

A worker whose ordinary hours of work are arranged in accordance with paragraph (c) or (d) of subclause (1) of Section B - Implementation of 38 Hour Week of Clause 6. - Hours so that he works an average of 38 ordinary hours each week during a particular work cycle shall be entitled to pay during such absence calculated as follows:

<u>duration of absence</u>	<u>X</u>	<u>appropriate weekly rate</u>
ordinary hours normally worked		5
that day		

A worker shall not be entitled to claim payment for personal ill health or injury nor will his sick leave entitlement be reduced if such ill health or injury occurs on the week day he is to take off duty in accordance with paragraph (c) or (d) of subclause (1) of Section B - Implementation of 38 Hour Week of Clause 6. - Hours.
 - (b) Notwithstanding the provisions of paragraph (a) of this subclause a worker may adopt an alternative method of payment of sick leave entitlements where the employer and the majority of his employees so agree.
 - (c) Entitlement to payment shall accrue at the rate of 1/6th 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 a worker is absent on the grounds of personal ill health or injury for a period longer than his entitlement to paid sick leave, payment may be adjusted at the end of that year of service or at the time the worker's services terminate if before the end of that year of service, to the extent that the worker 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 worker if the absence by reason of personal ill health or injury exceeds the period for which entitlement has accrued during the year at the time of the absence. Provided that a worker shall not be entitled to claim payment for any period exceeding ten weeks in any one year of service.
 - (3) To be entitled to payment in accordance with this clause the employee shall as soon as reasonably practicable advise the employer of his/her inability to attend for work, the nature of his/her illness or injury and the estimated duration of the absence. Provided that such advice, other than in extraordinary circumstances, shall be given to the employer within 24 hours of the commencement of the absence.

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

- (4) The provisions of this clause do not apply to a worker who fails to produce a certificate from a medical practitioner dated at the time of the absence or who fails to supply such other proof of the illness or injury as the employer may reasonably require, provided that the worker shall not be required to produce a certificate from a medical practitioner with respect to absences of two days or less unless after two such absences 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 a worker who suffers personal ill health or injury during the time when he is absent on annual leave and the worker 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 worker was confined to his place of residence or a hospital as a result of his personal ill health or injury for a period of seven consecutive days or more and he produces a certificate from a registered medical practitioner that he was so confined. Provided that the provisions of this paragraph do not relieve the worker of the obligation to advise the employer in accordance with subclause (3) of this clause if he is unable to attend for work on the working day next following his annual leave.
 - (c) Replacement of paid annual leave by paid sick leave shall not exceed the period of paid sick leave to which the worker was entitled at the time he proceeded on annual leave and shall not be made with respect to fractions of a day.
 - (d) Where paid sick leave has been granted by the employer in accordance with paragraphs (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid sick leave is hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the worker, or failing agreement, shall be added to the worker's next period of annual leave, or if termination occurs before then, be paid for in accordance with the provisions of Clause 8A. - 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 8A. - 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 worker's service has been deemed continuous in accordance with subclause (3) of Clause 2 of the Long Service Leave provisions published in Volume 63 of the Western Australian Industrial Gazette at pages 1-4, the paid sick leave standing to the credit of the worker at the date of transmission from service with the transmittor shall stand to the credit of the worker at the commencement of service with the transmittee 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 workers who are entitled to payment under the Workers' Compensation Act nor to workers whose injury or illness is the result of the worker's own misconduct.
- (8) The provisions of this clause do not apply to casual workers.

10. - TIME AND WAGES RECORD

- (1) The employer shall keep or cause to be kept a record wherein shall be entered -
 - (a) the name of each worker;
 - (b) the nature of his employment;

- (c) the total hours worked each day;
 - (d) the wages and overtime (if any) received therefore;
 - (e) the age of each junior worker.
- (2) The employer shall be responsible for the proper posting of the record each week, which shall be signed weekly only if correct, by the worker. Such record shall be open for inspection at the factory office by a duly accredited representative of the Union during working hours.

11. - CONTRACT OF SERVICE

- (1) Except as provided for in subclause (5) of this clause on the first day of engagement an employee shall be notified by the employer or by the employer's representative, whether the duration of his/her employment is expected to exceed one month and, if the employee is hired as a casual employee he/she shall be advised accordingly.
- (2) (a) (i) The period of notice of termination in the case of a casual employee shall be one hour.
- (ii) If the required notice of termination is not given, one hour's wages shall be paid by the employer or forfeited by the employee.
- (b) An employee shall, for the purpose of this award, be deemed to be a casual employee:
- (i) if the expected duration of the employment is less than one month; or
 - (ii) if the notification referred to in subclause (1) of this clause is not given and the employee is dismissed, through no fault of his own, within one month of commencing employment.
- (3) Except as provided for in subclause (5) of this clause and except for a casual employee, a week's notice shall be given on either side or in lieu of notice, by the payment or forfeiture, to terminate the employment of a weekly hand.
- (4) Provided this shall not affect the right of an employer to dismiss a worker without notice for misconduct, in which case wages shall be paid up to the time of dismissal.
- (5) The employer may engage an employee on a probationary period for not longer than three months during which time it will be possible for either the employee or employer to end the contract with one days notice.
- (6) The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

12. - MEAL MONEY

- (1) An employee required to work overtime for more than two hours without being notified on the previous day or earlier that he/she will be so required to work, shall be supplied with a meal by his/her employer or paid \$10.20 for a meal.
- (2) If the amount of overtime required to be worked necessitates a second or subsequent meal, the employer shall, unless he/she has notified the employees concerned on the previous day or earlier, that such second or subsequent meal will also be required, provide such meals or pay an amount of \$8.90 for each second or subsequent meal.
- (3) No such payments need be made to employees living in the same locality as their workshops who can reasonably return home for such meals.

- (4) If an employee in consequence of receiving such notice has provided himself/herself with a meal or meals and is not required to work overtime, or is required to work less overtime than notified, he/she shall be paid the amount prescribed in respect of the meals not then required.

13. - RIGHT OF ENTRY

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

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

14. - BOARD OF REFERENCE

- (1) The Court may appoint for the purpose of this Award a Board or Boards of Reference. Each Board shall consist of a chairman and two (2) other representatives, one to be nominated by each of the parties.

There are assigned to each such Board in the event of no agreement being arrived at between the parties to the award, the functions of -

- (i) adjusting any matters of difference which may arise between the parties from time to time except such as involve interpretations of the provisions of the Award or any of them;
 - (ii) deciding any other matters that the Court may refer to such Board from time to time.
- (2) An appeal shall lie from any decision of such Board in the manner and subject to the conditions prescribed in the Industrial Arbitration Act, 1912 which for this purpose are embodied in the Award.

15. - SUPPORTED WAGE SYSTEM

- (1) This clause defines the conditions which will apply to employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this award. In the context of this clause the following definitions will apply:
 - (a) "Supported Wage System" means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in "[Supported Wage System: Guidelines and Assessment Process]".
 - (b) "Accredited Assessor" means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.

- (c) "Disability Support Pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.
- (d) "Assessment instrument" means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the supported wage system.

(2) Eligibility criteria

- (a) Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.
- (b) This clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.
- (c)
 - (i) This award does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the Disability Services Act 1986 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of, or are eligible for, a Disability Support Pension, and such employees.
 - (ii) Provided that this exclusion shall not prevent Services funded under Section 10 or 12A of the Act referred to in subparagraph (i) hereof, engaging persons who meet the eligibility criteria under the Supported Wage System, on work covered by this Award, where both parties wish to access the System and all other criteria are met.

(3) Supported wage rates

- (a) Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this award for the class of work which the person is performing according to the following schedule:

<u>Assessed capacity</u> (subclause 4)	<u>% of prescribed award rate</u>
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

- (b) Provided that the minimum amount payable shall be not less than \$45 per week.
- (c) Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

(4) Assessment of capacity

For the purpose of establishing the percentage of the award rate to be paid to an employee under this award, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

- (a) The employer and union party to the award, in consultation with the employee or,
 - (b) The employer and an accredited assessor agreed to by the employer and the union party to the Award in consultation with the employee.
- (5) Lodgment of assessment instrument
- (a) All assessment instruments under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Western Australian Industrial Relations Commission.
 - (b) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where the union which is party to the award, is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within ten working days.
- (6) Review of assessment
- The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.
- (7) Other terms and conditions of employment
- Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other employees covered by this award, but be paid at the rate of wage as determined in accordance with this clause.
- (8) Workplace adjustment
- An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re design of job duties, working time arrangements and work organisation in consultation with other employees in the area.
- (9) Trial period
- (a) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
 - (b) During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
 - (c) The minimum amount payable to the employee during the trial period shall be no less than \$45.00 per week.
 - (d) Work trials should include induction or training as appropriate to the job being trialed.
 - (e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the assessment under subclause (4) of this clause.
- (10) The conditions of employment, as agreed, to apply during a trial period or in a continuing employment relationship shall be documented, a copy of which shall be provided by the employer to the person employed in accordance with this clause.

16. - JUNIOR WORKERS

- (1) Upon being engaged a junior worker shall establish his full name and date of birth by the production of a record of his registration of birth or by such other means as are satisfactory to the employer.
- (2) Proportion -
 - (i) Subject to the following paragraphs the proportion of junior male employees to adult male employees employed under classification (b) of the wages schedule shall be not more than one junior to every three adult male employees, and the proportion of junior females to adult females shall be not more than two junior females to every one adult female employed.
 - (ii) The foregoing shall not necessitate the dismissal of any person employed at the date of this Order, and it shall not constitute a breach of this provision if the retaining of existing staff does not conform to the aforesaid proportion.
 - (iii) It shall not constitute a breach of paragraph (1) hereof if the employer can establish that he is not able to obtain the services of suitable adult labour.

17. - MIXED FUNCTIONS

A worker engaged for more than two hours of one day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift. If employed for less than two hours of one day or shift he shall be paid the higher rate for the time so worked.

18. - SHIFT WORK

- (1) The provisions of this clause apply to all workers engaged on shift work.
- (2) An employer may, if he so desires, work his establishment on shifts, but before doing so, shall give notice of his intention to the Union 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 the workers employed on such afternoon or night shifts shall be paid at overtime rates.
 - (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. then the whole shift shall be paid for at the rate which applies to the major portion of the shift.
- (5) A shift worker when on afternoon or night shift shall be paid per shift of eight hours, a loading at the rate of 15 percent in addition to his ordinary rate prescribed by this award.
- (6) When work is performed on any shift other than day shift the ordinary working hours prescribed by Clause 6. - Hours, of this award shall be inclusive of a paid meal interval of 20 minutes.

19. - BREAKDOWNS

The employer shall be entitled to deduct payment for any day or portion of a day upon which the worker cannot be usefully employed, because of any strike by the Union or Unions affiliated with it or by any other association

or union or through the breakdown of the employer's machinery or any stoppage of work by any cause which the employer cannot reasonably prevent.

20. - CASUAL WORKERS

Any worker employed as a casual worker, in accordance with Clause 11. - Contract of Service of this award shall receive twenty per cent in addition to the rate specified for the class of work performed.

21. - POSTING OF AWARD AND UNION NOTICES

Every employer shall allow Union Notices, except those which on reasonable grounds he considers objectionable, and a copy of this Award to be posted up by the Union in a place accessible to the workers and approved by the employer.

22. - REST PERIOD

A rest period of ten (10) minutes between 10 a.m. and 10.15 a.m., each day shall be given to all workers without deduction of pay.

23. - EXTRA RATES

Any employee required to repair canvas goods of all descriptions which are of an unusually dirty or offensive nature shall be paid 37 cents per hour in addition to the ordinary rate.

24. - 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) tradespersons and shall not be taken in excess of that ratio unless -

- (a) the Union so agrees, or
- (b) the W.A. Industrial Commission so determines.

25. - WAGES

- (1) The minimum weekly rate of wage payable to an employee covered by this award shall include the base rate plus the Arbitrated Safety Net Adjustment expressed hereunder:

	Base Rate	Arbitrated Safety Net Adjustments	Minimum Rate
	\$	\$	\$
Tradespersons			
Canvas and Vinyl Fabricator	397.60	405.60	803.20
Other Classifications			
(a) Bag and sack repairing machinist	339.70	402.30	742.00
(b) Labourers in bag and sack repairing sections	331.50	401.80	733.30
(c) Bag-making machinist	336.50	402.10	738.60
(d) Sailmaker (as defined)	369.80	404.00	773.80
(e) Manufacturer and/or repair of sails and ship's gear (including nets, fenders and rigging) and other articles that require	346.80	402.80	749.60
		First six months of employment on such work -	

	the hand sewing of incomplete ropes by use of palm and needle:	Between six and twelve months of employment on such work	349.40	402.90	752.30
		After twelve months of employment on such work	354.10	403.10	757.20
(f)	Manufacture and/or repair of canvas goods of all description covered by this award including plastic substitutes for canvas:	First six months of employment on such work	339.90	402.30	742.20
		Between six and twelve months of employment on such work	342.60	402.50	745.10
		After twelve months of employment on such work	347.50	402.80	750.30
(g)	Sewing machinist, cutter or repairer of canvas:	First six months of employment on such work -	339.90	402.30	742.20
		Between six and twelve months of employment on such work	342.60	402.50	745.10
		After twelve months of employment on such work	347.50	402.80	750.30
(h)	Sewing Machinist (bag)	First six months of employment on such work -	339.90	402.30	742.20
		Thereafter	342.60	402.50	745.10
(i)	All Others		342.70	402.50	745.20

(2) Junior Employees: Junior employees shall receive the prescribed percentage of the "All Others" rate per week.

	%
16 years of age and under	50
17 years of age	60
18 years of age	70
19 years of age	80
20 years of age	90

(3) Apprentices - (Percent of the "Tradespersons" rate per week)

(a)	Four-Year Term	%
	First year	42
	Second year.....	55
	Third year.....	75
	Fourth year.....	88

(b)	Three and a Half-Year Term	%
	First six months	42
	Next year	55
	Next year	75
	Final year	88

(c)	Three-Year Term	%
	First year	55
	Second year	75
	Third year	88

(4)

(a) No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.

(b) The minimum adult award wage for full-time employees aged 21 or more working under an award that provides for a 38 hour week is \$726.90 per week.

The minimum adult award wage for full-time employees aged 21 or more working under awards that provide for other than a 38 hour week is calculated as follows: divide \$726.90 by 38 and multiply by the number of ordinary hours prescribed for a full time employee under the award.

The minimum adult award wage is payable on and from the commencement of the first pay period on or after 1 July 2018.

(c) The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case Decisions.

(d) Unless otherwise provided in this clause adults aged 21 or more 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.

(e) 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 (if applicable) to the minimum adult award wage, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.

(i) The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or government approved work placement programs 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*.

(f) 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.

(g) Subject to this clause the minimum adult award wage shall –

(i) Apply to all work in ordinary hours.

(ii) 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.

(h) 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 2018 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.

(i) Adult Apprentices

- (i) Notwithstanding the provisions of this clause, the minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for a 38 hour week is \$621.10 per week.
- (ii) The minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for other than a 38 hour week is calculated as follows: divide \$621.10 by 38 and multiply by the number of ordinary hours prescribed for a full time apprentice under the award.
- (iii) The minimum adult apprentice wage is payable on and from the commencement of the first pay period on or after 1 July 2018.
- (iv) Adult apprentices aged 21 years or more employed on a part-time basis shall not be paid less than pro rata the minimum adult apprentice wage according to the hours worked.
- (v) The rates paid in the paragraphs above to an apprentice 21 years of age or more are payable on superannuation and during any period of paid leave prescribed by this award.
- (vi) 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.

(5) Leading Hands: Any employee placed by the employer in charge of other employees shall be paid the following rates in addition to their ordinary rate of wage:

	Per Week \$
In charge of 1 - 5 employees	26.10
In charge of 6 - 10 employees	40.10
In charge of 11 or more employees	51.60

(6) Tool Allowance:

- (a) Where an employer does not provide a tradesperson or an apprentice with the tools ordinarily required by that tradesperson or apprentice in the performance of their work as a tradesperson or apprentice the employer shall pay tool allowance of:
 - (i) \$12.30 per week to such tradesperson; or
 - (ii) in the case of an apprentice a percentage of \$12.80 being the percentage which appears against his/her year of apprenticeship in subclause (4) of this clause.

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

- (c) An employer shall provide for the use of tradespersons or apprentices all necessary power tools, special purpose tools and precision measuring instruments.
 - (d) A tradesperson or apprentice shall replace or pay for any tools supplied by their employer if lost through their own negligence.
- (7) 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.

26. - LONG SERVICE LEAVE

The long service leave provisions set out in Volume 59 of the "Western Australian Industrial Gazette" at pages 1 to 6 inclusive are hereby incorporated in and shall be deemed to be part of this award.

27. - DEFINITIONS

"Sailmaker" means a person who is required to and is capable of designing and making sails. He must be capable of performing all of the following functions:

- (a) Laying out and cutting of the sails.
- (b) Supervise the joining and assembling of the sail, including the positioning of the batten pockets and cuts the flow to luff and leech of sail.
- (c) Supervise and/or perform the work of "ticking" ropes to surround the sail.
- (d) Supervise the "hand finishing" of the sail and be responsible for the final cut of the sail and will modify the sail if necessary.

"Tradesperson" means

- (a) a person who has satisfactorily completed a recognised apprenticeship, or
- (b) a person who works as a tradesman and is responsible for the supervision of an apprentice, or
- (c) a person who has performed the work of a tradesperson for six or more years.

28. - BEREAVEMENT LEAVE

A worker shall, on the death within Australia of a wife, husband, de-facto wife or de-facto husband, father, father-in-law, mother, mother-in-law, brother, sister, child or stepchild be entitled on notice, 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 worker in two ordinary working days. Proof of such death shall be furnished by the worker to the satisfaction of his employer.

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

29. - FIRST AID

Adequate first aid equipment shall be provided in all establishments.

30. - MATERNITY LEAVE

(1) Eligibility for Maternity Leave.

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

For the purposes of this clause :

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

(2) Period of Leave and Commencement of Leave.

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

(3) Transfer to a Safe Job.

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

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

(4) Variation of Period of Maternity Leave.

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

(5) Cancellation of Maternity Leave.

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

(6) Special Maternity Leave and Sick Leave.

- (a) Where the pregnancy of a worker not then on maternity leave terminates after 28 weeks other than by the birth of a living child then -
 - (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, or
 - (ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.
- (b) Where a worker not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed 52 weeks.
- (c) For the purposes of subclauses (7), (8) and (9) hereof, maternity leave shall include special maternity leave.
- (d) A worker returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of a worker who was transferred to a safe job pursuant to subclause (3), to the position she held immediately before such transfer.

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

(7) Maternity Leave and Other Leave Entitlements.

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

(8) Effect of Maternity Leave on Employment.

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

(9) Termination of Employment.

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

- (b) An employer shall not terminate the employment of a worker on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.
- (10) Return to Work After Maternity Leave.
- (a) A worker shall confirm her intention of returning to her work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.
 - (b) A worker, upon the expiration of the notice required by paragraph (a) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of a worker who was transferred to a safe job pursuant to subclause (3), to the position which she held immediately before such transfer. Where such position no longer exists but there are other positions available for which the worker is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wages to that of her former position.
- (11) Replacement workers.
- (a) A replacement worker is a worker specifically engaged as a result of a workers proceeding on maternity leave.
 - (b) Before an employer engages a replacement worker under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the worker who is being replaced.
 - (c) Before an employer engages a person to replace a worker temporarily promoted or transferred in order to replace a worker exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the worker who is being replaced.
 - (d) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement worker.
 - (e) A replacement worker shall not be entitled to any of the rights conferred by this clause except where her employment continues beyond the twelve months qualifying period.

31. - NO REDUCTION

Nothing contained in this award shall entitle an employer to reduce the wage of any employee who at 28th April, 1983, is being paid a higher rate of wage than the minimum for his or her class of work.

32. - PAYMENT OF WAGES - 38 HOUR WEEK

- (1) Each worker shall be paid the appropriate rate shown in Clause 25. - 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 a worker, wages shall be paid as follows:
 - (a) Actual 38 ordinary hours:

In the case of a worker whose ordinary hours of work are arranged in accordance with paragraphs (a) or (b) of subclause (1) of Section B - Implementation of 38 Hour Week of Clause 6. - Hours so that he works 38 ordinary hours each week, wages shall be paid weekly or fortnightly according to the actual ordinary hours worked each week or fortnight.
 - (b) Average of 38 ordinary hours:

Subject to subclauses (3) and (4) hereof, in the case of a worker whose ordinary hours of work are arranged in accordance with paragraphs (c) or (d) of subclause (1) of Section B - Implementation of 38 Hour Week of Clause 6. - Hours so that he works an average of 38 ordinary hours each week during a particular work cycle, wages shall be paid weekly or fortnightly according to a weekly average of ordinary hours worked even though more or less than 38 ordinary hours may be worked in any particular week of the work cycle.

SPECIAL NOTE - EXPLANATION OF AVERAGING SYSTEM:

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

- (i) Section B - Implementation of 38 Hour Week of Clause 6. - Hours in subclause (1) paragraphs (c) and (d) provides that in implementing a 38 hour week the ordinary hours of a worker may be arranged so that he is entitled to a day off, on a fixed day or rostered day basis, during each work cycle. It is in these circumstances that the averaging system would apply.
- (ii) If the 38 hour week is to be implemented so as to give a worker 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 workers' ordinary hours were arranged on the basis that for three of the four weeks he worked 40 ordinary hours each week and in the fourth week he worked 32 ordinary hours. That is, he would work for eight ordinary hours each day, Monday to Friday inclusive for three weeks and eight ordinary hours on four days only in the fourth week - a total of 19 days during the work cycle.
- (iii) In such 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 25. - Wages of this award, and shall be paid each week even though more or less than 38 ordinary hours are worked that week.

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

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

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

(3) Absences from Duty:

- (a) An employee whose ordinary hours are arranged in accordance with paragraphs (c) or (d) of subclause (1) of Section B - Implementation of 38 Hour Week of Clause 6. - Hours and who is paid wages in accordance with paragraph (a) of subclause (2) hereof and is absent from duty (other than on annual leave, long service leave, holidays prescribed under this award, paid sick leave, workers' compensation or bereavement leave) shall, for each day he is so absent, lose average pay for that day calculated by dividing his average weekly wage rate by 5.

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

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

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

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

EXAMPLES:

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

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

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

- (2). Employee takes each of the four days off without authorisation in the 4th week.

Week of Cycle	Payment
1st, 2nd and 3rd weeks	= average pay each week
4th week	= average pay less 4/5ths of average pay for the four days absent less total of credits not accrued that week
	= 1/5th average pay less 4 x 0.4 hours x average weekly pay ----- 38
	= 1/5th average pay less 1.6 hours x average weekly pay ----- 38

(4) Alternative Method of Payment

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

(5) Day Off Coinciding With Pay Day

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

(6) The employee may be paid his/her wages by cheque or into his/her bank account. Where the employee is paid wages by electronic funds transfer then the employer, in agreement with the employees concerned and the Union, may specify a limited number of sources into which the funds may be transferred.

(7) Termination of Employment

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

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

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

(8) Details of Payments to be Given

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

(9) Calculation of Hourly Rate

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

(10) No deduction shall be made from an employee's wages unless the worker had authorised such deduction in writing.

33. - HIGHER DUTIES ALLOWANCE

(1) A worker who performs duties which carry a higher minimum rate than that which such worker usually performs shall be entitled to the higher minimum rate while so employed.

(2) Where such worker is engaged in the higher grade of work for more than two hours in any one day, the worker shall be paid the higher rate for the whole day.

34. - SUPERANNUATION

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

(1) Employer Contributions:

- (a) An employer shall contribute 9% of ordinary time earnings per eligible employee into one of the following Approved Superannuation Funds:
 - (i) Westscheme; or
 - (ii) an exempted Fund allowed by subclause (4) of this clause.
- (b) Except where the Trust Deed provides otherwise employer contributions shall be paid on a monthly basis for each week of service that the eligible employee completes with the employer.
- (c) No contributions shall be made for periods of unpaid leave, or unauthorised absences in excess of 38 ordinary hours or for periods of workers' compensation in excess of 52 weeks. No contributions shall be made in respect of annual leave paid out on termination or any other payments on terminations.

(2) Fund Membership:

- (a) Contributions in accordance with subclause (1) - Employer Contributions of this clause, shall be calculated by the employer on behalf of each employee from the date one month after the employee commences employment, unless the employee fails to return a completed application to join the Fund and the employer has complied with the following:
 - (i) the employer shall provide the employee with an application to join the Fund and documentation explaining the Fund within one week of employment commencing.
 - (ii) If the employee fails to return to the employer a completed application to join the Fund within two weeks of receipt, the employer shall send to the employee by certified mail, a letter setting out relevant superannuation information, the letter of denial set out in subclause (6) of this clause and an application to join the Fund.
 - (iii) Where the employee completes and returns the letter of denial, no contribution need be made on that employee's behalf.
 - (iv) Where the employee completes and returns neither the application to join the Fund nor the letter of denial within one week of postage, the employer shall advise either the Union or the Fund Administrator in writing of the employee's failure to return the completed form.
 - (v) From two weeks following the employer's advice pursuant to paragraph (iv) should the employee not have returned the completed form the employer shall be under no obligation to make superannuation payments on behalf of that employee.

Provided that if at any time an employee returns a signed application form, notwithstanding a previous failure to return such form or the return of a letter of denial, the employer shall make contributions on behalf of that employee from the date of return of the signed application form.

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

(3) Definitions:

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

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

(4) Exemptions:

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

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

(5) Operative Date:

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

(6) Letter of Denial:

The letter of denial shall be in the following form:

"To (employer)

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

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

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

(Signature)

(Name)

(Address)

(Classification)

(Date)"

Compliance, Nomination and Transition

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

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

35. - AWARD MODERNISATION AND ENTERPRISE CONSULTATION

- (1) The parties to this award are committed to co-operating positively to increase the efficiency and productivity of the industry to enhance the career opportunities and job security of employees in the industry.
- (2) At each plant or enterprise a consultative mechanism may be established by the employer, or shall be established upon request by the employees or their Union. The consultative mechanism and procedure shall be appropriate to the size, structure and needs of that plant or enterprise.
- (3) Where a consultative committee is established, it will be free to address any matter which is consistent with the objectives of subclause (1) of this clause.
- (4) Discussions that take place will have regard to the following requirements:
 - (a) the changes sought shall not affect provisions reflecting State standards;
 - (b) the majority of employees affected by the change at the plant or enterprise must genuinely agree to the change;
 - (c) any agreement shall not, in the context of a total package, provide for a set of conditions of a lesser standard than that provided by the award and no employee shall have a lesser income as a result of the conditions provided for in such agreement;
 - (d) the Union must be a party to any agreement which affects the wages and/or conditions of employment of employees;
 - (e) the Union shall not unreasonably oppose any agreement;
 - (f) any agreement relating to award matters shall be subject to approval by the Western Australian Industrial Relations Commission and, if approved, shall operate as a schedule to this award and take precedence over any provision of this award to the extent of any inconsistency;
 - (g) if agreement cannot be reached on a particular issue, then the matter may be referred to the Western Australian Industrial Relations Commission for determination.

APPENDIX - RESOLUTION OF DISPUTES REQUIREMENT

- (1) This Appendix is inserted into the award/industrial agreement as a result of legislation which came into effect on 16 January 1996 (Industrial Relations Legislation Amendment and Repeal Act 1995) and further varied by legislation which came into effect on 23 May 1997 (Labour Relations Legislation Amendment Act 1997).
- (2) Subject to this appendix, and in addition to any current arrangements the following procedures shall apply in connection with questions, disputes or difficulties arising under this award/industrial agreement.
 - (a) The persons directly involved, or representatives of person/s directly involved, shall discuss the question, dispute or difficulty as soon as is practicable.
 - (b)
 - (i) If these discussions do not result in a settlement, the question, dispute or difficulty shall be referred to senior management for further discussion.
 - (ii) Discussions at this level will take place as soon as practicable.
- (3) The terms of any agreed settlement should be jointly recorded.
- (4) Any settlement reached which is contrary to the terms of this award/industrial agreement shall not have effect unless and until that conflict is resolved to allow for it.
- (5) Nothing in this appendix shall be read so as to exclude an organisation party to or bound by the award/industrial agreement from representing its members.
- (6) Any question, dispute or difficulty not settled may be referred to the Western Australian Industrial Relations Commission provided that with effect from 22 November 1997 it is required that persons involved in the question, dispute or difficulty shall confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Commission.

SCHEDULE A - PARTIES TO THE AWARD

The following organization is a party to this award:

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

SCHEDULE B - RESPONDENTS

Acme Canvas Workers (No longer in business)

Colquhoun's Fremantle Bag Co.

Joyce Bros. W.A. Pty Ltd

M. Morris & Co. (No longer in business)

Rolly Tasker (No longer in business)

J Gadsden Pty Ltd

Westralian Farmers Co-Operative Ltd

VARIATION RECORD

BAG, SACK AND TEXTILE AWARD
NO. 3 OF 1960

Delivered 04/11/60 at 40 WAIG 638

Section 93(6) Consolidation 07/10/77 at 57 WAIG 1525

Section 93(6) Consolidation 22/12/94 at 75 WAIG 245

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
---------------	------------------------	--------------	-------------------	----------------------

1. Title

(1A. State Wage Principles)

Ins. Cl.	1752/91	31/01/92	72 WAIG 191
----------	---------	----------	-------------

Cl. & Title	1457/93	24/12/93	74 WAIG 198
-------------	---------	----------	-------------

(1A. State Wage Principles December 1993)

Cl. & Title	985/94	30/12/94	75 WAIG 23
-------------	--------	----------	------------

(1A. Statement of Principles December 1994)

Cl. & Title	1164/95	21/03/96	76 WAIG 911
-------------	---------	----------	-------------

(1A. Statement of Principles March 1996)

Cl & Title	915/96	7/08/96	76 WAIG 3368
------------	--------	---------	--------------

(1A Statement of Principles - August 1996)

Cl & Title	940/97	14/11/97	77 WAIG 3177
------------	--------	----------	--------------

(1A. Statement of Principles - November 1997)

Cl & Title	757/98	12/06/98	78 WAIG 2579
------------	--------	----------	--------------

(1A. Statement of Principles - June, 1998)

Del Cl.	609/99	06/07/99	79 WAIG 1847
---------	--------	----------	--------------

2. Arrangement

Ins 30.	345/78	21/01/80	60 WAIG 409
---------	--------	----------	-------------

Ins 24 & 31.	244/88	01/06/83	63 WAIG 1441
--------------	--------	----------	--------------

Ins. 32.	997/82	25/07/84	64 WAIG 1522
----------	--------	----------	--------------

Ins. 33.	925/84	25/02/85	65 WAIG 438
----------	--------	----------	-------------

Ins. 34.	69/85	04/07/85	65 WAIG 1331
Del. 34.	1333/87	16/12/87	68 WAIG 385
Ins 2A.	969/88	22/09/88	69 WAIG 1491
Ins 34.	217/89	01/07/89	69 WAIG 2375
Del. 2A.	1940/89	08/09/89	69 WAIG 2913
Ins. 2A	1381/89(R)	18/12/89	70 WAIG 758
Ins. 35.	127/90(R2)	20/12/90	71 WAIG 659
Cl.	1397/91	18/12/91	72 WAIG 101
Ins. 1A.	1752/91	31/01/92	72 WAIG 191
Del. 2A; Ins. Sch. of Resp.	1891/91	25/02/92	72 WAIG 782
Del Sch. I, Ins Sch. A & B	544/93	05/05/93	73 WAIG 1637
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
15. Title	1752/96	06/03/97	77 WAIG 975
1A	940/97	14/11/97	77 WAIG 3177
Del. App S49B - Inspect	491/98	16/04/98	78 WAIG 1471
1A	757/98	12/06/98	78 WAIG 2579
Del. 1A	609/99	06/07/99	79 WAIG 1847

(2A. State Wage Principles - September 1988)

Ins. Cl.	969/88	22/09/88	69 WAIG 1491
Deleted	1940/89	08/09/89	69 WAIG 2913

(2A. State Wage Principles - September 1989)

Ins. Cl.	1381/89(R)	18/12/89	70 WAIG 758
Cl. & title	1397/91	18/12/91	72 WAIG 101

(2A. State Wage Principles - June 1991)

Del.	1891/91	25/02/92	72 WAIG 782
------	---------	----------	-------------

3. Scope

4. Area

5. Term

6. Hours

Cl.	997/82	25/07/84	64 WAIG 1522
(1)-Section A	1018/87	01/11/88	69 WAIG 2108
(6) Section B	1381/89(R)	18/12/89	70 WAIG 758
Ins. (1)(h) Section A	127/90(R2)	20/12/90	71 WAIG 659

7. Overtime

Cl.	997/82	25/07/84	64 WAIG 1522
Cl.	925/84	25/02/85	65 WAIG 438
Ins. (4)	127/90(R2)	20/12/90	71 WAIG 659

8. Holidays

(5)	1381/89(R)	18/12/89	70 WAIG 758
-----	------------	----------	-------------

8A Annual Leave

Ins. (10)	511/78	24/05/79	59 WAIG 752
Del. (10)	321/79	18/12/79	60 WAIG 52
(4)	997/82	25/07/84	64 WAIG 1522
Cl.	49/83	14/09/84	64 WAIG 1752
Ins. (11) & (12)	1381/89(R)	18/12/89	70 WAIG 758

9. Absence through Sickness

Cl.	511/78	24/05/79	59 WAIG 752
Cl.	321/79	18/12/79	60 WAIG 52
Cl.	997/82	25/07/84	64 WAIG 1522
(3)	1018/87	01/11/88	69 WAIG 2108

10. Time and Wages Record

11. Contract of Service

Cl.	1018/87	01/11/88	69 WAIG 2108
Cl.	1381/89(R)	18/12/89	70 WAIG 758
Ins. (6)	1397/91	18/12/91	72 WAIG 101

12 Meal Money

Cl.	49/83	14/09/84	64 WAIG 1752
Cl.	1107/85	14/03/86	66 WAIG 517
Amounts	127/90(R2)	20/12/90	71 WAIG 659
Amounts	1385/96	12/11/96	76 WAIG 4976
Cl.	663/00	16/11/00.	80 WAIG 5518
Cl.	1038/01	08/01/02	82 WAIG 235
Cl	993/02	28/01/03	83 WAIG 493
Cl	671/03	11/3/05	85 WAIG 1104
Cl	132/06	14/02/07	87 WAIG 364
Cl	95/08	09/12/08	89 WAIG 133

13 Right of Entry

Ins. Text	2053(1)/97	22/11/97	77 WAIG 3138
-----------	------------	----------	--------------

14. Board of Reference

(15. Under Rate Workers)

Cl. & Title	1752/96	06/03/97	77 WAIG 975
-------------	---------	----------	-------------

15. Supported Wage System

16. Junior Workers

17. Mixed Functions**18. Shift Work**

Cl.	997/82	25/07/84	64 WAIG 1552
Cl.	49/83	14/09/84	64 WAIG 1752

19. Break-downs**20. Casual Workers**

Cl.	1018/87	01/11/88	69 WAIG 2108
-----	---------	----------	--------------

21. Posting of Awards and Union Notices**22. Rest Period****23. Extra Rates**

Cl.	49/83	14/09/84	64 WAIG 1752
Cl.	1107/85	12/03/86	66 WAIG 517
Amounts	127/90(R2)	20/12/90	71 WAIG 659
Amounts	1385/96	12/11/96	76 WAIG 4976
Cl	889/99	04/11/99	79 WAIG 3402
Cl.	663/00	16/11/00.	80 WAIG 5518
Cl.	1038/01	08/01/02	82 WAIG 235
Cl	993/02	28/01/03	83 WAIG 493
Cl	671/03	11/3/05	85 WAIG 1104
Cl	132/06	14/02/07	87 WAIG 364
Cl	95/08	09/12/08	89 WAIG 133

24. Apprentices

Ins Cl.	244/83	01/06/83	63 WAIG 1441
---------	--------	----------	--------------

25. Wages

Cl.	419/80	14/07/80	60 WAIG 1327
Cl.	19/81	09/01/81	61 WAIG 153
Cl.	555/80	09/01/81	61 WAIG 356
Cl.	408/82	24/11/82	62 WAIG 3006
Cl.	244/83	01/06/83	63 WAIG 1441
(7)	49/83	14/09/84	64 WAIG 1752
Cl.	969/88	22/09/88	69 WAIG 1491
Cl.	1018/87	01/11/88	69 WAIG 2108
Min. Wage \$248.80	1940/89	08/09/89	69 WAIG 2913
Cl.	1381/89(R)	18/12/89	70 WAIG 758
(1) & (2)	2475/89	22/11/89	70 WAIG 1393
(1);(2);(6);(7)	127/90(R2)	20/12/90	71 WAIG 659
Min Wage \$268.80	1309 & 1310/91	24/09/91	71 WAIG 2748
(1);(2);(6); & (7)(a)	1397/91	18/12/91	72 WAIG 101
Min. Wage \$275.50	415A/92	30/11/92	73 WAIG 4
(1);(2)renumber exist as (2);(3);(4);(5);(6)	1544/93	31/01/94	74 WAIG 901
Cl	1100/94	31/03/95	75 WAIG 2151
(1);(4); Del (7)(a)&(b) - Ins (7)	312/96	21/05/96	76 WAIG 2392
Amounts - (5); & (6)(ii)	1385/96	12/11/96	76 WAIG 4976
(7) Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
(4) Min Wage Prov	940/97	14/11/97	77 WAIG 3177
(1), (4), (5), (7), ins. (8) & (9)	1094/98	20/07/98	79 WAIG 79
(1) Rates, (4)(a)(b)(d)(h) - Min Wage & text, (9) ins text.	609/99	01/08/99	79 WAIG 1847
(5)&(6)	889/99	04/11/99	79 WAIG 3402
Cl	654/00	01/08/00	80 WAIG 3379
(5) & (6)	663/00	16/11/00.	80 WAIG 5518
Cl	752/01	01/08/01	80 WAIG 1721
(5) & (6)	1038/01	08/01/02	82 WAIG 235
(1), (4)	797/02	01/08/02	82 WAIG 1369
(5) & (6)	993/02	28/01/03	83 WAIG 493
Cl.	569/03	5/06/03	83 WAIG 1899 & 1965

(4)(9)	1197/03	1/11/03	83 WAIG 3537
Cl	570/04	4/06/04	84 WAIG 1521 & 1571
(5) & (6)	671/03	11/3/05	85 WAIG 1104
Cl.	576/05	07/07/05	85 WAIG 2083 & 2145
Cl.	957/05	07/07/06	86 WAIG 1631 & 1694
(5) & (6)	132/06	14/02/07	87 WAIG 364
Cl.	1/07	01/07/07	87 WAIG 1487 & 1555
Cl	115/07	01/07/08	88 WAIG 773 & 828
(5) & (6)	95/08	09/12/08	89 WAIG 133
Cl	1/09	01/10/09	89 WAIG 735 & 1240
Cl	2/10	01/07/10	90 WAIG 568 & 771
Cl	2/11	01/07/11	91 WAIG 1008 & 1191
Cl	2/12	01/07/12	92 WAIG 999
Cl.	1/13	01/07/13	93 WAIG 670
Cl.	1/14	01/07/14	94 WAIG 892
Cl.	1/15	01/07/15	95 WAIG 882
Cl.	1/16	01/07/16	96 WAIG 742
Cl.	1/17	01/07/17	97 WAIG 806
Cl.	1/18	01/07/18	98 WAIG 263 & 511

26. Long Service Leave

Cl – Gen Order – as Consolidated CIC Dec 15 1977			59 WAIG 1-6
--	--	--	-------------

27. Definitions

Ins. Def 'Tradesperson'	244/83	01/06/83	63 WAIG 1441
-------------------------	--------	----------	--------------

28. Bereavement Leave

Cl.	49/83	14/09/84	64 WAIG 1752
-----	-------	----------	--------------

29. First Aid

30. Maternity Leave

Ins Cl.	345/78	21/01/80	60 WAIG 409
---------	--------	----------	-------------

31. No Reduction

Ins Cl.	244/83	01/06/83	63 WAIG 1441
---------	--------	----------	--------------

32. Payment of Wages - "38 Hour Week"

Ins. Cl.	997/82	25/07/84	64 WAIG 1552
----------	--------	----------	--------------

(10)	49/83	14/09/84	64 WAIG 1752
------	-------	----------	--------------

(6)	1381/89(R)	18/12/89	70 WAIG 758
-----	------------	----------	-------------

33. Higher Duties Allowance

Ins. Cl.	925/84	25/02/85	65 WAIG 438
----------	--------	----------	-------------

(34. Junior Employees - Special Orders)

Ins. Cl.	69/85	04/07/85	65 WAIG 1331
----------	-------	----------	--------------

Del. Cl.	1333/87	16/12/87	68 WAIG 385
----------	---------	----------	-------------

34. Superannuation

Ins Cl.	217/89	01/07/89	69 WAIG 2375
---------	--------	----------	--------------

Ins. Text	599/98	30/06/98	78 WAIG 2559
-----------	--------	----------	--------------

(1)(a)	993/02	28/01/03	83 WAIG 493
--------	--------	----------	-------------

(35. Structural Efficiency)

Ins Cl.	127/90(R2)	20/12/90	71 WAIG 659
---------	------------	----------	-------------

Cl. & title	1397/91	18/12/91	72 WAIG 101
-------------	---------	----------	-------------

35. Award Modernisation and Enterprise Consultation

Appendix - Resolution of Disputes Requirement

Ins. Appendix	693/96	16/07/96	76 WAIG 2768
---------------	--------	----------	--------------

(1),(6), Del. (7)	2053/97	22/11/97	77 WAIG 3079
-------------------	---------	----------	--------------

Schedule A - Parties to the Award

Ins. Sch.	544/93	05/05/93	73 WAIG 1637
Text	889/99	04/11/99	79 WAIG 3402
Ins. Sch..	663/00	15/11/00.	80 WAIG 5518

(Respondents)

Sch. & title	1891/91	25/02/92	72 WAIG 782
--------------	---------	----------	-------------

(Schedule I - Respondents)

Rename Sch.	544/93	05/05/93	73 WAIG 1637
-------------	--------	----------	--------------

Schedule B - Respondents

(Appendix - S.49B - Inspection of Records Requirements)

Ins. Appendix	694/96	16/07/96	76 WAIG 2789
(1) ins. Text	2053/97	22/11/97	77 WAIG 3138
Delete App.	491/98	16/04/98	78 WAIG 1471
Ins. Sch..	663/00	15/11/00.	80 WAIG 5518
Correcting Order	663/00	20/11/00	80 WAIG 5677