

# Dairy Factory Workers' Award 1982

## 1. - TITLE.

This award shall be known as the Dairy Factory Workers' Award 1982 and replaces the Dairy Factory Workers' Award 1965.

## 1B. - MINIMUM ADULT AWARD WAGE

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

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

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

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

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## 2A. - AWARD MODERNISATION AND ENTERPRISE CONSULTATION

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

## 3. - SCOPE.

This award shall apply to employees employed in the callings set out in clause 29. - Wages of this award in butter and/or cheese factories, milk condenseries and establishments in which persons are permitted pursuant to the Milk Act, 1946-1964, to treat milk and replaces Award of 15 of 1964.

## 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 one year from the beginning of the first pay period commencing on or after the 25th day of June, 1982.

## 6. - SPECIAL RATES

- (1) An employee required to enter and clean any enclosed vat or tank shall be paid 55 cents per clean.
- (2) An employee required to clean out a "powder box" or "spray drier" shall be paid \$1.47 per clean.
- (3) An employee shall receive 70 cents for every hour of which he/she spends 20 minutes or more in a cold chamber in which the temperature is less than 0C.
- (4) An employee shall receive 24 cents for every hour he/she spends in a cold chamber in which the temperature is between 4C and 0C inclusive.

7. - CASUAL EMPLOYEES

- (1) A casual employee shall not be engaged for a period greater than one week unless engaged to cover seasonal demands during the summer months or other circumstances as agreed between the employer and the union.
- (2) A casual employee shall receive a 20% loading in addition to the rate prescribed for their class of work.

8. - LEADING HANDS

In addition to the rates prescribed in Clause 29. - Wages, of this award a leading hand shall be paid -

	Per Week\$
(1) if placed in charge of not less than three and not more than ten other employees	26.10
(2) if placed in charge of more than ten and not more than 20 other employees	40.00
(3) if placed in charge of more than 20 other employees	51.30

9. - HOURS.

- (1) The ordinary working hours shall be an average of 38 hours per week. Except where provided elsewhere, 152 hours to be worked over 19 days per 28 day period shall constitute four week's work.
- (2) By agreement between the employer and the Union the following may constitute the ordinary hours of an employee in lieu of the provisions of subclause (1) hereof:
  - (a) 38 hours over any five days within a work cycle of seven consecutive days; or
  - (b) 76 hours over not more than ten days within a work cycle of 14 consecutive days; or
  - (c) 114 hours over not more than 15 days within a work cycle of 21 consecutive days.
- (3)
  - (a) Where the ordinary hours are worked over 19 days in a 28 day period, that Day Off duty during the work cycle occasioned by subclause (1) hereof shall be taken in conjunction with a day on which the worker would be rostered off duty in accordance with his roster.
  - (b) An employer and employee may by agreement allow such Days Off to accumulate and be taken as consecutive Days Off.
  - (c) An employer and employee may by agreement substitute the day the employee is to take off for another day in which case the ordinary Day Off shall become an ordinary working day.

- (d) Where RDO's are allowed to accumulate, the employer may require that they be taken within 12 months of the employee becoming entitled to an RDO.
- (4) The ordinary working hours shall not exceed eight on any day. Except in the case of shift employees the ordinary hours shall be worked between 7.00 a.m. and 6.00 p.m.
- (5) A meal break of not more than one hour nor less than 30 minutes shall be granted each day.
- (6) Where three shifts are worked over the 24 hours of each day a crib break of 20 minutes shall be allowed during the ordinary working hours and shall be taken at the employer's convenience.
- (7) An employee shall not be compelled to work less than three hours and not more than five hours continuously before taking a break for a meal.
- (8) Shifts in which the ordinary working hours are not continuous except as provided in subclauses (5) and (7) hereof shall be known as broken shifts.  
  
Such shifts shall be worked within a spread of 14 hours and shall finish not later than 10 p.m., provided that where the spread of hours exceeds 12 hours an employee shall receive a minimum payment of time and one-half for two hours in lieu of the penalty contained in subclause (2) of Clause 15. - Shift Work, of this award.
- (9) Daily rostered start and finish times may be altered by the employer provided the employees affected are given reasonable notice of such alteration.
- (10) The operation of this clause shall be monitored for a period of six months and shall be the subject of further discussion between the parties if required.

#### 10. - OVERTIME.

- (1) Except as hereinafter provided, for all work done outside the ordinary hours of duty or outside the daily rostered start and finish times payment shall be made at the rate of time and one-half for the first two hours and double time thereafter, except in the case of work done outside a spread of 14 hours on broken shifts when payment shall be made at the rate of double time.
- (2) Overtime on shift work shall be based on the rate payable for shift work.
- (3) Notwithstanding anything contained in this award -
  - (a) The employer may require any employee to work reasonable overtime at overtime rates, and such employee shall work overtime in accordance with such requirements.
  - (b) No union or employee or employees bound by this award shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.
- (4) In the calculation of overtime rates, each day's work shall stand alone.
- (5) The overtime rates prescribed in this clause shall not apply to an employee who works overtime -
  - (a) because of a private arrangement between himself and another employee; or
  - (b) to effect the periodical rotation of shifts.
- (6) (a) All time worked outside the ordinary hours of duty or outside the daily rostered start and finish times on Sundays or after 12 noon on Saturdays shall be paid for at the rate of double time.

- (b) All time worked on any day prescribed as a holiday under this award shall be paid for at the rate of double time and one-half.
- (7) When an employee is required for duty during any meal time whereby his meal time is postponed for more than half an hour he shall be paid at overtime rates until he gets his meal.
- (8) An employee who has left his employer's premises after completing his ordinary day's work shall if recalled to work overtime, be paid for a minimum of four hours at the appropriate rate.
- (9) When overtime work is necessary it shall wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days. An employee (other than a casual employee) who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instructions of his employer such an employee 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.

The provisions of this subclause shall apply in the case of shift employees as if eight hours were substituted for ten hours when overtime is worked;

- (a) for the purpose of changing shift rosters; or
- (b) Where a shift employee does not report for duty and a day employee or shift employee is required to replace such shift employee.
- (c) Where a shift is worked by arrangement between the employees themselves.

#### 11. - MEAL MONEY.

- (1) (a) Subject to the provisions of this clause an employee who is required to continue working after his usual ceasing time for more than two hours shall be supplied with a meal by his employer or be paid \$9.75 for a meal.
- (b) For the purpose of paragraph (a) of this subclause the continuity of work shall not be deemed to have been interrupted by any meal break allowed.
- (2) Where the amount of overtime worked is at least four hours from the time the employee became entitled to a meal, the employer shall supply an additional meal or pay to the employee \$8.45 for each such additional meal.
- (3) The provisions of subclauses (1) and (2) of this clause shall not apply -
  - (a) in respect of any period of overtime for which the employee has been notified on the previous day or earlier that he will be required; or
  - (b) to any employee who lives in the locality in which the place of work is situated in respect of any meal for which he can reasonably go home.
- (4) If an employee to whom paragraph (a) of subclause (3) of this clause applies has, as a consequence of the notification referred to in that paragraph, provided himself with a meal or meals and is not required to work overtime or is required to work less overtime than the period notified he shall be paid for each meal provided and not required, the appropriate amount prescribed above.

## 12. - SATURDAY AND SUNDAY RATES.

- (1) (a) All work performed during the ordinary working hours on a Saturday shift shall be paid for at the rate of time and one-half.
- (b) All work performed during the ordinary working hours on a Sunday shift shall be paid for at the rate of double time.
- (2) For the purposes of subclause (1) hereof a Saturday or Sunday shift shall be deemed to be any shift which commences between midnight Friday and midnight Saturday or midnight Saturday and midnight Sunday, respectively irrespective of the number of hours worked on such days.

## 13. - ANNUAL LEAVE.

- (1) Except as hereinafter provided a period of four consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to an employee by his employer after a period of 12 months' continuous service with such employer.
- (2) An employee before going on leave shall be paid the wages he would have received in respect of the ordinary time he would have worked had he not been on leave during the relevant period.
- (3) During a period of annual leave an employee shall receive a loading of 17-1/2% calculated on his ordinary rate of wage. Provided that where the employee would have received any additional rates for the work performed in ordinary hours, as prescribed by this award, had he not been on leave during the relevant period and such additional rates would have entitled him to a greater amount than the loading of 17-1/2%, then such additional rates shall be added to his ordinary rate of wage in lieu of the 17-1/2% loading. Provided further, that if the additional rates would have entitled him to a lesser amount than the loading of 17-1/2%, then such loading of 17-1/2% shall be added to his ordinary rate of wage in lieu of the additional rates.
- (4) The loading prescribed by subclause (3) of this clause shall not apply to proportionate leave on termination.
- (5) (a) An employee whose employment terminates after he has completed a 12 monthly qualifying period and who has not been allowed the leave prescribed under this clause in respect of that qualifying period shall be given payment as prescribed in subclause (2) and (3) of this clause in lieu of that leave or in lieu of so much of that leave as has not been allowed unless:
  - (i) he has been justifiable dismissed for misconduct; and
  - (ii) the misconduct for which he has been dismissed occurred prior to the completion of that qualifying period.(b) If after one month's continuous service in any qualifying 12 monthly period, an employee lawfully leaves his employment, or his employment is terminated by the employer through no fault of the employee, the employee shall be paid 2.923 hours' pay at the rate of wage prescribed by subclause (1) of this clause, divided by 38, in respect of each completed week of continuous service.
- (6) If any award holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee 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) Any time in respect of which an employee is absent from work, except time for which he is entitled to claim sick pay or time spent on holidays, annual leave or long service leave as prescribed by this award, shall not count for the purpose of determining his right to annual leave.
- (8) In special circumstances and by mutual consent of the employer, the employee and the union annual leave may be taken in not more than two periods.

- (9) The provisions of this clause do not apply to casual employees.
- (10) An employer may require an employee to take his/her annual leave within twelve months of such leave falling due.
- (11) An employer, following consultation with the employees concerned and the Union, may specify a period during which annual leave may not be taken to meet production requirements at the workplace concerned.

#### 14. - PUBLIC HOLIDAYS.

- (1) (a) The following days or the days observed in lieu shall, subject as hereinafter provided, be allowed as holidays without deduction of pay namely -  
  
New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in the subclause.  
  
(b) When any of the days mentioned in paragraph (a) of this subclause falls on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.
- (2) All work done on the holidays prescribed in subclause (1) (a) and subclause (3) hereof shall be paid for at the rate of time and one-half and an additional day on full pay shall be added to the amount of annual leave to which the employee is entitled under the provisions of this clause for each day or part of a day so worked. Provided that, if by agreement between the employer and the employee or as a result of the employee's own default, only part of a day is worked by the employee on any such day, an addition shall be made to such annual leave equivalent only to the time actually worked on such day. Provided further that at the option of the employer, the foregoing provision shall be deemed to have been complied with if all work performed on the holidays prescribed in subclause (1)(a) and subclause (3) hereof is paid for at the rate of double time and one-half.
- (3) Where an employee has additional leave granted pursuant to subclause (2) of this clause, the employer may require such leave to be taken within twelve months of falling due.
- (4) Where -
  - (a) a day is proclaimed as a public holiday or as a public half-holiday under Section 7 of the Public and Bank Holidays Act, 1972; and
  - (b) that proclamation does not apply throughout the State or to the metropolitan area of the State,that day shall be a public holiday or, as the case may be a public half-holiday for the purposes of this award within the district or locality specified in the proclamation.

#### 15. - SHIFT WORK.

- (1) An employer may, if he so desires, work his establishment on shifts, but before doing so shall give notice of his intention to the union and of the intended starting and finishing times of ordinary working hours of the respective shifts.
- (2) (a) An employee employed on early morning or afternoon shift including broken shifts, shall be paid 15 per cent in addition to the ordinary rate.



- (b) An employee employed on night shift shall be paid 17-1/2 per cent in addition to the ordinary rate.
- (3) For the purpose of this award and except as provided elsewhere herein -
  - "early morning shift" means any shift commencing before 7 a.m.
  - "afternoon shift" means any shift where the ordinary hours finish at or before midnight.
  - "night shift" means any shift where the ordinary hours finish after midnight and at or before 8 a.m.
- (4) The rate prescribed in this clause shall be paid in addition to and not cumulative upon the Saturday and Sunday rates prescribed in clause 12. - Saturday and Sunday Rates and the public holiday rates prescribed in clause 14. - Public Holidays.

16. - ABSENCE THROUGH SICKNESS

- (1) (a) An employee who is unable to attend or remain at his place of employment during the ordinary hours of work by reason of personal ill health or injury shall be entitled to payment during such absence in accordance with the provisions of this clause.
- (b) An employee who works an average of 38 ordinary hours each week during a particular work cycle shall be entitled to pay during such absence calculated as follows:
 

duration of absence		appropriate weekly rate
ordinary hours normally worked that day	X	5

An employee shall not be entitled to claim payment for personal ill health or injury nor will his sick leave entitlement be reduced if such ill health or injury occurs on the week day he is to take off duty occasioned by subclause (1) of Clause 9. - Hours of this award.
- (c) Notwithstanding the provisions of paragraph (b) of this subclause an employer may adopt an alternative method of payment of sick entitlements where the employer and the majority of his employees so agree.
- (d) Entitlement to payment shall accrue at the rate of 1/6th of a week for each completed month of service with the employer.
- (e) If in the first or successive years of service with the employer an employee is absent on the ground of personal ill health or injury for a period longer than his entitlement to paid sick leave, payment may be adjusted at the end of that year of service, or at the time the employee's services terminate, if before the end of that year of service, to the extent that the employee has become entitled to further paid sick leave during that year of service.
- (2) The unused portions of the entitlement to paid sick leave in any one year shall accumulate from year to year and subject to this clause may be claimed by the employee if the absence by reason of personal ill health or injury exceeds the period for which entitlement has accrued during the year at the time of the absence. Provided that an employee shall not be entitled to claim payment for any period exceeding ten weeks in any one year of service.
- (3) To be entitled to payment in accordance with this clause the employee shall as soon as reasonably practicable advise the employer of his/her inability to attend for work, the nature of his/her illness or injury and the estimated duration of the absence. Provided that such advice, other than in extraordinary circumstances shall be given to the employer within 24 hours of the commencement of the absence.

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

- (4) The provisions of this clause do not apply to an employee who fails to produce a certificate from a medical practitioner dated at the time of the absence or who fails to supply such other proof of the illness or injury as the employer may reasonably require provided that the employee shall not be required to produce a certificate from a medical practitioner with respect to absences of two days or less unless after two such absences in any year of service the employer requests in writing that the next and subsequent absences in that year if any, shall be accompanied by such certificate.
- (5) (a) Subject to the provisions of this subclause, the provisions of this clause apply to an employee who suffers personal ill health or injury during the time when he is absent on annual leave and an employee may apply for and the employer shall grant paid sick leave in place of paid annual leave.
- (b) Application for replacement shall be made within seven days of resuming work and then only if the employee was confined to his place of residence or a hospital as a result of his personal ill health or injury for a period of seven consecutive days or more and he produces a certificate from a registered medical practitioner that he was so confined. Provided that the provisions of this paragraph do not relieve the employee of the obligation to advise the employer in accordance with subclause (3) of this clause if he is unable to attend for work on the working day next following his annual leave.
- (c) Replacement of paid annual leave by paid sick leave shall not exceed the period of paid sick leave to which the employee was entitled at the time he proceeded on annual leave and shall not be made with respect to fractions of a day.
- (d) Where paid sick leave has been granted by the employer in accordance with paragraphs (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid sick leave is hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the employee or, failing agreement, shall be added to the employee's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions of clause 13. - 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 13. - Annual Leave shall be deemed to have been paid with respect to the replaced annual leave.
- (6) Where a business has been transmitted from one employer to another and the employee's service has been deemed continuous in accordance with subclause (3) of Clause 2 of the Long Service Leave provisions published in Volume 64 of the Western Australian Industrial Gazette at pages 1-4, the paid sick leave standing to the credit of the employee at the date of transmission from service with the transmitter shall stand to the credit of the employee at the commencement of service with the transferee and may be claimed in accordance with the provisions of this clause.
- (7) The provisions of this clause with respect to payment do not apply to employees who are entitled to payment under the Workers' Compensation and Assistance Act, 1981 nor to employees whose injury or illness is the result of the employees' own misconduct.
- (8) The provisions of this clause do not apply to casual employees.

#### 17. - CONTRACT OF SERVICE

- (1) All employees shall be engaged either as weekly full-time, weekly part-time or casual employees. Provided that an employer may engage a new employee as a casual and may alter the engagement to a weekly one at any time up to the pay day immediately following the day of engagement. If an employer so alters the engagement he/she shall only be liable to pay the employee concerned the proportion of the weekly rate calculated on the basis of the time worked.
- (2) Except in the case of casual employees whose contract of service shall be by the hour the contract of service shall be weekly and may be terminated by a week's notice on either side given on any day. If

an employer or an employee fails to give the required notice one week's wages shall be paid or forfeited.

- (3) The provisions of this clause do not affect the right of an employer to dismiss an employee without notice for misconduct in which case wages shall be paid up to the time of dismissal.
- (4) Except where otherwise agreed in writing between the employer and the Union an employer may engage an employee on a probationary period for not longer than one month during which time it will be possible for either the employee or employer to end the contract with one day's notice.
- (5) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

#### 18. - MIXED FUNCTIONS.

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

#### 19. - RIGHT OF ENTRY.

- (1) Accredited representatives of the union shall be permitted to interview the employees on the business premises of the employer during non-working times or meal breaks.
- (2) In the case of a dispute between the union and an employer which is likely to lead to a cessation of work or to an application to the Commission and which involves the inspection of employees or of machines in the process of production, such union representatives shall have right of entry into the factory at any time during which the employees or machines concerned are working.

#### 20. - TIME AND WAGES RECORD.

- (1) The employer shall keep or cause to be kept a record in which shall be entered weekly :-
  - (a) the name of each employee to whom this award applies;
  - (b) the nature of the work performed;
  - (c) the hours worked each day;
  - (d) the amount of wages and overtime (if any) received by the employee each week;
  - (e) the ages of the junior employees.
- (2) The said record shall be signed by the employee if correct.
- (3) The said record shall be open to the inspection of an accredited representative of the union during ordinary working hours and he shall be allowed to take necessary extracts therefrom.

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

#### 21. - PAYMENT OF WAGES

- (1) Where an employee works an average of 38 ordinary hours each week during a particular work 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 work cycle.

(2) Effect of Absences on Wages

- (a) An employee who is absent from duty (other than on annual leave, long service leave, holidays prescribed under this award, paid sick leave, workers' compensation or bereavement leave) shall for each day he is so absent, lose average pay for that day calculated by dividing his average weekly wage rate by five.
- (b) An employee who is so absent from duty for part of a day shall lose average pay for each hour he is absent by dividing his average daily pay rate by eight.

(3) Wages shall be paid in the time of the employer provided that an employee who, 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.

(4) Payment of wages may at the option of the employer be weekly into an employee's bank account.

(5) Commencement and Termination of Employment

- (a) An employee who lawfully leaves his employment or is dismissed for reasons other than misconduct shall be paid all monies due to him at the termination of his service with the employer.
- (b) An employee who commences employment during a work cycle shall either -
  - (i) receive payment for any day off duty occasioned by subclause (1) of Clause 9. - Hours only for the hours accrued toward that Day Off during the work cycle;
  - (ii) be paid for the hours actually worked in that work cycle and not be granted a Day Off with pay.
- (c) An employee who has not taken the Day Off due to him during the work cycle in which employment is terminated, the wages due to that employee shall include a total of hours accrued toward that Day Off during that work cycle for which payment has not already been made.
- (d) Where the employee has taken a Day Off during the work cycle in which employment is terminated, the wages due to that employee shall be reduced by the total of hours for which payment has already been made but which have not accrued toward that Day Off during the work cycle.

(6) Payment for Day Off

- (a) An employee who is absent from duty other than on a public holiday or day in lieu thereof, paid sick leave, bereavement leave shall have his payment for any Day Off duty occasioned by subclause (1) of Clause 9. - Hours of this award reduced proportionately.
- (b) An employee who is absent from duty on leave other than that referred to in paragraph (a) for less than three days in any work cycle shall not have payment reduced for any such off duty.

(7) Effect of Annual Leave on Day Off

An employee shall not accrue an entitlement to payment for any Day Off while that employee is on annual leave.

(8) Effect of Long Service Leave on Day Off

- (a) An employee shall not accrue any entitlement to payment for any Day Off while that employee is on long service leave.

- (b) An employee proceeding on long service leave shall be paid the total of hours accrued toward the Day Off during that work cycle for which payment has not already been made.

#### 22. - PROTECTIVE CLOTHING.

- (1) If an employee is required to wear rubber boots, waterproof apron, overall, or a uniform, the employer shall provide same free for use by the employee. Such rubber boots, waterproof apron, overall or uniform shall remain the property of the employer and shall be returned when required in good order and condition, fair wear and tear excepted.
- (2) Should any dispute arise under subclause (1) of this clause, the matter shall be determined by the Board of Reference.

#### 23. - UNDER-RATE EMPLOYEES.

- (1) Any employee 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 employee shall be entitled to work for or be employed at the proposed lesser rate.

#### 24. - BREAKDOWNS.

- (1) The employer is entitled to deduct payment for any day upon which an employee (including an apprentice) cannot be usefully employed because of a strike by any of the unions party to this award, or by any other association or union.
- (2) The provisions of subclause (1) of this clause also applies where the employee cannot be usefully employed through any cause which the employer could not reasonably have prevented but only if, and to the extent that, the employer and the union or unions concerned so agree or, in the event of disagreement, the Board of Reference so determines.
- (3) Where the stoppage of work has resulted from a breakdown of the employer's machinery the Board of Reference, in determining a dispute under subclause (2) of this clause shall have regard for the duration of the stoppage and the endeavours made by the employer to repair the breakdown.

#### 25. - JUNIOR EMPLOYEE'S CERTIFICATE.

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

#### 26. - BEREAVEMENT LEAVE.

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

Provided that payment in respect of bereavement leave is to be made only where the employee otherwise would have been on duty and shall not be granted in any case where the employee concerned would have been off duty

in accordance with his roster, or on long service leave, annual leave, sick leave, workers' compensation, leave without pay or on a public holiday.

#### 27. - LONG SERVICE LEAVE.

The Long Service Leave provisions set out in Volume 64 of the Western Australian Industrial Gazette at pages 1-4 except for Clause 3, shall be applied to employees employed under the terms of this award. The following shall be substituted for Clause 3. - Period of Leave and worked in accordance with Schedule C - Long Service Leave to this award.

#### 3. - Period of Leave:

- (1) The leave to which an employee shall be entitled or deemed to be entitled shall be as provided in this subclause.
- (2) Subject to the provisions of paragraphs (5) and (6) of this subclause:  
  
Where an employee has completed at least ten years' service the amount of leave shall be -
  - (a) in respect of ten years' service so completed 13 weeks' leave;
  - (b) in respect of each ten years' service so completed after such ten years - 13 weeks' leave;
  - (c) on the termination of the employee's employment -
    - (i) by his death; or
    - (ii) in any circumstances, otherwise than by his employer for serious misconduct;  
in respect of the number of year's service with the employer completed since he last became entitled to an amount of long service leave a proportionate amount on the basis of 13 weeks for ten years' service.
- (3) Subject to the provisions of paragraph (6) of this subclause, where an employee has completed at least seven years' service but less than ten years' service since its commencement and his employment is terminated:
  - (a) by his death; or
  - (b) in any circumstances, otherwise than by his employer for serious misconduct;  
the amount of leave shall be such proportion of 13 weeks' leave as the number of completed years of service bears to ten years.
- (4) In the cases to which paragraphs (2) (c) and (3) of this subclause apply the employee shall be deemed to have been entitled to and to have commenced leave immediately prior to such termination.
- (5) An employee whose service with an employer commenced before July 1, 1981, and whose service would entitle him to long service leave under this clause shall be entitled to leave calculated on the following basis:
  - (a) for each completed year of service commencing before October 1, 1964, an amount of leave calculated on the basis of 13 weeks' leave for 20 years' service; and
  - (b) for each completed year of service in the period commencing on or after October 1, 1964 and concluding June 30, 1981, an amount of leave calculated on the basis of 13 weeks' leave for 15 years' service; and

- (c) for each completed year of service commencing on or after July 1, 1981, an amount of leave calculated on the basis of 13 weeks' leave for ten years' service.

Provided that such employee shall not be entitled to long service leave until his completed years of service entitle him to the amount of long service leave prescribed in either paragraph (2) (a) or paragraph (2) (b) of this subclause as the case may be.

- (6) An employee to whom paragraphs (2) (c) and (3) of this subclause apply whose service with an employer commenced before July 1, 1981, shall be entitled to an amount of long service leave calculated on the following basis:
- (a) for each completed year of service commencing before October 1, 1964 an amount of leave calculated on the basis of 13 weeks' leave for 20 years' service; and
- (b) for each completed year of service in the period commencing on or after October 1, 1964 and concluding June 30, 1981, an amount of leave calculated on the basis of 13 weeks' leave for 15 years' service; and
- (c) for each completed year of service commencing on or after July 1, 1981 an amount of leave calculated on the basis of 13 weeks' leave for ten years' service.

#### 28. - VEHICLE ALLOWANCE

- (1) Where an employee is required during his/her normal working hours, by his/her employer, to work outside his/her usual place of employment, the employer shall pay the employee any reasonable travelling expenses incurred except where an allowance is paid in accordance with subclause (2) of this clause.
- (2) (a) Where an employee is required and authorised to use his/her own motor vehicle in the course of his/her duties he/she shall be paid an allowance not less than that provided for in the schedules set out hereunder. Notwithstanding anything contained in this subclause the employer and the employee may make any other arrangements as to car allowance not less favourable to the employee.
- (b) Where an employee in the course of a journey travels through two or more of the separate areas, payment at the rates prescribed herein shall be made at the appropriate rate applicable to each of the separate areas traversed.
- (c) A year for the purpose of this clause shall commence on the 1<sup>st</sup> day of July and end on the 30<sup>th</sup> day of June next following.

Rates of hire for use of employee's own vehicle on employer's business

#### Schedule 1 - Motor Vehicle Allowances

Area Details	Engine Displacement (in cubic centimetres)		
	Over 2600cc	<u>OVER 1600CC - &amp; 2600CC</u>	1600cc Under
	Rate per kilometre (Cents)		
Metropolitan Area	88.4	76.7	68.0
South West Land Division	90.9	78.9	70.1
North of 23.5° South Latitude	99.7	87.0	77.5
Rest of the State	93.8	81.5	72.3

Schedule 2 - Motor Cycle Allowances

Distance travelled during a year on Official Business	Rate per Kilometre (Cents)
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All areas of the State	30.5
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Motor vehicles with rotary engines are to be included in the 1600-2600cc category.

29. - WAGES

(1) The minimum weekly rate of wage payable to employees covered by this award shall be as expressed hereunder as a base rate, supplementary payment and arbitrated safety net adjustments: -:

		Base rate	Supplementary Payment	Arbitrated Safety Net Adjustments	Minimum Rate
(a)	<u>Dairy Production Worker - Grade I</u>				
	A new employee with less than three months of employment in the industry who performs routine duties under supervision	284.70	40.70	281.70	607.10
(b)	<u>Dairy Production Worker - Grade II</u>				
	Shall mean an employee classified as such engaged on work in connection with or incidental to the production and distribution operations of the employer and who is able to perform duties under supervision beyond the skills of a Grade I employee and who, may be required to regularly carry out a range of the specific duties listed hereunder for which they have been suitably trained				
	<u>Special Duties - Grade II</u>				
	Recrater/Decrater	314.00	44.80	281.70	640.50
	Cool Room Hand				
	Wheeler				
	Yard Person				
	Auto Cutting, (Cheese Section)				
	Spotter				
	Hand Packer				
	Machine Feeder				
	Hand Conveyor Loader				
	Box Maker				
	Powdered Milk Bagger				
	Cleaner (General)				
(c)	<u>Dairy Production Worker - Grade III</u>				
	Shall mean an employee classified as such who is engaged on work in connection with or incidental to the production and distribution operations of the employer and who is able to perform duties with routine supervision, beyond the skills of a Grade II employee and who, may, be required to				



regularly carry out a range of the specific duties listed hereunder for which they have been suitably trained

Special Duties - Grade III

(i)	Mobile Electric Milk Crate Lifter	321.20	45.90	281.70	648.80
(ii)	Cheese Room Hand (Machine Operator)				
(iii)	Mill Attendant (Casein/Cheese Manuf. Plants)				
(iv)	Separator Operator				
(v)	Freezer Room Hand				
(vi)	Laboratory Assistant				
(vii)	Bulk Bag Operator (Milk Section)				
(viii)	Separator Operator (Cheese)				
(ix)	Pickers				
(x)	Despatch Hands				
(xi)	Cleaning/Machine Operator				
(xii)	Milk Receiver and Sampler				

(d) Dairy Production Worker - Grade IV

Shall mean an employee classified as such who is engaged on work in connection with or incidental to the production and distribution operations of the employer and who is able to carry out duties beyond the skills of a Grade III employee and who, may be required to regularly carry out a range of the specific duties listed hereunder for which they have been suitably trained

Special Duties - Grade IV

	Pasteuriser (HTST)	328.60	46.90	281.70	657.20
	Separator and/or Mix Maker				
	Machine Operator (Cup)				
	Tester and Grader				
	Cream Grader (Single)				
	Cream Tester (Single)				
	Assist. Cheese maker				
	Pasteuriser Operator (Cheese)				
	Butter Cutter (in charge of machine)				
	Vacreator Operator				
	Tester and Grader (Casein Certificated)				
	Casein Maker				
	Continuous Evaporator (Dryer Operator)				
	Machine Operator (Single)				
	Blow Moulder Operator				
	Reverse Osmosis and/or Ultra Filtration Operator				
	Blender/Mix Maker				
	Butter Maker				
	Despatch (Multiple Function)				
	Boiler Attendant				

(e) Dairy Production Worker - Grade V

Shall mean an employee classified as such who is engaged on work in connection with or incidental to the production and distribution operations of the employer and who is able to perform duties beyond the skills of a Grade IV employee and who, may be required to regularly carry out a range of the specific duties listed hereunder for which they have been suitably trained

Special Duties - Grade V

Technical Assistant (Unqualified) Butter Maker with Certificate Machine Operator (Multiple) Auto Form – Fill Aspectic Machine Blow Moulder Operator (Advanced) Stores (Advanced) Process Controller (UHT, Ultra Clean, Pasteuriser)	343.20	49.00	281.70	673.90
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(f) Dairy Production Worker - Grade VI

Shall mean an employee classified as such who is engaged on work in connection with or incidental to the production and distribution operations of the employer and who is able to perform duties, beyond the skills of a Grade V employee, and who, may be required to regularly carry out at least one of the specific duties listed hereunder for which they have been suitably trained –

Social Duties - Grade VI

(i) Technical Assistant (Qualified)	350.40	50.10	281.70	682.20
(ii) Cheese Maker (Qualified - up to 2 varieties)				
(iii) Process Controller (Advanced) Automated Batchmaking and Computerised Plant				

(g) Dairy Production Worker - Grade VII

Shall mean an employee who is classified as such who is engaged on work in connection with or incidental to the production and distribution operations of the employer and who is able to perform duties beyond the skills required of a Dairy Production Worker - Grade VI and who, may be required to regularly carry out at least one of the specific duties listed hereunder for which they have been suitably trained –

Special Duties - Grade VII

- (i) Laboratory Technician
- (ii) Cheese Maker (Advanced - more than 2 varieties)      365.20      52.00      283.70      700.90

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

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

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

- (2) Junior Employees:

Junior employees shall receive the prescribed percentage of the adult rate for the class of work on which they are engaged.

	%
Under 17 years of age	70
17 to 18 years of age	80
18 to 19 years of age	90
At 19 years of age	Adult Rates

- (3) The ordinary rate per hour shall be calculated by dividing the appropriate weekly rate by 38.

- (4) The parties agree that the above wage rates include a first stage structural efficiency increase of \$15.00 per week to all employees with any amount in excess of that determined by the Western Australian Industrial Relations Commission to be appropriate being absorbed in the second structural efficiency increase. The total structural efficiency increase will be that determined by the Commission in the State Wage Case Decision of 8 September 1989 (Application No. 1940 of 1989) namely -

(a) basic skills/trainee level	\$20.00
(b) semi skilled	\$25.00
(c) tradesperson or equivalent	\$30.00

- (5) Structural Efficiency

- (a) Arising out of the decision of the State Wage Case on 8 September 1989 and in consideration of the wage increases resulting from the first structural efficiency adjustment in Application No. 1707 of 1989, employees are to perform a wider range of duties including work which is incidental or peripheral to their main tasks or functions.

- (b) The parties to this Award are committed to implementing a new wage and classification structure. In making this commitment the parties -

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

- (ii) state that wage increases arising from broadbanding and adjustment of minimum rates are subject to absorption into existing over award payments;

- (iii) undertake that upon variation of the award to implement a new wage and classification structure, employees may undertake training for a wider range of duties and/or access to higher levels in accordance with the definitions and training standards laid down in the Award variation relating to a new classification structure;
  - (iv) will co-operate in the transition from the existing classification structure to the proposed new structure to ensure that the transition takes place in an orderly manner without creating false expectations or disputation.
- (c) In the event that there is a claim for reclassification by an existing employee to a higher level under any new structure on the ground that the employee possesses equivalent skill and knowledge gained through on-the-job experience or on any other ground, the following principles apply -
- (i) the parties agree that the existing award disputes avoidance procedure shall be followed;
  - (ii) agreed competency standards shall be established by the parties in conjunction with TAFE and SESDA (when operative) for all levels in any new classification structure before any claims for reclassification are processed;
  - (iii) an agreed authority (such as TAFE or SESDA) or agreed accreditation authority (when operative) shall test the validity of an employee's claim for reclassification;
  - (iv) reclassification to any higher level shall be contingent upon such additional work being available and required to be performed by the employer.
- (6) The grade structure to be introduced on a trial basis without prejudice to the position of the parties to the award. The parties agree to review the operation of the grade structure at the end of the six months trial period with the aim of rectifying any problems which may have arisen with the grade structure.

This review shall include a consideration of the basis upon which award rates are to be incorporated into the award in the form of base rates and supplementary payments as required by the State Wage Principles. This consideration will take into account relevant outcomes of the "paid rates review" conducted by the Australian Industrial Relations Commission.

(7) Term

The provisions of this clause will apply for a term of 24 months from the first pay period commencing on or after 14 August 1990 during which time the parties will report back to the Commission on the following matters –

- (a) The review referred to in subclause (6) of this clause.
- (b) The conversion of the rates of pay contained in subclause (1) of this clause.
- (c) The final form of the Definitions contained in subclause (1) of this clause.
- (d) Training
- (e) The progress of matters to be addressed under Clause 2B. - Award Modernisation of this award.

### 30. - DEFINITIONS.

"Cheese Room Hand" shall mean a person who participates in the cutting, packing and storing of cheese who is not a Cheesemaker or Assistant Cheesemaker.

"Laboratory Attendant" shall mean an employee who under general supervision assists in a laboratory or test room and whose duties may include sampling, testing, recording, bottle washing and the care of materials used in a laboratory or test room.

"Laboratory Technical Assistant - Unqualified" shall mean an employee engaged in, and responsible for, technical activities including chemical and biological analyses at a level included in Level I duties as defined without direct supervision and control.

In addition, the employee shall satisfy the following conditions:

To be classified as a Laboratory Technical Assistant, the employee shall:

- (1) have attained a grade of 6 or better in the Tertiary Admissions Examination in at least mathematics, chemistry, and, if appropriate, a biological science subject, and
- (2) hold W.A. Milk and Cream Testers and Graders Certificates or a recognised equivalent.

Notwithstanding the foregoing, an employee who does not satisfy the conditions of (1) and/or (2) above, and who is required by the employer to undertake the aforementioned duties without supervision shall be classified by the employer as a Laboratory Technical Assistant, after having carried out the duties required for a continuous period of six months which time shall be probationary and not count as experience.

"Laboratory Technical Assistant - Qualified" shall mean a Laboratory Technical Assistant - Unqualified, who holds the certificate in laboratory practices or a recognised equivalent.

"Laboratory Technician" shall mean an adult employee engaged in and responsible for technical activities involving the exercise of knowledge, judgment and skill in performing duties at a level included in Level II duties as defined, without supervision.

In addition, the employee shall satisfy the following conditions:

To be classified as a Laboratory Technician, the employee shall:

- (1) hold W.A. Milk and Cream Testers and Graders Certificate and
- (2) hold a Diploma in Dairy or Food Technology, or a Diploma in Laboratory Techniques, or a recognised equivalent or superior qualification appropriate to the work, and
- (3) have had at least two years' experience as a Laboratory Technical Assistant or other industry experience deemed by the employer as equivalent and sufficient to enable the required duties to be undertaken.

Notwithstanding the foregoing, an employee who does not satisfy the conditions of (1), (2) or (3) above, and who is required by the employer to undertake the aforementioned duties without supervision, may be classified by the employer as a Laboratory Technician, after having carried out those duties for a continuous period of six months.

### **Laboratory Duties:**

#### Level I Duties:

1. Sampling and collecting of raw and manufactured product.
2. Temperature monitoring and thermometer checking - incubators, refrigerators, coolrooms, vats, heat exchangers, recorders, etc.
3. Checking under and over fills.
4. Cleansing of laboratory equipment and facilities.
5. Testing solution strengths, e.g., cleaning solution, chain lubricants, etc.
6. Simple water analysis - boiler water, brine, cooling towers, mains and bore water.

7. Simple organoleptic testing of raw materials and finished products.
8. Ph and acidity testing of all products.
9. Butterfat analysis - Babcock, Milko-Tester and Milko-Scan
10. Total solids analysis - hydrometric, gravimetric and Milko-Scan.
11. Phosphatase, resazurin and methylene blue testing.
12. Freezing point depression.
13. Homogenisation index.
14. Sugar content - oBrix Refractometer.
15. Viscosity testing.
16. Routine calibration of equipment.
17. Media and reagent preparation.
18. Sterilizing equipment and materials.
19. Biological testing: standard plate count, presumptive coliform test, presumptive E-coli test, yeast and mould plate count, plant swabs.
20. Carry out other duties of equivalent technical sophistication as required.
21. Assist with research and development work under supervision.

Level II Duties:

1. Performance and interpretation of all Level I analyses.
2. Non-routine and routine analysis requiring a higher level of technical ability than Level I duties.
3. Initiate action in response to routine testing in Level I duties.
4. Calibration of equipment.
5. Maintenance of stock levels of consumables.
6. Culture preparation.
7. Assist with research and development work where required.
8. Carry out other duties of equivalent technical ability as required.

31. - MATERNITY LEAVE.

(1) Eligibility for Maternity Leave

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

For the purposes of this clause:

(a) An employee shall include a part-time employee but shall not include an employee engaged upon casual or seasonal work.

(b) Maternity leave shall mean unpaid maternity leave.

(2) Period of Leave and Commencement of Leave

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

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

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

(d) An employee shall not be in breach of this 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 employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

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

(4) Variation of Period of Maternity Leave

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

(b) The period of leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(5) Cancellation of Maternity Leave

(a) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.

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

(6) Special Maternity Leave and Sick Leave

(a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then -

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

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

(7) Maternity Leave and Other Leave Entitlements

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

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

(8) Effect of Maternity Leave on Employment

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

(9) Termination of Employment

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

(10) Return to Work After Maternity Leave

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



- (b) An employee, upon the expiration of the notice required by paragraph (a) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (3), to the position which she held immediately before such transfer.

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

(11) Replacement Workers

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

32. - PART-TIME EMPLOYEES

- (1) An employee may be employed on a part time basis following notification by the employer to the duly appointed Shop Steward of the Union at the establishment concerned.
- (2) A part-time employee shall mean an employee who regularly works a lesser number of hours than 38.
- (3) A part-time employee shall be paid at the rate of 1/38th of the ordinary rate of wage prescribed by this award for the class of work performed for each hour worked each week during the hours prescribed by Clause 9. - Hours of this award.
- (4) An employee employed under the provisions of this clause, shall receive payment for wages, for annual leave, for public holidays and for sick leave on a pro-rata basis in the same proportion as the number of hours regularly worked each week bear to 38.

33. - SETTLEMENT OF DISPUTES PROCEDURE

- (1) In the first instance all the facts of the dispute matter or grievance will be discussed without delay between the employee/s concerned and the appropriate Supervisor/s. The appropriate Shop Steward/s to be present if requested by the employee/s.
- (2) If not settled, the matter shall be discussed between an accredited Union Representative and the delegated Officer of the Company.
- (3) If agreement has not then been reached, the matter shall be discussed between a Management Representative of the Company and an appropriate Official of the Union.

- (4) If the matter is still not settled, it shall be submitted to the W.A. Industrial Commission for decision which shall, subject to any appeal in accordance with the Act, be final.
- (5) Until the matter is determined, work shall continue in accordance with the pre-dispute conditions. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.
- (6) The parties will co-operate to ensure that these procedures are carried out expeditiously.
- (7) In the event of a work stoppage, such employees as are necessary shall, where appropriate, complete production in process to avoid spoilage and clean the plant according to hygiene requirements before stopping work.

In the event of a stoppage of work, employees will be available to ensure that hospitals and institutions have available a milk supply.

#### 34. - SUPERANNUATION

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

- (1) Employer Contributions:
  - (a) An employer shall contribute 9% of ordinary time earnings per eligible employee into one of the following Approved Superannuation Funds:
    - (i) Westscheme; or
    - (ii) an exempted Fund allowed by subclause (4) of this clause.
  - (b) Except where the Trust Deed provides otherwise employer contributions shall be paid on a monthly basis for each week of service that the eligible employee completes with the employer.
  - (c) No contributions shall be made for periods of unpaid leave, or unauthorised absences in excess of 38 ordinary hours or for periods of workers' compensation in excess of 52 weeks. No contributions shall be made in respect of annual leave paid out on termination or any other payments on terminations.
- (2) Fund Membership:
  - (a) Contributions in accordance with subclause (1) - Employer Contributions of this clause, shall be calculated by the employer on behalf of each employee from the date one month after the employee commences employment, unless the employee fails to return a completed application to join the Fund and the employer has complied with the following:
    - (i) the employer shall provide the employee with an application to join the Fund and documentation explaining the Fund within one week of employment commencing.
    - (ii) If the employee fails to return to the employer a completed application to join the Fund within two weeks of receipt, the employer shall send to the employee by certified mail, a letter setting out relevant superannuation information, the letter of denial set out in subclause (6) of this clause and an application to join the Fund.
    - (iii) Where the employee completes and returns the letter of denial, no contribution need be made on that employee's behalf.
    - (iv) Where the employee completes and returns neither the application to join the Fund nor the letter of denial within one week of postage, the employer shall advise either

the Union or the Fund Administrator in writing of the employee's failure to return the completed form.

- (v) From two weeks following the employer's advice pursuant to paragraph (iv) should the employee not have returned the completed form the employer shall be under no obligation to make superannuation payments on behalf of that employee.

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

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

(3) Definitions:

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

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

(4) Exemptions:

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

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

(5) Operative Date:

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

(6) Letter of Denial:

The letter of denial shall be in the following form:

"To (employer)

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

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

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Classification)

\_\_\_\_\_  
(Date)"

Compliance, Nomination and Transition

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

- (a) Any such fund or scheme shall no longer be a complying superannuation fund or scheme for the purposes of this clause unless -
  - (i) the fund or scheme is a complying fund or scheme within the meaning of the Superannuation Guarantee (Administration) Act 1992 of the Commonwealth; and
  - (ii) under the governing rules of the fund or scheme, contributions may be made by or in respect of the employee permitted to nominate a fund or scheme;
- (b) The employee shall be entitled to nominate the complying superannuation fund or scheme to which contributions are to be made by or in respect of the employee;

- (c) The employer shall notify the employee of the entitlement to nominate a complying superannuation fund or scheme as soon as practicable;
- (d) A nomination or notification of the type referred to in paragraphs (b) and (c) of this subclause shall, subject to the requirements of regulations made pursuant to the Industrial Relations Legislation Amendment and Repeal Act 1995, be given in writing to the employer or the employee to whom such is directed;
- (e) The employee and employer shall be bound by the nomination of the employee unless the employee and employer agree to change the complying superannuation fund or scheme to which contributions are to be made;
- (f) The employer shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by a employee;

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

- (g) if one or more complying superannuation funds or schemes to which contributions may be made be specified herein, the employer is required to make contributions to that fund or scheme, or one of those funds or schemes nominated by the employer;
- or
- (h) if no complying superannuation fund or scheme to which contributions may be made be specified herein, the employer is required to make contributions to a complying fund or scheme nominated by the employer.

#### 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 organization is a party to this award:

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

SCHEDULE B - RESPONDENTS

Brownes Dairy Pty Ltd

Masters Dairy Ltd



SCHEDULE C - LONG SERVICE LEAVE

Long Service Leave is calculated on completed years of service at the anniversary date of commencement of service.

- Quantum (a) After October 1, 1964 and before June 30 1981 = 13 weeks' leave after 15 completed years service = 0.866 weeks' leave for every completed year of service.
- (b) From and including July 1 1981 = 13 weeks' leave after 10 completed years of service = 1.3 weeks' leave for every completed year of service.

(a) Completed Years of Service (commencing after 1 October 1964 and before 1 July 1981)	(b) Completed Years of Service (commencing on or after 1 July 1981)	Total Years of Service before first Leave Due	Number of Weeks' Leave
1 year @ 0.866 wks = 0.87 wks.	10 years @ 1.3 wks = 13.00 wks.	11 years	13.87
2 years @ 0.866 wks = 1.73 wks.	9 years @ 1.3 wks = 11.7 wks.	11 years	13.43
3 years @ 0.866 wks = 2.60 wks.	8 years @ 1.3 wks = 10.4 wks.	11 years	13.00
4 years @ 0.866 wks = 3.47 wks.	8 years @ 1.3 wks = 10.4 wks.	12 years	13.87
5 years @ 0.866 wks = 4.33 wks.	7 years @ 1.3 wks = 9.1 wks.	12 years	13.43
6 years @ 0.866 wks = 5.20 wks.	6 years @ 1.3 wks = 7.8 wks.	12 years	13.00
7 years @ 0.866 wks = 6.07 wks.	6 years @ 1.3 wks = 7.8 wks.	13 years	13.87
8 years @ 0.866 wks = 6.93 wks.	5 years @ 1.3 wks = 6.5 wks.	13 years	13.43
9 years @ 0.866 wks = 7.80 wks.	4 years @ 1.3 wks = 5.2 wks.	13 years	13.00
10 years @ 0.866 wks = 8.67 wks.	4 years @ 1.3 wks = 5.2 wks.	14 years	13.87
11 years @ 0.866 wks = 9.53 wks.	3 years @ 1.3 wks = 3.9 wks.	14 years	13.43
12 years @ 0.866 wks = 10.40 wks.	2 years @ 1.3 wks = 2.6 wks.	14 years	13.00
13 years @ 0.866 wks = 11.27 wks.	2 years @ 1.3 wks = 2.6 wks.	15 years	13.87
14 years @ 0.866 wks = 12.13 wks.	1 year @ 1.3 wks = 1.3 wks.	15 years	13.43

APPENDIX - S.49B - INSPECTION OF RECORDS REQUIREMENTS

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

DATED at Perth this 30th day of July, 1982.

VARIATION RECORD

DAIRY FACTORY WORKERS' AWARD 1982 AWARD

NO. 15 OF 1982

Delivered 30/07/82 at 62 WAIG 1847

Consolidated 07/09/84 at 64 WAIG 1757

Consolidated 16/02/93 at 73 WAIG 857

CLAUSE NO.	EXTENT VARIATION	OF ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
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NOTE; O.N. 374/84 varies and consolidates the award.  
Schedule "A" varies the award as from 01/09/1984.  
Schedule "B" consolidates the award as from 07/09/1984.

**1. Title**

	Consolidation	374/84	07/09/84	64 WAIG 1757
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(1A. State Wage Principles)

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

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

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

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

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

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

Del. Cl	609/99	06/07/99	79 WAIG 1847
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**1B. Minimum Adult Award Wage**

Ins. 1B	940/97	14/11/97	77 WAIG 3177
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Cl.	1075/98	09/10/98	78 WAIG 4328
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Min Wage & text	609/99	01/08/99	79 WAIG 1847
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Cl	654/00	01/08/00	80 WAIG 3379
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Cl.	797/02	01/08/02	82 WAIG 1369
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Cl.	569/03	5/06/03	83 WAIG 1899 & 2132
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(9)	1197/03	1/11/03	83 WAIG 3537
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Cl	570/04	4/06/04	84 WAIG 1521
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Cl.	576/05	07/07/05	85 WAIG 2083, 2329
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Cl.	957/05	07/07/06	86 WAIG 1631 & 1859
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Cl.	1/07	01/07/07	87 WAIG 1487 & 1740
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Cl.	115/07	01/07/08	88 WAIG 773 & 1003
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Cl	1/09	01/10/09	89 WAIG 735 & 1424
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Cl	2/10	01/07/10	90 WAIG 568 & 913
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Cl.	2/11	01/07/11	UnreportedSWC
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**2. Arrangement**

28 - title	352/86	09/10/86	66 WAIG 1644
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Ins 2A	990/88	22/10/88	69 WAIG 3332
Ins 34	215/89	01/07/89	69 WAIG 2411
Delete 2A	1940/89	08/09/89	69 WAIG 2913
Ins 2A	1693/89	25/09/89	69 WAIG 3332
Ins 2B	1402/89(R)	24/11/89	70 WAIG 1077
Ins. 1A	1752/91	31/01/92	72 WAIG 191
Cl.	12&54/92	03/04/92	72 WAIG 1080
1A. Title	1457/93	24/12/93	74 WAIG 198
1A. Title	985/94	30/12/94	75 WAIG 23
1A. Title	1164/95	21/03/96	76 WAIG 911
Ins. Appendix - Resolution...	693/96	16/07/96	76 WAIG 2768
Ins. Appendix - S.49B...	694/96	16/07/96	76 WAIG 2789
1A. Title	915/96	7/08/96	76 WAIG 3368
1A	940/97	14/11/97	77 WAIG 3177
Ins. 1B	940/97	14/11/97	77 WAIG 3177
1A	757/98	12/06/98	78 WAIG 2579
Del. 1A	609/99	06/07/99	79 WAIG 1847

(2A. State Wage Principles - September 1988)

Ins cl	990/88	22/10/88	69 WAIG 3332
Deleted by G.O.	1940/89	08/09/89	69 WAIG 2913
Also by	1693/89	25/09/89	69 WAIG 3332

(2A. State Wage Principles - September 1989)

Ins cl.	1693/89	25/09/89	69 WAIG 3332
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Del. Cl.	12&54/92	03/04/92	72 WAIG 1080
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(2B. Award Modernisation)

Ins cl.	1402/89(R)	24/11/89	70 WAIG 1077
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Del. Cl.	12&54/92	03/04/92	72 WAIG 1080
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**2A. Award Modernisation and Enterprise Consultation**

Ins. Cl.	12&54/92	03/04/92	72 WAIG 1080
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Del Append. A & Sch. Resp.;Ins. Sch. A B & C	552/93	05/05/93	73 WAIG 1651
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**3. Scope**

Consolidation	374/84	07/09/84	64 WAIG 1757
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**4. Area**

Consolidation	374/84	07/09/84	64 WAIG 1757
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**5. Term**

Consolidation	374/84	07/09/84	64 WAIG 1757
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**6. Special Rates**

Cl.	923/85	01/05/86	66 WAIG 880
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Cl.	1402/89(R)	24/11/89	70 WAIG 1077
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(1)(2)(3)(4) - (rates)	149/90(R2)	14/08/90	70 WAIG 4055
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(1)(2)(3) - (rates)	12&54/92	03/04/92	72 WAIG 1080
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Cl.	1329(A)/96	12/11/96	76 WAIG 4985
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Cl.	1075/98	09/10/98	78 WAIG 4328
Cl.	910/99	27/08/99	79 WAIG 3033
Cl.	684/00	24/11/00	80 WAIG 5557
Cl.	998/01	8/1/02	82 WAIG 267
Cl.	1028/02	28/01/02	83 WAIG 674
Cl	689/03	11/03/05	85 WAIG 1154
Cl	99/06	23/02/07	87 WAIG 371
Cl	65/08	09/12/08	89 WAIG 139

#### 7. Casual Employees

Cl.	149/90(R2)	14/08/90	70 WAIG 4055
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#### 8. Leading Hands

Cl.	990/88	22/09/88	69 WAIG 1541
Cl.	1030/87	19/01/89	69 WAIG 1644
(1)(2)(3) - (rates)	149/90(R2)	14/08/90	70 WAIG 4055
Cl.	12&54/92	03/04/92	72 WAIG 1080
Cl.	1329(A)/96	12/11/96	76 WAIG 4985
Cl.	1075/98	09/10/98	78 WAIG 4328
Cl.	910/99	27/08/99	79 WAIG 3033
Cl.	684/00	24/11/00	80 WAIG 5557
Cl.	998/01	8/1/02	82 WAIG 267
Cl.	1028/02	28/01/03	83 WAIG 674
Cl	689/03	11/03/05	85 WAIG 1154

CI	99/06	23/02/07	87 WAIG 371
CI	65/08	09/12/08	89 WAIG 139

### 9. Hours

Ins (3)(d)	1402/89(R)	24/11/89	70 WAIG 1077
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### 10. Overtime

Consolidation	374/84	07/09/84	64 WAIG 1757
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### 11. Meal Money

(1) & (2) amounts only	149/90(R2)	14/08/90	70 WAIG 4055
Rates - (1)(a) & (2)	1329(A)/96	12/11/96	76 WAIG 4985
(1)(a) & (2).	684/00	24/11/00	80 WAIG 5557
(1)(a) & (2).	998/01	8/1/02	82 WAIG 267
(1)(a) & (2)	1028/02	28/01/03	83 WAIG 674
(1)(a) & (2)	689/03	11/03/05	85 WAIG 1154
(1)(a) & (2)	99/06	23/02/07	87 WAIG 371
(1)(a) & (2)	65/08	09/12/08	89 WAIG 139

### 12. Saturday and Sunday Rates

Consolidation	374/84	07/09/84	64 WAIG 1757
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### 13. Annual Leave

Ins.(10)&(11)	1402/89(R)	24/11/89	70 WAIG 1077
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**14. Public Holidays**

Cl.	1402/89(R)	24/11/89	70 WAIG 1077
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**15. Shift Work**

Consolidation	374/84	07/09/84	64 WAIG 1757
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**(16. Sick Leave)**

Title, (1)(6) & (7)	374/84	01/09/84	64 WAIG 1757
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**16. Absence Through Sickness**

(3)	1402/89(R)	24/11/89	70 WAIG 1077
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**17. Contract of Service**

Cl.	1402/89(R)	24/11/89	70 WAIG 1077
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Ins. (5)	12&54/92	03/04/92	72 WAIG 1080
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**18. Mixed Functions**

Consolidation	374/84	07/09/84	64 WAIG 1757
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**19. Right of Entry**

Consolidation	374/84	07/09/84	64 WAIG 1757
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**20. Time and Wages Record**

Consolidation	374/84	07/09/84	64 WAIG 1757
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(3).ins text	491/98	16/04/98	78 WAIG 1471
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**21. Payment of Wages**

Consolidation	374/84	07/09/84	64 WAIG 1757
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**22. Protective Clothing**

Consolidation	374/84	07/09/84	64 WAIG 1757
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**23. Under-Rate Employees**

Consolidation	374/84	07/09/84	64 WAIG 1757
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**24. Breakdowns**

Consolidation	374/84	07/09/84	64 WAIG 1757
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**25. Junior Employee's Certificate**

Consolidation	374/84	07/09/84	64 WAIG 1757
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**26. Bereavement Leave**

Consolidation	374/84	07/09/84	64 WAIG 1757
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**27. Long Service Leave**

Consolidation	374/84	07/09/84	64 WAIG 1757
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Text	552/93	05/05/93	73 WAIG 1651
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(28. Travelling Allowance)

Cl.	374/84	01/09/84	64 WAIG 1757
Deleted by	352/86	09/10/86	66 WAIG 1139

(28. Vehicle Allowance)

Ins by	352/86	09/10/86	66 WAIG 1139
Cl. (incorrect title)	912/88	14/12/88	69 WAIG 562

**28. Vehicle Allowances**

Cl. ("s" added to title)	1693/89	25/09/89	69 WAIG 3332
(2) Sched. 1 & 2	201/90	08/01/91	71 WAIG 352
(2) Sched. 1 & 2	108/91	25/03/91	71 WAIG 1246
(2) Sched. 1 & 2	573/92	16/06/92	72 WAIG 1574
(2)(c)	1329(B)/96	31/10/97	77 WAIG 3464
(2)(c).	684/00	24/11/00	80 WAIG 5557
(2)(c)	998/01	8/1/02	82 WAIG 267
(2)(c)	1028/02	28/01/02	83 WAIG 674
Cl	689/03	11/03/05	85 WAIG 1154
(2)(c)	99/06	23/02/07	87 WAIG 371
(2)(c)	65/08	09/12/08	89 WAIG 139

**29. Wages**

Cl.	1402/89(R)	24/11/89	70 WAIG 1077
Cl.	149/90(R2)	14/08/90	70 WAIG 4055
Cl.	205/91	14/02/91	71 WAIG 975
Cl.	1149/91	14/08/91	71 WAIG 2550

(1)	12&54/92	03/04/92	72 WAIG 1080
(1)	1569/93	11/01/94	74 WAIG 616
(1)	1131/94	25/05/95	75 WAIG 2168
(1)	334/96	30/05/96	76 WAIG 2414
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
(1)	1075/98	09/10/98	78 WAIG 4328
(1)(a)-(f) Rates & Text (h)	609/99	01/08/99	79 WAIG 1847
Cl	654/00	01/08/00	80 WAIG 3379
(1)(a-g)	797/02	01/08/02	82 WAIG 1369
Cl.	569/03	5/06/03	83 WAIG 1899 & 2132
Cl	570/04	4/06/04	84 WAIG 1521 & 1682
Cl.	576/05	07/07/05	85 WAIG 2083, 2329
Cl.	957/05	07/07/06	86 WAIG 1631 & 1859
Cl.	1/07	01/07/07	87 WAIG 1487 & 1740
Cl.	115/07	01/07/08	88 WAIG 773 & 1003
Cl	1/09	01/10/09	89 WAIG 735 & 1424
Cl	2/10	01/07/10	90 WAIG 568 & 913
Cl.	2/11	01/07/11	UnreportedSWC

### 30. Definitions

Consolidation	374/84	07/09/84	64 WAIG 1757
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### 31. Maternity Leave.

Consolidation	374/84	07/09/84	64 WAIG 1757
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### **32. Part-Time Employees**

Consolidation	374/84	01/09/84	64 WAIG 1757
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### **33. Settlement of Disputes Procedure**

(7)	149/90(R2)	14/08/90	70 WAIG 4055
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### **34. Superannuation**

Ins 34	215/89	01/07/89	69 WAIG 2411
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Ins. Text	599/98	30/06/98	78 WAIG 2559
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(1)(a)	1028/02	28/01/02	83 WAIG 674
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### **Appendix - Resolution of Disputes Requirements**

Ins. Appendix	693/96	16/07/96	76 WAIG 2768
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App	2053/97	22/11/97	77 WAIG 3079
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### **Schedule A - Parties to the Award**

Ins. Sch	552/93	05/05/93	73 WAIG 1651
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Cl.	910/99	27/08/99	79 WAIG 3033
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Sch.	684/00	24/11/00	80 WAIG 5557
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### **Schedule B - Respondents**

Ins. Sch	552/93	05/05/93	73 WAIG 1651
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Sch.	684/00	24/11/00	80 WAIG 5557
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(Appendix A - Long Service Leave)

Consolidation	374/84	01/09/84	64 WAIG 1757
(the title of this cl. in the body of the award is referred to as "Appendix A".			
Rename Sch.	552/93	05/05/93	73 WAIG 1651

**Schedule C - Long Service Leave**

(Appendix - Schedule of Respondents)

Delete the word "Appendix"	374/84	01/09/84	64 WAIG 1757
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**Schedule of Respondents**

Consolidation	374/84	07/09/84	64 WAIG 1757
Del. Sch.	552/93	05/05/93	73 WAIG 1651

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

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