

Draughtsmen's, Tracers', Planners' and Technical Officers' Award 1979 - The

1. - TITLE

This Award shall be known as "The Draughtsmen's, Tracers', Planners' and Technical Officers' Award 1979" and replaces Award No. 16 of 1974 as amended.

1B. - MINIMUM ADULT AWARD WAGE

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

(2) The minimum adult award wage for full-time employees aged 21 or more working under an award that provides for a 38 hour week is \$819.90 per week.

The minimum adult award wage for full-time employees aged 21 or more working under awards that provide for other than a 38 hour week is calculated as follows: divide \$819.90 by 38 and multiply by the number of ordinary hours prescribed for a full-time employee under the award.

The minimum adult award wage is payable on and from the commencement of the first pay period on or after 1 July 2022.

(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 aged 21 or more employed as casuals, part-time employees or piece workers or employees who are remunerated wholly on the basis of payment by result, shall not be paid less than pro rata the minimum adult award wage according to the hours worked.

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

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

(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 2022 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, the minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for a 38 hour week is \$696.50 per week.
- (b) The minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for other than a 38 hour week is calculated as follows: divide \$696.50 by 38 and multiply by the number of ordinary hours prescribed for a full-time apprentice under the award.
- (c) The minimum adult apprentice wage is payable on and from the commencement of the first pay period on or after 1 July 2022.
- (d) Adult apprentices aged 21 years or more employed on a part-time basis shall not be paid less than pro rata the minimum adult apprentice wage according to the hours worked.
- (e) The rates paid in the paragraphs above to an apprentice 21 years of age or more are payable on superannuation and during any period of paid leave prescribed by this award.
- (f) 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.

2. - ARRANGEMENT

- 1. Title
- 1B. Minimum Adult Award Wage
- 2. Arrangement
- 3. Area
- 4. Scope
- 5. Term
- 6. Definitions
- 7. Wages
- 8. Hours of Work
- 9. Car Allowance
- 10. Fares and Travelling Time
- 11. Distant Work
- 12. Trainee Draughtsmen
- 13. Overtime
- 14. Maternity Leave
- 15. Lower and Higher Grade Duties
- 16. Holidays
- 17. Annual Leave
- 18. Absence Through Sickness
- 19. Termination of Employment
- 20. Meal Break
- 21. Long Service Leave
- 22. Miscellaneous
- 23. Certificate of Service
- 24. Right of Entry
- 25. Record
- 26. Board of Reference

27. No Reduction
28. Junior Workers Certificate
29. Aged and Infirm Workers
30. Preference to Unionists
31. Bereavement Leave
32. Location Allowances
33. Liberty to Apply
35. Payment of Wages
36. Shift Work
37. Dispute Settlement Procedures
38. Technology and Skills
39. Superannuation

Schedule of Respondents

Appendix - S.49B - Inspection Of Records Requirements

3. - AREA

This Award shall operate throughout the State of Western Australia.

4. - SCOPE

This Award shall apply to all employees employed in the classifications defined in Clause 6. - Definitions of this Award and employed by employers engaged in the industries set out in the Schedule to this Award.

5. - TERM

The term of this award shall be for a period of eighteen months from the beginning of the first pay period commencing on or after the date hereof.

6. - DEFINITIONS

- (1) "Trainee Draughtsman" - A trainee draughtsman shall mean a worker who is less than twenty-one years of age and who is undergoing a diploma course appropriate to his work provided by the Technical Education Division of the Education Department or any other course at least equivalent thereto.
- (2) "Draughtsman Detail" - A draughtsman detail shall mean any worker, other than a "trainee draughtsman" as defined herein, employed on the making of drawings from sketches or other data.
- (3) "Assistant Survey Draughtsman" - An assistant survey draughtsman shall mean any worker other than a trainee survey draughtsman as defined herein employed under supervision upon the preparation of simple plans, charts and maps or documentation and associated straightforward calculations.
- (4) "Draughtsman Senior Detail" - A draughtsman senior detail shall mean an adult worker who has had at least two years' experience as a draughtsman detail or other experience deemed by the employer to be the equivalent thereof and who under supervision, is mainly engaged in the making of detail drawings of designs involving originality of thought which require the exercise of judgment and skill in excess of that required of a draughtsman detail but which do not fall within the duties at the level as defined for a draughtsman designing.
- (5) "Survey Draughtsman" - A survey draughtsman shall mean an adult worker who has had at least two years' experience as an assistant survey draughtsman or other experience deemed by the employer to be the equivalent thereof and who under supervision is engaged upon the preparation of minor plans, charts and maps from field notes or compiled from other information together with associated straightforward calculations.
- (6) "Draughtsman Designing" - A draughtsman designing shall mean an adult worker -

- (a) who has had at least four years' experience as a draughtsman detail or has had two years' experience as a draughtsman senior detail or who has had training deemed by the employer to be equivalent thereto; and
 - (b) who has received a diploma from the Perth Technical College appropriate to the work in which he is engaged, or its equivalent; and
 - (c) who is engaged in the preparation of designs and/or calculations and drawings relating to buildings, or structures, or machines, or plant, or other equipment, and who in carrying out such work is required to apply the skill acquired pursuant to the provisions of paragraphs (a) and (b) hereof.
 - (d) Notwithstanding the provisions of paragraphs (a) and (b) hereof, a worker who has been for six continuous months performing work which is of the same nature as required by paragraph (c) hereof and which require the application of a similar standard of trade and/or draughting experience which has been acquired by other means than as provided for in paragraphs (a) and (b) thereof shall be deemed to be a draughtsman-designing for the purpose of this award.
- (7) "Senior Survey Draughtsman" - A senior survey draughtsman shall mean an adult worker -
- (a) who has received a diploma through the Technical Education Division of the Education Department appropriate to the work in which he is employed, or its equivalent; and
 - (b) who has at least four years' experience as an assistant draughtsman or has had two years' experience as a survey draughtsman or who has had training deemed by the employer to be equivalent thereto; and
 - (c) who is engaged in the preparation of maps, charts or plans and/or associated calculations of a complex nature or who is engaged in the layout and/or preparation of such work for assistant survey draughtsman or survey draughtsman.
 - (d) Notwithstanding the provisions of paragraphs (a) and (b) hereof a worker who has been for six continuous months performing work which is of the same nature as required by paragraph (c) hereof and which require the application of a similar standard of draughting experience which has been acquired by other means than as provided for in paragraphs (a) and (b) thereof shall be deemed to be a senior survey draughtsman for the purposes of this award.
- (8) "Planning Assistant/Assistant Estimator" - A planning assistant/assistant estimator shall mean an adult worker who has completed an apprenticeship appropriate to the work upon which he is engaged or achieved an equivalent standard of trade knowledge and is employed on routine technical tasks requiring engineering skill or knowledge.
- (9) "Technical Assistant" - A technical assistant shall mean an adult worker who has completed an appropriate apprenticeship or achieved an equivalent standard of skill or knowledge and is employed on routine technical tasks requiring such skills or knowledge.
- (10) "Planning Technician/Estimator" - A planning technician/estimator shall mean an adult worker who has had not less than two years' experience as a planning assistant or other experience deemed by the employer to be equivalent thereto and who, under the supervision of either engineering or planning staff is called upon to perform duties which require the exercise of judgement and skill in excess of that required of a planning assistant but do not fall within the duties at the level as defined for a production planner.
- (11) "Technician" - A technician shall mean an adult worker who has had at least two years' experience as a technical assistant or other experience deemed by the employer to be the equivalent thereof and who, under the supervision of technical staff, is called upon to perform duties which require the exercise of judgement and skill in excess of that required of a technical assistant but do not fall within the duties at the level as defined for a technical officer.

- (12) "Production Planner/Senior Estimator" - A production planner/senior estimator shall mean an adult worker -
- (a) who has been employed for not less than four years as a planning assistant or who has had not less than two years' experience as a planning technician or who has had training deemed by the employer to be equivalent thereto; and
 - (b) who possesses a Diploma of Production Engineering of the Perth Technical College or its equivalent appropriate to the work in which he is engaged; and
 - (c) who is required to perform the duties of planning of operations and/or methods and/or processes including the estimation of requirements of labour, tools or other equipment for the production of plant or equipment or components or goods by engineering processes and who, in carrying out such work is required to apply the skill acquired pursuant to the provisions of paragraphs (a) and (b) hereof.
 - (d) Notwithstanding the provisions of paragraphs (a) and (b) hereof, a worker who has been working for six months continuous performing work which is of the same nature as required by paragraph (c) hereof and which requires the application of a similar standard of knowledge and/or engineering experience which has been acquired by means other than as provided for in paragraphs (a) and (b) hereof shall be deemed to be a production planner for the purposes of this award.
- (13) "Technical Officer" - A technical officer shall mean an adult worker -
- (a)
 - (i) who has been engaged for at least four years as a technical assistant or who has had two years' experience as a technician, or who has had training deemed by the employer to be equivalent thereto; and
 - (ii) who has received a diploma from a State Education Department or Technical Education Department such as the Mechanical Engineering Diploma, Electrical Engineering Diploma, Chemistry Diploma or Metallurgy Diploma appropriate to the work in which he is engaged or its equivalent; and
 - (b) who is required to perform technical duties as a specific field of engineering or scientific practice, such as research, development, laboratory and/or engineering activities, and who in carrying out such work is required to apply the skill acquired pursuant to the provisions of sub-paragraphs (a)(i) and (ii) hereof.
 - (c) Notwithstanding the provisions of sub-paragraphs (a)(i) and (ii) hereof, an employer shall classify an employee as a technical officer who for six months satisfactorily performs work which is of the same nature as required by paragraph (b) hereof and which requires the application of a similar standard of knowledge and/or engineering or scientific experience which has been acquired by other means than as provided for in sub-paragraphs (a)(i) and (ii) hereof.
- (14) "Tracer" - A tracer shall mean a worker engaged mainly upon tracing work.
- (15) (a) "Casual Employee" A casual employee shall mean an employee, other than one engaged as a full time employee or part time employee, who is employed for sixteen consecutive weeks or less. Such employee shall be paid by the hour and the hourly rate shall be calculated pro rata to the weekly rate for the class of work performed plus twenty per cent in addition to the ordinary rate prescribed in this Award.
- (b) Notwithstanding subclause (a) Bristle may engage casual employees for a period of not more than 6 months duration.
- (16) "Part-time Employee" - A part-time employee shall mean an employee who regularly works less than the ordinary hours of work prescribed in Clause 8. - Hours of Work of this award for the establishment in which he is employed.

- (17) Any dispute arising in respect to the classification of a worker under this clause may be referred to and determined by the Board of Reference provided for under Clause 26. - Board of Reference of this award.

7. - WAGES

The following shall be the minimum rates of wages payable to employees covered by this Award -

- (1) Trainee Draughtsperson (expressed as a percentage of the "First Year of Experience" rate of wage provided in subclause (3)(a) of this clause, and calculated to the nearest ten cents)

	%
17 years of age and under	52
18 years of age	62
19 years of age	75
20 years of age	88

- (2) (a) 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.

	Wage Per Week	Arbitrated Safety Net Adjustment	Total Rate Per Week
Adult Tracers	\$	\$	\$
First year of experience	331.70	495.40	827.10
Thereafter	343.80	496.90	840.70

- (3) Adult Employees

	Wage Per Week	Supple- mentary payment	Arbitrated Safety Net Adjustment	Total Rate Per Week
(a) Draughtsperson-Detail Assistant				
Survey Draughtsperson				
Planning Assistant				
Technical Assistant				
Assistant Estimator				
First year of experience	363.60	34.10	504.00	901.70
Second year of experience	378.10	27.60	505.00	910.70
Third year of experience	399.60	18.80	511.70	930.10
Fourth year of experience	419.60	11.60	514.50	945.70
Thereafter	440.30	3.10	517.20	960.60

Provided that where an employee has been classified in a higher tradesperson classification such as toolmaker or patternmaker immediately prior to being classified as a draughtsperson - detail or assistant survey draughtsperson, he/she shall commence on the second year of the scale.

		Wage Per Week	Arbitrated Safety Net Adjustment	Total Rate Per Week
(b)	Draughtsperson-Senior Detail			
	Survey Draughtsperson			
	Planning Technician			
	Technician Estimator			
	First year of experience	452.50	519.00	971.50
	Second year of experience	468.80	519.90	988.70
	Thereafter	485.40	523.50	1008.90
(c)	Draughtsperson-Designing/Senior			
	Survey Draughtsperson			
	Production Planner			
	Technical Officer			
	Senior Estimator			
	First year of experience	497.90	526.10	1024.00
	Second year of experience	518.60	528.10	1046.70
	Thereafter	542.90	535.50	1078.40
(4)	An employee subject to this award, who in addition to their ordinary duties, is required to supervise the work of three or more employees shall, in addition to the rate prescribed herein for their class of work performed, be paid per week the following allowances -			
(a)	In the case of a draughtsperson detail, assistant survey draughtsperson, planning assistant or technical assistant			32.20
(b)	In the case of a draughtsperson, senior detail, survey draughtsperson, planning technician or technician			36.90
(c)	In the case of a draughtsperson, designing, senior survey draughtsperson, production planner or technical officer			41.60
(d)	In the case of a tracer			16.40
	unless such an employee is required to supervise the work of 10 or more other employees when the allowance shall be -			
(i)	for an employee classified in paragraph (a) above			41.60
(ii)	for an employee classified in paragraph (b) above			45.80
(iii)	for an employee classified in paragraph (c) above			50.30
(iv)	for an employee classified in paragraph (d) above			28.20
(5)	(a)	The supplementary payment payable to adult employees in paragraph (a) of subclause (3) of this clause and to trainee draughtspersons in subclause (1) is pursuant to the provisions of this subclause:		
	(i)	Shall be for all purposes of the Award;		
	(ii)	Shall be reduced by the amount of any payment being made to that employee in addition to the said rates otherwise than pursuant to the provisions of this subclause, whether such payment is being made by virtue of any Order, Industrial Agreement or other agreement or arrangement.		
(6)	The rate prescribed for any classification in subclause (3) of this clause is not amended by subclause (5) of this clause and shall not, for the purpose of any other Award, Order, Industrial Agreement or other agreement or arrangement, be deemed to have been so amended.			
(7)	Structural Efficiency			

- (a) Arising out of the decision of 8 September 1989 in the State Wage Case 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 developing a proposal for 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 more broadly based and generic in nature;
 - (ii) state that wage increases arising from broadbanning and any adjustment of minimum rates which may occur, are subject to absorption into existing overaward payments;
 - (iii) will make provisions of an exemption for employers from the requirement to pay any increases arising from the broadbanning and any minimum rates adjustments which may occur;
 - (iv) intend to substitute the existing provisions of Clause 7 with a new wage classification structure and to make any consequential amendments no later than November 1990 or earlier if agreed between the parties and approved by the Western Australian Industrial Relations Commission;
 - (v) undertake that upon any 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;
 - (vi) will co-operate in any transition which may arise from the existing classification structure to a proposed new structure to ensure that any 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 and 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.

8. - HOURS OF WORK

- (1) (a) The ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases -
 - (i) 38 hours within a work cycle not exceeding seven consecutive days; or
 - (ii) 76 hours within a work cycle not exceeding fourteen consecutive days; or

- (iii) 114 hours within a work cycle not exceeding twenty-one consecutive days; or
 - (iv) 152 hours within a work cycle not exceeding twenty-eight consecutive days.
- (b) The method of implementation of the 38 hour week may be any one of the following -
- (i) by employees working less than eight ordinary hours each day; or
 - (ii) by employees working less than eight ordinary hours on one or more days each week; or
 - (iii) by fixing one day of ordinary working hours on which all employees will be off duty during a particular work cycle; or
 - (iv) by rostering employees off duty on various days of the week during a particular work cycle so that each employee has one day of ordinary working hours off duty during that cycle.
- (2) The ordinary hours of work shall be worked between 6.00 a.m. and 6.00 p.m. Monday to Friday. Provided that such spread of hours may be altered by agreement between the employer and employee concerned, or the majority of employees in an establishment or section or sections concerned.
- (3) Employees shall be allowed to partake of refreshment in the morning and in the afternoon providing they do not cease work.
- (4) Notwithstanding the provisions of subclause (1) of this clause and subclause (1) of Clause 13. - Overtime, and subject to agreement between the employer, the employee and the union the ordinary hours may be worked within a flexible system the conditions of which shall be in writing.

9. - CAR ALLOWANCE

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

RATES OF ALLOWANCE FOR USE OF EMPLOYEE'S OWN VEHICLE ON EMPLOYER'S BUSINESS

Area and Details	Engine Displacement (In Cubic Centimetres)	
	Over 1600ccc/km	1600cc and underc/km
Metropolitan Area:		
First 8,000 kilometres	68.8	50.1
Over 8,000 kilometres	44.5	33.5
South West Land Division:		
First 8,000 kilometres	70.4	51.6
Over 8,000 kilometres	45.6	34.4

North of 23.5 degrees South Latitude		
First 8,000 kilometres	78.9	58.3
Over 8,000 kilometres	50.5	38.2
Rest of the State:		
First 8,000 kilometres	73.3	53.6
Over 8,000 kilometres	47.4	35.8

- (4) "Metropolitan Area" means that area within a radius of fifty kilometres from the Perth Railway Station.

"South West Land Division" means the South West Land Division as defined by Section 28 of the Land Act 1933-1971 excluding the area contained within the Metropolitan Area.

10. - FARES AND TRAVELLING TIME

- (1) (a) A worker who, on any day, or from day to day is required to work at a job away from his accustomed workshop or depot shall, at the direction of his employer, present himself for work at such job at the usual starting time.
- (b) A worker to whom paragraph (a) of this subclause applies shall be paid at ordinary rates for time spent in travelling between his home and the job and shall be reimbursed for any fares incurred in such travelling, but only to the extent that the time so spent and the fares so incurred exceed the time normally spent and the fares normally incurred in travelling between his home and his accustomed workshop or depot.
- (c) A worker who with the approval of his employer uses his own means of transport for travelling to or from outside jobs shall be paid the amount of excess fares and travelling time which he would have incurred in using public transport unless he has an arrangement with his employer for a regular allowance.
- (2) For travelling during working hours from and to the employer's place of business or from one job to another, a worker shall be paid by the employer at ordinary rates. The employer shall pay all fares and reasonable expenses in connection with such travelling.

11. - DISTANT WORK

- (1) Where a worker is directed by his employer to proceed to work at such a distance that he cannot return to his home each night and the worker does so, the employer shall provide the worker with suitable board and lodging or shall pay the expenses reasonably incurred by the worker for board and lodging.
- (2) The provisions of subclause (1) of this clause do not apply with respect to any period during which the worker is absent from work without reasonable excuse and in such a case, where the board and lodging is supplied by the employer, he may deduct from moneys owing or which may become owing to the worker an amount equivalent to the value of the board and lodging for the period of the absence.
- (3) (a) The employer shall pay all reasonable expenses including fares, transport of tools, meals and, if necessary, suitable overnight accommodation incurred by a worker who is directed by his employer to proceed to work pursuant to subclause (1) of this clause and who complies with such direction.
- (b) The worker shall be paid at ordinary rate of payment for the time up to a maximum of eight hours in any one day incurred in travelling pursuant to the employer's direction.
- (4) A worker to whom the provisions of subclause (1) of this clause apply shall be paid an allowance of \$18.40 for any weekend that he returns to his home from the job but only if -
- (a) he advises the employer or his agent of his intention no later than the Tuesday immediately preceding the weekend in which he so returns;
- (b) he is not required for work during that weekend;

- (c) he returns to the job on the first working day following the weekend; and
 - (d) the employer does not provide or offer to provide suitable transport.
- (5) Where a worker, supplied with board and lodging by his employer, is required to live more than 800 metres from the job he shall be provided with suitable transport to and from that job or be paid an allowance of \$8.40 per day provided that where the time actually spent in travelling either to or from the job exceeds twenty minutes, that excess time shall be paid for at ordinary rates whether or not suitable transport is supplied by the employer.

12. - TRAINEE DRAUGHTSMEN

- (1) Trainee draughtsmen may be employed in the proportion of one trainee draughtsman for every two or fraction of two adult draughtsmen.
- (2) Where daytime classes in connection with a certificate or diploma course appropriate to a trainee draughtsman's employment are available, the trainee shall be allowed time off from work without loss of pay to attend such classes but not for a period exceeding that which would apply in the case of an apprentice in the establishment in which he is employed.

13. - OVERTIME

- (1) All time worked before the usual starting time or after the usual finishing time on any day Monday to Friday, inclusive, shall be paid for at the rate of time and one-half for the first two hours and double time thereafter.
- (2)
 - (a) Work done on Saturdays after 12 noon or on Sundays shall be paid for at the rate of double time.
 - (b) Work done on any day prescribed as a holiday under this award shall be paid for at the rate of double time and one-half.
- (3) Work done on a Saturday prior to 12 noon shall be paid for at the rate of time and one-half for the first two hours and double time thereafter.
- (4)
 - (a) 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.
 - (b) 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.
 - (c) 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 time 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.
- (5) When a worker is recalled to work after leaving the job he shall be paid for at least three hours at overtime rates.
- (6) An employee shall not be compelled to work for more than five hours without a break for a meal.
- (7)
 - (a) An employee required to work overtime for more than two hours without being notified on the previous day or earlier that he will be so required to work shall be supplied with a meal by the employer or paid \$8.45 for a meal.

- (b) If the amount of overtime required to be worked necessitates a second or subsequent meal the employer shall provide such meals or pay an amount of \$5.95 for each second or subsequent meal unless he has notified the employee concerned on the previous day or earlier that such second or subsequent meal will also be required.
 - (c) No meal need be provided or payment made to an employee living in the same locality as his usual place of work who can reasonably return home for any such meal.
 - (d) If an employee in consequence of receiving such notice has provided himself with a meal or meals and is not required to work overtime or is required to work less overtime than notified, he shall be paid the amounts above prescribed in respect of the meals not then required.
- (8) (a) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.
- (b) No organisation party to this award, or worker or workers covered by this award, shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

14. - 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 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 a 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 the 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 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 Employees
- (a) A replacement employee is an employee specifically engaged as a result of a 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 engage 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.

15. - LOWER AND HIGHER GRADE DUTIES

- (1) A worker who is called upon to perform work of a lower grade than that in which he is normally engaged shall suffer no reduction in his wage on that account.

- (2) A worker who is called upon to perform work of a higher grade than that in which he is normally engaged shall be paid for the time so employed at the rate of the first year of the grading of the worker whose duties he is performing.

16. - HOLIDAYS

- (1) (a) The following days or the days observed in lieu shall subject to this clause and to Clause 13. - Overtime, be allowed as holidays without deduction of pay, namely:- New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Anzac 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 employer and employee, in lieu of any of the days named in this subclause.
- (b) When any of the days mentioned in paragraph (a) hereof falls on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.
- (2) On any public holiday not prescribed as a holiday under this award, the employer's establishment or place of business may be closed, in which case a worker need not present himself for duty and payment may be deducted, but if work be done, ordinary rates of pay shall apply.
- (3) The provisions of this clause shall not apply to a casual worker.
- (4) The provisions of this clause shall not apply to any worker employed by an employer in a mining industry covered by this award and in such a case the existing practice shall continue to operate.

17. - ANNUAL LEAVE

- (1) Except as hereinafter provided a period of four consecutive weeks leave with payment of ordinary wages as prescribed by this award for his classification shall be allowed annually to a worker by his employer after a period of twelve months' continuous service with such employer which is completed on or after the 1st day of April, 1975.
- (2) (a) During a period of annual leave a worker shall be paid a loading of 17 1/2% calculated on his ordinary wage as prescribed by this award for his classification.
- (b) The loading prescribed by this subclause shall not apply to proportionate leave on termination.
- (3) If any prescribed holiday falls within a worker's period of annual leave and is observed on a day which in the case of that worker would have been an ordinary working day there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid.
- (4) (a) If after one month's continuous service in any qualifying period an employee leaves his employment or his employment is terminated by the employer through no fault of the employee, the employee shall be paid one thirteenth of a week's pay at his ordinary rate of wage in respect of each completed week of continuous service.
- (b) In addition to any payment to which he may be entitled under paragraph (a) of this subclause a worker whose employment terminates after he has completed a twelve monthly qualifying period and who has not been allowed the leave prescribed under this award in respect of that qualifying period shall be given payment in lieu of that leave or, in a case to which subclause (7) and (8) of this clause applies, in lieu of so much of that leave as has not been allowed, unless
-
- (i) he has been justifiably dismissed for misconduct; and

- (ii) the misconduct for which he has been dismissed occurred prior to the completion of the qualifying period.
- (5) Any time in respect of which a worker is absent from work except time for which he is entitled to claim sick pay or time spent on holidays or annual leave as prescribed by the award shall not count for the purpose of determining his right to annual leave.
- (6) In the event of a worker being employed by an employer for portion only of a year, he shall only be entitled, subject to paragraph (a) of subclause (4) of this clause to such leave on full pay as is proportionate to his length of service during that period with such employer, and if such leave is not equal to the leave given to the other workers he shall not be entitled to work or pay whilst the other workers of such employer are on leave on full pay.
- (7) In special circumstances and by mutual consent of the employer the worker and the union concerned, annual leave may be taken in not more than two periods.
- (8) Notwithstanding anything else herein contained an employer who observes a Christmas closedown for the purpose of granting annual leave may require a worker to take his annual leave in not more than two periods but neither of such periods shall be less than one week.
- (9) Notwithstanding anything else contained herein, an employer may grant an employee short term annual leave of up to five days during any 12 month period.
- (10) No worker shall be required to take his annual leave unless four weeks' prior notice is given.
- (11) The provisions of this clause shall not apply to a casual worker.

18. - 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 according with the following provisions.
 - (b) Entitlement to payment shall accrue at the rate of one sixth of a week for each completed month of service with the employer.
 - (c) If in the first or successive years of service with the employer 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 inability to attend for work, the nature of his illness or injury and the estimated duration of the absence. Provided that such advice, other than in extraordinary circumstances shall be given to the employer within 24 hours of the commencement of the absence.
- (4) The provisions of this clause do not apply to 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 the first two absences of two days or less in any 12-month period.

- (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 17. - 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 17. - Annual Leave shall be deemed to have been paid with respect to the replaced annual leave.
- (6) Where a business has been transmitted from one employer to another and the employee's service has been deemed continuous in accordance with subclause (3) of clause (2) of the Long Service Leave provisions published in volume 60 of the Western Australian Industrial Gazette at pages 1-6, the paid sick leave standing to the credit of the employee at the date of transmission from service with the transmitter shall stand to the credit of the employee at the commencement of service with the transferee and may be claimed in accordance with the provisions of this clause.
- (7) The provisions of this clause with respect to payment do not apply to employees who are entitled to payment under the Workers' Compensation Act nor to employees whose injury or illness is the result of the employee's own misconduct.
- (8) The provisions of this clause do not apply to casual employees.

19. - TERMINATION OF EMPLOYMENT

- (1) Except in the case of a casual whose engagement shall be by the hour, the contract of hire of every worker shall be weekly and terminable by one week's notice on either side given on any day or, in the event of such notice not being given, by the payment of one week's pay by the employer or the forfeiture of one week's pay by the worker.
- (2) The employer shall be under no obligation to pay for any day not worked upon which the worker is required to present himself for duty, except where such absence from work is due to illness and comes within the provisions of Clause 18. - Absence Through Sickness or such absence is on account of holidays to which the worker is entitled under the provisions of this award.
- (3) The employer shall be entitled to deduct payment for any day or portion of a day upon which the worker cannot be usefully employed because of any strike by the union or unions affiliated with it or by any other association or union or through the breakdown of the employer's machinery or any stoppage of work for any cause which the employer cannot reasonably prevent.

20. - MEAL BREAK

- (1) Not less than thirty minutes nor more than one hour shall be allowed for a meal each day between the hours of 11.30 a.m. and 2 p.m. Monday to Friday inclusive.
- (2) When a worker is required for duty during any meal time whereby his meal time is postponed for more than one hour, he shall be paid at overtime rates until he gets his meal.

21. - LONG SERVICE LEAVE

The Long Service Leave provisions published in Volume 58 of the Western Australian Industrial Gazette at pages 1 to 6 both inclusive, are hereby incorporated in and shall be deemed to be part of this award.

22. - MISCELLANEOUS

- (1) The employer shall provide each worker with a locker or drawer with a lock and key wherein the equipment ordinarily required for the performance of his duties may be kept and the employer shall thereby be relieved of responsibility for the loss of such equipment, except in the case of loss by fire.
- (2)
 - (a) The employer shall have available a sufficient supply of protective equipment (as, for example, glasses, ear protectors, gumboots, helmets, overalls, dust coats or other efficient substitutes thereof) for use by his workers when employed on work for which protective equipment is reasonably necessary.
 - (b) A worker shall sign an acknowledgement when he receives any article of protective equipment and shall return that article to the employer when he has finished using it or on leaving his employment.
- (3) Adequate lighting shall be provided within the limit of the S.A.A. Code on Artificial Lighting of Buildings (A.S. CA30-1965) as follows:-

Draughting Offices	
General Areas	300 LUX
* Boards	500 LUX

*Denotes tasks where precautions against reflecting glare are essential.
- (4) The employer shall provide a notice board for the posting of union notices.

23. - CERTIFICATE OF SERVICE

Upon termination of employment the employer when requested by the worker, shall provide him with a certificate of service stating length of service, duties performed and classification of office.

24. - RIGHT OF ENTRY

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

A duly accredited representative of The Association of Architects, Engineers, Surveyors and Draughtsmen of Australia, Union of Workers, Western Australian Division, shall be permitted to interview any worker covered by this award on legitimate union business on the business premises of his employer during the recognised meal break of the worker.

Provided that this permission shall not be exercised more than once in any one week without the consent of the employer.

Provided further that the duly accredited representative shall notify the employer beforehand of his intention to exercise his rights under this clause.

25. - RECORD

- (1) A record, or records, shall be kept in each establishment by the employer wherein shall be entered -
 - (a) The name of each employee.
 - (b) The age of each employee under the age of twenty one years.
 - (c) The nature of the work performed by each employee.
 - (d) The classification of each employee and the year of experience level attained.
 - (e) The daily hours, including overtime (if any), worked by each employee.
 - (f) The weekly wage paid, including overtime (if any), to each employee and the employee's signature acknowledging such payment, if correct.

Such record, or records, shall be open to a duly accredited representative of the union during the usual business hours for the purpose of inspecting and recording such information.

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

- (2) Where, notwithstanding the provisions of Clause 24. - Right of Entry of this award, a duly accredited representative of the union has not been able to interview a worker covered by this award the employer, on request and on being satisfied that the said representative has attempted on at least two occasions to conduct such an interview, shall inform the union representative of the worker's last known place of residence.

26. - BOARD OF REFERENCE

- (1) The Commission hereby appoints for the purposes of this award a Board of Reference consisting of a chairman and two other members who shall be appointed pursuant to Regulation 52 of the Industrial Arbitration Act (Industrial Commission) Regulations 1974.
- (2) The Board of Reference is hereby assigned the function of allowing, approving, fixing, determining or dealing with any matter which, under this award, may be allowed, approved, fixed, determined or dealt with by a Board of Reference.

27. - NO REDUCTION

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

28. - JUNIOR WORKERS CERTIFICATE

- (1) A junior worker shall upon being engaged, if required, furnish the employer with a certificate containing the following particulars:-
 - (a) Name in full.

- (b) Age and date of birth.
- (2) No worker shall have any claim upon an employer for additional pay in the event of the age of the worker being wrongly stated in the certificate. If any junior worker shall wilfully misstate his age in the certificate he alone shall be guilty of a breach of this award, and in the event of a worker having received a higher rate than that to which he was entitled he shall make restitution to the employer.
- (3) The certificate shall be available for inspection by an accredited representative of the union in the manner in which the Time and Wages Record is open for inspection.

29. - AGED AND INFIRM WORKERS

- (1) Any worker who by reason of old age or infirmity is unable to earn the minimum wage may be paid such lesser wage as may from time to time be agreed upon in writing between the union and the employer concerned.
- (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 of Reference and pending the decision of the Board, the worker shall be entitled to work for and be employed at the proposed lesser rate.

30. - PREFERENCE TO UNIONISTS

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

31. - BEREAVEMENT LEAVE

- (1) A worker, other than a casual worker, shall, on the death within Australia of a wife, husband, father, mother, brother, sister, child or stepchild, be entitled on notice of leave up to and including the day of the funeral of such relation and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the worker in two ordinary working days. Proof of such death shall be furnished by the worker to the satisfaction of his employer.
- (2) Payment in respect of compassionate leave is to be made only where the worker otherwise would have been on duty and shall not be granted in any case where the worker concerned would have been off duty in accordance with any shift roster or on long service leave, annual leave, sick leave, workers' compensation, leave without pay or on a public holiday.

32. - LOCATION ALLOWANCES

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

<u>TOWN</u>	<u>PER WEEK</u>
Agnew	\$23.60
Argyle	\$63.50
Balladonia	\$24.60
Barrow Island	\$41.30
Boulder	\$10.10
Broome	\$38.10
Bullfinch	\$11.00
Carnarvon	\$19.50
Cockatoo Island	\$41.70

Coolgardie	\$10.10
Cue	\$24.30
Dampier	\$33.20
Denham	\$19.50
Derby	\$39.50
Esperance	\$6.80
Eucla	\$26.50
Exmouth	\$34.90
Fitzroy Crossing	\$48.10
Halls Creek	\$55.70
Kalbarri	\$8.50
Kalgoorlie	\$10.10
Kambalda	\$10.10
Karratha	\$39.90
Koolan Island	\$41.70
Koolyanobbing	\$11.00
Kununurra	\$63.50
Laverton	\$24.20
Learmonth	\$34.90
Leinster	\$23.60
Leonora	\$24.20
Madura	\$25.60
Marble Bar	\$61.70
Meekatharra	\$21.00
Mount Magnet	\$26.30
Mundrabilla	\$26.10
Newman	\$22.70
Norseman	\$21.00
Nullagine	\$61.60
Onslow	\$41.30
Pannawonica	\$30.90
Paraburdoo	\$30.70
Port Hedland	\$33.00
Ravensthorpe	\$12.40
Roebourne	\$46.00
Sandstone	\$23.60
Shark Bay	\$19.50
Southern Cross	\$11.00
Telfer	\$56.60
Teutonic Bore	\$23.60
Tom Price	\$30.70
Whim Creek	\$39.50
Wickham	\$38.10
Wiluna	\$23.80
Wyndham	\$59.40

- (2) Except as provided in subclause (3) of this clause, an employee who has:
- (a) a dependant shall be paid double the allowance prescribed in subclause (1) of this clause;
 - (b) a partial dependant shall be paid the allowance prescribed in subclause (1) of this clause plus the difference between that rate and the amount such partial dependant is receiving by way of a district or location allowance.
- (3) Where an employee:
- (a) is provided with board and lodging by their employer, free of charge; or

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

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

- (4) Subject to subclause (2) of this clause, junior employees, casual employees, part time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.
- (5) Where an employee is on annual leave or receives payment in lieu of annual leave they shall be paid for the period of such leave the location allowance to which they would ordinarily be entitled.
- (6) Where an employee is on long service leave or other approved leave with pay (other than annual leave) they shall only be paid location allowance for the period of such leave they remain in the location in which they are employed.
- (7) For the purposes of this clause:
- (a) "Dependant" shall mean -
- (i) a spouse or defacto partner; or
- (ii) a child where there is no spouse or defacto partner;
- who does not receive a location allowance or who, if in receipt of a salary or wage package, receives no consideration for which the location allowance is payable pursuant to the provisions of this clause.
- (b) "Partial Dependant" shall mean a "dependant" as prescribed in paragraph (a) of this subclause who receives a location allowance which is less than the location allowance prescribed in subclause (1) of this clause or who, if in receipt of a salary or wage package, receives less than a full consideration for which the location allowance is payable pursuant to the provisions of this clause.
- (8) Where an employee is employed in a town or location not specified in this clause the allowance payable for the purpose of subclause (1) of this clause shall be such amount as may be agreed between Australian Mines and Metals Association, the Chamber of Commerce and Industry of Western Australia and UnionsWA or, failing such agreement, as may be determined by the Commission.
- (9) Subject to the making of a General Order pursuant to s.50 of the Act, that part of each location allowance representing prices shall be varied from the beginning of the first pay period commencing on or after the 1st day in July of each year in accordance with the annual percentage change in the Consumer Price Index (excluding housing) for Perth, measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.

33. - LIBERTY TO APPLY

Leave is hereby reserved to the employers bound by this award to apply to delete or amend the provisions of subclauses (9), (11) and (13) of Clause 6. - Definitions of this award and to the union to apply to amend that clause and Clause 7. - Wages with respect to "Supervisors".

35. - PAYMENT OF WAGES

Wages may be paid by cash, cheque or directly deposited into an employee's bank account, at the discretion of the employer.

36. - SHIFT WORK

- (1) The provisions of this clause apply to shift work, whether continuous or otherwise.
- (2) An employer may work the establishment on shifts, but before doing so shall give notice of the intention to the union or unions concerned and of the intended starting and finishing times of ordinary working hours of the respective shifts.
- (3) (a) Where any particular process is carried out on shifts other than day shift, and less than five consecutive afternoon night shifts are worked on that process, then employees employed on such afternoon or night shifts shall be paid at overtime rates.

Provided that where the ordinary hours of work normally worked in an establishment are worked on less than five days, then the provisions of paragraph (a) shall be as if four consecutive shifts were substituted for five consecutive shifts.
- (b) The sequence of work shall not be deemed to be broken under the preceding paragraph by reason of the fact that work on the process is not carried out on a Saturday or Sunday, or any other day that the employee observes a shut down for the purpose of allowing a 38 hour week, or on any holiday.
- (4) Where a shift commences at or after 11.00 p.m. on any day, the whole of that shift shall be deemed, for the purposes of this Award, to have been worked on the following day.
- (5) A shift employee, when on afternoon or night shift, shall be paid for such shift 15% more than the employee's ordinary rate prescribed by this Award.
- (6) (a) All work performed on a rostered shift, when the major portion of such shift falls in a Saturday, Sunday or a holiday, shall be paid for as follows -

Saturday - at the rate of time and one half

Sunday - at the rate of time and three quarters

Holidays - at the rate of double time
- (b) These rates shall be paid in lieu of the shift allowances prescribed in subclause (5) of this clause.
- (7) A continuous shift employee who is not required to work on a holiday which falls on the employee's rostered day off shall be allowed a day's leave with pay to be added to annual leave, or taken at some other time if the employee so agrees.

37. - DISPUTE SETTLEMENT PROCEDURES

- (1) Any grievance, complaint, claim or dispute between an employer and the union or an employer and his/her employees, shall be settled in accordance with the procedures set out herein.
- (2) Normal work shall continue until any grievance, complaint, claim or dispute is settled in accordance with this procedure.

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed -

- (a) The employee(s) concerned shall discuss the matter with the immediate supervisor. If the matter cannot be resolved at this level the supervisor shall refer the matter to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly.
- (b) The senior officer shall, if he/she is able, answer the matter raised if he/she is not so able, refer the matter to the employer for attention, and the employee(s) shall be advised accordingly.

- (c) (i) If the matter has been referred in accordance with paragraph (b) above the employee(s) or his/her shop steward may notify the Union Secretary or his/her nominee, so that he/she may have the opportunity of discussing the matter with the employer.
- (ii) The employer shall, after considering the matter before it, advise the employee(s) or, where necessary, the union of its decision.
- (d) Should the matter remain in dispute after the above processes have been exhausted either party may refer the matter to the Western Australian Industrial Relations Commission.

38. - TECHNOLOGY AND SKILLS

- (1) The employer may introduce new technology and methods of work. Employees shall take all reasonable steps to facilitate such proposals including, where necessary, the upgrading of personal work skills through appropriate training.
- (2) C.A.D. system operation is an ordinary part of an employee's duties under this Award.

39. - SUPERANNUATION

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

(1) **Definitions**

In this clause:

- (a) "Approved Occupational Superannuation Fund" means a superannuation fund which complies with the Occupational Superannuation Standards Act, 1987.
- (b) "Ordinary Time Earnings" means the base classification rate, including supplementary payments where appropriate, in charge rates, shift penalties and any overaward payments, together with any other all purpose allowance or penalty payments for work in ordinary time but shall exclude any payments for overtime worked, vehicle allowance, fares or travelling time allowances (including payments for travelling relating to distant work), commission or bonus.
- (c) "Eligible Employee" means a weekly employee whose employment is regulated by this Award who has completed one month's continuous service with the employer and who is or becomes a member of a fund.
- (d) "Trustees" means the trustee of the relevant funds.

(2) **Choice of Fund**

- (a) (i) The employer shall make the superannuation contribution or improvements to any fund agreed between the employer and the employees, provided that such fund complies with the Occupational Superannuation Act, 1987.
- (ii) Provided that an employer shall not be compelled to contribute to more than one fund in respect of eligible employees employed under this award.
- (b) In any circumstances in which a union respondent to this Award is concerned about a fund selected pursuant to this subclause, such union may challenge before the Western Australian Industrial Relations Commission, the suitability of the fund within six months of the date of operation of this clause or the date of fund selection, whichever is the latter.

(3) **Contributions**

- (a) An employer shall, subject to subclause (10) of this clause contribute to a fund chosen in accordance with subclause (2) of this clause in respect of each eligible employee an amount equal to 3% of each employee's ordinary time earnings with effect from the first pay period on or after 1 August 1991 or the date upon which an employee becomes an 'eligible' employee.
- (b) Employer contributions together with any employee contributions shall be paid in accordance with fund rules for pay periods completed provided that payments may be made at such other times and in such other manner as may be agreed in writing between the Trustees of the fund and the employer from time to time.
- (c) Absence from work:
 - (i) Paid Leave

Contributions shall continue whilst a member of a fund is absent on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave.
 - (ii) Unpaid Leave

Contributions shall not be required to be made in respect of any absence from work without pay.
- (d) Sickness and Work Related Injury

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

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

(4) Employer to Continue Participation

An employer who participates in the fund shall not cease participation in the fund whilst employing any eligible employee but the obligation of the employer to contribute to the fund in respect of an eligible employee shall cease on the last day of an eligible employee's employment with the employer.

(5) Employer's Failure To Participate In Funds

- (a) Where an employer has failed to make application to participate in a fund or has failed to make payments to a fund, the employer shall be required to make application to participate in a fund or to make payments to a fund within seven days of the failure being brought to the employer's attention by an employee of the employer or the Association of Draughting, Supervisory and Technical Employees Western Australian Branch.
- (b) Where there has been a failure to make application to participate in a fund, upon acceptance by the Trustee the employer shall make a once only contribution to a fund in respect of each eligible employee equivalent to the contributions which would otherwise have been payable in accordance with this clause.

(6) Employee's Additional Voluntary Contributions

Where the rules of the fund allow an eligible employee to make additional contributions to the fund and the employer shall, where an election is made upon the direction of the employee, deduct contributions from the employee's wages and pay them to the fund in accordance with the direction of the employee and the rules of the fund.

(7) **Suspension**

- (a) Where, pursuant to subclause (2)(b) of this clause, the union challenges an employer's choice of fund, the employer shall not make contributions to that fund until the dispute has been resolved by the Western Australian Industrial Relations Commission.
- (b) The contributions not made pursuant to paragraph (a) above shall be made to the appropriate fund in accordance with subclause (3)(a) following the resolution of the dispute by the Western Australian Industrial Relations Commission.

(8) **Employee Entry Into Fund**

- (a) The employer must provide an employee with an application to join the fund within three months of the operative date of this clause or within three months of an employee commencing employment, whichever is the later.
- (b) The employer is not eligible to make contributions to a fund:
 - (i) where an employee has completed a letter of denial; or
 - (ii) in the event the employee elects not to join the fund, the employee shall remind the employer, in writing, of his/her entitlements, within a period of a further six months. Should an employee subsequently complete the necessary forms and become a member of the fund, the contributions prescribed shall commence from the pay period commencing after the employee has become an eligible employee.
- (c) If the employer fails to provide the employee with the application form referred to in paragraph (a) within the time prescribed in that paragraph the employer shall be obliged to make contributions as if the application had been provided within the prescribed time, provided that the employee returns the application within three months of being provided with the application by the employer.
- (d) In the event that an employee terminates employment with one employer and commences employment with another employer, the latter employer being a participating employer in the same fund as the former employer then the provisions of this subclause do not apply to the latter employer.
- (e) 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 any contributions made on my behalf.

(Signature)

(Name)

(Address)

(Classification)

(Date)"

- (f) A copy of this letter of denial shall be forwarded to the union and the Trustees.

(9) Exemption

- (a) This clause shall be deemed to be satisfied by any employer who, as at the date of becoming respondent to this Award, is already satisfying and continues to satisfy the requirements of subclause (3) of this clause by providing new or improved superannuation benefits or contributions equivalent to 3% of ordinary time earnings and in accordance with the Act and Regulations.
- (b) Leave is reserved to any employer to apply for exemption from this clause on the grounds of the standard of existing superannuation arrangements provided by the employer, or the employer's financial capacity to pay.
- (c) This clause shall not apply to:

The Broken Hill Proprietary Company Limited, Tubemakers of Australia Limited or Alcoa of Australia Limited or any corporation which is a related corporation (within the meaning of the Companies Act 1981) of any of the aforementioned Companies.
- (d) The provisions of this clause shall not apply to any employer who has entered into an arrangement to pay superannuation contributions into any other approved occupational superannuation fund and such arrangement has been ratified by the Western Australian Industrial Relations Commission.

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.

SCHEDULE OF RESPONDENTS

Aluminium Refining and/or Extrusion and/or Mining and/or Fabrication

Alcoa of Australia Ltd

Comalco Aluminium Ltd

Jason Industries Ltd

H.L. Brisbane & Wunderlich Ltd

Analytical and/or Testing Laboratories

Analytical Services Pty Ltd

Pilbara Laboratories Pty Ltd

Engineering X-ray Laboratories

Architectural Consultants

Forbes & Fitzhardinge

Baker R

Asbestos Cement

James Hardie & Co. Pty Ltd

Brewing

Swan Brewery Co. Ltd

Building Contractors

Geraldton Building Co. Pty Ltd

A.V. Jennings Industries (Aust.) Ltd

Casting, Foundry, Forging

B.H.B. Engineers Pty Ltd

Vickers Hadwa

Cement Products and/or Manufacturing

Swan Portland Cement Ltd

Cockburn Cement Pty Ltd

Humes Ltd

Rocla Concrete Pipes Ltd

Concrete Industries Monier Ltd

Chemicals and/or Fertilizers

Laporte Australia Sales Pty Ltd

Cresco Fertilizers (W.A.) Pty Ltd
Concrete Products Manufacturing
Concrete Industries Monier Ltd
H.L. Brisbane & Wunderlich Ltd
Rocla Concrete Pipes Ltd
Humes Ltd
Draughting Services
BSP Industries
Bolzonella G. Carlo & Associates
Complete Drafting & Design Service Pty Ltd
Carnegie Barry & Associate
Earthmoving Contractors
Bell Bros Pty Ltd
Leighton Contractors Pty Ltd
Electrical Engineers - Consulting
Bird Gerrard Pty Ltd
Engineering - Airconditioning
Sandovers O'Connor Pty Ltd
S.W. Hart & Co. Pty Ltd
Mitchell Cotts & Co. (W.A.) Pty Ltd
Engineers - Civil - Consulting and Mining
J.O. Clough & Son Pty Ltd
D.J. Fraser
Bechtel Pacific Corporation Ltd
Taylor Woodrow (Aust.) Pty Ltd
James Wallace Pty Ltd
Leighton Contractors Pty Ltd
Fluor Aust. Pty Ltd
John Holland Constructions Pty Ltd
Engineers - Communication

Lamson Engineering Australia Pty Ltd

Engineers - Constructional

Leighton Contractors Pty Ltd

Engineers - Diesel

Perkins Boilers (Aust.) Pty Ltd

Engineers - Electrical

Australian Electric Company

Engineers - Equipment and Material Distributing

Warman Equipment (International) Ltd

Engineers - Fabricating

Cyclone K.M. Products Pty Ltd

Fabricated Products Pty Ltd

Evans Deakin Engineering Ltd

Tubemakers of Australia Ltd

Vickers Hoskins Pty Ltd

Engineers - General

Alma Engineering Pty Ltd

Altona Engineering Co. Pty Ltd

A.R.C. Engineering Pty Ltd

Bouchers Industries Limited

Cockburn Engineering Pty Ltd

Crewe & Sons Pty Ltd

Electric Power Transmission Pty Ltd

Fremantle Foundry & Engineering Co. Pty Ltd

Fullin Engineering Pty Ltd

Vickers Hadwa Pty Ltd

Steel Mains Pty Ltd

Mitchell Cotts & Co. (W.A.) Pty Ltd

E. & L. Metcalf Pty Ltd

Evans Deakin Industries Ltd

Tomlinson Steel Ltd

Vickers Hoskins Pty Ltd

Warman Equipment International Ltd

Transfield (W.A.) Pty Ltd

Engineers - Motor Body Building

Freighter Industries Ltd

Howard Porter Pty Ltd

Engineers - Refrigeration

Mitchell Cotts & Co. (W.A.) Pty Ltd

S.W. Hart & Co. Pty Ltd

Cartwright Taylor Engineering Pty Ltd

Gordon Bros - Dwyer Pty Ltd

Engineers - Structural

Crewe & Sons Limited

Fire Protection Engineers

Wormald Bros International (Aust.) Pty Ltd

Lyons & Peirce Pty Ltd

Mining

Kalgoorlie Lake View Ltd

Oil Exploration

West Australian Petroleum Pty Ltd

Petroleum Products - Distributing

B.P. (Australia) Ltd

Shell Co. of Aust. Ltd

Pipe and Pipe Fittings - Earthenware

H.L. Brisbane & Wunderlich Ltd

Plastics and/or Moulding and/or Extrusion and/or Manufacturing

Gaydor Plastics Ltd

H.L. Brisbane & Wunderlich Ltd

Lusterite Plastic Ltd

Plumbing and/or Sheet Metal Products

S.W. Hart & Co. Pty Ltd
Sheet Metal Fabricators Spearwood Pty Ltd
Rheem Australia Ltd
Lyons & Peirce Pty Ltd
Quarrying
Australian Blue Metal Limited
Refrigeration and Electrical Appliances Manufacturing
Simpson Pope Ltd
Sheet Metal Fabrication and/or Manufacturing
Osborne Metal Industries Pty Ltd
Lyons & Peirce Pty Ltd
R.E. Arnold & Co. Pty Ltd
Hot Water Systems
Heatmaster
Rheem Australia Pty Ltd
S.W. Hart & Co. Pty Ltd
Ship Building and/or Repairing and/or Refitting
Dillingham Ship Yards (W.A.) Pty Ltd
James McLarty & Son Pty Ltd
F. Baguley & Co.
Evans Deakin Industries Ltd
Transfield (W.A.) Pty Ltd
Steel Pipe Manufacturing
Steel Mains Pty Ltd
Tubemakers of Australia Ltd
Steam Generator Manufacturing and/or Distributing
Steam Requirements Pty Ltd
Tomlinson Steel Ltd
Timber Products
Cullity Timber (Sales) Pty Ltd
Westralian Plywoods Pty Ltd

Millars (W.A.) Pty Ltd

Titanium Oxide Manufacturing and/or Ilmenite

La Porte Titanium (Aust.) Limited

Western Titanium N.L.

Tractor and/or Agricultural Industries

Chamberlain John Deere Pty Ltd

B.H.B. Engineers Pty Ltd

F. Baguley & Co.

Tubular Steel Framework Manufacturing

Jason Industries Ltd

Cyclone K.M. Products

Window Frame Manufacturing Metal

H.L. Brisbane & Wunderlich Ltd

Pillar Naco Products Pty Ltd

Boucher Industries Ltd

Jason Industries Limited

APPENDIX - S.49B - INSPECTION OF RECORDS REQUIREMENTS

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

DATED this 24th day of September, 1979.

VARIATION RECORD

THE DRAUGHTSMEN'S, TRACERS', PLANNERS' AND TECHNICAL OFFICERS' AWARD

NO.11 OF 1979.

Delivered 13/09/79 at 59 WAIG 1350

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

Section 93(6) Consolidation 27/06/88 at 68 WAIG 1641

Section 93(6) Consolidation 06/02/95 at 75 WAIG 487

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

1. Title

1A. State Wage Principles)

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

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

(1A. State Wage Principles December 1993)

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

(1A. Statement of Principles December 1994)

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

(1A. Statement of Principles March 1996)

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

(1A Statement of Principles - August 1996)

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

(1A. Statement of Principles - November 1997)

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

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

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

1B. Minimum Adult Award Wage

Ins. 1B	940/97	14/11/97	77 WAIG 3177
---------	--------	----------	--------------

Min Wage & text.	609/99	01/08/99	79 WAIG 1847
---------------------	--------	----------	--------------

Cl	654/00	01/08/00	80 WAIG 3379
----	--------	----------	--------------

Cl	752/01	01/08/01	81 WAIG 1721
----	--------	----------	--------------

Cl.	797/02	01/08/02	82 WAIG 1369
-----	--------	----------	--------------

Cl.	569/03	5/06/03	83 WAIG 1899 & 2144
-----	--------	---------	---------------------

(9)	1197/03	1/11/03	83 WAIG 3537
-----	---------	---------	--------------

Cl	570/04	04/06/04	84 WAIG 1691 & 1521
----	--------	----------	---------------------

Cl.	576/05	07/07/05	85 WAIG 2083, 2341
-----	--------	----------	--------------------

Cl	957/05	07/07/06	86 WAIG 1631 & 1870
----	--------	----------	---------------------

Cl.	1/07	01/07/07	87 WAIG 1487 & 1752
-----	------	----------	---------------------

Cl.	115/07	01/07/08	88 WAIG 773 & 1014
-----	--------	----------	--------------------

Cl	1/09	01/10/09	89 WAIG 735 & 1434
----	------	----------	--------------------

Cl	2/10	01/07/10	90 WAIG 568 & 924
----	------	----------	-------------------

Cl.	2/11	01/07/11	91 WAIG 1008 & 1317
-----	------	----------	---------------------

Cl.	2/12	01/07/12	92 WAIG 1141
-----	------	----------	--------------

Cl.	1/13	01/07/13	93 WAIG 812
-----	------	----------	-------------

Cl.	1/14	01/07/14	94 WAIG 1033
-----	------	----------	--------------

Cl.	1/15	01/07/15	95 WAIG 1014
-----	------	----------	--------------

Cl.	1/16	01/07/16	96 WAIG 864
-----	------	----------	-------------

Cl.	1/17	01/07/17	97 WAIG 928
Cl.	1/18	01/07/18	98 WAIG 263 & 639
Cl	1/19	01/07/19	99 WAIG 509 & 958
Cl.	1/20	01/01/21	100 WAIG 743
Cl.	1/21	01/07/21	101 WAIG 748

2. Arrangement

(14)	215/82Int	24/11/82	63 WAIG 200
(14)	215/82	02/03/83	63 WAIG 842
(2A))	827/88	23/09/88	68 WAIG 3032
Corr.	827/88	01/05/89	69 WAIG 1757
Del. 2A	1940/89	08/09/89	69 WAIG 2913
Ins. 2A	622/88 & 2500/89	22/05/90	70 WAIG 2253
Ins. 39	25/91	01/08/91	71 WAIG 2089
(2A) title	1802/91	11/02/92	72 WAIG 298
Ins. 1A	1752/91	31/01/92	72 WAIG 191
1A. Title	1457/93	24/12/93	74 WAIG 198
1A. Title	1164/95	21/03/96	76 WAIG 911
Ins. App. - 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. Title	757/98	12/06/98	78 WAIG 2579
Del 1A.	609/99	06/07/99	79 WAIG 1847
Cl	894/03	22/08/03	83 WAIG 3090

(2A. State Wage Principles - September 1989)

(new clause entered)	827/88	23/09/88	68 WAIG 3032
Corr.	827/88	01/05/89	69 WAIG 1757
Cl.del.	1940/89	08/09/89	69 WAIG 2913
Cl.	622/88&2500/89	22/05/90	70 WAIG 2253
Cl. & title	1802/91	11/02/92	72 WAIG 298

(2A. Statement of Principles December 1994)

Cl.	687/95	28/07/95	75 WAIG 2569
Delete and cl title	894/03	22/08/03	83 WAIG 3090

3. Area

4. Scope

5. Term

6. Definitions

(15); (16)	215/82Int	24/11/82	63 WAIG 200
(15); (16)	215/82	02/03/83	63 WAIG 842
(15);	1222/88	22/09/88	69 WAIG 677

7. Wages

(5)(a)	215/82Int	24/11/82	63 WAIG 200
(5)(a)	215/82	02/03/83	63 WAIG 842
(Wage index)	461/83Int	06/10/83	63 WAIG 2207

Corr.	461/83Int	06/10/83	63 WAIG 2496
(Wage index)	461/83	06/10/83	64 WAIG 407
(Wage index)	104/84	06/04/84	64 WAIG 847
(Wage index)	104/85	06/04/85	65 WAIG 657
(Wage index)	821/85Int	04/11/85	66 WAIG 4
(Wage index)	261/86	01/07/86	66 WAIG 1139
(Wage increase)	1195/86	10/03/87	67 WAIG 435
(Wage increase)	1406/87	05/02/88	68 WAIG 949
Cl.	827/88	23/09/88	68 WAIG 3032
Corr.	827/88	01/05/89	69 WAIG 1757
Cl.	622/88&2500/89	22/05/90	70 WAIG 2253
(2)(a); (3); (4);(5)(a)-(5)(a)(i)	2026/90(R2)	01/07/91	71 WAIG 2094
(2)(a); (3); (4); (5)(a)(i)	1802/91	11/02/92	72 WAIG 298
(2)(a); (3)	687/95	28/07/95	75 WAIG 2569
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
Text (2)(a) & Rates, Rates (3)(a)-(c).	609/99	01/08/99	79 WAIG 1847
Cl	654/00	01/08/00	80 WAIG 3379
Cl	752/01	01/08/01	81 WAIG 1721
(2) & (3)	797/02	01/08/02	82 WAIG 1369
Cl.	569/03	5/06/03,22/8/03	83 WAIG 1899 & 2144
(2) – (6)	894/03	22/08/03	83 WAIG 3090
(2)(a) renum. (2)(b) inserted (correction)	654/00	17/07/00	83 WAIG 3433
(2)(a) renum. (2)(b) inserted (correction)	752/01	25/07/01	83 WAIG 3347
(2)(a) renum. (2)(b) inserted (correction)	797/02	22/07/02	83 WAIG 3434

(2)(a) renum. (2)(b) inserted (correction) Cl	569/03 570/04	05/06/03 4/06/04	83 WAIG 3434 84 WAIG 1521 & 1691
Cl.	576/05	07/07/05	85 WAIG 2083, 2341
Cl.	957/05	07/07/06	86 WAIG 1631 & 1870
Cl.	1/07	01/07/07	87 WAIG 1487 & 1752
Cl.	115/07	01/07/08	88 WAIG 773 & 1014
Cl.	1/09	01/10/09	89 WAIG 735 & 1434
Cl.	2/10	01/07/10	90 WAIG 568 & 924
Cl.	2/11	01/07/11	91 WAIG 1008 & 1317
Cl.	2/12	01/07/12	92 WAIG 1141
Cl.	1/13	01/07/13	93 WAIG 812
Cl.	1/14	01/07/14	94 WAIG 1033
Cl.	1/15	01/07/15	95 WAIG 1014
Cl.	1/16	01/07/16	96 WAIG 864
Cl.	1/17	01/07/17	97 WAIG 928
Cl.	1/18	01/07/18	98 WAIG 263 & 639
Cl.	1/19	01/07/19	99 WAIG 509 & 958
Cl.	1/20	01/01/21	100 WAIG 743
Cl.	1/21	01/07/21	101 WAIG 748

8. Hours of Work

Cl.	215/82	02/03/83	63 WAIG 842
Cl.	622/88&2500/89	22/05/90	70 WAIG 2253
(2)	2026/90(R2)	01/07/91	71 WAIG 2094

9. Car Allowance

(3)	215/82Int	24/11/82	63 WAIG 200
(3)	215/82	02/03/83	63 WAIG 842
(3)	61/84	21/02/84	64 WAIG 282
(3)	894/03	22/08/03	83 WAIG 3090

10. Fares and Travelling Time

11. Distant Work

(4) - (5)	215/82Int	24/11/82	63 WAIG 200
(4)- (5)	215/82	02/03/83	63 WAIG 842
(4)- (5)	1804/91	11/02/92	72 WAIG 299
(4)- (5)	894/03	22/08/03	83 WAIG 3090

12. Trainee Draughtsmen

13. Overtime

(4) - (7)	215/82Int	24/11/82	63 WAIG 200
(4) - (7)	215/82	02/03/83	63 WAIG 842
(7)(a) - (b)	1804/91	11/02/92	72 WAIG 299
(7)(a) - (b)	894/03	22/08/03	83 WAIG 3090

14. Maternity Leave

Cl.	215/82Int	24/11/82	63 WAIG 200
Cl.	215/82	02/03/83	63 WAIG 842

15. Lower and Higher Grade Duties

16. Holidays

(1)(a)	2026/90(R2)	01/07/91	71 WAIG 2094
--------	-------------	----------	--------------

17. Annual Leave

(4)(a)	215/82Int	24/11/82	63 WAIG 200
--------	-----------	----------	-------------

(4)(a)	215/82	02/03/83	63 WAIG 842
--------	--------	----------	-------------

Ins.(9); re- num (9)-(10) as (10)-(11)	2026/90(R2)	01/07/91	71 WAIG 2094
--	-------------	----------	--------------

18. Absence Through Sickness

(4)	2026/90(R2)	01/07/91	71 WAIG 2094
-----	-------------	----------	--------------

19. Termination of Employment

20. Meal Break

21. Long Service Leave

22. Miscellaneous

23. Certificate of Service

24. Right of Entry

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

25. Record

Ins text.	491/98	16/04/98	78 WAIG 1471
-----------	--------	----------	--------------

26. Board of Reference

27. No Reduction

28. Junior Workers Certificate

29. Aged and Infirm Workers

30. Preference to Unionists

Deleted s.88 (3) *Acts Amendment and Repeal (Industrial Relations) Act (No 2) 1984*

31. Bereavement Leave

32. Location Allowances

(1); (12) - (13)	291/83Int	29/06/83	63 WAIG 1537
(new clause)	291/83	05/12/83	64 WAIG 5
(new clause)	477/84	01/07/84	64 WAIG 1235
(new clause)	397/85	01/07/85	65 WAIG 1349
(new clause)	409/86	01/07/86	66 WAIG 1149
(new clause)	603/87	01/07/87	67 WAIG 1094
(new clause)	1353/87	01/12/88	68 WAIG 996
(new clause)	517/88	01/07/88	68 WAIG 1686
(1); (13)	834/89	01/07/89	69 WAIG 3217
Cl.	778/90	01/07/90	70 WAIG 2995
Cl.	1049/91	01/07/91	71 WAIG 2753
Cl.	851/92	01/07/92	72 WAIG 2498

Cl.	943/93	01/07/93	73 WAIG 1989
Cl.	714/94	01/07/94	74 WAIG 1869
Cl.	641/95	01/07/95	75 WAIG 2125
Cl.	911/96	01/07/96	76 WAIG 3365
Cl.	1400/97	01/07/97	77 WAIG 2547
Cl.	975/98	01/07/98	78 WAIG 2999
Cl.	690/99	01/07/99	79 WAIG 1843
Cl.	1050/00	01/08/00	80 WAIG 3153
Cl.	718/01	01/07/01	81 WAIG 1559
Cl.	686/02	01/07/02	82 WAIG 1185
Cl.	570/03	01/07/03	83 WAIG 1657
Cl.	696/04	01/07/04	84 WAIG 2145
Cl.	458/05	01/07/05	85 WAIG 1893
Cl.	59/06	01/07/06	86 WAIG 1471
Cl.	53/07	01/07/07	87 WAIG 2435
Cl.	9/08	01/07/08	88 WAIG 689
Cl.	24/09	01/07/09	89 WAIG 729
Cl.	24/09	01/07/09	89 WAIG 2483
Cl.	117/10	01/07/10	90 WAIG 561
Cl.	24/11	01/07/11	91 WAIG 995
Cl.	6/12	01/07/12	92 WAIG 725
Cl.	7/13	01/07/13	93 WAIG 461
Cl.	11/14	01/07/14	94 WAIG 669
Cl.	118/15	01/07/15	95 WAIG 700
Cl.	15/16	01/07/16	96 WAIG 631

Cl.	20/17	01/07/17	97 WAIG 585
Cl.	20/18	01/07/18	98 WAIG 415
Cl.	24/19	01/07/19	99 WAIG 615
Cl.	10/20	01/07/20	100 WAIG 443
Cl.	2/21	01/07/21	101 WAIG 455

(33. Wages Bristile)

Ins. Cl.	1222/88	22/09/88	69 WAIG 677
(2) & (3)	797/02	01/08/02	82 WAIG 1369
Cl.	569/03	05/06/03	83 WAIG 1899 & 2144
Del title & cl	894/03	22/08/03	83 WAIG 3090

33. Liberty to Apply

35. Payment of Wages

Ins.cl.	622/88&2500/89	22/05/90	70 WAIG 2253
---------	----------------	----------	--------------

36. Shift Work

Ins.cl.	622/88 & 2500/89	22/05/90	70 WAIG 2253
---------	------------------	----------	--------------

37. Dispute Settlement Procedures

Ins.cl.	622/88&2500/89	22/05/90	70 WAIG 2253
---------	----------------	----------	--------------

38. Technology and Skills

Ins.cl.	622/88&2500/89	22/05/90	70 WAIG 2253
---------	----------------	----------	--------------

39. Superannuation

Ins. Cl.	25/91	01/08/91	71 WAIG 2089
Ins. Text	599/98	30/06/98	78 WAIG 2559

Schedule of Respondents

Del. Resp.	File 76/80	11/04/85	65 WAIG 885
Del. Resp.	File 76/80/24	25/08/92	72 WAIG 2062

Appendix - S.49B - Inspection Of Records Requirements

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