# Building Trades Award 1968

## 1. - TITLE

This award shall be known as the "Building Trades Award 1968" and it shall replace Award No. 24 of 1958 as amended, Award No. 1 of 1965 and Award No. 30 of 1965.

## 2. - ARRANGEMENT


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## 2A. - AWARD MODERNISATION

(1) The parties are committed to modernising the terms of the Award so that it provides for more flexible working arrangements, improves the quality of working life, enhances skills and job satisfaction and assists positively in the restructuring process.

(2) The parties commit themselves to the following principles as part of the structural efficiency process and have agreed to participate in a testing process in accordance with the provisions of this clause.

(a) Acceptance in principle that the new Award skill level definitions will be more suitable for the needs of the industry, sometimes more broadly based, in other matters more truly reflective of the different skill levels of the tasks now performed, but which shall incorporate the ability for an employee to perform a wider range of duties where appropriate.

(b) The parties will create a genuine career path for employees which allows advancement based on industry accreditation and access to training.

(c) Co-operation in the transition from the old structure to the new structure in an orderly manner without creating false expectations or disputations.

## 2B. - STRUCTURAL EFFICIENCY EXERCISE

(1) (a) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award provided that such duties are not designed to promote de-skilling.

(b) Any direction issued by an employer shall be consistent with the employer's responsibilities to provide a safe and healthy work environment.

(2) The parties to this award are committed to co-operating positively to increase the efficiency, productivity and international competitiveness of the industry and to enhance the career opportunities and job security of employees within the industry.

(3) The parties have established working parties for the testing and/or trialling of various skill levels and to enable proper consultation with both employees and employers in the industry on matters consistent with the objectives of subclause (2) herein.

(4) Measures raised for consideration consistent with subclause (3) herein shall be related to implementation of a new classification structure, any facilitative provisions contained in this award and matters concerning training.

(5) Without limiting the rights of either an employer or a Union to arbitration, any other measure designed to increase flexibility on a site or within an enterprise sought by any party shall be implemented subject to the following requirements:

- the changes sought shall not affect provisions reflecting National standards;
- The majority of employees affected by the change at the site or enterprise must genuinely agree to the change;
- no employee shall lose income as a result of the change;
- the relevant Union or Unions must be a party to the agreement;

- any agreement shall be subject, where appropriate, to approval by the Western Australian Industrial Relations Commission and, if approved, shall operate as a Schedule to this Award and take precedence over any provision of this award to the extent of any inconsistency.

(6) Award restructuring shall be given its wider meaning, and award restructuring should not be confined to the restructuring of classifications but may extend to the review of other restrictive provisions which currently operate. To that end, such restrictive provisions will be reviewed on an ongoing basis.

(7) The parties to this award recognise that in order to increase the efficiency, productivity and international competitiveness of industry, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

(a) develop a more highly skilled workforce;

(b) providing employees with career opportunities through appropriate training to acquire additional skills; and

(c) removing barriers to the utilisation of skills acquired.

(8) At each plant or enterprise a consultative mechanism may be established by the employer or shall be established upon request by the employees. The consultative mechanism and procedure shall be appropriate to the size, structure and needs of the plant or enterprise. Measures raised for consideration shall be consistent with subclause (2) of this clause.

## 3. - SCOPE

This award shall apply -

(1) (a) Employees in "Schedule B – Common Rule":

To all employees (including apprentices) employed in a calling or callings set out in Clause 10. – Wages, of this award in the industries carried on by the respondents set out in the schedule attached to this award, and

(b) Employers in "Schedule C – Named Employers Only – No Common Rule":

To all employees (including apprentices) employed in a calling or callings set out in Clause 10. – Wages, of this award employed only by those named employers.

(2) To all employers employing those employees, but the Award shall not apply -

(a) to an employee covered by the Painters' (Government Shipping) Award (No. 32A of 1961) as amended or replaced from time to time;

(b) to an employee employed in sandblasting or in painting structural steel work in an establishment of an employer bound by the provisions of the Metal Trades (General) Award 1966 (No. 13 of 1965) as amended or replaced from time to time;

(c) (i) in respect to employers in "Schedule B – Common Rule":

to an employee employed on work coming within the scope of any award or industrial agreement in force at the date of this award or to an employee whose conditions of employment are regulated by any such award or industrial agreement;

(ii) in respect to employers in "Schedule C – Named Employers Only – No Common Rule":

to employees employed on work coming within the scope of any award or industrial agreement of the Western Australian Industrial Relations Commission in force as at 6

July 1998 being the date upon which the employers were named as respondents to this Award;

(d) to an employee, not employed by a painting contractor or by a building contractor or not usually employed as a painter under the award, who is employed on work in which only one coat of paint or any other preparation used for preservative purposes is applied;

(e) to an employee who paints petrol or oil containers not exceeding fifty gallons capacity; or

(f) to an employee employed by Di-Met (WA) Pty Ltd in painting or applying protective coating in its workshop, to any plant, machinery, object or structure, not being a building or a part, in situ, of a building.

(g) Notwithstanding the exclusions contained in paragraphs (a) to (f) above and without limiting in any way the operation of those paragraphs, the award shall not apply to work performed by any employee falling within the scope of the following awards and registered industrial agreements:

(i) Pipe, Tile and Pottery Manufacturing Industry Award (No. R 34 of 1978)

(ii) Bristile Clay Tiles Enterprise Agreement 1995 (No. AG 287 of 1995)

(iii) Heat Containment Industries (Refractory Specialties) Award No. 3 of 1981

(iv) Heat Containment Industries Enterprise Agreement 1993 (No. AG 59 of 1993

(v) Cement Tile Manufacturing Award No. 3 of 1966

(vi) Porcelain Workers' Award, 1970 (No. 1 of 1970)

(vii) Brick Manufacturing Award 1979 (No. R 19 of 1979)

(viii) Metro Brick (Cardup) (Enterprise Bargaining) Agreement 1994 (No. AG 37 of 199

(ix) Metro Brick Armadale (Enterprise Bargaining) Agreement 1994 (No. AG 96 of 1995)

(x) Geraldton Brickworks Pty Ltd Enterprise Agreement 1996 (No. AG 172 of 1996)

(xi) Appendix 4 of the Metal Trade (General) Award 1966 (No. 13 of 1965)

(xii) Furniture Trades Industry Award (No. A 6 of 1984).

## 4. - AREA

This award shall operate throughout the State of Western Australia.

## 5. - TERM

The term of this award shall be for a period of three years from the beginning of the first pay period commencing on or after the 16th January, 1969. (The date of this award is the 19th day of December, 1968).

## 6. - DEFINITIONS

(1) General:

(a) "Union" means -

The Construction, Forestry, Mining and Energy Union of Workers

(b) "Casual worker" means a worker who is engaged for, or who for no fault of his or her own, is dismissed before the expiry of two weeks (exclusive of hours of overtime worked).

(2) Bricklaying:

(a) "Bricklayer" means a worker engaged in bricklaying, firework (including kiln work), furnaces or furnace work of any description, setting cement bricks, cement blocks and cement pressed work,setting coke slabs or coke bricks or plaster partition blocks and brick cutting, or any other work which comes or which may be adjudged to come within the scope of brick work generally.

(b) "Stoneworker" means a worker who does all or any of the following classes of work whether hammer dressed or sawn -

(i) Foundation work;

(ii) Building random rubble uncoursed or building squared rubble in courses or regular coursed rubble and dressing quoins or shoddies in connection with any such work;

but this definition shall not of itself be taken to prejudice or affect the right of any other classes of tradesmen or workers to do any class or kind of work they have hitherto been accustomed to do.

(3) Builders Labouring:

(a) "Builders Labourer" means a worker engaged -

(i) As a scaffolder, a rigger, a dogman, a gear hand, a hod carrier, a mortar mixer or a drainage worker employed in connection with building operations; or

(ii) to wheel to and from the lift, or to fill boxes with materials to be lifted with winch, hoist, elevator or crane required for servicing bricklayers, plasterers or masons or to control any such winch or hoist, or to control a trowelling machine; or

(iii) in underpinning and timbering basements, in the rough finishing of the surfaces for granolithic floors, in the bagging off or the broom finishing of concrete surfaces, in the preparation of granolithic surfaces but not the finishing thereof unless that work is otherwise referred to herein, in the erection of steel stanchions, girders and principals, in the erection of steel structural work when such work is part of the building contractor's contract and under his direct control, on furnace work and bakers' ovens, in mixing, preparing and delivering of materials used hot such as bitumen, trinidad, and other similar patented materials, in the setting and jointing of pipes for sewerage or storm water drainage, in the timbering of shafts, pits or wells in or around buildings, in the mixing of plastic materials and the cleaning up of floors and woodwork after the application of such materials, in preparing or bending or placing into position steel reinforcements in concrete in connection with building operations, in using a jack hammer, in demolishing and removing buildings, in mixing, preparing or delivering or packing of concrete in connection with the erection of structures or buildings, in clearing, excavating or levelling off sites for buildings when such work is under the building contractor's contract and under his direct control, or in road construction work in connection with approaches to buildings inside the building line (other than road construction work governed by any award of the Western Australian Industrial Commission); or

(iv) in general labouring (excluding production and processing) not provided for herein. Provided that such work is covered by the Constitution Rule of the WABLPPU and had such work been performed on 6/2/2001, was not at that date covered by any other award of the Western Australian Industrial Relations Commission.

(b) "Assistant Powder Monkey" means a builder's labourer assisting under the direct supervision of a powder monkey in placing and firing explosive charges excluding the operation of explosive powered tools.

(c) "Assistant Rigger" means a builder's labourer assisting under the direct supervision of a rigger in erecting or placing in position the members of any type of structure (other than scaffolding and aluminium alloy structures) and for the manner of ensuring the stability of such members, for dismantling such structures or for setting up cranes or hoists other than those attached to scaffolding.

(d) "Direct Supervision" means, in relation to paragraphs (b) and (c) of this subclause, that the powder monkey or the rigger, as the case may be, must be present on the job to guide the work during its progress.

(e) Concrete Finisher" means a builder's labourer, other than a concrete floater, who is engaged in the hand finishing of concrete work.

(f) "Concrete Floater" means a builder's labourer engaged in concrete work and using a wooden or rubber screeder or mechanical trowel or wooden float or engaged in bagging off or broom finishing.

(g) "Drainer" means a builder's labourer directly responsible to his employer for the correct and proper laying of sewerage and drainage pipes.

(h) "Scaffolder" means a builder's labourer engaged in the work of erecting or altering or dismantling scaffolding of all types.

(4) Carpentry and Joinery:

(a) "Carpenter and Joiner" means a worker engaged upon work ordinarily performed by a carpenter and joiner in any workshop establishment, yard or depot, or on site (including dams, bridges, jetties or wharves).

Without limiting the generality of the foregoing, such work may include -

(i) The erection and/or fixing work in metal.

(ii) (aa) The marking out, lining, plumbing and levelling of prefabricated form work and supports thereto;

(bb) the erection and dismantling of such form work but without preventing builders' labourers from being employed on such work.

(iii) the fixing of asbestos products, dry fixing of fibre plaster materials and the fixing of building panels, wall board and plastic material;

(iv) the erection of curtain walling;

(v) the setting out and laying of wood blocks or parquetry or wooden mosaic flooring; and

(vi) the erecting of pre-fabricated buildings or section of buildings constructed in wood, prepared in factories, yards or on site.

(b) "Joiner - Assembler A" means a worker who in the manufacturing of any article is:

(i) wholly engaged in assembling prepared pieces of timber or other material (which is dressed, morticed, tenoned or otherwise prepared by machining) by cramping, nailing, screwing, gluing, or fastening in any way;

(ii) not responsible for the dimensions of the article other than by checking with gauges or other measuring instruments, but may be required to trim, dress and/or sand such prepared articles (excluding the fitting of joints) in accordance with instructions given by a tradesman joiner.

(c) "Joiner - Assembler B" means a worker engaged exclusively in repetitive assembly of joinery components on any automatic, semi-automatic or single purpose machine and whose work may include:

(i) the repetitive assembling of component parts of any article in predetermined positions in which no fitting or adjustment is required;

(ii) the attachment of accessories, such as window fasteners, casement stays or balances, to articles in predetermined prepared positions provided that no such worker shall be responsible for the setting up of machines or the dimensions of the products.

(d) "Detail Worker" means a carpenter and joiner who sets out and works upon staircases, bar, kitchen or office fittings or any similar detail work from architects' plans or blue prints.

(e) "Setter Out" means a carpenter and joiner who sets out work (other than wood blocks or parquetry flooring) for three or more other carpenters and joiners.

(5) Painting, Signwriting and Glazing:

(a) "Painter" means a worker who applies paint or any other preparation used for preservative or decorative purposes -

(i) to any building or structure of any kind or to any fabricated unit forming or intended to form part of any building or structure; or

(ii) to any machinery or plant.

The term includes any worker engaged in the hanging of wallpapers or substitutes therefore or in glazing, graining, gilding, decorating, applying plastic relief, putty glazing, or marbling and any worker who strips off old wallpapers or who removes old paint or varnish or who is engaged in the preparation of any work for painting by a worker otherwise covered by this award or in the preparation of any materials required for that painting.

(b) "Glazier" means a worker who -

(i) fits and fixes leadlights and stained windows into prepared positions; or

(ii) fits and fixes glass or any of its kindred products, including vitrolite, into any place prepared for its reception or cuts such glass or such other product; or

(iii) cuts glass or any of its kindred products including vitrolite, for any purpose.

Provided that nothing in this definition shall apply -

(aa) to work done by shop salesmen, picture frame or furniture makers, or by any other worker who at the date of this award is bound by any award of the Western Australian Industrial Commission or any industrial agreement made under the provisions of the Industrial Arbitration Act, 1912; or

(bb) to workers engaged in the assembly of windows where such work involves the fixing, other than with putty, of an aluminium sash around glass which has already been cut to size and the work is carried out on the premises of a window frame manufacturer bound by the Metal Trades (General) Award No. 13 of 1965 as amended or replaced from time to time.

(c) "Signwriter" means a worker who may prepare his own backgrounds and does any of the following work:-

(i) Lettering of every description, by brush, spray or any other method on any surface or material (other than the surface of a roadway);

(ii) Pictorial or scenic painting by brush, spray or any other method on any surface or material;

(iii) Designing for windows, posters, show window and theatre displays, honour rolls, illuminated addresses, neon signs, stencils, display banners or cut-out displays;

(iv) Gilding, i.e., the application of gold, silver, aluminium or any metal leaf to any surface;

(v) Cutting out, laying out and finishing of cut-out displays of all descriptions; or

(vi) Screen process work, i.e., the designing, setting up and operation for duplication or multiplication of signs on any material, whether of paper, fabric, metal, wood, glass, or any similar material.

Provided however, that nothing contained in this definition, nor in this award, shall be deemed to prevent the employment of ticket writers at the rates of wage and subject to the conditions prescribed by the Ticket Writers' Award No. 29 of 1958 as amended or replaced from time to time.

(6) Plastering:

"Plasterer" means a worker employed or usually employed on plastering work which shall mean -

(a) All internal and external plastering and cementing whether manual or mechanical means be used, including hard wall plaster and texture work where the materials used in such texture work consist only of plaster or cement or both;

(b) the fixing of wood lathing and metal lathing or any similar or other substitute which may be used as a ground for plastering work;

(c) the fixing of precast plaster or any other kind of plaster required to be finished off with plastered joints;

(d) the fixing of pressed cement work and ornaments and plaster partition blocks;

(e) plastering in sewers, septic tanks, water channels and relining of pipes;

(f) the fixing of plain and ornamental tiles on walls or floors;

(g) the top dressing of concrete work finished in cement, granolithic or patent colouring, and all cement composition work and plain or fancy paving, except such work as is included in the definition of a builder's labourer unless such work is done by a worker who is engaged or employed as a plasterer;

(h) the fixing and laying of cork or substitutes such as solomit in cool chambers and in refrigeration chambers; or

(i) the working of flintcote where used with sand, cement or granulated cork or sawdust,

but plastering work shall not include -

(i) work authorised to be done by workers under any other award or industrial agreement; or

(ii) work done by plumbers.

(7) Plumbing:

"Plumber" means a worker employed or usually employed in executing any general plumbing, ship plumbing, gas fitting, pipe fitting, lead burning, sanitary, heating and domestic engineering, industrial, commercial, medical, scientific and chemical plumbing. Without limiting the generality of the foregoing such work shall include the following:-

(a) The fixing of all soil, wastes and vent pipes to sanitary fixtures in galvanised mild steel, copper, brass, cast iron, plastic, P.V.C., sheet metal, asbestos, lead, glass or any other materials that may supersede the aforementioned.

(b) Glazed earthenware pipes and fittings, fibrolite pipe and fittings, concrete pipe and fittings, plastic, P.V.C. pipe and fittings, and any other drainage materials that may be introduced in connection with pre-cast concrete septic tanks, or any other manufactured septic tank which has been passed by the Public Health Department. Soak wells, french drains, leach drains, grease traps and all forms of effluent disposal.

(c) The installation of all types of sanitary fixtures such as water closets, hand basins, sinks, urinals, slop hoppers, bidets, troughs and pan washers in stainless steel, sheet metal, plastic, P.V.C., cast iron or any other materials that may supersede those materials normally used by the plumber.

(d) The fixing of all water supply pipes in galvanised mild steel, copper, brass, cast iron, plastic, P.V.C., fibrolite, stainless steel, concrete, hydraulic, aluminium, asbestos, lead or any other materials that may supersede those materials normally used from mains to buildings, swimming pools, display fountains, drinking fountains, ejectors, supply tanks, water filters, water softeners, glass washers, fire services including valves and all piping for sprinkler work, cooling towers and spray ponds used for industrial, manufacturing, commercial or any other purposes.

(e) The installation of all types of hot water and heating systems, including room heaters, sterilizers, calorifiers, condensate equipment, pumps, condensers and all piping for same in power houses, distributing and booster stations, bottling, distilling and brewery plants in connection with solid fuel, solar, fuel oil, gas (L.P. town and natural), electric (excluding electrical connections), all piping for power or heating purposes either by water, steam, air for heating, ventilating and air conditioning systems and any other equipment used in connection with medical, industrial, commercial, housing scientific and chemical work.

(f) All piping, setting and hanging of units and fixtures for air conditioning, cooling, heating, refrigeration, ice making, humidifying, dehumidifying, the installation of chilled water units including pumps and condensers, the setting and piping of instruments, measuring devices, thermostatic controls, gauge boards and other controls used in connection with power, heating, refrigeration, ventilating, air conditioning in manufacturing, mining and industrial work.

(g) All pneumatic, compressed air and gas lines used in connection with above, oxygen or similar gases used for medical purposes and all piping, valves and fittings thereto.

(h) The installation of centrifugal, propeller or other exhaust fans, duct work, fume cupboards, registers, dampers, in sheet metal, plastics, P.V.C., stainless steel, copper, aluminium or other materials that may supersede the aforementioned.

(i) The installation of irrigation and reticulation services in material used by the plumbers, mild steel, copper, brass, cast iron, plastic, P.V.C., asbestos, lead or any other materials that may supersede the aforementioned.

(j) All gas and arc welding, brazing, lead burning, soldered and wiped joints, expanding joints used in connection with the plumber.

(k) The installation of all plumbing, pipe work and fittings in ships, aeroplanes, mobile or transportable homes, etc.

(l) The fitting and fixing of guttering, downpipes, ridging, rain heads, fascia capping and all other work associated with housing, commercial and industrial undertakings in galvanised iron, copper, aluminium, cast iron, P.V.C., fibreglass, stainless steel, asbestos, sheet metal, zinc, galvanised corrugated iron, patent steel decking, aluminium decking, copper decking, corrugated asbestos, galvanised iron sheeting, fibreglass, plastic sheeting and moulds, fitting of patent roof outlets such as "Fulgo" in ventilators, skylights and such.

(m) The installation of all laboratory, research and scientific plumbing and fixtures including radio active plumbing, etc.

(8) Stonemasonry:

(a) "Stonemason" means a worker who cuts by hand or fixes all classes of natural stone that has to be cut to a mould or template, or which has to be proven by a square or straight edge or set to a level or line.

The term includes a worker who fixes manufactured stone to the facade of a building.

(b) "Natural stone" includes granite, trachite, slate, bluestone, limestone, marble and sandstone.

(9) "Overaward Payment" is defined as the amount in rates of pay which an employee would receive in excess of the minimum award wage as prescribed in this award for the classification in which such employee is engaged. Provided that this definition shall exclude overtime, shift allowances, penalty rates, expense related allowances, industry allowances, disability allowances, location allowances, special rates or allowances, responsibility allowances and any other ancillary payments of a like nature prescribed by this award.

## 7. - CONTRACT OF SERVICE

(1) One week's notice on either side shall be necessary to terminate the contract of service of any worker, other than a casual worker (where the notice shall be one hour) or an apprentice. If the required notice of termination is not given, one week's wages, or in the case of a casual worker, one hour's wages, shall be paid or forfeited.

(2) "Statement of Employment": The employer shall upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of employment and the classification or the type of work performed by the employee.

(3) The provisions of this clause shall not apply to Local Government Authorities but in lieu the provisions of Clause 1 of Appendix A of this award shall apply.

(4) Fixed Term Employment

Where to meet the immediate needs of an employer, employment of a short term nature is required, employees may be employed on a fixed term basis. Such appointments should not ordinarily exceed six months in duration. The duration of any appointment under this subclause is to be agreed in writing prior to the employment commencing.

Employees appointed under this subclause shall be employed only for the extent of their fixed term and shall not be deemed to have permanent status.

## 8. - BREAKDOWNS, ETC.

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.

## 9. - TERMS OF SERVICE

(1) Each worker shall faithfully serve his employer on the work in which he is employed in compliance with the terms and conditions of this award.

(2) A worker employed by an employer shall not without the express consent of such employer and the union accept temporary or other employment with any other employer whilst in such employ, nor shall such worker undertake a contract or sub-contract to perform any other work whilst his employment by the firstmentioned employer continues.

## 10. - WAGES

The rates of wages payable to the employees covered by the award (other than duly registered apprentices) shall be as follows:

(1) Base Rate and Supplementary Payment (per week)

| | Base Rate Per Week$ | Safety Net Adjustment$ | Total Rate Per Week$ |
|---|---|---|---|
| (a) (i) Bricklayers, stoneworkers, carpenters, joiners, painters, signwriters, glaziers, plasterers and plumbers as defined in Clause 6 of this award | 376.20 | 388.40 | 764.60 |
| (ii) Plumber holding registration in accordance with the Metropolitan Water Supply, Sewerage and Drainage Act | 385.40 | 388.90 | 774.30 |
| (iii) Joiner - Assembler A (as defined in Clause 6 of this award) | 344.60 | 384.60 | 729.20 |
| (iv) Joiner - Assembler B (as defined in Clause 6 of this award) | 330.70 | 383.80 | 714.50 |
| (b) Builders Labourers:- | | | |
| (i) Rigger | 360.30 | 385.40 | 745.70 |
| (ii) Drainer | 360.30 | 385.40 | 745.70 |
| (iii) Dogman | 360.30 | 385.40 | 745.70 |
| (iv) Scaffolder | 345.00 | 384.60 | 729.60 |
| (v) Powder Monkey | 345.00 | 384.60 | 729.60 |
| (vi) Hoist or Winch Driver | 345.00 | 384.60 | 729.60 |
| (vii) Concrete Finisher | 345.00 | 384.60 | 729.60 |
| (viii) Steel Fixer including tack welder | 345.00 | 384.60 | 729.60 |
| (ix) Operator Concrete Pump | 345.00 | 384.60 | 729.60 |
| (x) Bricklayer's Labourer | 333.60 | 384.00 | 717.60 |
| Plasterer's Labourer | 333.60 | 384.00 | 717.60 |
| Assistant Powder Monkey | 333.60 | 384.00 | 717.60 |
| Assistant Rigger | 333.60 | 384.00 | 717.60 |
| Demolition Worker (after three months' experience) | 333.60 | 384.00 | 717.60 |
| Gear Hand | 333.60 | 384.00 | 717.60 |
| Pile Driver | 333.60 | 384.00 | 717.60 |
| Tackle Hand | 333.60 | 384.00 | 717.60 |
| Jackhammer Hand | 333.60 | 384.00 | 717.60 |
| Mixer Driver (concrete) | 333.60 | 384.00 | 717.60 |
| Steel Erector | 333.60 | 384.00 | 717.60 |

| | | | |
|---|---|---|---|
| Aluminium Alloy Structural Erector | 333.60 | 384.00 | 717.60 |
| Gantry Hand or Crane Hand | 333.60 | 384.00 | 717.60 |
| Crane Chaser | 333.60 | 384.00 | 717.60 |
| Concrete Gang including Concrete Floater | 333.60 | 384.00 | 717.60 |
| Steel or Bar Bender to pattern or plan | 333.60 | 384.00 | 717.60 |
| Concrete Formwork Stripper | 333.60 | 384.00 | 717.60 |
| Concrete Pump Hose Hand | 333.60 | 384.00 | 717.60 |
| (xi) Builder's Labourers employed on work other than specified in classifications (i) to (x) | | | 708.90 |

(2) Special Payment:

(a) A special payment of $40.78 per week shall be paid to all employees covered by this award and shall be regarded as part of the "total rate" for all purposes.

(b) For the purpose of calculating the rate of wage payable to an apprentice the special payment prescribed in paragraph (a) hereof shall be deemed to be part of the tradesman's total rate.

(3) 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.

| (4) Tool Allowance: (Per Week) | $ |
|---|---|
| (a) Bricklayers and Stoneworkers | 15.60 |
| (b) Plasterers | 18.20 |
| (c) Carpenters and Joiners | 22.10 |
| (d) Joiners - Assembler A or B | 11.10 |
| (e) Plumbers | 22.10 |
| (f) Painters | 5.40 |
| (g) Signwriters | 5.40 |
| (h) Glaziers | 5.40 |

Note 1: The tool allowance prescribed in paragraphs (a) to (h) inclusive of this subclause, each include an amount of 5 cents for the purpose of enabling the employees to insure their tools against loss or damage by theft or fire.

Note 2: The abovenamed allowances shall not be paid where the employer supplied the employee with all necessary tools.

(5) Construction Allowance: (per week) $21.02. An employee shall not be entitled to this construction allowance except when required to work "on site" on any work in connection with the erection or demolition of a building or to carry out work which the employer and the union agree is construction work or in default of agreement, that is so declared by the Board of Reference.

(6) Casual Employees:

A casual employee as defined in Clause 6. - Definitions of this award, shall be paid a loading of 20 per cent in addition to the rates to which he/she is otherwise entitled pursuant to this clause.

(7) (a) Junior employees may be employed in the classification of Joiner - Assembler A but in no other classification and shall be paid the following percentages of the base rate and special payment applicable to that classification:

| | % |
|---|---|
| Up to 16 years | 38 |
| 16 – 17 | 46 |
| 17 – 18 | 53 |
| 18 – 19 | 73 |
| 19 – 20 | 88 |
| 20 + | 100 |

(b) In addition to the above rates a junior employee shall be paid the tool allowance specified in subclause (3) hereof if required by the employer to supply tools.

(c) This subclause shall not operate to reduce the wages of any employee who is paid more than the rate prescribed herein for such employee nor shall the same permit the reduction of any such wages.

(d) Junior employees employed in the classification of Joiner - Assembler A may perform any of the duties of a Joiner - Assembler A and/or Joiner - Assembler B as defined in Clause 6. - Definitions and shall not perform work ordinarily carried out by any other classification of employee covered by this award.

(e) Junior employees shall be employed at a ratio of one junior employee to each five adult employees or part thereof.

## 10A. - MINIMUM WAGE - ADULT MALES AND FEMALES

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

(2) The minimum adult award wage for full-time employees aged 21 or more is $708.90 per week payable on and from the commencement of the first pay period on or after 1 July 2017.

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

(4) Unless otherwise provided in this clause adults employed as casuals, part-time employees or piece workers or employees who are remunerated wholly on the basis of payment by result shall not be paid less than pro rata the minimum adult award wage according to the hours worked.

(5) Employees under the age of 21 shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award to the minimum adult award wage.

(6) The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or Jobskill placements or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the Minimum Conditions of Employment Act 1993.

(7) Liberty to apply is reserved in relation to any special category of employees not included here or otherwise in relation to the application of the minimum adult award wage.

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

(a) Apply to all work in ordinary hours.

(b) Apply to the calculation of overtime and all other penalty rates, superannuation, payments during any period of paid leave and for all purposes of this award.

(9) Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2017 State Wage order decision. Any increase arising from the insertion of the minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset the minimum wage.

(10) Adult Apprentices

(a) Notwithstanding the provisions of this clause, an apprentice, 21 years of age or more, shall not be paid less than $607.60 per week on and from the commencement of the first pay period on or after 1 July 2017.

(b) The rate paid in the paragraph above to an apprentice 21 years of age or more is payable on superannuation and during any period of paid leave prescribed by this award.

(c) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.

(d) Nothing in this clause shall operate to reduce the rate of pay fixed by the award for an adult apprentice in force immediately prior to 5 June 2003

## 11. - PAYMENT OF WAGES

(1) From 24th May, 1982 wages shall be paid as follows:

(a) Actual 38 ordinary hours

In the case of an employee whose ordinary hours of work are arranged in accordance with sub-paragraph (i) or (ii) of paragraph (a) of subclause (2) - Implementation of 38 Hour Week of clause 7 so that he works 38 ordinary hours each week, wages shall be paid weekly according to the actual ordinary hours worked each week.

(b) Average of 38 ordinary hours

Subject to subclauses (2) and (3) of this clause, in the case of an employee whose ordinary hours of work are arranged in accordance with sub-paragraphs (iii) or (iv) of paragraph (a) of subclause (2) - Implementation of 38 Hour Week - of clause 17 so that he works an average of 38 ordinary hours each week during a particular four week cycle, wages shall be paid weekly 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 four week cycle.

(2) (a) An employee whose ordinary hours are arranged in accordance with sub-paragraph (iii) or (iv) of paragraph (a) of subclause (2) - Implementation of 38 Hour Week of clause 17. - Hours, and

who is paid wages in accordance with paragraph (b) of subclause (1) hereof and is absent from duty (except for paid absences pursuant to the provisions of clause 20. - Holidays and Annual Leave, but not Annual Leave, or clause 22. - Absence through Sickness or Bereavement) shall for each day or part day he is so absent, lose the average pay "credit" of 0.4 hours for that day.

(b) 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 or part day during the work cycle he is absent.

(3) Alternative Method of Payment

An alternative method of paying wages to that prescribed by subclauses (1) and (2) of this clause may be agreed between the employer and the majority of the employees concerned.

(4) (a) When an employee is dismissed (other than for misconduct) or lawfully terminates his service, he shall be paid all wages due to him before leaving the job unless that payment is prevented because of circumstances beyond the control of the employer.

Otherwise all moneys due shall be posted on the next working day to the employee's last known address or such other address as may be nominated by the employee.

(b) In the case of an employee whose ordinary hours are arranged in accordance with sub-paragraph (iii) or (iv) of paragraph (a) of subclause (2) - Implementation of 38 Hour Week - of clause 17 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.

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.

(5) (a) Except as provided in paragraph (b) of this subclause an employer shall not keep more than one day's pay in hand.

(b) In respect of those employees covered by the provisions of clause 23. - Distant Work, who are employed in that area of the State north of latitude 26o S., an employer may keep not more than three day's pay in hand.

(6) (a) Payment of wages shall be made on or before Friday of each week at or before the usual finishing time on the normal pay day of each week.

(b) 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.

(7) Wages shall not be paid in the meal time.

(8) Subject to subclause (4) hereof, where an employee is required to spend time in waiting for wages or attending the employer's office on a subsequent day, he shall be paid at the ordinary rate of pay for the time so spent, in addition to any fares incurred.

Provided that this subclause shall not apply where such waiting or attending was due to an underpayment caused by a genuine mistake or by a genuine dispute as to the amount due.

(9) Subject to subclauses (4) and (10) hereof, all wages must be paid in cash except that, by agreement with the employee concerned, payment for distant work may be made by cheque the acceptance of which is conditional upon the cheque being paid on presentment.

(10) Payment by cheque or electronic fund transfer.

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

## 12. - LEADING HANDS

(1) An employee specifically appointed to be a leading hand who is placed in charge of -

| | | Per Week$ |
|---|---|---|
| (a) | not more than one employee, other than an apprentice, shall be paid | 13.49 |
| (b) | more than one and not more than five other employees shall be paid | 30.09 |
| (c) | more than five and not more than ten other employees shall be paid | 38.19 |
| (d) | more than ten other employees shall be paid | 50.86 |

In each case, in addition to the rate prescribed for the highest classification or employee supervised, or his/her own rate, whichever is the highest.

(2) A leading hand means an employee who is given by his/her employer, or his/her agent, the responsibility of directing or supervising the work of others or, in the case of only one employee, the specific responsibility of directing or supervising the work of that employee.

## 13. - SPECIAL RATES AND PROVISIONS

(1) General conditions under which special rate is payable:

(a) The special rates prescribed in this clause shall be paid irrespective of the times at which work is performed and shall not be subject to any premium or penalty condition.

(b) Where more than one of the following rates provide a payment for disabilities of substantially the same nature then only the highest of such rates shall be payable.

(2) Insulation: An employee handling charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool or other recognised insulating material of a like nature or working in the immediate vicinity so as to be affected by the use thereof shall be paid $0.60 per hour or part thereof in addition to the rates otherwise prescribed in this award.

(3) Hot Work:

(a) An employee required to work in a place where the temperature has been raised by artificial means to between 46 degrees and 54 degrees Celsius shall be paid $0.47 per hour or part thereof in addition to the rates otherwise prescribed in this Award or in excess of 54 degrees Celsius shall be paid $0.60 per hour or part thereof in addition to the said rates.

(b) Where such work continues for more than two hours the employee shall be entitled to a rest period of 20 minutes after every two hours work without loss of pay, not including the special rate prescribed in paragraph (a) hereof.

(4) Cold Work:

(a) An employee required to work in a place where the temperature is lowered by artificial means to less than zero degrees Celsius shall be paid $0.48 per hour or part thereof in addition to the rates otherwise prescribed in this award.

(b) Where such work continues for more than two hours the employee shall be entitled to a rest period of 20 minutes after every two hours' work without loss of pay, not including the special rate prescribed in paragraph (a) hereof.

(5) Confined Space: An employee required to work in a confined space, being a place the dimensions or nature of which necessitates working in a cramped position or without sufficient ventilation shall be paid $0.60 per hour or part thereof in addition to the rates otherwise prescribed in this award.

(6) Toxic Substances:

(a) An employee required to use toxic substances or materials of a like nature shall be informed by the employer of the health hazards involved and instructed in the correct and necessary safeguards which must be observed in the use of such materials.

(b) An employee using such materials will be provided with and shall use all safeguards as are required by the appropriate Government Authority or in the absence of such requirement such safeguards as are determined by a competent authority or person chosen by the Union and the employer.

(c) An employee using toxic substances or materials of a like nature shall be paid $0.60 per hour extra. Employees working in close proximity to employees so engaged shall be paid $0.48 per hour extra.

(d) For the purpose of this subclause all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.

(7) Asbestos: Employees required to use materials containing asbestos or to work in close proximity to employees using such materials shall be provided with and shall use all necessary safeguards as required by the appropriate occupational health authority and where such safeguards include the mandatory wearing of protective equipment (i.e. combination overalls and breathing equipment or similar apparatus) such employees shall be paid $0.60 per hour extra whilst so engaged.

(8) Dry Polishing or Cutting of Tiles: An employee required to dry polish tiles with a machine or to cut tiles with an electric saw shall be paid $0.60 per hour or part thereof in addition to the rates otherwise prescribed in this award.

(9) Bitumen Work: An employee handling hot bitumen or asphalt or dipping materials in creosote shall be paid $0.60 per hour or part thereof in addition to the rates otherwise prescribed in this award.

(10) Roof Repairs: An employee engaged on repairs to roofs shall be paid $0.60 per hour or part thereof in addition to the rates otherwise provided in this award.

(11) Wet Work: An employee required to work in a place where water is continually dripping on him/her so that his/her clothing and boots become wet or where there is water underfoot shall be paid $0.48 per hour or part thereof in addition to the rates otherwise prescribed in this award.

(12) Dirty Work: An employee engaged on dirty work shall be paid $0.48 per hour or part thereof in addition to the rates otherwise prescribed in this award.

(13) An employee engaged in repairs to sewers shall be paid at the rate of $0.48 per hour or part thereof in addition to the rates otherwise prescribed in this award.

(14) An employee working in a dust-laden atmosphere in a joiners' shop where dust extractors are not provided or in such atmosphere caused by the use of materials for insulating, deafening or pugging work

(as, for instance, pumice, charcoal, silicate of cotton or any other substitute), shall be paid at the rate of $0.48 per hour or part thereof in addition to the rates otherwise prescribed in this award.

(15) Scaffolding Certificate Allowance: A tradesperson who is the holder of a scaffolding certificate or rigging certificate issued by the Department of Occupational Health, Safety and Welfare and is required to act on that certificate whilst engaged on work requiring a certificated person shall be paid $0.48 per hour or part thereof in addition to the rates otherwise prescribed in this award but this allowance shall not be payable cumulative on the allowance for swing scaffolds.

(16) Spray Application - Painters: A painter engaged on all spray applications carried out in other than a properly constructed booth, approved by the Department of Occupational Health, Safety and Welfare, shall be paid $0.48 per hour or part thereof in addition to the rates otherwise prescribed in this award.

(17) Cleaning Down Brickwork: An employee required to clean down bricks using acids or other corrosive substances shall be supplied with gloves and be paid $0.43 per hour or part thereof in addition to the rates otherwise prescribed in this award.

(18) Bagging: An employee engaged upon bagging brick or concrete structures shall be paid $0.43 per hour thereof in addition to the rates otherwise prescribed in this award.

(19) Furnace Work: An employee engaged in the construction or alternation or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work shall be paid $1.28 per hour or part thereof in addition to the rates otherwise prescribed in this award.

(20) Acid Work: An employee required to work on acid furnaces, acid stills, acid towers and all other acid resisting brickwork shall be paid $1.28 per hour or part thereof in addition to the rates otherwise prescribed in this award.

(21) Plasterers using flintcote shall be paid $0.32 per hour extra except where flintcote is applied by hawk and trowel to walls and ceilings when the rate shall be $0.60 per hour extra.

(22) Chemical and Manure Works and Oil Refineries: Journeymen and builders' labourers working on chemical and manure works or oil refineries shall receive $0.21 per hour in addition to the prescribed rate.

(23) Height Money: An employee required to work on a chimney stack, spire, tower, radio or television mast or tower, air shaft, cooling tower, water tower or silo, where the construction exceeds 15 metres in height shall be paid for all work above 15 metres, $0.48 per hour or part thereof, with an additional $0.48 per hour or part thereof for work above each further 15 metres in addition to the rates otherwise prescribed in this award.

(24) Swing Scaffold:

(a) An employee employed -

(i) on any type of swing scaffold or any scaffold suspended by rope or cable, or bosun's chair cantilever scaffold; or

(ii) on a suspended scaffold requiring the use of steel or iron hooks or angle irons at a height of 20 feet or more above the nearest horizontal plane.

shall be paid $3.48 for the first four hours or part thereof and $0.70 for each hour thereafter on any day in addition to the rates otherwise prescribed in this award.

(b) A solid plasterer when working off a swing scaffold shall be paid an additional $0.11 per hour.

(c) No apprentice with less than two years' experience shall use a swing scaffold or bosun's chair.

(25) Plumbing:

(a) A plumber doing sanitary plumbing work on repairs to sewer drainage or wastepipe services in any of the following places:-

(i) Infectious and contagious diseases hospitals or any block or portion of a hospital used for the care of or treatment of patients suffering from any infectious or contagious disease.

(ii) Morgues, shall be paid $0.48 per hour or part thereof in addition to the rates otherwise prescribed in this award.

(b) A plumber doing work on a ship of any class:-

(i) whilst under way; or

(ii) in a wet place, being one in which the clothing of an employee necessarily becomes wet to an uncomfortable degree or one in which water accumulates underfoot; or

(iii) in a confined space; or

(iv) in a ship which has done one trip or more in a fume or dust-laden atmosphere, in bilges, or when cleaning blockages in soil pipes or waste pipes or repairing brine pipes; shall be paid $0.59 per hour or part thereof in addition to the rates otherwise prescribed in this award.

(c) A plumber carrying out pipework in a ship of any class under the plates in the engine and boiler rooms and oil fuel tanks shall be paid $1.25 per hour or part thereof in addition to the rates otherwise prescribed in this award.

(d) A plumber required to enter a well nine metres or more in depth for the purpose in the first place of examining the pump, pipe or any other work connected therewith, shall be paid $2.47 for such examination and $0.89 per hour thereafter for fixing renewing or repairing such work.

(e) Permit Work: Any licenced plumber called upon by his/her employer to use the licence issued to him/her by the Metropolitan Water Supply, Sewerage and Drainage Board for a period in any one week shall be paid $32.80 for that week, in addition to the rates otherwise prescribed in this award.

(f) Plumbers on Sewerage Work: Plumbers or apprentices in their third, fourth or fifth year, on work involving the opening up on house drains or wastepipes for the purpose of clearing blockages or for any other purpose, or work involving the cleaning out of septic tanks or dry wells, shall be paid a minimum of $2.59 per day in addition to the prescribed rate whilst so employed.

(26) Explosive Powered Tools: An operator of explosive powered tools, being an employee qualified in accord with the laws and regulations of the State of Western Australia to operate explosive powered tools is required to use an explosive powered tool shall be paid $1.13 for each day on which he uses such tool in addition to the rates otherwise prescribed in this award.

(27) Secondhand Timber: Where whilst working with secondhand timber, an employee's tools are damaged by nails, dumps or other foreign matter on the timber, shall be entitled to an allowance of $1.88 per day on each day upon which his tools are so damaged provided that no allowance shall be payable under this clause unless it is reported immediately to the employer's representative on the job in order that the claim may be proved.

(28) Computing Quantities: An employee, other than a leading hand, who is regularly required to compute or estimate quantities of materials in respect of the work performed by others shall be paid $3.48 per day or part thereof in addition to the rates otherwise prescribed in this award.

(29) Setter Out: A setter out in a joiner's shop shall be paid $5.13 per day in addition to the rates otherwise prescribed by this award but where an employee qualifies for this allowance and is appointed leading hand he/she shall be paid whichever amount is the higher but not both.

(30) Detail Worker: A detail worker shall be paid $5.13 per day in addition to the rates otherwise prescribed in this award but where an employee qualifies for this allowance and is appointed leading hand he/she shall be paid whichever amount is the higher but not both.

(31) Spray Painting - Painters:

(a) Lead paint shall not be applied by a spray to the interior of any building.

(b) All employees (including apprentices) applying paint by spraying shall be provided with full overalls and head covering and respirators by the employer.

(c) Where from the nature of the paint or substance used in spraying a respirator would be of little or no practical use in preventing the absorption of fumes or materials from substances used by an employee in spray painting, the employee shall be paid a special allowance of $1.43 per day.

(32) Brewery Cylinders - Painters:

(a) A painter required to work in brewery cylinders or stout tuns shall be allowed 15 minutes spell in the fresh air at the end of each hour worked by him. Such fifteen minutes shall be counted as working time and paid for accordingly.

(b) A painter working in a brewery cylinder or a stout tun shall be paid at the rate of time and one half. When working overtime on such work a painter shall, in addition to the overtime rate payable, be paid one half of his ordinary rate.

(33) Fumes:

An employee required to work in a place where fumes of sulphur or other acid or other offensive fumes are present shall be paid such rates as are agreed upon between him/her and the employer.

(34) (a) Lead Paint Surfaces: No surface painted with lead paint shall be rubbed down or scraped by a dry process.

(b) Width of Brushes: All paint brushes shall not exceed 125mm in width and no kalsomine brush shall be more than 175mm in width.

(c) Meals not to be taken in paint shop. No employee shall be permitted to have a meal in any paint shop or place where paint is stored or used.

(35) Loads:

Where bricks are being used the employee shall not be required to carry -

(a) more than 40 bricks each load in a wheelbarrow (on a scaffold) to a height of 4.5 metres from the ground;

(b) more than 36 bricks each load in a wheelbarrow over and above a height of 4.5 metres on a scaffold.

The type of wheelbarrow shall be agreed upon with the Union.

(36) Grinding Facilities:

The employer shall provide adequate facilities for the employees to grind tools and employees shall be allowed time to use the same whenever reasonably necessary.

(37) First Aid Outfit:

The employer shall provide a sufficient supply of bandages and antiseptic dressings for use in cases of accident.

(38) Water and Soap:

Water and soap shall be provided at each shop or on each job by the employer for use by the employees.

(39) Provision of Boiling Water:

The employer shall provide boiling water at each shop for the use of his/her employees at lunch time.

(40) (a) The employer shall supply a safety helmet for each of his/her employees requesting one on any job where, pursuant to the regulations made under the Occupational Health, Safety and Welfare Act 1984, a employee is required to wear such helmet.

(b) Any helmet so supplied shall remain the property of the employer and during the time it is on issue, the employee shall be responsible for any loss or damage thereto, fair wear and tear attributable to ordinary use excepted.

(41) Electrical Sanding Machines:

The use of electrical sanding machines for sanding down paint work shall be governed by the following provisions:

(a) The weight of each such machine shall not exceed 5.9 kilograms.

(b) Every employer operating any such machine shall endeavour to ensure that each such machine, together with all electrical leads and associated equipment, is kept in a safe condition and shall if requested so to do by any employee but not more often than once in any four weeks cause the same to be inspected under the provisions of the Electricity Act and the regulations made thereunder.

(c) Employers shall provide and supply respirators of a suitable type, to each employee and shall maintain same in an effective and clean state at all times. Where respirators are used by more than one employee, each such respirator shall be sterilised or a new pad inserted after use by each such employee.

(d) Employers shall also provide and supply goggles of suitable type provided that the goggles with celluloid lenses shall not be regarded as suitable.

(e) All employees shall use the protective equipment supplied when using electrical sanding machines of any type.

(42) Protective clothing for bricklayers and bricklayers' labourers engaged on construction or repair of refractory brickwork:

(a) Gloves shall be supplied when employees are engaged on repair work and shall be replaced as required, subject to employees handing in the used gloves.

(b) Boots shall be supplied upon request of the employees after six weeks' employment, the cost of such boots to be assessed at $20.00 and employees to accrue credit at the rate of $1.00 per week.

Employees leaving or being dismissed before 20 weeks' employment shall pay the difference between the credit accrued and the $20.00. The right to accrue credit shall commence from the date of request for the boots.

In the event of boots being supplied and the employee not wearing them whilst at work, the employer shall be entitled to deduct the cost of the boots if the failure to wear them continues after one warning by the employer.

Upon issue of the boots, employees may be required to sign the authority form in or to the effect of the Annexure to the clause. Boots shall be replaced each six months, dating from the first issue.

(c) Where necessary when bricklayers are engaged on work covered by subclauses (19) and (20) of this clause, overalls will be supplied upon the request of the employee and on the condition that they are worn while performing the work.

ANNEXURE

The employee claiming the supply of boots in accordance with paragraph (b) hereof may be required to sign a form giving an authority to the employer in accordance with the following:-

Deduction Form

..... acknowledge receipt of one (1) pair of boots provided in accordance with the provisions of subclause (42) of Clause 13. - Special Rates and Provisions of the Building Trades Award No. 31 of 1966.

Should the full cost of the boots ($20.00) not be met by accumulation of credit (at the rate of $1.00 per week) from ..... I authorise deduction from any moneys due to me by my employer ..... of an amount necessary to meet the difference between the credit accrued and $20.00.

Signed .....

Dated .....

(43) An employee, holding a Third Year First Aid Medallion of the St. John Ambulance Association, appointed by the employer to perform first aid duties, shall be paid at the rate of $6.72 per week in addition to the prescribed rate.

(44) Attendants on Ladders:

No employees shall work on a ladder at a height of over 6.1 metres from the ground when such ladder is standing in any street, way or lane where traffic is passing to and fro, without an assistant on the ground.

(45) Where the employer provides transport to and from the job the conveyance used for such transport shall be provided with suitable seating and weatherproof covering.

(46) Sanitary Arrangements:

The employer shall comply with the provisions of section of the Occupational Health, Safety and Welfare Act, 1984-1987.

(47) The Secretary or any authorised officer of the Union shall have the right to visit any job for the purpose of ascertaining whether work is being performed in accordance with the provisions of the Occupational Health, Safety and Welfare Act, and any regulations made thereunder. Should he be of the opinion that the work being carried out is not in accordance with those provisions the Secretary or any authorised officer of the Union shall inform the employer and the workers concerned accordingly and may report any alleged breach of Act or the regulations to the Chief Inspector of the Department of Occupational Health, Safety and Welfare of Western Australia.

## 14. - FARES AND TRAVELLING TIME

(1) Where a worker is required to work away from his shop irrespective of whether such work is classified as construction work, the following provisions shall apply:-

(a) He shall be paid fares in excess of those he would incur in travelling between his home and his depot or shop.

(b) He shall be paid travelling time at his ordinary rate of pay incurred in travelling to and from the site in excess of the travelling time he incurs in travelling between his home and his depot or shop provided such travelling time to and from the site is outside his normal hours of work.

(c) Where an employer requests a worker to use his own car and the worker agrees, an amount of 73 cents per kilometre shall be paid for kilometres in excess of the kilometres a worker would normally incur in travelling between his home and his depot or shop.

(d) This subclause shall be deemed to be complied with where an employer adopts the practice of paying an amount of $13.30 on each day a worker is required to report to the job away from his shop.

(2) For travelling during working hours to and from the employer's place of business or form one job to another, a worker shall be paid by the employer at ordinary rates. The employer shall pay all fares and reasonable expenses in connection with such travelling. Provided that if an employer requests the worker to use his own vehicle, the employer shall pay a car allowance of not less than 69 cents per kilometre for each kilometre the worker travels in response to such request.

## 15. - UNDER-RATE WORKERS

(1) Any worker who, by reason of old age or infirmity, is unable to earn the minimum wage may be paid such lesser wage as may from time to time be agreed upon in writing between the union and the employer.

(2) In the event of no agreement being arrived at, the matter may be referred to the Board of Reference for determination.

(3) After application has been made to the Board and pending the Board's decision, the worker shall be entitled to work for and be employed at the proposed lesser rate.

## 16. - APPRENTICES

(1) (a) Wages per week (percentage of tradesperson's rate prescribed by subclauses (1) and (2) of Clause 10. - Wages).

| | | % |
|---|---|---|
| (i) | Four Year Term - | |
| | First year | 42 |
| | Second year | 55 |
| | Third year | 75 |
| | Fourth year | 88 |
| (ii) | Three and a Half Year Term - | |
| | First six months | 42 |
| | Next year | 55 |
| | Next following year | 75 |

| | | |
|---|---|---|
| | Final year | 88 |

(iii) Three Year Term -

| | |
|---|---|
| First year | 55 |
| Second year | 75 |
| Third year | 88 |

(b) Construction Allowance (per week):

Where an apprentice works in circumstances which would entitle a tradesperson to the construction allowance prescribed in subclause (4) of Clause 10. - Wages, the following extra rate shall be paid to that apprentice -

| | | % |
|---|---|---|

(i) Four year term (per cent of construction allowance per week):

| | |
|---|---|
| First year | 40 |
| Second year | 72 |
| Third year | 95 |
| Fourth year | 100 |

(ii) Three and a half year term (per cent of construction allowance per week):

| | |
|---|---|
| First six months | 40 |
| Next year | 72 |
| Next following year | 95 |
| Final year | 100 |

(iii) Three year term (per cent of construction allowance per week):

| | |
|---|---|
| First year | 58 |
| Second year | 95 |
| Third year | 100 |

(c) Tool Allowance (per week):-

A tool allowance of one-third of the amount (if any) payable to a tradesman shall be paid to an apprentice to that trade in his first year of apprenticeship and of two-thirds of that amount in his second year and of the same amount (if any) as is payable to a tradesman in the remaining periodof his apprenticeship.

(d) Provision of Tools:

An employer may, by agreement with the apprentice's parent or guardian, elect to provide the apprentice with a kit of tools and subject to establishing the value of the tools at the time of so providing, deduct the tool allowance until the cost of the kit of tools is reimbursed.

In the event of an apprentice being dismissed or leaving his employment before the cost of the tool kit has been reimbursed the employer shall be entitled to:-

(i) deduct from any monies owing the apprentice, the amount then owing; or

(ii) by agreement retain tools at the originally nominated value to the amount still owing.

(2) (a) An apprentice to painting or signwriting shall not be registered in accordance with the provisions of this award until a certificate to the effect that he does not suffer any disability by reason of colour blindness has been lodged with the Registrar.

(b) An apprentice to painting or signwriting shall undertake a vocational aptitude test.

(3) The maximum number of apprentices to be taken by an employer shall be as follows:-

(a) Carpentry and joinery - one apprentice to every two or fraction of two journeymen provided the fraction shall not be less than one.

(b) Plumbing - one apprentice to every two or fraction of two journeymen provided the fraction shall not be less than one.

(c) Painting, signwriting or glazing - one apprentice to every three or fraction of three journeymen provided the fraction shall not be less than one.

(d) Bricklaying - one apprentice to every three or fraction of three journeymen provided the fraction shall not be less than one.

(e) Plastering - one apprentice to every three or fraction of three journeymen provided the fraction shall not be less than one.

## 17. - HOURS

(1) Hours of Work:

(a) Except as provided elsewhere in this award the ordinary working hours shall be 38 per week to operate from May 24, 1982.

(b) Subject to subclause (3) of clause 19. - Overtime and subject to the provisions of this subclause and subclauses(2) - Implementation of 38 Hour Week - and (3) - Procedures for In-house Discussions; the ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases.

(i) 38 hours within a work cycle not exceeding seven consecutive days; or

(ii) 76 Hours within a work cycle not exceeding fourteen consecutive days; or

(iii) 114 hours within a work cycle not exceeding twenty-one consecutive days; or

(iv) 152 hours within a work cycle not exceeding twenty-eight consecutive days.

(v) For the purposes of paragraph (a) of subclause (3) of this clause any other work cycle during which a weekly average of 38 ordinary hours are worked as may be agreed in accordance with paragraph (d) of subclause (3).

(c) The ordinary hours of work may be worked on any or all days of the week, Monday to Friday, inclusive, and except in the case of shift employees, shall be worked between the hours of 6.30 a.m. and 6.00 p.m. with an interval of not less than 45 minutes for lunch but the meal break of 45 minutes and/or the spread of hours may be altered by agreement between the employer and the majority of employees in the plant or section or sections concerned.

Provided that in the case of emergency work an employee in the plumbing industry may be rostered to work on Saturday morning and such work may be counted as part of the 38 hours per week. The altered starting and finishing times necessitated by such an arrangement shall be as agreed between the employee and the employer.

(d) The ordinary hours of work shall not exceed 10 hours on any day.

Provided that in any arrangement of ordinary working hours, where such ordinary hours are to exceed 8 hours on any day, the arrangement of hours shall be subject to the agreement between

the employer and the majority of employees in the employer's premises or section or sections concerned.

(e) (i) Subject to the provisions of subclause (2) - Implementation of 38 Hour Weekand subclause (3) - Procedures for In-house Discussions, the ordinary hours of shift employees shall average 38 per week (inclusive of crib time) and shall not exceed 152 hours in twenty-eight consecutive days

(ii) The ordinary hours of work prescribed herein shall not exceed 10 hours on any day. Provided that in any arrangement of ordinary working hours, where the ordinary hours are to exceed eight hours on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees in the employer's premises or section or sections concerned.

(2) Implementation of 38 Hour Week:

(a) Except as provided in paragraph (c) hereof, the method of implementation of the 38 hour week may be any one of the following -

(i) by employees working less than 8 ordinary hours each day; or

(ii) by employees working less than 8 ordinary hours on one or more days each week; or

(iii) by fixing one day of ordinary working hours on which all employees will be off duty during a particular four week cycle; or

(iv) by rostering employees off duty on various days of the week during a particular four week cycle so that each employee has one day of ordinary working hours off duty during that cycle; or

(v) on distant work by employees working eight ordinary hours on each day and accruing one day for each four weekly cycle. Such accrued day or days to be taken in conjunction with and additional to rest and recreation leave as prescribed in subclause (8) of clause 23. - Distant Work, or at the end of the project, or on termination, whichever comes first.

(vi) Where any rostered day off duty falls on a Holiday as prescribed in clause 20. - Holidays and Annual Leave, the next working day shall be taken in lieu unless an alternate day in that four week cycle or the next is agreed.

(b) An assessment should be made as to which method of implementation best suits each employer and the proposal shall be discussed with the employees concerned, the objective being to reach agreement on the method of implementation.

(c) Different methods of implementation of a 38 hour week may apply to various sites or establishments of the one employer.

(d) Notice of Days Off

Except as provided in paragraph (e) of this subclause, in cases where, by virtue of the arrangement of ordinary working hours, an employee, in accordance with placita (iii) and (iv) of paragraph (a) of this subclause, is entitled to a day off duty during the work cycle, then such employee shall be advised by the employer at least four weeks in advance of the day to be taken off duty provided that a lesser period of notice may be agreed by the employer and the majority of employees in the plant or section or sections concerned.

(e) (i) An employer, with the agreement of the majority of employees concerned, may substitute the day an employee is to take off in accordance with sub-paragraphs (iii) and (iv) of paragraph (a) hereof, for another day in the case of a breakdown in machinery or a failure or shortage of electric power or some other emergency situation.

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

(f) Flexibility in relation to rostered days off.

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

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

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

(3) Procedures for In-House Discussions

(a) Procedures shall be established for in-house discussions, the objective being to agree on the method of implementing a 38 hour week in accordance with subclauses (1) - Hours of work and (2) - 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.

(b) The procedures should make suggestions as to the recording of understandings reached and methods of communicating agreements and understandings to all employees, including the overcoming of language difficulties.

(c) The procedures should allow for the monitoring of agreements and understandings reached in-house.

(d) In cases where agreement cannot be reached in-house in the first instance or where problems arise after initial agreements or understandings have been achieved in-house, a formal monitoring procedure shall apply. The basic steps in this procedure for settling such a problem are as follows -

(i) Consultation shall take place within the particular establishment concerned.

(ii) If it is unable to be resolved at establishment level, the matter shall be referred to the State Secretary of the union (or unions) concerned or his deputy, at which level a conference of the parties shall be convened without delay.

(iii) In the absence of agreement either party may refer the matter to the Western Australian Industrial Commission.

(4) An employee shall not be prohibited nor discouraged by his employer, nor by any leading hand or foreman acting for the employer, from having a "cup of tea" (which expression includes any suitable beverage, together with something to eat) at a convenient time once during each morning work period.

Provided that such a "cup of tea" is taken at a suitable place (where flasks and cribs may be safely left) designated by the employer for any particular employee or group of employees or, if no such place be designated, then at the nearest such suitable place to the place where the employee in question reasonably believes when he commences work for the morning that he will be working at about the time he customarily has such "cup of tea", and

Provided further that work is not unduly interfered with and that there is no organised stoppage of work for the purpose of having the "cup of tea" except with the consent of the employer.

(5) Where an employee is employed in such a place or under such circumstances that it is not permissible or practical for him to smoke at his working place, he shall be permitted at some convenient time, at least once during each morning work period, to go to some place at which smoking is permitted and practicable, for sufficient time, not exceeding seven minutes, to enjoy a smoke.

(6) Varied Starting Times:

By agreement between the employer, his employees and the union the working day may begin at 6.00 a.m. or at any other time between that hour and 8.00 a.m. and the working time shall then begin to run from the time so fixed with a consequential adjustment to the meal cessation period.

## 18. - SHIFT WORK

(1) (a) An employer may work any job 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.

(b) Such notice shall be given as soon as practicable but not less than seven days before the day upon which it is intended that the shifts will commence.

(2) (a) Where work on any job is carried out on shifts and less than seven consecutive shifts (other than day shift) are worked on that job then the workers employed on such shifts shall be paid at the rate of time and a half for the first two hours and double time thereafter for the time so worked on each such shift other than day shift.

(b) The sequence of work shall not be deemed to be broken under paragraph (a) of this subclause by reason of the fact that work on the job is not carried out on a Saturday or Sunday or on any holiday prescribed in clause 20. - Holidays and Annual Leave of this award.

(3) The loading on the ordinary rates of pay, which shall include all the allowances prescribed in clause 10. - Wages, for any shift other than day shift worked in ordinary hours shall be -

(a) fifteen per cent; or

(b) twenty-five per cent if a worker is required to work for more than one week consecutively on a shift other than day shift but only in the consecutive second or subsequent weeks of shifts other than day shift and then only until that worker works for at least one week on day shift.

(4) Liberty is hereby reserved to the applicant to apply to amend this clause in the event of shift work being introduced on any job after the date of this award but only if conditions out of the ordinary are being experienced on that job.

## 18A. - PART TIME EMPLOYMENT

(1) A part time employee may be engaged to work for a constant number of hours each week which having regard to the various ways of arranging ordinary hours shall average less than 38 hours per week.

(2) An employee so engaged shall be paid per hour on thirty-eighth of the weekly wage prescribed for the classification in which the employee is engaged.

(3) An employee engaged on a part time basis shall be entitled in respect of annual leave, holidays, sick leave and bereavement leave arising under this award payment on a proportionate basis calculated as follows:

(a) Annual Leave

Where a part time employee is entitled to a payment either, on termination or for the purpose of annual leave or at a close down, for continuous service in any qualifying twelve monthly period

then the payment of 2.923 hours' pay prescribed by paragraph (b) of subclause (6) of Clause 20. -Holidays and Annual Leave shall be in respect of each cumulative period of 38 ordinary hours worked during the qualifying period.

(b) Holidays

A part time employee shall be allowed the holidays prescribed by Clause 20. - Holidays and Annual Leave without deduction of pay in respect of each holiday which is observed on a day ordinarily worked by the part time employee.

(c) Absence Through Sickness

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

(d) Bereavement Leave

Where a part time employee would normally work on either or both of the two working days following the death of a close relative which would entitle an employee on weekly hire to bereavement leave in accordance with Clause 22. - Bereavement Leave of this award the employee shall be entitled to be absent on bereavement on either or both of those two working days without loss of pay for the day or days concerned.

(e) Overtime

A part time employee who works in excess of the hours fixed under the contract of employment shall be paid overtime in accordance with Clause 19. - Overtime of this award.

## 19. - OVERTIME

(1) Subject to the provisions of clause 17. - Hours and clause 18. - Shift Work a worker who commences work between midnight and 6 a.m. shall be paid at the rate of double time until his usual starting time and, subject thereto, all work performed outside the normal limits of the hours of labour on any day shall be paid for at the rate of time and a half for the first two hours and double time thereafter except that all work on a Sunday shall be paid for at the rate of double time.

(2) Any worker who has left the premises at which he is employed and is recalled to work after the usual ceasing time for less than one hour shall receive payment for one hour at overtime rates.

(3) If a worker is required to work during the recognised meal period so that the commencement of the meal period is postponed for more than half an hour he shall receive payment at double time rates until he gets his meal.

Provided that where it is necessary for work to continue uninterrupted, a lunch break of not less than thirty minutes shall be allowed between the hours of 11.15 a.m. and 1.30 p.m. to workers engaged on such work.

(4) Subject to subclause (3) hereof, if a worker who is required to work during the recognised meal period does not in consequence obtain during the shift the full continuous meal period, or loses any portion of the meal period, he shall be paid at double time rates for the period not obtained or any portion lost.

(5) The expression "recognised meal period" means the period customarily observed as the meal period between fixed times on the job, or at the works as the case may be, except where the time of commencement of the customary period is altered by mutual consent of the employer and the workers on a job to suit the convenience of the workers or the building proprietor, in which case the altered times shall be the basis of any rights under subclauses (3) and (4) hereof.

(6) Any employee who is required to continue working for more than two hours after his usual knock-off time on any day shall be supplied by the employer with a reasonable meal or, in lieu of such meal, shall be paid an allowance of $9.90 for that meal.

Provided that this subclause shall not apply to a worker who has been notified on the previous day that he would be required to work such overtime.

(7) (a) When overtime work is necessary it shall, whenever reasonably practicable, be so arranged that workers have at least ten consecutive hours off duty between the work of successive days.

(b) A worker (other than a casual worker) who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not at least ten consecutive hours off duty between those times shall, subject to paragraph (c) of this subclause, be released after completion of such overtime until he has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(c) If, on the instructions of his employer, such a worker resumes or continues work without having had such ten consecutive hours off duty, he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

## 20. - HOLIDAYS AND ANNUAL LEAVE

(1) (a) Subject as hereinafter provided the following days shall be regarded as holidays and shall be observed without deduction of pay: The days observed as New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Union Picnic Day, Christmas Day and Boxing Day.

(b) When any of the days mentioned in paragraph (a) of this subclause falls on a Saturday or Sunday, the holiday shall be observed on the next succeeding Monday provided that Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday. In each casethe substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.

(c) To obtain payment for a holiday prescribed in this subclause a worker shall have worked as required by his employer the working day immediately before and the working day immediately after such a holiday or have been absent with the permission of his employer or have been absent with reasonable cause on such days.

(d) An employer shall not terminate the employment of a worker within a period of seven days preceding a holiday prescribed in this award for the purpose of avoiding the obligation imposed by this clause.

(e) In special circumstances and by agreement between the employer and the majority of employees any other day(s) may be substituted for the days prescribed in (1)(a).

(2) "Union Picnic Day" shall be observed on the day also observed as "Sovereign's Birthday".

(3) All workers required to work on the days named in subclause (1) of this clause shall be paid double and one-half time rate for all time worked on any such day.

(4) On any public holiday not prescribed as a holiday under this award, the employer's establishment or place of business may be closed, in which case an employee need not present himself for duty and payment may be deducted, but if work be done, ordinary rates of pay shall apply.

(5) (a) Except as hereinafter provided, a period of four consecutive week's leave, "inclusive of any rostered day off arranged and agreed in accordance with the provisions of clause 17. - Hours",

with payment as prescribed in paragraph (b) hereof shall be allowed annually to a worker by his employer after a period of twelve months' continuous service with that employer.

(b) (i) 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.

(ii) Subject to paragraph (c) hereof a worker shall, where applicable, have the amount of wages to be received for annual leave calculated by including the following where applicable:

(aa) the rate applicable to him as prescribed in clause 10. - Wages of this award, clause 12. - Leading Hands, subclause (22), (25)(e), (29) and (30) of clause 13. - Special Rates and Provisions and by clause 24. - Location Allowance of the award and,

(bb) Subject to paragraph (c)(ii) hereof the rate prescribed for work in ordinary time by clause 18. - Shift Work of the award according to the worker's roster or projected roster including Saturday and Sunday shifts;

(cc) Any other rate to which the worker is entitled in accordance with his contract of employment for ordinary hours of work; provided that this provision shall not operate so as to include any payment which is of a similar nature to or is paid for the same reasons as or is paid in lieu of those payments prescribed by clause 13. - Special Rates and Provisions, clause 14. - Fares and Travelling Time, clause 19. - Overtime or clause 23. - Distant Work, of this award, nor any payment which might have become payable to the worker as reimbursement for expenses incurred.

(c) During a period of annual leave a worker shall receive a loading calculated on the rate of wage prescribed by paragraph (b)(ii)(aa) of this subclause. The loading shall be as follows:-

(i) Day Workers - A worker who would have worked on day work had he not been on leave - a loading of 17 1/2 per cent.

(ii) Shift Workers - A worker who would have worked on shift work had he not been on leave - a loading of 17 1/2 per cent.

Provided that where the worker would have received shift loadings prescribed by clause 18. - Shift Work had he not been on leave during the relevant period and such loadings would have entitled him to a greater amount than the loading of 17 1/2 per cent, then the shift loadings shall be added to the rate of wage prescribed by the said paragraph (b)(ii)(aa) in lieu of the 17 1/2 per cent loading.

Provided further, that if the shift loading would have entitled him to a lesser amount than the loading of 17 1/2 per cent then such loading of 17 1/2 per cent shall be added to the rate of wage prescribed by paragraph (b)(ii)(aa) hereof in lieu of the shift loadings.

The loading prescribed by this subclause shall not apply to proportionate leave on termination.

(6) 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 working day for each such holiday observed as aforesaid.

(7) Proportionate Leave on Termination

If after one months continuous service in any qualifying twelve monthly period a worker lawfully leaves his employment or his employment is terminated by the employer through no fault of the worker, the worker shall be paid 2.923 hours' pay at the rate of wage prescribed by clause 10. - Wages, in respect of each completed week of continuous service.

(8) Any time in respect of which a worker is absent from work, except time for which he is entitled to claim sick pay, and except for any public holiday on which he is absent from work 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.

(9) 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 (7) hereof, 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.

(10) In addition to any payment to which he may be entitled under subclause (7) of this clause a worker whose employment terminates after he has completed a twelve monthly qualifying period and who has not been allowed the leave prescribed under this award in respect of that qualifying period shall be given payment in lieu of that leave or, in a case to which subclauses (11) or (14) of this clause applies, 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.

(11) In special circumstances and by agreement between the employer and the employee annual leave may be taken in other than a period of four consecutive weeks.

(12) For the purpose of this clause "double time and one-half" shall be the rate which would have been payable to the worker on that day had it not been a holiday (including all allowances paid in accordance with the provisions of clause 10 of this award) multiplied by two and one-half.

(13) Payment for holidays shall be at the ordinary rate prescribed in clause 10 of this award including all allowances paid in accordance with the provisions of that clause.

(14) Notwithstanding anything else herein contained an employer who observes a Christmas close down 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.

(15) The provisions of this clause shall not apply to casual workers.

## 21. - LONG SERVICE LEAVE

The Long Service Leave provisions set out in Volume 60 of the Western Australian Industrial Gazette at pages 1 to 6 both inclusive, are hereby incorporated in and form part of this award.

## 22. - ABSENCE THROUGH SICKNESS OR BEREAVEMENT

(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 following provisions.

(b) Entitlement to payment shall accrue at the rate of one sixth of a week for each completed month of service with the employer.

(c) If in the first or successive years of service with the employer a worker is absent on the ground of personal ill health or injury for a period longer than his entitlement to paid sick leave, payment may be adjusted at the end of that year of service, or at the time the 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 worker shall as soon as reasonably practicable advise the employer of his inability to attend for work, the nature of his illness or injury and the estimated duration of the absence. Provided that such advice, other than in extraordinary circumstances shall be given to the employer within 24 hours of the commencement of the absence.

(4) The provisions of this clause do not apply to 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 a 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 20 - Holidays and Annual Leave.

(e) Payment for replaced annual leave shall be at the rate of wage applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in clause 20. - Holidays and annual Leave shall be deemed to have been paid with respect to the replaced annual leave.

(6) Where a business has been transmitted from one employer to another and the worker's service has been deemed continuous in accordance with subclause (3) of clause (2) of the Long Service Leave provisions published in volume 59 of the Western Australian Industrial Gazette at pages 1-6, 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) A worker shall, on the death within Australia of a wife, husband, father, mother, brother, sister, child or stepchild, be entitled on notice, to leave up to and including the day of the funeral of such relation and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by

the worker in two ordinary days of work. Proof of such death shall be furnished by the worker to the satisfaction of his employer.

Provided that this subclause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement leave.

For the purposes of this subclause, the words "wife" and "husband" shall include a person who lives with the worker as a de facto wife or husband.

(9) The provisions of this clause do not apply to casual workers.

## 23. - DISTANT WORK

(1) (a) Where a worker is sent by his employer or is engaged or selected or advised by an employer to proceed to a job or is told by an employer that a job will be available at such distance that he cannot return to his home each night, the employer shall pay the expenses reasonably incurred by the worker for board and lodging or shall provide suitable board and lodging.

(b) Any dispute which may arise between the union and an employer as to whether suitable board and lodging has been provided pursuant to this subclause may be determined by the Board of Reference. Should the Board consider that suitable board and lodging is not being provided, then it may require the employer to do such things as may be deemed necessary to meet that requirement.

(2) When any worker is required to travel at night, sleeping berth accommodation shall be provided by the employer.

(3) Time occupied in travelling (including waiting for transport connections) up to a maximum of eight hours each day shall be paid for at ordinary rates. Time occupied after arriving at the destination awaiting commencement of work during ordinary working hours shall be deemed to be time occupied in travelling.

Provided that the amount for the return travelling shall not be payable if the worker be dismissed for misconduct or, within one working week of his commencing work on the job, for incompetency or if the worker terminates or discontinues his work on the job within one month of his commencing thereon.

(4) The employer shall pay all fares which shall be deemed to include the cost of transporting the employee's tools, in connection with such travelling, and shall pay the cost of each ordinary meal actually and reasonably required during such travelling but the minimum allowance for such meal shall be $9.90.

Provided that the amount of the return fare shall not be payable if the worker be dismissed for misconduct or, within one working week of his commencing work on the job, for incompetency or if the worker terminates or discontinues his work on the job within one month of his commencing thereon.

Provided further that where such travelling is to or from or within the area of the State north of latitude 26º S., the following provisions shall apply:-

(a) The amount of the original fare shall be deducted from the subsequent earnings of the worker.

(b) One-third of the amount of such fare shall be refunded by the employer to any worker who continues for each of the first three months of the duration of the job, with the full fare being refunded by the employer to a worker who continues in his service until the completion of any job of less than three months' duration or to any worker dismissed by the employer within the first three months of the employment unless such dismissal was due to the worker's misconduct.

(c) Where a worker continues in the employer's service at a distant job for three months or six months, he shall be paid by the employer either one half or the full amount as the case may be, of the fares incurred in returning to his home, with the full amount of such fares being payable by the employer to a worker who continues in his service until the completion of any job of less

than six months' duration or to any worker dismissed by the employer within the first six months of the employment unless such dismissal was due to the worker's misconduct.

(5) Where a worker uses any kind of conveyance of his own in travelling, the amount of the fare that would have been reasonably incurred had the worker used a public conveyance shall be paid by the employer to the worker.

(6) (a) A worker not required to work during a weekend who works as required during the ordinary hours of work on the working day before and the working day after a weekend, and who notifies his employer no later than the previous Tuesday of his intention to return home at the weekend and who returns home for that weekend, shall be paid an allowance of $27.10 for each such occasion unless travelling facilities are provided.

(b) A worker shall be deemed to have returned home at the weekend only if he is absent from the accommodation provided for him at the distant place for not less than half the hours between ceasing work on Friday and commencing work on the next following working day.

(7) If a worker elects to return to his home at the weekend, after three months' continuous service away from home in the employ of the one employer and thereafter at the end of each three monthly period, he shall be paid a second class return rail or road bus fare on the pay day which immediately follows the date on which he returns to the job, unless travelling facilities are provided. This subclause shall not apply where the worker has visited his home at the employer's expense, whether under subclause (6) or otherwise, during the three monthly period.

(8) When a worker has been engaged by the one employer for six months to work at a distant place from which it was not practicable to return to his home at the end of three months, he shall at the end of six months be granted one day's leave without pay to enable him to return to his home during such "long" weekend and, unless travelling facilities are provided, he shall be paid a second class return rail or road bus fare on the pay day which immediately follows the date on which he returns to the job.

Provided that a worker on jobs in the area of the State north of latitude 26º S., shall after working continuously for an employer for six months without returning to his home be paid an additional three days' pay and after working for an employer continuously for twelve months be granted two days' leave without pay and be paid his return air fares between the job and his home on the pay day immediately following his return to the job.

Provided further that for any specified job in the area of the State north of latitude 26º S., with the consent of the union, any other arrangement acceptable to the workers may be substituted for the foregoing provision.

(9) Where an employee, supplied with board and lodging by his employer, is required to live more than one half of a mile from the job, he shall be provided with suitable transport to and from that job or be paid an allowance of $13.30 per day provided that where the time actually spent in travelling either to or from the job exceeds twenty minutes, that excess travelling time shall be paid for at ordinary rates whether or not suitable transport is supplied by the employer.

(10) Alternative Paid Day Off Procedure

If the employer and the employee so agree in writing, the paid rostered day off, as agreed and arranged in accordance with subclause (1) of clause 17. - Hours, may be taken and paid for, in conjunction with and additional to rest and recreation leave as prescribed in subclause (8) hereof, or at the end of the project, or on termination, whichever comes first.

## 24. - LOCATION ALLOWANCES

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

| TOWN | PER WEEK |
|---|---|
| Agnew | $21.30 |
| Argyle | $57.00 |
| Balladonia | $22.00 |
| Barrow Island | $37.10 |
| Boulder | $9.10 |
| Broome | $34.30 |
| Bullfinch | $10.00 |
| Carnarvon | $17.60 |
| Cockatoo Island | $37.60 |
| Coolgardie | $9.10 |
| Cue | $21.90 |
| Dampier | $29.90 |
| Denham | $17.60 |
| Derby | $35.70 |
| Esperance | $6.20 |
| Eucla | $23.90 |
| Exmouth | $31.30 |
| Fitzroy Crossing | $43.30 |
| Halls Creek | $50.00 |
| Kalbarri | $7.60 |
| Kalgoorlie | $9.10 |
| Kambalda | $9.10 |
| Karratha | $35.90 |
| Koolan Island | $37.60 |
| Koolyanobbing | $10.00 |
| Kununurra | $57.00 |
| Laverton | $21.80 |
| Learmonth | $31.30 |
| Leinster | $21.30 |
| Leonora | $21.80 |
| Madura | $23.00 |
| Marble Bar | $55.20 |
| Meekatharra | $18.90 |
| Mount Magnet | $23.70 |
| Mundrabilla | $23.50 |
| Newman | $20.50 |
| Norseman | $18.80 |
| Nullagine | $55.10 |
| Onslow | $37.10 |
| Pannawonica | $27.80 |
| Paraburdoo | $27.70 |
| Port Hedland | $29.70 |
| Ravensthorpe | $11.30 |
| Roebourne | $41.30 |
| Sandstone | $21.30 |
| Shark Bay | $17.60 |
| Southern Cross | $10.00 |
| Telfer | $50.80 |
| Teutonic Bore | $21.30 |
| Tom Price | $27.70 |
| Whim Creek | $35.50 |
| Wickham | $34.30 |
| Wiluna | $21.60 |
| Wyndham | $53.40 |

(2) Except as provided in subclause (3) of this clause, an employee who has:

(a) a dependant shall be paid double the allowance prescribed in subclause (1) of this clause;

(b) a partial dependant shall be paid the allowance prescribed in subclause (1) of this clause plus the difference between that rate and the amount such partial dependant is receiving by way of a district or location allowance.

(3) Where an employee:

(a) is provided with board and lodging by his/her employer, free of charge; or

(b) is provided with an allowance in lieu of board and lodging by virtue of the award or an order or agreement made pursuant to the Act;

such employee shall be paid $66^{2}/_{3}$ per cent of the allowances prescribed in subclause (1) of this clause.

(4) Subject to subclause (2) of this clause, junior employees, casual employees, part time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.

(5) Where an employee is on annual leave or receives payment in lieu of annual leave he/she shall be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.

(6) Where an employee is on long service leave or other approved leave with pay (other than annual leave) he/she shall only be paid location allowance for the period of such leave he/she remains in the location in which he/she is employed.

(7) For the purposes of this clause:

(a) "Dependant" shall mean -

(i) a spouse or defacto partner; or

(ii) a child where there is no spouse or defacto partner;

who does not receive a location allowance or who, if in receipt of a salary or wage package, receives no consideration for which the location allowance is payable pursuant to the provisions of this clause.

(b) "Partial Dependant" shall mean a "dependant" as prescribed in paragraph (a) of this subclause who receives a location allowance which is less than the location allowance prescribed in subclause (1) of this clause or who, if in receipt of a salary or wage package, receives less than a full consideration for which the location allowance is payable pursuant to the provisions of this clause.

(8) Where an employee is employed in a town or location not specified in this clause the allowance payable for the purpose of subclause (1) of this clause shall be such amount as may be agreed between Australian Mines and Metals Association, the Chamber of Commerce and Industry of Western Australia and UnionsWA or, failing such agreement, as may be determined by the Commission.

(9) Subject to the making of a General Order pursuant to s.50 of the Act, that part of each location allowance representing prices shall be varied from the beginning of the first pay period commencing on or after the 1st day in July of each year in accordance with the annual percentage change in the Consumer Price Index (excluding housing), for Perth measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.

## 25. - PROVISION OF APPLIANCES

(1) Builders' Labourers: The employer shall provide all necessary plant and tools free of charge.

(2) Carpenters: The employer shall provide the following tools when they are required on the job;- Dogs nd cramps of all descriptions, bars of all descriptions, augers of all sizes, bits not ordinarily used in a race, all hammers except claw hammers, glue pots and brushes, dowel plates, trammels, hand and thumb screws, soldering irons, spanners from 19mm upwards and all power driven tools and machines on construction jobs.

(3) Painters: The employer shall provide all tools in connection with the painting trade, excepting putty knife, strippers, scissors, duster, paperhanging brush, roller, two lining fitches, a 600mm rule, hammer and hacking knife.

(4) Signwriters: Signwriters shall provide themselves with a full set of pencils and fitches, rest stick, wash leather and a 600mm rule.

(5) Plasterers: The employer shall supply all floating rules, darbies, trammels, centres, buckets and sieves. Stands for plasterers' mortar boards not less than 750mm from the ground or where practicable and safe from a scaffold level shall be provided for the plasterer by the employer when requested.

(6) Plumbers:

(a) The following tools shall be provided by the employer:-

Metal pots, plumbing irons, mandrils, long dummies, stocks and dies for iron and brass pipes, cutters, all tongs over 300mm, vices, hack saw blades, taps and chisels for brick and concrete, and the employer shall also supply all tools required for work to be performed on wrought iron and lead pipes over 50mm in diameter and a worker shall supply only the usual kit bag of tools.

(b) Plumbers shall supply themselves with all the tools set out hereunder:-

1 680gm Claw Hammer;
1 Gimpy Hammer;
1 Ball Pein Hammer;
1 Cross Pein Hammer;
1 450 Pinch Bar;
1 12mm Hand Drill;
1 set Twist Drills 8mm to 12mm inclusive;
1 set Tungsten Tipped Drills, 6mm, 8mm, 10mm;
1 Ratchet Wood Brace;
1 Set Wood Bits (Rough Cut), 6mm-8mm-12mm-18mm-25mm-30mm;
1 300mm Half Round File;
1 250mm Wood Rasp;
1 250mm Round File
1 Plugging Chisel;
1 set Star Drills, 6mm-10mm- 12mm-18mm;
1 set Screwdrivers, 150mm - 200mm-300mm;
1 Multipliers;
1 Gas Pliers;
1 450mm Stilson Wrench;
1 350mm Stilson Wrench;
1 350mm Footprints;
1 250mm Footprints;
1 300mm Crescent Spanner;
1 200mm Crescent Spanner;
1 300mm Straight Tin Snips;
1 Wiess Snips;
1 Steel Compass 225mm;

1 Mitre Square 200mm;
1 Soldering Head or 680gm Soldering Iron;
1 600mm Spirit Level;
1 Line level;
1 300 metre Nylon Line;
1 Plumb Bob and Line;
1 Brick Punch;
1 Rivet Set;
1 Grooving Tool;
1 Flat Lead Dresser;
1 Lead Bossing Mallet;
1 Bent Bolt;
1 Flaring Block and Drift 12mm-18mm-25mm;
1 12mm Copper Tube Bending Spring
1 18mm Copper Tube Bending Spring;
1 Pair Welding Glasses;
1 Hacksaw;
1 Gauging Trowel;
1 Nail Bag;
1 34 metre Tape (Steel);
1 Key Hole Saw Set;
1 Oxy Bottle Key;
1 set Cold Chisels 100mm-150mm - 200mm-300mm;
1 set Wood Chisels 12mm-18mm-25mm;
1 Tool box and Lock;
1 Hand Saw 650mm

(7) Bricklayers: The employer shall supply scrutch combs and blades when required.

(8) Glaziers: The employer shall provide all tools in connection with the glazing trade excepting the following:-

1 Lock-up Tool Box;
1 pair Glaziers Pliers;
1 pair Pincers;
2 Putty Knives (1 facing, 1 stripping)
2 Chisels (one 25mm, one 40mm);
1 Light Claw Hammer;
1 metre Rule;
1 pair 10 inch Snips;
1 Hacksaw;
1 Marking Line 18 metres;
2 Screwdrivers;
3 metre Steel Tape;
1 Centre Punch;
1 Prick Punch;
1 Broadknife
Hacksaw blades to be supplied by the employer.

(9) (a) A worker in receipt of a tool allowance shall provide himself with all necessary tools kept in suitable condition for the performance of his work (other than those tools to be provided by the employer in accordance with this clause).

(b) A worker who fails to provide all such tools when required shall be guilty of a breach of this award and shall not be entitled to the tool allowance prescribed in clause 10. - Wages until he complies with this clause.

## 26. - PROTECTION OF WORKERS' TOOLS

(1) Carpenters and Joiners: The employer shall provide a waterproof and reasonably secure place where the workers' tools (when not in use) may be locked up apart from the employer's plant or material.

(2) Other Workers except Builders' Labourers: The employer shall, when practicable, provide a reasonably secure place on each job for the safekeeping of the workers' tools when not in use.

(3) The employer shall indemnify a worker in respect of any tools of the worker stolen, if the employer's failure to comply with this clause is a material factor in contributing to the stealing of the tools.

## 27. - CHANGE ROOM

Where no other reasonably suitable place is available, the principal contractor shall (unless it is impracticable to do so) provide on each job a suitable and convenient change room where the workers may change their clothes. The change room shall not be used for storing lime, cement, or other similar materials.

## 28. - RECORDS

(1) In addition to the requirements of the Industrial Relations (General) Regulations 1997, each employer shall keep a record, on a separate page for each employee, from which can be readily ascertained the following:

(a) the name of each employee and his/her classification;

(b) each day worked, the hours worked each day, including time of starting and finishing work each day, overtime hours worked and meal breaks taken;

(c) the gross amount of ordinary wages, overtime wages, special rates and specific allowances paid each pay week;

(d) the amount of each deduction and the nature thereof;

(e) the net amount of wages and allowances paid each pay week;

(f) any relevant records which detail taxation deductions and remittances to the Australian Taxation Office, including those payments made as PAYE tax whether under a Group Employer’s Scheme or not;

(g) where an employer is required to make payments to the Construction Industry Long Service Leave Board, a certificate or other documentation from the Board which will confirm the employer’s registration, the date of the last payment, and the period for which that payment applies;

(h) the employer’s and the employee’s Occupational Superannuation Scheme number and the contribution returns by the employer to the Scheme on behalf of the employee, where such benefit applies; and

(2) In addition, the employer shall record the location of the job if it is outside the Perth Metropolitan area.

(3) The employer shall provide evidence of the employer’s current Workers Compensation Policy or other satisfactory proof if insurance such as renewal certificate.

(4) Subject to subclause (6) of this clause, all records and documentation referred to in subclauses (1), (2) and (3), or copies thereof, shall be available for inspection by a duly accredited official under the rules of an organisation of employees bound by this Award during the usual office hours, at the employer’s office or other convenient place. This is subject to reasonable notice of not less than 24 hours of the intention to inspect the records being given to the employer by the union or duly accredited union official.

(5) Subject to subclause (6) of this clause, upon request the employer shall within 7 days make copies available for the union of the record maintained under subclause (1) of this clause if the Secretary of the Union reasonably suspects that a breach of the Award has been committed. If agreed between the parties, copies of the records shall be sent to the union office. Otherwise, the union shall arrange for copies of the records to be collected.

(6) The employer may refuse the representative access to the records if the employer:

(a) is of the opinion that access to the records by a duly accredited official of the organisation of employees would infringe the privacy of persons who are not members of the union;

(b) undertakes to produce the records to an Industrial Inspector within 48 hours of being notified of the requirements to inspect by the Union official; and

(c) complies with the undertaking to produce the records to an Industrial Inspector.

## 29. - REPRESENTATIVE INTERVIEWING WORKERS

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

On notifying the employer or his representative, the secretary or any authorised officer of the union shall have the right to visit and inspect any job or shop or factory at any time when work is being carried on whether during or outside the ordinary working hours and to interview the workers covered by this award provided that he does not unduly interfere with the work in progress.

## 30. - POSTING OF AWARD AND UNION NOTICES

No employer shall prevent an official of the union from posting a copy of this award or any union notice, not exceeding fourteen inches by nine inches, in a suitable place on any job.

## 31. - BOARD OF REFERENCE

(1) The Commission hereby appoints, for the purposes of this award, a Board of Reference consisting of a Chairman and two other members who shall be appointed to section 48 of the Industrial Arbitration Act, 1979.

(2) The Board of Reference is hereby assigned the function of determining any dispute between the parties in relation to any matter which under this award may be allowed, approved, fixed, determined or dealt with by a Board of Reference.

## 32. - NO REDUCTION

Notwithstanding the provisions of Clause 10. - Wages of this award, the rate of wage of any worker shall not be reduced if that worker, at the 15th day of September, 1977, was being paid a higher wage than the maximum prescribed in the said clause for his class of work.

## 33. - 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 then 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 a casual or seasonal work.

(b) Maternity leave shall mean unpaid maternity leave.

(2) Period of Leave and Commencement of Leave

(a) Subject to subclauses (3) and (6) hereof, the period of maternity leave shall be for an unbroken period of from 12 to 52 weeks and shall include a period of six weeks' compulsory leave to be taken immediately before the presumed date of confinement and a period of six weeks' compulsory leave to be taken immediately following confinement.

(b) A worker shall, not less than 10 weeks prior to the presumed date of confinement, give notice in writing to her employer stating the presumed date of confinement.

(c) A worker shall give not less than four weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave, stating the period of leave to be taken.

(d) A worker shall not be in breach of this order as a consequence of failure to give the stipulated period of notice in accordance with paragraph (c) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

(3) Transfer to a Safe Job

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

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

(4) Variation of Period of Maternity Leave

(a) Provided the addition does not extend the maternity leave beyond 52 weeks, the period may be lengthened once only, save with the agreement of the employer, by the worker giving not less that 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 a position no longer exists but there are other positions available, for which the worker is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

(7) Maternity Leave and Other Leave Entitlements

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

(a) A worker may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is then entitled.

(b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to a worker during her absence on maternity leave.

(8) Effect of Maternity Leave on Employment

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

(9) Termination of Employment

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

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

(10) Return to Work After Maternity Leave

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

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

(11) Replacement Workers

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

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

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

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

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

## 34. - SHOP STEWARDS

An employee appointed as a Shop Steward shall, upon notification in writing by the Union to the employer be recognised as an accredited representative of the Union to which he or she belongs and he or she shall be allowed all necessary time during working hours to submit to the employer matters affecting the employees he or she represents.

## 35. - INTRODUCTION OF CHANGE

(1) Employers' Duty to Notify

(a) Where an employer has made a definite decision to introduce major changes in production, programme, organisation, structure or technology that are likely to have "significant effects" on employees, the employer shall notify the employees who may be affected by the proposed changes and their union or unions.

(b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skill required; the elimination ordiminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have "significant effects".

(2) Employer's Duty to Discuss Change

(a) The employer shall discuss with the employees affected and their union or unions, the introduction of the changes referred to in subclause (1) of this clause among other things, the effects the changes are likely to have on employees, measures to avoid or minimise the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their unions in relation to the changes.

(b) The discussion shall commence as soon as is practicable after a definite decision has been made by the employer to make the changes referred to in subclause (1) of this clause.

(c) For the purpose of such discussion, the employer shall provide in writing to the employees concerned and their unions, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

## 36. - REDUNDANCY

(1) Local Government Authorities

The provisions of this clause shall not apply to Local Government Authorities but in lieu the provisions of Clause 2 of Appendix A of this Award shall apply.

(2) Discussions Before Terminations

(a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the employer shall hold discussions with the employees directly affected and with their union or unions.

(b) The discussion shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of paragraph (a) of this subclause and shall cover among other things, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to minimise any adverse effect of any terminations to the employees concerned.

(c) For the purpose of such discussion the employer shall provide in writing to the employees concerned and their union or unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

(3) Notice to Centrelink

Where a decision has been made to terminate employees in the circumstances outlined in paragraph (a) of subclause (2) of this clause, the employer shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(4) Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in subclause (2) of this clause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to had the employment been terminated and the employer may at the employer’s option, make payment in lieu thereof of an amount equal to the difference between the former ordinary weekly rate of wage and the new lower ordinary weekly rate of wage for the number of weeks’ notice still owing.

(5) Severance Pay

(a) Subject to further order of the Commission an employee whose employment is terminated for reasons set out in paragraph (a) of subclause (2) of this clause, shall be entitled to the following amount of severance pay in respect of a continuous period of service.

| Period of Continuous Service | Severance Pay |
|---|---|
| Less than 1 year | Nil |
| 1 year but less than 2 years | 4 weeks |
| 2 years but less than 3 years | 6 weeks |
| 3 years but less than 4 years | 7 weeks |
| 4 years and over | 8 weeks |

"Weeks pay" means the ordinary weekly rate of wage for the employee concerned.

Provided that the severance payment shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

(b) For the purpose of this clause continuity of service shall not be broken on account of:

(i) any interruption or termination of the employment by the employer if such interruption or termination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence;

(ii) any absence from work on account of personal sickness or accident for which an employee is entitled to claim sick pay as prescribed by this award or on account of leave lawfully granted by the employer; or

(iii) any absence with reasonable cause, proof whereof shall be upon the employee;

Provided that in the calculation of continuous service under this subclause any time in respect of which an employee is absent from work except time for which an employee is entitled to claim annual leave, sick pay, long service leave and public holidays as prescribed by this award shall not count as time worked.

(c) Service by the employee with a business which has been transmitted from one employer to another and the employee's service has been deemed continuous in accordance with subclause (3) of Clause 2 of the Long Service Leave Provisions published in Volume 66 of the Western Australian Industrial Gazette at pages 1-4 shall also constitute continuous service for the purpose of this clause.

6) Employee Leaving During Notice

An employee whose employment is to be terminated for reasons set out in paragraph (a) of subclause (2) of this clause may terminate employment during the period of notice and if so shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

(7) Alternative Employment

An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

(8) Time Off During Notice Period

(a) During the period of notice of termination of employment given by an employer, an employee whose employment is to be terminated for reasons set out in paragraph (a) of subclause (2) of this clause shall, for the purpose of seeking other employment, be entitled to be absent from work during each week of notice up to a maximum of eight ordinary hours without dedication of pay.

(b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

(9) Superannuation Benefits

(a) Subject to further order of the Commission, where an employee who is terminated receives a benefit from a superannuation scheme, the employee shall only receive under subclause (5) of this clause the difference between the severance pay specified in that subclause and the amount of the superannuation benefit the employee receives which is attributable to employer contributions only.

(b) If the superannuation benefit is greater than the amount due under subclause (5) of this clause then the employee shall receive no payment under that subclause.

(c) Provided that benefits arising directly or indirectly from contributions made by an employer in accordance with an award, agreement or order made or registered under the Industrial Relations Act 1979, shall not be taken into account unless the Commission so orders in a particular case.

(10) Employees with Less Than One Year's Service

This clause shall not apply to employees with less than one year's service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity and to take such steps as may be reasonable to facilitate the obtaining by employees of suitable alternative employment.

(11) Employees Exempted

This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal including malingering, inefficiency or neglect of duty or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.

(12) Employers Exempted

Subject to an order of the Commission in a particular redundancy case this clause shall not apply to employers who employ less than 15 employees.

(13) Incapacity to Pay

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

(14) Dispute Settling

Any dispute under these provisions shall be referred to the Commission.

## 37. - AVOIDANCE OF INDUSTRIAL DISPUTES

(1) A procedure for the avoidance of industrial disputes shall apply in establishments covered by this award.

The objective of the procedure shall be to promote the resolution of disputes by measures based on consultation, co-operation and discussion; to reduce the level of industrial confrontation; and to avoid interruption to the performance of work and the consequential loss of production and wages.

It is acknowledged that in some companies or sectors of the industry, disputes avoidance/settlement procedures are either now in place or in the process of being negotiated and it may be the desire of the immediate parties concerned to pursue those mutually agreed procedures.

(2) In other cases, the following principles shall apply:

(a) Depending on the issues involved, the size and function of the plant or enterprise and the union membership of the employees concerned, a procedure involving up to four stages of discussions shall apply. These are:

(i) discussions between the employee/s concerned (and shop steward if requested) and the immediate supervisors;

(ii) discussions involving the employee/s concerned, the shop steward and the employer representatives;

(iii) discussions involving representatives from the state branch of the union(s) concerned and the employer representatives;

(iv) discussions involving senior union officials (state secretary) and the senior management representative(s);

(v) there shall be an opportunity for any party to raise the issue to a higher stage.

(b) There shall be a commitment by the parties to achieve adherence to this procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

(c) Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded.

(d) Sensible time limits shall be allowed for the completion of the various stages of the discussions. At least seven days should be allowed for all stages of the discussions to be finalised.

(e) Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the Western Australian Industrial Relations Commission for assistance in resolving the dispute.

(f) In order to allow for the peaceful resolution of grievances the parties shall be committed to avoid stoppages of work, lockouts or any other bans or limitation on the performance of work while the procedures of negotiation and conciliation are being followed.

(g) The employer shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established custom and practices at the workplace.

## 38. - SUPERANNUATION

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

(1) Application:

(a) Subject to the provisions of subclause (4) - Exemptions of this clause, each employer to whom this award applies shall execute an agreement to become a participating employer in the preferred or an approved Occupational Superannuation Scheme, within one month of the enactment of this clause.

(b) For the purpose of this award the preferred Occupational Superannuation Scheme is the Westscheme.

(c) For the purpose of this award an approved Occupational Superannuation Scheme is one which complies with the standards for occupational superannuation schemes under the Occupational Superannuation Standards Act 1987 and Regulations made thereunder.

(2) Contributions:

(a) Subject to the provisions of subclause (3) - Exemptions of this clause each employer shall make monthly contributions to the fund in respect of all eligible employees at the rate of 9% of ordinary time earnings.

(b) Eligible employees are all full time and part time employees to whose employment this award applies and whose length of employment with the employer exceeds one month.

(c) Subject to the provisions of subclauses (3) and (4) of this clause, contributions shall be made in respect of each current eligible employee from the date the employer executes the fund trust deed. Contributions in respect of all other eligible employees shall be made from commencement of employment with the employer but in no case prior to the date of the employer executes the fund trust deed.

(d) "Ordinary time earnings" (which for the purposes of the Superannuation Guarantee (Administration) Act 1992 will operate to provide a notional earnings base) shall mean the ordinary rate of pay the employee receives for ordinary hours of work including tool allowance, construction allowance, shift loading, special rates, location allowance and leading hand allowances where applicable. The term includes any regular over-award pay as well as casual rates received, and additional rates and allowances paid for work undertaken during ordinary hours of work including fares and travelling allowances payable pursuant to Clause 14(1)(d). Other reimbursement allowances are excluded.

(e) Contributions shall be paid for all periods during which the eligible employee is in receipt of payments from the employer under the Workers Compensation and Assistance Act and during which the employee is employed by the employer.

(f) Subject to the trust deed an employer shall not be required to contribute during periods of unpaid leave in excess of 38 hours.

(g) Subject to the trust deed an employer shall not be required to contribute during periods of unauthorised absence in excess of 8 hours.

(3) Employee Entry into Fund

(a) On executing the fund trust deed the employer shall provide each current employee with an application form and documentation explaining the fund.

(b) If an employee fails to return to the employer a completed application form to join the fund within two weeks of receipt the employer shall provide a reminder notice together with an application form and documentation explaining the fund to the employee.

(c) If the employee fails to complete and return the application to join the fund within two weeks of receipt of the second form no contribution need be made in respect of that employee until such time as a completed application form is received by the employer.

(d) It shall be the responsibility of the employer to ensure that all new employees complete an application to join the fund during the first month of employment.

Provided that where an eligible employee refuses to complete an application to join the fund the employer shall notify the union in writing of the employees refusal to do so.

(4) Exemptions

(a) Employers of eligible employees who are covered by a Superannuation Order or Award made pursuant to the Industrial Relations Act 1979 shall be exempted from the provisions of this clause in respect of those employees to whose employment the said Order or Award applies.

(b) Employers of eligible employees who are contributing to a Superannuation Fund, in accordance with an Order or Award made pursuant to the Industrial Relations Act 1979, the Conciliation and Arbitration Act 1904 or the Industrial Relations Act 1988 for a majority of employees and, at the date of issue of this Order, makes payment for eligible employees covered by this award in accordance with that Order or Award shall be exempt from the provisions of this clause.

(c) The preferred Occupational Superannuation Scheme for employers of eligible employees who are covered by the Local Government Superannuation Act 1980 shall be the Western Australian Occupational Superannuation Fund.

(d) Where an employer intends to join an approved Occupational Superannuation Scheme other than WESTSCHEME the employer shall notify the appropriate union(s) prior to so doing.

In the event of a dispute the matter shall be referred to the Western Australian Industrial Relations Commission.

(e) Any other approved occupational superannuation fund to which an employer or eligible employee who is a member of the religious fellowship known as Brethren elects to contribute.

(f) An employer may make application to the Western Australian Industrial Relations Commission for exemption from the provisions of this clause and until proceedings before the Western Australian Industrial Relations Commission are finalised the provisions of this clause shall be deemed to have been complied with.

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.

APPENDIX A

The following provisions shall apply to Local Government Authorities who are respondent to this Award and shall apply in lieu of Clause 8 and Clause 35 of this Award.

## 1. - CONTRACT OF SERVICE

(1) (a) A contract of service to which this award applies may be terminated in accordance with the provisions of this clause and not otherwise but this subclause does not operate so as to prevent any party to a contract from giving a greater period of notice than is hereinafter prescribed, nor to effect an employer's right to dismiss an employee without notice for conduct that justified instant dismissal, including malingering, inefficiency or neglect of duty, and an employee so dismissed shall be paid for the time worked up to the time of dismissal only.

(b) Subject to the provisions of this clause, a party to a contract of service may, on any day give to the other party the appropriate period of notice of termination of the contract prescribed in subclauseof this clause and the contract terminates when that period expires.

(2) Notice of Termination by Employer

(a) In order to terminate the employment of an employee (other than a casual employee) the employer shall give the following notice:

| Period of Continuous Service | Period of Notice |
|---|---|
| Less than one year | one week |
| One year but less than three years | two weeks |
| Three years but less than five | three weeks |
| Five years and over | Five years and over |

(b) An employee who at the time of being given notice is over 45 years of age and who at the time of giving of the notice has completed two years' continuous service with the employer, shall be entitled to one week's notice in addition to the notice prescribed in paragraph (a) of this subclause.

(c) Payment in lieu of the notice prescribed in paragraphs (a) and (b) of this subclause shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period specified and part payment in lieu thereof.

(d) In calculating any payment in lieu of notice the employer shall pay the employee the ordinary wages for the period of notice had the employment not been terminated.

(e) The period of notice in this subclause shall not apply in the case of casual employees, apprentices or employees engaged for a specific task or tasks.

(f) For the purposes of this clause, continuity of service shall, mutatis mutandis, be as defined in Regulation 5 of the Local Government (Long Service Leave) Regulations 1983, as amended.

(3) Notice of Termination by Employee

(a) The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned.

(b) If an employee fails to give the required notice or having given, or being given, such notice leaves before the notice expires, the employee forfeits the entitlement to any moneys owing to the employee under this award except to the extent that those moneys exceed the ordinary wages for the required period of notice.

(4) Time Off During Notice Period

Where an employer has given notice of termination to an employee who has completed one month's continuous service, that employee shall, for the purpose of seeking other employment be entitled to be absent from work up to a maximum of 8 ordinary hours without deduction of pay. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

Provided that the subclause shall not apply to a casual employee.

(5) Statement of Employment

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of employment and the classification or the type of work performed by the employee.

(6) Casual Employees

(a) The period of notice of termination in the case of a casual employee shall be one hour.

(b) If the required notice of termination is not given, one hour's wages shall be paid by the employer or forfeited by the employee as the case may be.

(7) Apprentices

(a) The period of notice of termination in the case of an apprentice shall be one week.

(b) If the required notice of termination is not given, one week's wages shall be paid by the employer or forfeited by the employee as the case may be.

## 2. - REDUNDANCY

(1) Discussions Before Terminations

(a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the employer shall hold discussions with the employees directly affected and with their union or unions.

(b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of paragraph (a) of this subclause and shall cover among other things, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to minimise any adverse effect of any terminations on the employees concerned.

(c) For the purpose of such discussion the employer shall provide in writing to the employees concerned and their union or unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

(2) Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) of subclause (1) of this clause the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to had the employment been terminated, and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former

ordinary weekly rate of wage and the new lower ordinary weekly rate of wage for the number of weeks of notice still owing.

(3) Severance Pay

(a) In addition to the period of notice prescribed in paragraph (a) of subclause (2) in Clause 1. - Contract of Service of this Appendix, for ordinary termination, and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in paragraph (a) of subclause (1) of this clause shall be entitled to the following amount of severance pay in respect of continuous period of service.

| Period of Continuous Service | Severance Pay |
|---|---|
| Less than one year | Nil |
| One year but less than two years | Four weeks |
| Two years but less than three | Six weeks |
| Three years but less than four | Seven weeks |
| Four years and over | Eight weeks |

"Weeks Pay" means the ordinary weekly rate of wage for the employee concerned.

Provided that the severance payments shall not exceed the amount which the employee would have earned if the employment with the employer had proceeded to the employee's normal retirement date.

(b) For the purposes of this clause, continuity of service shall mutatis mutandis, be as defined in Regulation 5 of the Local Government (Long Service Leave) Regulations, as amended.

(4) Employee Leaving During Notice

An employee whose employment is to be terminated for reasons set out in paragraph (a) of subclause (1) of this clause may terminate employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

(5) Alternative Employment

An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

(6) Time Off During Notice Period

(a) During the period of notice of termination of employment given by an employer, an employee whose employment is to be terminated for reasons set out in paragraph (a) of subclause (1) of this clause that employee shall for the purpose of seeking other employment shall be entitled to be absent from work during each week of notice up to a maximum of eight ordinary hours without deduction of pay.

(b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration shall be sufficient.

(7) Notice to Commonwealth Employment Service

Where a decision has been made to terminate employees in the circumstances outlined in paragraph (a) of subclause (1) of this clause, the employer shall notify the Commonwealth Employment Service thereof

as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(8) Superannuation Benefits

(a) Subject to further order of the Commission where an employee, who is terminated receives a benefit from a superannuation scheme, the employee shall only receive under subclause (3) of this clause the difference between the severance pay specified in that subclause and the amount of the superannuation benefit the employee receives which is attributable to employer contributions only.

(b) If the superannuation benefit is greater than the amount due under subclause (3) of this clause then the employee shall receive no payment under that subclause.

(9) Employees With Less Than One Year's Service

This clause shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

(10) Employees Exempted

This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal including malingering, inefficiency or neglect of duty or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks.

(11) Incapacity to Pay

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

(12) Dispute Settling Procedures

Any dispute under these provisions shall be referred to the Commission.

## APPENDIX - RESOLUTION OF DISPUTES REQUIREMENTS

(1) This Appendix is inserted into the award/industrial agreement as a result of legislation which came into effect on 16 January 1996 (Industrial Relations Legislation Amendment and Repeal Act 1995) and further varied by legislation which came into effect on 23 May 1997 (Labour Relations Legislation Amendment Act 1997).

(2) Any dispute or grievance procedure in this award/industrial agreement shall also apply to any questions, disputes or difficulties which may arise under it.

(3) With effect from 22 November 1997 the dispute or grievance procedures in this award/industrial agreement is hereby varied to include the requirement that persons involved in the question, dispute or difficulty will confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Commission.

## SCHEDULE A - PARTIES TO THE AWARD

The following organisations are parties to this award:

The Construction, Forestry, Mining and Energy Union of Workers

Building Trades Association of Unions of Western Australia (Association of Workers)

SCHEDULE B – COMMON RULE

**Aerated Water Manufacturers**

Crystal Softdrinks
Clune Street, BAYSWATER WA 6053

**Agricultural Societies**

Royal Agricultural Society of WA
Royal Showgrounds, CLAREMONT WA 6010

**Aluminium Pre-fabrication**

Jason Industries
Walsh's Glass Pty Ltd
200 Bannister Road, CANNING VALE WA 6155

Copral Aluminium
8-10 Bradford Street, KEWDALE WA 6105

Avanti Glass
24 Port Kembla Drive, BIBRA LAKE WA 6163

Frontline Aluminium Windows
21 Wellard Street, BIBRA LAKE WA 6163

**Breweries**

Swan Brewery Co. Pty Ltd
25 Baile Road, CANNING VALE WA 6155

**Brick Manufacturers**

Cardup Metro Bricks Pty Ltd
Kiln Road, BYFORD WA 6201

**Caterers**

Fisher Catering Services
Suite 23-25 Walters Drive, OSBORNE PARK WA 6017

P & O Catering Services
243 Beaufort Street, PERTH WA 6000

**Ceiling Board Manufacturers**

CSR Building Materials
21 Sheffield Road, WELSHPOOL WA 6106

Brady's Building Products
18 Railway Parade, BAYSWATER WA 6053

**Cement Manufacturers**

Swan Portland Cement Ltd
175 Burswood Road, BURSWOOD WA 6100

**Private Colleges**

Wesley College
40 Coode Street, SOUTH PERTH WA 6151

Christ Church Grammar School (Inc)
Queenslea Drive, CLAREMONT WA 6010

Methodist Ladies College
365 Stirling Highway, CLAREMONT WA 6010

**Confectionary Manufacturers**

Blackpool Rock Candies
16 Keegan Street, O'CONNOR WA 6163

Fresh Food Industries
10 Knock Place, JANDAK0T WA 6164

Perth Candy
3/50 Howe Street, OSBORNE PARK WA 6017

**Concrete Tank Builders**

AAA Tiger Concrete Tanks Pty Ltd
Lot 101 Byron Road, ARMADALE WA 6112

Amalgamated Concrete Tanks Pty Ltd
16 Little John Road, ARMADALE WA 6112

**Dairy Produce Processors**

Peters & Brownes Group
22 Geddes Street, BALCATTA WA 6021

Brownes Dairy Ltd
299 Charles Street, NORTH PERTH WA 6006

Fonti Dairy Foods Pty Ltd
27 Howe Street, OSBORNE PARK WA 6017

**Earth Moving Contractors,**

Thiess Contractors Pty Ltd
256 St George's Terrace, PERTH WA 6000

Western National Earthmoving Corporation Pty Ltd
Unit 7, 15-21 Collier Road, MORLEY WA 6062

**Fertiliser Manufacturers**

Pivot Agriculture Ltd
10 Fargo Way, WELSHPOOL WA 6106

Organic 2000
59 Safari Place, WANNEROO WA 6065

**Fish Processors**

Kailis Bros
23 Catalano Road, CANNING VALE WA 6155

Del Pty Ltd
55 Armadale Crescent, COOLBINIA WA 6050

**Horse Racing Associations**

WA Trotting Association
Nelson Crescent, EAST PERTH WA 6004

WA Turf Club
70 Grandstand Road, BELMONT WA 6104

**Hotels**

Sheraton Hotel
207 Adelaide Terrace, PERTH WA 6000

Hyatt Hotel
99 Adelaide Terrace, PERTH WA 6000

The Vines Resort
Verdelho Drive, THE VINES WA 6069

The Lord Forrest Hotel
Symmons Street, BUNBURY WA 6230

**House Repairers & Renovators**

Apex Construction & Maintenance Pty Ltd
10 Cleaver Street, WEST PERTH WA 6005

McAlister & McAlister Pty Ltd
17 Pearson Way, OSBORNE PARK WA 6017

**Industrial Gas Manufacturers**

Air Liquide WA Pty Ltd
276 Leach Highway, MYAREE WA 6154

Oxair Australia Pty Ltd
355 Victoria Road, MALAGA WA 6062

**Insulation Materials Manufacturers**

Australian Fibre Glass Pty Ltd
12 Dobra Road, YANGEBUP WA 6164

Thermacon 88 Insulation
23 Faulkner Avenue, BELMONT WA 6104

Total Wool Insulation
29 Welshpool Road, WELSHPOOL WA 6106

Bellis Australia Pty Ltd
16 Keegan Place, O'CONNOR WA 6163

**Insurance Companies**

AMP
140 St George's Terrace, PERTH WA 6000

Prudential Corporation Australia Ltd
76 Kings Park Road, WEST PERTH WA 6005

**Joinery Manufacturers**

Canning Joinery & Cabinet Manufacturers
22-24 Faulkner Avenue, BELMONT WA 6104

Mapp Bros Pty Ltd
56 Edward Street, OSBORNE PARK WA 6017

Newmarket Joinery
11 Rockingham Road, HAMILTON HILL WA 6163

Del Riccio N & Son
16 John Street, BAYSWATER WA 6063

Kewdale Joiners Pty Ltd
34 Stanhope Gardens, MIDVALE WA 6056

**Local Government Authorities**

Albany Council
Mercer Road, ALBANY WA 6330

Fremantle City Council
8 William Street, FREMANTLE WA 6160

Perth City Council
141 St George's Terrace, PERTH WA 6000

Subiaco City Council
241 Rokeby Road, SUBIACO WA 6008

**Meat Exporters & Frozen Food Storers**

Australasian Country Fresh Meat Exporters Pty Ltd
9/17 Boag Place, MORLEY WA 6062

Floreat Meat Exporters Pty Ltd
17 McLaren Street, SOUTH FREMANTLE WA 6162

Harvey Meat Exporters
Seventh Street, HARVEY WA 6220

**Motor Vehicle Distributors**

Scarboro Toyota
297 Scarborough Beach Road, OSBORNE PARK WA 6017

City Motors
505 Newcastle Street, PERTH WA 6000

**Neon Sign Manufacturers**

Rainbow Neon Signs
178 Colin Place, WEST PERTH WA 6005

Claude Neon (Aust) Pty Ltd
1/30 Walters Drive, OSBOR.NE PARK WA 6017

**Petrol & Oil Distributors**

Ampol Petroleum Pty Ltd
220 St George's Terrace, PERTH WA 6000

Amgas Pty Ltd
178 St George's Terrace, PERTH WA 6000

BP Oil
543 Abernethy Road, KEWDALE WA 6105

**Plastic Fabricators**

Acrifab Display Products
101 Albany Highway, VICTORIA PARK WA 6100

Plastic Fabricators & Welders
Unit 5/40 Oxleigh Drive, MALAGA WA 6062

BCJ Plastic Products
Unit 4/96 Hector Street, VICTORIA PARK WA 6100

**Poultry Processors**

Aussie Chicken
Unit 6, 11 Vale Road, MALAGA WA 6062

Bohemia Food Distributors Pty Ltd
71 Howe Street, OSBORNE PARK WA 6017

**Retail & Wholesale Distributors**

Aherns
622 Hay Street, PERTH WA 6000

**Roofing Contractors**

The Federation Roofing Co. (WA)
19a Guildford Road, MT LAWLEY WA 6050

Bower Roof Plumbing
79 Essex Street, WEMBLEY WA 6014

**Ship Builders & Repairers**

Austal Ships Pty Ltd
100 Clarence Ceach Road, HENDERSON WA 6166

Fremantle Shipwriting Co. WA Pty Ltd
8 Slip Street, FREMANTLE WA 6160

Key Engineering
41 Wood Street, FREMANTLE WA 6160

Sail Power Marine Chandlery
23 Carrington Street, NEDLANDS WA 6009

**Shop Fronts & Office Fitting Manufacture**

Associated Shop Fitters Pty Ltd
395 Victoria Street, MALAGA WA 6162

Dakota Interiors
23 Ruse Street, OSBORNE PARK WA 6017

Co-ordinated Shop & Office Fit-outs
Unit 8/11 Milford Street, EAST VICTORIA PARK WA 6101

Ivo Industries Cabinet Makers
Unit 8/42 Collingwood Road, OSBORNE PARK WA 6017

Focus Shopfitters Pty Ltd
139 Winton Road, JOONDALUP WA 6027

K & R Jennings
Unit 5/42 Prendiville Drive, WANGARA WA 6065

Architectural Shopfitters
5 Paddington Road, BAYSWATER WA 6053

Lane Industries Pty Ltd
20 Thurso Road, MYAREE WA 6154

**Small Goods Manufacturers**

Watsonia
71 High Street, FREMANTLE WA 6160

Roediger Bros Pty Ltd
182 Fitzgerald Street, NORTHAM WA 6401

**Swimming Pool Manufacturers & Equipment Suppliers**

Southside Pool ServiceUnit 6, Cnr South Street & Bannister Road, CANNING VALE WA 6155

Pool Doctor

25 Peregrine Drive, KINGSLEY WA 6026

Buccaneer Pools & Spas
28 Belmont Avenue, BELMONT WA 6104

Aqua Technics
10 Ferguson Street, KEWDALE WA 6105

Freedom Pools
63 Winton Road, SOUTH JOONDALUP WA 6027

**Textile Manufacturers**

Birkmyre Pty Ltd
16 Murchison Terrace, EAST PERTH WA 6004

Grange Jaquard Pty Ltd
Unit 1, 73 Holder Way, MALAGA WA 6062

Ace Cinemas Pty Ltd

1002 Hay Street, PERTH WA 6000

Greater Union Organisation
Liege Street, INNALOO WA 6017

His Majesty's Theatre
825 Hay Street, PERTH WA 6000

Hoyts Cinemas Ltd
580 Hay Street, PERTH WA 6000

SCHEDULE C – NAMED EMPLOYERS ONLY – NO COMMON RULE

**Glass Cutting & Fitting**

All Style Glass and Aluminium
Unit 5, 40 Prendiville Drive, WANGARA WA 6065

Glass Repairs
Unit 5, 40 Prendiville Drive, WANGARA WA 6065

Action Glass & Aluminium
83 Crocker Drive, MALAGA WA 6062

Modern Glass
1 Gary Road, MADDINGTON WA 6109

Peters Glazing Service

12 Haller Road, BALCATTA WA 6021

Tudor Glass & Glazing
Unit 2, 31 Yampi Way, WILLETON WA 6155

Better Glass Co.
399 Sevenoaks Street, CANNINGTON WA 6107

Clearview Glass & Aluminium
18 Ilumba Way, NOLLAMARA WA 6061

Cooling Bros Glass Co Pty Ltd
170 Oxford Street, LEEDERVILLE WA 6007

Mr Glass Repairs
10 Petrel Court, HUNTINGDALE WA 6110

M & S Glass & Shower Screens
Unit 2, 1919 Beach Road, MALAGA WA 6062

Mt Lawley Glass
1070 Beaufort Street, BEDFORD WA 6052

Aardvark Holdings WA
Unit 8/211 Bannister Road, CANNING VALE WA 6155

Pilkington Victor Glass
79 McCoy Street, MYAREE WA 6154

Walsh's Glass
200 Bannister Road, CANNING VALE WA 6155

Accord Glass
52 Peel Road , O'CONNOR WA 6163

All Aussie Aluminium & Glass
345 Belmont Avenue, BELMONT WA 6104

All Suburbs Glass & Glazing
Unit 2, 201 Carr Place, LEEDERVILLE WA 6007

Allied Glass Pty Ltd
47 Duxon Road, ROCKINGHAM WA 6168

Avanti Glass
24 Port Kembla Drive, BIBRA LAKE WA 6163

Williams Glass & Glazing
Unit 5, 7 Cusack Road, MALAGA WA 6062

Balcatta Glass & Glazing
58 Erindale Road, BALCATTA WA 6021

Glass Doctor
882 Albany Highway, EAST VICTORIA PARK WA 6101

Benora Glass & Aluminium
Unit 7, 87 Erindale Road, BALCATTA WA 6021

Glazewell
Unit 1/2/10,15 Dellamarta Road, WANGARA WA 6065

Glass Service
82 Belmont Avenue, BELMONT WA 6104

Bentley Glass
Unit 4, 27 Sevenoaks Street, BENTLEY WA 6102

Buckingham Glass
Shop 7, Cnr Railway Avenue & Gillam Drive, KELMSCOTT WA 6111

Carousel Glass & Glazing Service
1A Gary Road, MADDINGTON WA 6109

Centurion Glass
Unit 6, 11 Townsend Street, MALAGA WA 6062

Classic Glass
4/24 Poletti Road, JANDAKOT WA 6164

Concept Glass

Unit 5, 39 Delawney Street, BALCATTA WA 6021

Davey Glass
404/396 Scarborough Beach Road, OSBORNE PARK WA 6017

Design Glass Pty Ltd
367 Sevenoaks Street, CANNINGTON WA 6107

Quality Glass & Maintenance

772 Beaufort Street, MT LAWLEY WA 6050

Speedy Glass
106 Norma Road, MYAREE WA 6154

Dial-A-Glass
Unit 2, 6 Ismail Street, WANGARA WA 6065

Don Mok Glass & Aluminium Windows
Unit 7, 16 Vale Street, MALAGA WA 6062

Doubleview Glass
253 Scarborough Beach Road, OSBORNE PARK WA 6017

Freeway Screens & Windows
2 Ledgar Road, BALCATTA WA 6021

Fremantle Glass Pty Ltd
149 South Terrace, FREMANTLE WA 6160

General Glass
Unit 4, 123 Burslem Drive, MADDINGTON WA 6109

Stirling Glass & Aluminium
19 O'Malley Street, OSBORNE PARK WA 6017

Kelmac Glass
73 Forsyth Street, O'CONNIOR WA 6163

K.T.S.  Glass & Glazing
Unit 4, 91 Champion Drive, KELMSCOTT WA 6111

Maida Glass
Unit 4, 27 Sevenoaks Street, BENTLEY WA 6102

Midland Glass
173 Great Eastern Highway, MIDLAND WA 6056

Modern Glass
376 Scarborough Beach Road, OSBORNE PARK WA 6017

Premier Glass & Mirrors
198 Star Street, WELSHPOOL WA 6106

Prompt Glass
Unit 8, 211 Bannister Road, CANNING VALE WA 6155

Showerama
Unit 2, 11 Yampi Way, WILLETTON WA 6155

Uniglaze
4 Gordon Road (West), OSBORNE PARK WA 6017

Vic's Glass & Maintenance Service Pty Ltd
399 Sevenoaks Street, CANNINGTON WA 6107

Lakeside Glass
Unit 10/7 Delage Street, JOONDALUP WA 6027

Port Glass & Glazing Service

24 Mullings Way, MYAREE WA 6154

Recycled Glass
Unit 4, 27 Sevenoaks Street, BENTLEY WA 6102

**Machinery Hire Companies**

AAA Spot On Hire Services
69 Norma Road, MYAREE WA 6154

Belmont Hire
149 Francisco Street, BELMONT WA 6104

Bayswater Builders Hire Pty Ltd
239 Gnangara Road, WANGARA WA 6065

Bees Hire & Sales Kenwick
1726 Albany Highway, KENWICK WA 6107

Lees Hire
36 Railway Road, SUBIACO WA 6008

Crommelins Handyman Hire & Sales
139 Welshpool Road, WELSHPOOL WA 6106

Wreckair Hire
140 Welshpool Road, WELSHPOOL WA 6106

Malaga Handy Hire
6 Carson Road, MALAGA WA 6062

Hire-all & Sales
3 Winton Road, JOONDALUP WA 6027

Smart Hire & Sales
Cnr Bulwer & Fitzgerald Street, PERTH WA 6000

**Signwriting**

A Sign Company
16 Vahland Avenue, RIVERTON WA 6148

Alphabetter Computer Cutting Services
10 Drake Street, OSBORNE PARK WA 6017

Anderson's Signs
22/1 Baden Street, OSBORNE PARK WA 6017

Authentic Signs Pty Ltd
11 Anvill Way, WELSHPOOL WA 6106

Artform
23 Buckingham Drive, WANGARA WA 6065

Total Sign Co
Unit 2 & 3, 194 Balcatta Road, BALCATTA WA 6021

Norfolk Signs
7 Sackville Terrace, SCARBOROUGH WA 6019

Bullet Signs
Shop 11/443 Albany Highway, VICTORIA PARK WA 6100

Autographics WA
26A Collingwood Street, OSBORNE PARK WA 6017

Budget Signs
Unit 5/96 President Street, WELSHPOOL WA 6106

Bulldog Signs
18 King Edward Road, OSBORNE PARK WA 6017

Compac Marketing
6 Packard Street, JOONDALUP WA 6027

Custom Signs27 Leake Street, NORTH PERTH WA 6006

Datawest

Unit 1/24 Irvine Drive, MALAGA WA 6062

Down Under Signs
31 Owen Road, KELMSCOTT WA 6111

Dynamic Signs
Unit 1, 72 Clavering Street, BELMONT WA 6104

Express Signs
38A Sundercombe Street, OSBORNE PARK WA 6017

Hall & Myer Signs
5 Camden Street, BELMONT WA 6104

Indian Head Sign Co
291 Fitzgerald Street, NORTH PERTH WA 6006

JetCut
7-11 Catalano Road, CANNING VALE WA 6155

Jiffy SignsUnit 2,11-13 Gimpie Way, WILLETON WA 6155

Nancarrow Signs

208 Grand Promenade, BEDFORD WA 6052

Peardon Signs
Unit 5/79 Howe Street, OSBORNE PARK WA 6017

Rockingham Signwriters
38B Hurrell Way, ROCKINGHAM WA 6168

Signwrite
196 Carrington Road, HILTON WA 6163

The Sign Shop
3/1297 Hay Street, WEST PERTH WA 6005

Sign Supermarket
Unit 14/22 Farrell Road, MIDVALE WA 6056

Signlite Australia
71 Buckingham Drive, WANGARA WA 6065

Signs R Us
323 Great Eastern Highway, MIDVALE WA 6056

Signtalk
Unit 8/354 Victoria Road, MALAGA WA 6062

Signtek Fabricators
8 Midas Road, MALAGA WA 6062

Timbo Sign Co
Unit 2/35 Elmsfield Road, MIDVALE WA 6056

Toucan Sign & Design
Unit 401/396 Scarborough Beach Road, OSBORNE PARK WA 6017

Varisigns
55 McDonald Street (East), OSBORNE PARK WA 6017

Vital Line Corporate Signage
Unit 5/92 Beechboro Road, BAYSWATER WA 6053

WA Signs
73 Holder Way, MALAGA WA 6062

Woodpecker Signs & Graphics
Unit 6, 40 Prendiville Drive, WANGARA WA 6065

**Stonemasonry**

Atlas Limestone
356 Kew Street, CLOVERDALE WA 6105

Limestone Resources
Parkland Road, OSBORNE PARK WA 6017

Limestone City
Lot 66, Parkland Road, OSBORNE PARK WA 6017

Exclusive Sandstone Products
6 McDonald Crescent, BASSENDEAN WA 6054

Meteor Stone
14 Furniss Road, LANDSDALE WA 6065

Formstone Australia Pty Ltd
7 Winchester Road, SPEARWOOD WA 6163

Ausita Constructions Pty Ltd
181 Hay Street, SUBIACO WA 6008

Classic Solid Surfaces
41 Sarich Court, OSBORNE PARK WA 6017

Classical Stone Company
Unit 10, 50 Banksia Road, WELSHPOOL WA 6106

Creative Marble Constructions

2 Jade Street, MADDINGTON WA 6109

Exclusive Marble & Granite Pty Ltd
Unit 2, 9 Sundercombe Street, OSBORNE PARK WA 6017

Marble & Granite Expo
12 Rowallan Street, OSBORNE PARK WA 6017

Granite Construction Co
8 Koojan Avenue, SOUTH GUILDFORD WA 6055

lnterceramics
357 Oxford Street LEEDERVILLE WA 6007

Sogenco Pty Ltd
62 Winchester Road, MALAGA WA 6062

Status Marble & Granite
16 Cocos Industrial Park, BIBRA LAKE WA 6163

WA Marble & Granite Co
419 Scarborough Beach Road, OSBORNE PARK WA 6017

Indo Expo
7/33 Hector Street, OSBORNE PARK WA 6017

United Stone Gallery
Unit 3, 21 Stanford Way, MALAGA WA 6062

Marble & Cement Work (WA) Pty Ltd
25 Felspar Street, WELSHPOOL WA 6106

GC Smith & Co
Lot 12 Stockdale Road, O'CONNOR WA 6163

Ital Marble & Granite
Unit 5, 28 Vale Street, MALAGA WA 6062

Fraser Range Granite NL
Lot 3, Cnr Esplanade & Manning Street, SCARBOROUGH WA 6019

Granite Construction Co
8 Koojan Avenue, SOUTH GUILDFORD WA 6055

Historium Furniture
41 Sarich Court, OSBORNE PARK WA 6017

Rock Solid Products Pty Ltd
10 O'Connor Way, WANGARA WA 6065

Silestone
Unit 10/43 Hutton Street, OSBORNE PARK WA 6017

Universal Marble & Granite
Unit 3, 33 Hector Street, OSBORNE PARK WA 6017

**Ceramic Floor & Wall Tiling**

Tiles Expo
324 Charles Street, NORTH PERTH WA 6006

Bathroom International
199 Balcatta Road, BALCATI'A WA 6021

Bannister Tile Gallery
Unit 3/180 Bannister Road, CANNING VALE WA 6155

Crosby Tiles
46 Hector Road, OSBORNE PARK WA 6017

Ceramic Tiles
10 Gibberd Road, BALCATTA WA 6021

Ceramics International
636 King Edward Road, OSBORNE PARK WA 6017

Trend Ceramics Pty Ltd
98 Hector Street, OSBORNE PARK WA 6017

Federation Tile Factory
1 Thorley Street, OSBORNE PARK WA 6017

Interceramics
357 Oxford Street, LEEDERVILLE WA 6007

Lucy Simich
52 Hector Street, OSBORNE PARK WA 6017

European Ceramics
18 Hector Street, OSBORNE PARK WA 6017

Myaree Ceramics
91 Norma Road, MYAREE WA 6154

Fremantle Tile Gallery
289 Stock Road, O'CONNOR WA 6163

O'Meara's
28 Sundercombe Street, O'CONNOR WA 6163

Imported Ceramics
59 Fitzgerald Street, NORTH PERTH WA 6006

Craft Decor
1448 Albany Highway, CANNINGTON WA 6107

House of Ceramics
267 Scarborough Beach Road, MT HAWTHORN WA 6016

SCHEDULE D – RESERVED LIST

**1.Reserved Employers**

Whitford City Glass
27 Buckingham Drive, WANGARA WA 6065

Joondalup Glass & Glazing
27 Buckingham Drive, WANGARA WA 6065

Armadale Glass & Mirrors
253 Railway Avenue, KELMSCOTT WA 6111

Action Glass & Aluminium
83 Crocker Drive, MALAGA WA 6062

Alpha Armour
3-5 Zanni Street, CANNING VALE WA 6155

Alpha Marine
3-5 Zanni Street, CANNING VALE WA 6155

Nu-look Glass & Aluminium Windows
62 McCoy Street, MYAREE WA 6154

Direct Glass & Aluminium2/11 Macadam Place, BALCATTA WA 6021

Double Glazing Australasia

6 Chalkley Place, BAYSWATER WA 6053

Glass Services Pty Ltd
82 Belmont Avenue, BELMONT WA 6104

Diamond Glass
2/24 Irvane Drive, MALAGA WA 6062

Glass Products WA
Cnr Albany Highway and George Way, CANNINGTON WA 6107

Independant Glass & Glazing Pty Ltd
3/164 Abernethy Road, BELMONT WA 6104

Morley Glass & Aluminium
49 Bassendean Road, BAYSWATER WA 6053

Glazewell
Unit 1, 2 & 10/15 Dellamarta Road, WANGARA WA 6065

Altona Industries
6A Baratta Road, WANGARA WA 6065

Jason Signmakers
54-58 Kurnall Road, WELSHPOOL WA 6106

Bernini Stone & Tiles
181 Hay Street, SUBIACO WA 6008

Coates Hire
18 Wheeler Street, BELMONT WA 6104

Cockburn Hire
6 Hargraves Street, BELMONT WA 6104

Ascot Sign & Display
14 Rio Street, BAYSWATER WA 6053

Coca-Cola Bottlers (Perth) Pty Ltd
19-21 Milne Road, KEWDALE WA 6105

Big W Discount Stores
Karrinyup Shopping Centre, Karrinyup Road, KARRINYUP WA 6018

**2. The Naming of Respondents under the heading of Estate Developers in Schedule B**

DATED at Perth this 19th day of December, 1968.

V A R I A T I O N R E C O R D

**BUILDING TRADES AWARD 1968,**

**NO. 31 OF 1966**

Delivered 19/12/68 at 48 WAIG 999.

Section 93(6) Consolidation 19/06/85 at 65 WAIG 1181.

Section 93(6) Consolidation 01/09/88 at 68 WAIG 2254.

Section 93(6) Consolidation 28/07/93 at 73 WAIG 2107

Section 93(6) Consolidation 05/01/96 at 76 WAIG 474

| CLAUSE NO. | EXTENT OF VARIATION | ORDER NO. | OPERATIVE DATE | GAZETTE REFERENCE |
|---|---|---|---|---|
| **1. Title** | | | | |
| | New titles | 575/90(R2) | 20/06/90 | 70 WAIG 2655 |
| (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**

| | | | |
|---|---|---|---|
| (new sub-cl entered) | 504/87Int | 13/07/87 | 67 WAIG 1344 |
| Cl. | 73/85 & 504/87 | 14/03/88 | 68 WAIG 1047 |
| Cl. | 1555(1)/87 | 18/04/88 | 68 WAIG 1229 |
| Ins.2A | 1072/88 | 14/09/88 | 68 WAIG 2990 |
| Delete 2A. | 1940/89 | 08/09/89 | 69 WAIG 2913 |
| Correction Order(2A) | 1072/88 | 09/11/89 | 69 WAIG 3618 |
| Ins. (38) | 561/88 | 01/11/89 | 69 WAIG 3509 |
| New titles | 575/90(R2) | 20/06/90 | 70 WAIG 2655 |
| Amend. 10A. | 1823/89(R) | 17/11/89 | 70 WAIG 71 |
| Ins. 1A | 1752/91 | 31/01/92 | 72 WAIG 191 |
| Del. Sch. of Resp; Ins Sch. A & Sch B | 602/93 | 04/05/93 | 73 WAIG 1639 |
| 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 | 694/96 | 16/07/96 | 76 WAIG 2789 |

| | | | |
|---|---|---|---|
| 1A. Title | 915/96 | 7/08/96 | 76 WAIG 3368 |
| 1A | 940/97 | 14/11/97 | 77 WAIG 3177 |
| 1A. Title | 757/98 | 12/06/98 | 78 WAIG 2579 |
| Sch B; insert Sch C & D | 1725/96 & 647/98 | 06/07/98 | 78 WAIG 3487 |
| Del. App. S.49B | 861/98 | 10/11/98 | 79 WAIG 234 |
| Del 1A | 609/99 | 06/07/99 | 79 WAIG 1847 |

**2A. Award Modernisation**

(2A. State Wage Principles - September 1988)

| | | | |
|---|---|---|---|
| Ins. cl. | 1072/88 | 14/09/88 | 68 WAIG 2990 |
| Del. cl. | 1940/89 | 08/09/89 | 69 WAIG 2913 |
| Correction Order | 1072/88 | 09/11/89 | 69 WAIG 3618 |
| Ins clause | 575/90(R2) | 20/06/90 | 70 WAIG 2655 |

**2B. Structural Efficiency Exercise**

| | | | |
|---|---|---|---|
| Ins clause | 575/90(R2) | 20/06/90 | 70 WAIG 2655 |
| Ins. (8) | 2109/90 | 24/10/91 | 71 WAIG 3197 |
| Del. last sentence (3); (5) | 521/95 | 19/06/95 | 75 WAIG 2398 |

**3. Scope**

| | | | |
|---|---|---|---|
| Cl. | 1725/96 & 647/98 | 06/07/98 | 78 WAIG 3487 |

**4. Area**

**5. Term**

**6. Definitions**

| | | | |
|---|---|---|---|
| (1)(b) | 575/90(R2) | 20/06/90 | 70 WAIG 2655 |
| Ins. (9) | 1695A/93 | 27/09/94 | 74 WAIG 2364 |
| (1)(a) & (3)(a)(iv) | 375/00 | 375/00 | 81 WAIG 840 |
| (1)(a) | 621/02 | 12/07/02 | 82 WAIG 2137 |

(7. Preference to Unionists)

| | | | |
|---|---|---|---|
| Del. | 73/85 & 504/87 | 14/03/88 | 68 WAIG 1047 |

**7. Contract of Service**

| | | | |
|---|---|---|---|
| Renum. Cl 7, (2), (3) | 73/85 & 504/87 | 14/03/88 | 68 WAIG 1047 |
| Ins. (4) | 2109/90 | 24/10/91 | 71 WAIG 3197 |

**8. Breakdowns, Etc.**

| | | | |
|---|---|---|---|
| Renum. Cl 8 | 73/85 & 504/87 | 14/03/88 | 68 WAIG 1047 |

**9. Terms of Service**

| | | | |
|---|---|---|---|
| Renum. Cl 9 | 73/85 & 504/87 | 14/03/88 | 68 WAIG 1047 |
| Correction Order | 1072/88 | 09/11/88 | 69 WAIG 3618 |

**10. Wages**

| | | | |
|---|---|---|---|
| (4) | 403/85 | 29/05/85 | 65 WAIG 2068 |

| | | | |
|---|---|---|---|
| (wage index) | 821/85Int | 27/11/85 | 66 WAIG 4 |
| (4) | 1164/85 | 19/12/85 | 66 WAIG 703 |
| (3) | 177/86 | 19/12/85 | 66 WAIG 705 |
| (wage index) | 261/86 | 23/07/86 | 66 WAIG 1139 |
| (4) | 606/86 | 01/07/86 | 66 WAIG 1424 |
| (wage increase) | 1195/86 | 24/04/87 | 67 WAIG 435 |
| renum. Cl 10 | 73/85 & 504/87 | 14/03/88 | 68 WAIG 1047 |
| (wage increase) | 1406/87 | 24/03/88 | 68 WAIG 949 |
| (1)(2)(4) | 1555(1)/87 | 18/04/88 | 68 WAIG 1229 |
| Ins.(7) | 1555/87 | 25/05/88 | 68 WAIG 1451 |
| Cl. | 1823/89(R) | 17/11/89 | 70 WAIG 71 |
| (1);(2);(4) | 1072/88 | 30/09/88 | 68 WAIG 2990 |
| (3) | 1333/88 | 25/10/88 | 69 WAIG 218 |
| (3) rates | 1591/89 | 17/07/89 | 69 WAIG 3327 |
| Cl. | 575/90(R2) | 20/06/90 | 70 WAIG 2655 |
| (3) rates | 1545/90 | 10/10/90 | 70 WAIG 4332 |
| Cl. | 2109/90 | 24/10/91 | 71 WAIG 3197 |
| (3) | 81/92 | 17/03/92 | 72 WAIG 782 |
| (3) | 1270/92 | 10/12/92 | 73 WAIG 99 |
| (3) | 1221/93 | 06/10/93 | 73 WAIG 2689 |
| Preamble & (1); Ins.(3); Renum. (3-7) as (4-8) | 1695A/93 | 27/09/94 | 74 WAIG 2364 |
| Rates (3) | 896/94 | 10/10/94 | 74 WAIG 2747 |
| (3) | 467/95 | 19/06/95 | 75 WAIG 2400 |
| (1);(2)rate;(3);(4)(a)-(h);(5) | 521/95 | 19/06/95 | 75 WAIG 2398 |

| | | | |
|---|---|---|---|
| (4)(a)(b)(c)(d)(e)(f)(g)(h) | 1181/95 | 06/12/95 | 76 WAIG 168 |
| (1)(2)(3)(5) | 943/96 | 01/10/96 | 76 WAIG 4662 |
| (4) | 1089/96 | 14/10/96 | 77 WAIG 476 |
| Rates & Ins. Text | 940/97 | 14/11/97 | 77 WAIG 3177 |
| Corr(1)(i) signwriters | 943/96 | 28/05/98 | 78 WAIG 3487 |
| (1),(3) & (5) | 1176/98 | 31/07/98 | 78 WAIG 3766 |
| (4) | 2011/98 | 23/12/98 | 79 WAIG 821 |
| Rates & Text(3) | 609/99 | 01/08/99 | 79 WAIG 1847 |
| (4) | 1445/99 | 02/12/99 | 80 WAIG 170 |
| (5) | 821/99 | 02/12/99 | 80 WAIG 167 |
| Cl | 654/00 | 01/08/00 | 80 WAIG 3379 |
| (5) | 1137/00 | 01/11/00 | 80 WAIG 5526 |
| Del. (7) & Renum (8) to (7) | 375/00 | 06/02/01 | 81 WAIG 840 |
| (4) | 1610/00 | 1/11/00 | 80 WAIG 5526 |
| (4) | 1610/00 | 16/02/01 | 81 WAIG 840 |
| Cl | 752/01 | 01/08/01 | 81 WAIG 1985 |
| (5) | 1355/01 | 17/09/01 | 81 WAIG 2733 |
| (4) | 1725A/01 | 03/12/01 | 82 WAIG 73 |
| Cl. | 797/02 | 01/08/02 | 82 WAIG 1369 |
| (5) | 1204/02 | 14/10/02 | 82 WAIG 2925 |
| (4) | 1636/02 | 16/12/02 | 83 WAIG 94 |
| Cl. | 569/03 | 5/06/03 | 83 WAIG 1899 & 2013 |
| (5) | 1133/03 | 21/10/03 | 83 WAIG 3602 |
| (4) | 1392/03 | 22/12/03 | 84 WAIG 34 |

| | | | |
|---|---|---|---|
| Cl | 570/04 | 4/06/04 | 84 WAIG 1521 & 1595 |
| (5) | 873/04 | 07/10/04 | 85 WAIG 3520 |
| Cl. | 576/05 | 07/07/05 | 85 WAIG 2083 & 2184 |
| Cl. | 957/05 | 07/07/06 | 86 WAIG 1631 & 1736 |
| Cl. | 1/07 | 01/07/07 | 87 WAIG 1487 & 1603 |
| (1) | 16/08 | 27/05/08 | 88 WAIG 513 & 515 |
| Cl | 115/07 | 01/07/08 | 88 WAIG 773 & 879 |
| Cl | 1/09 | 01/10/09 | 89 WAIG 735 & 1294 |
| Cl | 2/10 | 01/07/10 | 90 WAIG 568 & 813 |
| Cl | 2/11 | 01/07/11 | 91 WAIG 1008 & 1216 |
| Cl | 2/12 | 01/07/12 | 92 WAIG 1038 |
| Cl. | 1/13 | 01/07/13 | 93 WAIG 688 |
| Cl. | 1/14 | 01/07/14 | 94 WAIG 910 |
| Cl. | 1/15 | 01/07/15 | 95 WAIG 901 |
| Cl. | 1/16 | 01/07/16 | 96 WAIG 761 |
| Cl. | 1/17 | 01/07/17 | 97 WAIG 825 |

**10A. Minimum Wage - Adult Males and Females**

| | | | |
|---|---|---|---|
| (min wage increase) | 821/85Int | 27/11/85 | 66 WAIG 4 |
| (min wage increase) | 261/86 | 23/07/86 | 66 WAIG 1139 |
| (min wage increase) | 1195/86 | 24/04/87 | 67 WAIG 435 |
| Prev. 11A renum. Cl. 10A | 73/85 & 504/87 | 14/03/88 | 68 WAIG 1047 |
| (min wage increase) | 1406/87 | 24/03/88 | 68 WAIG 949 |
| (min wage increase) | 1072/88 | 30/09/88 | 68 WAIG 2990 |

| | | | |
|---|---|---|---|
| (min wage increase) | 1940/89 | 01/10/89 | 69 WAIG 2913 |
| Cl. | 1823/89(R) | 17/11/89 | 70 WAIG 71 |
| Min. Wage $268.80 | 1309 &1310/91 | 24/09/91 | 71 WAIG 2748 |
| Min. Wage $275.50 | 415A/92 | 30/11/92 | 73 WAIG 4 |
| (4) | 1181/95 | 06/12/95 | 76 WAIG 168 |
| Rates - (1) | 25/96 | 11/03/96 | 76 WAIG 706 |
| Min.wage prov | 940/97 | 14/11/97 | 77 WAIG 3177 |
| Cl. | 1176/98 | 31/07/98 | 78 WAIG 3487 |
| New Prov | 609/99 | 01/08/99 | 79 WAIG 1847 |
| Cl | 654/00 | 01/08/00 | 80 WAIG 3379 |
| Cl. | 797/02 | 01/08/02 | 82 WAIG 1369 |
| Cl. | 569/03 | 5/06/03 | 83 WAIG 1899 & 2013 |
| (9) | 1197/03 | 1/11/03 | 83 WAIG 3537 |
| Cl | 570/04 | 4/06/04 | 84 WAIG 1521 |
| Cl. | 576/05 | 07/07/05 | 85 WAIG 2083 & 2184 |
| Cl. | 957/05 | 07/07/06 | 86 WAIG 1631 & 1736 |
| Cl. | 1/07 | 01/07/07 | 87 WAIG 1487 & 1603 |
| Cl | 115/07 | 01/07/08 | 88 WAIG 773 & 879 |
| Cl | 1/09 | 01/10/09 | 89 WAIG 735 & 1294 |
| Cl | 2/10 | 01/07/10 | 90 WAIG 568 & 813 |
| Cl | 2/11 | 01/07/11 | 91 WAIG 1008 & 1216 |
| Cl | 2/12 | 01/07/12 | 92 WAIG 1038 |
| Cl. | 1/13 | 01/07/13 | 93 WAIG 688 |
| Cl. | 1/14 | 01/07/14 | 94 WAIG 910 |

| | | | |
|---|---|---|---|
| Cl. | 1/15 | 01/07/15 | 95 WAIG 901 |
| Cl. | 1/16 | 01/07/16 | 96 WAIG 761 |
| Cl. | 1/17 | 01/07/17 | 97 WAIG 825 |

**11. Payment of Wages**

| | | | |
|---|---|---|---|
| Renum. as clause 11 | 73/85 & 504/87 | 14/03/88 | 68 WAIG 1047 |
| (9), Ins. (10) | 1555(1)/87 | 18/04/88 | 68 WAIG 1229 |

**12. Leading Hands**

| | | | |
|---|---|---|---|
| (indexation) | 821/85Int | 27/11/85 | 66 WAIG 4 |
| (indexation) | 261/86 | 23/07/86 | 66 WAIG 1139 |
| Prev. Cl 13 renum. Cl. 12 | 73/85 & 504/87 | 14/03/88 | 68 WAIG 1047 |
| (1) | 1555(1)/87 | 18/04/88 | 68 WAIG 1229 |
| (1) | 1072/88 | 30/09/88 | 68 WAIG 2990 |
| Cl. | 1823/89(R) | 17/11/89 | 70 WAIG 71 |
| Cl. | 575/90(R2) | 20/06/90 | 70 WAIG 2655 |
| Cl. | 2109/90 | 24/10/91 | 71 WAIG 3197 |
| (1) | 521/95 | 19/07/95 | 75 WAIG 2398 |
| (1) | 943/96 | 01/10/96 | 76 WAIG 4662 |
| (1) | 1176/98 | 31/07/98 | 78 WAIG 3487 |
| (1) | 821/99 | 02/12/99 | 80 WAIG 167 |
| (1)(a)(b)(c)(d) | 1137/00 | 01/11/00 | 80 WAIG 5526 |
| (1) | 1355/01 | 17/09/01 | 81 WAIG 2733 |
| (1) | 1204/02 | 14/10/02 | 82 WAIG 2925 |

| | | | |
|---|---|---|---|
| (1) | 1133/03 | 21/10/03 | 83 WAIG 3602 |
| (1) | 873/04 | 07/10/04 | 84 WAIG 3520 |

**13. Special Rates and Provisions**

| | | | |
|---|---|---|---|
| (1) to (31) incl. | 403/85 | 29/05/85 | 65 WAIG 2068 |
| (1) to (31) incl. | 1164/85 | 19/12/85 | 66 WAIG 703 |
| (1) to (31) incl. | 606/86 | 01/07/86 | 66 WAIG 1424 |
| Prev.Cl. 14 Renum. Cl. 13 | 73/85 & 504/87 | 14/03/88 | 68 WAIG 1047 |
| (1) to (31) incl; & (43) | 1072/88 | 30/09/88 | 68 WAIG 2990 |
| Cl. | 1823/89(R) | 17/11/89 | 70 WAIG 71 |
| Cl. | 2109/90 | 24/10/91 | 71 WAIG 3197 |
| Rates (2)-(21),(23)-(31),(43) | 521/95 | 19/06/95 | 75 WAIG 2398 |
| Cl. | 943/96 | 01/10/96 | 76 WAIG 4662 |
| Cl. | 1176/98 | 31/07/98 | 78 WAIG 3487 |
| Cl. | 821/99 | 02/12/99 | 80 WAIG 167 |
| (2), (3)(a), (4)(a), (5), (6)(c), (7) to (23), (24)(a)(ii)(b)(25)(a)(ii)(b)(iv)(c)(d)(e)(f), (26) to (30) & (31)(c), , | 1137/00 | 01/11/00 | 80 WAIG 5526 |
| Cl. | 1355/01 | 17/09/01 | 81 WAIG 2733 |
| Cl | 1204/02 | 14/10/02 | 82 WAIG 2925 |
| (2) to (31) incl | 1133/03 | 21/10/03 | 83 WAIG 3602 |
| (2) to (31) incl | 873/04 | 07/10/04 | 84 WAIG 3520 |

**14. Fares and Travelling Time**

| | | | |
|---|---|---|---|
| (1)(c);(d); (2) | 273/87 | 07/05/87 | 67 WAIG 1161 |
| Prev. Cl. 15 Renum. Cl. 14 | 73/85 & 504/87 | 14/03/88 | 68 WAIG 1047 |

| | | | |
|---|---|---|---|
| (1)(2) | 1333/88 | 25/10/88 | 69 WAIG 218 |
| (1) & (2) rates | 1591/89 | 17/07/89 | 69 WAIG 3327 |
| (1)(c);(d);(2) rates | 1545/90 | 10/10/90 | 70 WAIG 4332 |
| (1)(c);(d);(2) | 81/92 | 17/03/92 | 72 WAIG 782 |
| (1)(c);(d);(2) | 1270/92 | 10/12/92 | 73 WAIG 99 |
| (1)(c);(d);(2) rates | 1221/93 | 06/10/93 | 73 WAIG 2689 |
| (1)(c);(d);(2) rates | 896/94 | 10/10/94 | 74 WAIG 2747 |
| (1)(c),(d),(2) rates | 1181/95 | 06/12/95 | 76 WAIG 168 |
| Cl. | 1089/96 | 14/10/96 | 77 WAIG 476 |
| (1)(c)(d) & (2) | 1610/00 | 16/02/01 | 81 WAIG 840 |
| (1)(c), (1)(d) | 1725/01 | 3/12/01 | 82 WAIG 73 |

**15. Under-Rate Workers**

| | | | |
|---|---|---|---|
| Prev. Cl 16 renum. Cl 15 | 73/85 & 504/87 | 14/03/88 | 68 WAIG 1047 |

**16. Apprentices**

| | | | |
|---|---|---|---|
| Prev. Cl 17 renum. Cl 16 | 73/85 & 504/87 | 14/03/88 | 68 WAIG 1047 |
| (1)(a) & (b) | 575/90(R2) | 20/06/90 | 70 WAIG 2655 |

**17. Hours**

| | | | |
|---|---|---|---|
| Prev. Cl 18 renum. Cl 17 | 73/85 & 504/87 | 14/03/88 | 68 WAIG 1047 |
| (1)(b)(v); (1)(c); (2)(d); (2)(f) | 1555(1)/87 | 18/04/88 | 68 WAIG 1229 |

**18. Shift Work**

| | | | |
|---|---|---|---|
| Prev. Cl 19 renum. Cl 18 | 73/85 & 504/87 | 14/03/88 | 68 WAIG 1047 |

**18A. Part Time Employment**

| | | | |
|---|---|---|---|
| Ins. clause | 1555(1)/87 | 18/04/88 | 68 WAIG 1229 |

**19. Overtime**

| | | | |
|---|---|---|---|
| (6)(i) | 273/87 | 07/05/87 | 67 WAIG 1161 |
| Prev. Cl 20 Renum. Cl 19 | 73/85 & 504/87 | 14/03/88 | 68 WAIG 1047 |
| (6) | 1333/88 | 25/10/88 | 69 WAIG 218 |
| (8) | 468/88 | 31/05/89 | 69 WAIG 2054 |
| (6) | 1591/89 | 17/07/89 | 69 WAIG 3327 |
| (6) rate | 1545/90 | 10/10/90 | 70 WAIG 4332 |
| (6) | 81/92 | 17/03/92 | 72 WAIG 782 |
| (6) | 1270/92 | 10/12/92 | 73 WAIG 99 |
| (6) rate | 1390/93 | 14/07/94 | 74 WAIG 1920 |
| (6) | 1089/96 | 14/10/96 | 77 WAIG 476 |
| (6) | 2011/98 | 23/12/98 | 79 WAIG 821 |
| (6) | 1445/99 | 02/12/99 | 80 WAIG 170 |
| (6) | 1610/00 | 16/02/01 | 81 WAIG 840 |
| (6) | 1725/01 | 3/12/01 | 82 WAIG 73 |
| (6) | 1636/02 | 16/12/02 | 83 WAIG 94 |
| (6) (Correction Order) | 1636/02 | 17/01/03 | 83 WAIG 383 |
| (6) | 1392/03 | 22/12/03 | 84 WAIG 34 |

**20. Holidays and Annual Leave**

| | | | |
|---|---|---|---|
| Prev. Cl 21 renum. Cl 20 | 73/85 & 504/87 | 14/03/88 | 68 WAIG 1047 |
| Ins.(1)(e); (11) | 2109/90 | 4/10/91 | 71 WAIG 3197 |

**21. Long Service Leave**

| | | | |
|---|---|---|---|
| Prev. Cl 22 Renum. Cl 21 | 73/85 & 504/87 | 14/03/88 | 68 WAIG 1047 |

**22. Absence Through Sickness or Bereavement**

| | | | |
|---|---|---|---|
| Prev. Cl 23 Renum. Cl 22 | 73/85 & 504/87 | 14/03/88 | 68 WAIG 1047 |

**23. Distant Work**

| | | | |
|---|---|---|---|
| (4) - 1st para., (6)(a), (9) | 273/87 | 07/05/87 | 67 WAIG 1161 |
| Prev. Cl 24 Renum. Cl 23 | 73/85 & 504/87 | 14/03/88 | 68 WAIG 1047 |
| (4)(6)(9) | 1333/88 | 25/10/88 | 69 WAIG 218 |
| (4)(6)(9) rates | 1591/89 | 17/07/89 | 69 WAIG 3327 |
| (4);(6);(9) rate | 1545/90 | 10/10/90 | 70 WAIG 4332 |
| (4);(6)(a);(9) | 81/92 | 17/03/92 | 72 WAIG 782 |
| (4);(6)(a);(9) | 1270/92 | 10/12/92 | 73 WAIG 99 |
| (4);(6)(a);(9) rates | 1221/93 | 06/10/93 | 73 WAIG 2689 |
| (6)(a); & (9) rates | 896/94 | 10/10/94 | 74 WAIG 2747 |
| (6)(a) rates, (9) | 1181/95 | 06/12/95 | 76 WAIG 168 |
| (9) rate | 1181/95Cor) | 06/12/95 | 76 WAIG 168 |
| (9) rate | 1181/95Corr) | 09/01/96 | 76 WAIG 471 |
| (4);(6)& (9) | 1089/96 | 14/10/96 | 77 WAIG 476 |

| | | | |
|---|---|---|---|
| (4) | 2011/98 | 23/12/98 | 79 WAIG 821 |
| (4) | 1445/99 | 02/12/99 | 80 WAIG 170 |
| (4), (6)(a) & (9) | 1610/00 | 16/02/01 | 81 WAIG 840 |
| (4), (6)(a) & (9) | 1725/01 | 3/12/01 | 82 WAIG 73 |
| (4) | 1636/02 | 16/12/02 | 83 WAIG 94 |
| (4) | 1392/03 | 22/12/03 | 84 WAIG 34 |

**24. Location Allowance**

| | | | |
|---|---|---|---|
| Cl. | 397/85 | 01/07/85 | 65 WAIG 1349 |
| Cl. | 409/86 | 01/07/86 | 66 WAIG 1149 |
| Cl. | 603/87 | 01/07/87 | 67 WAIG 1094 |
| Cl. | 1353/87 | 01/01/88 | 68 WAIG 996 |
| Prev. Cl 25 Renum. Cl 24 | 73/85 & 504/87 | 14/03/88 | 68 WAIG 1047 |
| Cl. | 517/88 | 01/07/88 | 68 WAIG 1686 |
| (1),(13) | 834/89 | 01/07/89 | 69 WAIG 3217 |
| Cl. | 778/90 | 01/07/90 | 70 WAIG 2995 |
| Cl. | 1049/91 | 01/07/91 | 71 WAIG 2753 |
| Cl. | 851/92 | 01/07/92 | 72 WAIG 2498 |
| Cl. | 943/93 | 01/07/93 | 73 WAIG 1989 |
| Cl. | 714/94 | 07/07/94 | 74 WAIG 1869 |
| Cl. | 641/95 | 01/07/95 | 75 WAIG 2125 |
| Cl. | 911/96 | 01/07/96 | 76 WAIG 3365 |
| Cl. | 1400/97 | 01/07/97 | 77 WAIG 2547 |

| | | | |
|---|---|---|---|
| Cl. | 975/98 | 01/07/98 | 78 WAIG 2999 |
| Cl. | 690/99 | 01/07/99 | 79 WAIG 1843 |
| Cl. | 1050/00 | 01/08/00 | 80 WAIG 3153 |
| Cl. | 718/01 | 01/07/01 | 81 WAIG 1559 |
| Cl. | 686/02 | 01/07/02 | 82 WAIG 1185 |
| Cl. | 570/03 | 01/07/03 | 83 WAIG 1657 |
| Cl. | 696/04 | 01/07/04 | 84 WAIG 2145 |
| Cl. | 458/05 | 01/07/05 | 85 WAIG 1893 |
| Cl. | 59/06 | 01/07/06 | 86 WAIG 1471 |
| Cl. | 53/07 | 01/07/07 | 87 WAIG 2435 |
| Cl. | 9/08 | 01/07/08 | 88 WAIG 689 |
| Cl. | 24/09 | 01/07/09 | 89 WAIG 729 |
| Corr. Order Schedule B (7)(a)(i)&(ii) | 24/09 | 01/07/09 | 89 WAIG 2483 |
| Cl. | 117/10 | 01/07/10 | 90 WAIG 561 |
| Cl. | 24/11 | 01/07/11 | 91 WAIG 995 |
| Cl. | 6/12 | 01/07/12 | 92 WAIG 725 |
| Cl. | 7/13 | 01/07/13 | 93 WAIG 461 |
| Cl. | 11/14 | 01/07/14 | 94 WAIG 669 |
| Cl. | 118/15 | 01/07/15 | 95 WAIG 700 |
| Cl. | 15/16 | 01/07/16 | 96 WAIG 631 |
| Cl. | 20/17 | 01/07/17 | 97 WAIG 585 |

**25. Provision of Appliances**

| | | | |
|---|---|---|---|
| Prev. Cl 26 renum. Cl 25 | 73/85 & 504/87 | 14/03/88 | 68 WAIG 1047 |

**26. Protection of Workers' Tools**

| | | | |
|---|---|---|---|
| Prev. Cl 27 renum. Cl 26 | 73/85 & 504/87 | 14/03/88 | 68 WAIG 1047 |

**27. Change Room**

| | | | |
|---|---|---|---|
| Prev. Cl 28 renum. Cl 27 | 73/85 & 504/87 | 14/03/88 | 68 WAIG 1047 |

**28. Records**

| | | | |
|---|---|---|---|
| Prev. Cl 29 renum. Cl 28 | 73/85 & 504/87 | 14/03/88 | 68 WAIG 1047 |
| Cl. | 1155/87 | 14/03/88 | 68 WAIG 1051 |
| (2) Ins text. | 491/98 | 16/04/98 | 78 WAIG 1563 |
| Cl. | 861/98 | 10/11/98 | 79 WAIG 234 |

**29. Representative Interviewing Workers**

| | | | |
|---|---|---|---|
| Prev. Cl 30 renum. Cl 29 | 73/85 & 504/87 | 14/03/88 | 68 WAIG 1047 |
| Ins. Text | 2053(1)/97 | 22/11/97 | 77 WAIG 3138 |

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

| | | | |
|---|---|---|---|
| Prev. Cl 31 Renum. Cl 30 | 73/85 & 504/87 | 14/03/88 | 68 WAIG 1047 |

**31. Board of Reference**

| | | | |
|---|---|---|---|
| Prev. Cl 32 Renum. Cl 31 | 73/85 & 504/87 | 14/03/88 | 68 WAIG 1047 |

**32. No Reduction**

| | | | |
|---|---|---|---|
| Prev. Cl 33 Renum. Cl. 32 | 73/85 & 504/87 | 14/03/88 | 68 WAIG 1047 |

**33. Maternity Leave**

| | | | |
|---|---|---|---|
| Ins Cl. | 504/87Int | 13/07/87 | 67 WAIG 1344 |
| Prev. Cl 35 Renum. Cl 33 | 73/85 & 504/87 | 14/03/88 | 68 WAIG 1047 |

**34. Shop Stewards**

| | | | |
|---|---|---|---|
| Ins. clause | 73/85 & 504/87 | 14/03/88 | 68 WAIG 1047 |

**35. Introduction of Change**

| | | | |
|---|---|---|---|
| Ins. clause | 73/85 & 504/87 | 14/03/88 | 68 WAIG 1047 |

**36. Redundancy**

| | | | |
|---|---|---|---|
| Ins. clause | 73/85 & 504/87 | 14/03/88 | 68 WAIG 1047 |
| Cl. | 1652/98 | 25/02/00 | 80 WAIG 599 |

**37. Avoidance of Industrial Disputes**

| | | | |
|---|---|---|---|
| Ins. clause | 1555(1)/87 | 18/04/88 | 68 WAIG 1229 |

**38. Superannuation**

| | | | |
|---|---|---|---|
| Ins. clause | 561/88 | 01/11/89 | 69 WAIG 3509 |
| (4)(c) | 825/91 | 29/11/91 | 72 WAIG 103 |
| Ins. Text | 599/98 | 30/06/98 | 78 WAIG 2559 |
| Cl. | 2004/97 | 07/09/98 | 78 WAIG 3764 |

| | | | |
|---|---|---|---|
| (2)(d) | 2004A/97 | 23/12/98 | 79 WAIG 548 |
| (2)(a) | 902/00 | 11/08/00 | 80 WAIG 4343 |
| (2)(d) | 1725B/01 | 25/6/02 | 82 WAIG 1204 |
| (2)(a) | 1204/02 | 14/10/02 | 82 WAIG 2925 |

**Appendix - Resolution of Disputes Requirements**

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

**Appendix A - Termination of Redundancy Provisions - Local Government Authorities**

| | | | |
|---|---|---|---|
| Ins. Appendix A | 73/85 & 504/87 | 14/03/88 | 68 WAIG 1047 |

**Schedule A - Parties to the Award**

| | | | |
|---|---|---|---|
| Ins Sch. | 602/93 | 04/05/93 | 73 WAIG 1639 |
| Sch. | 467/95 | 19/6/95 | 75 WAIG 2400 |
| Sch | 621/02 | 28/06/02 | 82 WAIG 2137 |

(Schedule of Respondents)

| | | | |
|---|---|---|---|
| Del. Resp. | 73/85 & 504/87 | 14/03/88 | 68 WAIG 1047 |
| Insert Sch | 1072/88 | 14/09/88 | 68 WAIG 2990 |
| Del. Resp. | 1603/05/07 & 08/89 | 13/05/91 | 71 WAIG 1526 |
| Del. Resp. | 76/80 pt 10 | 21/05/91 | 71 WAIG 1903 |
| Del. Cheynes Beach | 76/80 pt 45 | 05/05/92 | 72 WAIG 1142 |
| Del. Resp. | 76/80 pt 37 | 25/08/92 | 72 WAIG 2061 |

| | | | |
|---|---|---|---|
| Rename Sch. | 602/93 | 04/05/93 | 73 WAIG 1639 |
| (Schedule B – Respondents) | | | |
| Delete respondent | 76/80,pt 103 | 08/04/98 | 78 WAIG 1882 |
| Delete Sch | 1725/96 & 647/98 | 06/07/98 | 78 WAIG 3487 |
| **Schedule B – Common Rule** | | | |
| Insert Sch | 1725/96 & 647/98 | 06/07/98 | 78 WAIG 3487 |
| Del. Cockburn Cement details | 76/80 Pt 247 | 13/09/99 | 79 WAIG 3058 |
| **Schedule C – Named Employers Only – No Common Rule** | | | |
| Insert Sch | 1725/96 & 647/98 | 06/07/98 | 78 WAIG 3487 |
| **Schedule D – Reserved List** | | | |
| Insert Sch | 1725/96 & 647/98 | 06/07/98 | 78 WAIG 3487 |
| (Appendix - S.49B - Inspection of Records Requirements) | | | |
| Ins. Appendix | 694/96 | 16/07/96 | 76 WAIG 2789 |
| Ins. Text | 2053(1)/97 | 22/11/97 | 77 WAIG 3138 |
| App. | 491/98 | 16/04/98 | 78 WAIG 1471 |
| Del. Cl & Title | 861/98 | 10/11/98 | 79 WAIG 234 |