Electrical Trades (Security Alarms Industry) Award 1980

1 – TITLE

This award shall be known as the Electrical Trades (Security Alarms Industry) Award 1980.

1B. - MINIMUM ADULT AWARD WAGE

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

(2) The minimum adult award wage for full-time employees aged 21 or more is $569.70 per week payable on and from the first pay period on or after 1 October 2009.

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

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

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

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

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

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

(a) Apply to all work in ordinary hours.

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

(9) Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2009 State Wage order decision. Any increase arising from the insertion of the minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

(10) Adult Apprentices

(a) Notwithstanding the provisions of this clause, an apprentice, 21 years of age or more, shall not be paid less than $497.60 per week on and from the commencement of the first pay period on or after 1 October 2009.

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

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

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

2. - ARRANGEMENT

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3. - AREA AND SCOPE

This award relates to the Security Alarm Industry within the State of Western Australia and to all work done by employees in the classifications shown in Clause 28. - Wages and employed by Respondents in the industry in connection with the wiring, maintenance, installation and repair of all manner of electrical and electronic security surveillance detectors and equipment including, but without limiting the generality of the foregoing, the utilisation of electro-mechanical devices and signalling equipment.

4. – TERM

The term of this award shall be for a period of six months from the beginning of the first pay period to commence on or after the 26th day of September, 1980.

5. - DEFINITIONS

(1) "Cadet" means -

(a) an employee who is appointed by an employer bound by this award solely for the purpose of being trained for an administrative or supervisory position (not being a supervisory position to which this award applies) in the employer's business; and

(b) an employee who is a full-time student at a university, school of mines or technical college and who is employed during vacations by an employer bound by this award solely for the purpose of giving the student practical experience necessary for the completion of his course of study.

(2) "Casual employee" means an employee engaged and paid as such.

(3) "Construction work" means work on site in or in connection with -

(a) the construction of a large industrial undertaking or any large civil engineering project;

(b) the construction or erection of any multi-storey building; and

(c) the construction, erection or alteration of any other building, structure, or civil engineering project which the employer and the union agree or, in the event of disagreement, which the Board of Reference declares to be construction work for the purposes of this award.

(4) "Installer and/or Serviceman" means an employee engaged in connection with the wiring, manufacturing, installation, testing and repair of all manner of electrical and electronic security surveillance detectors and equipment.

(5) "Serviceman - Special Class" means, subject to paragraph (c) hereunder, an "Installer and/or Serviceman" who -

(a) (i) has satisfactorily completed a prescribed post trade course in industrial electronics; or

(ii) has, whether through practical experience or otherwise, achieved a standard of knowledge comparable to that which would be achieved under sub-paragraph (i) hereof; and

(b) (i) is engaged on work on or in connection with complicated or intricate circuitry, which work requires for its performance the standard of knowledge referred to in paragraph (a) hereof; and

(ii) is able, where necessary and practicable, to perform such work without supervision and to examine, diagnose and modify systems comprising interconnected circuits,

but does not include such an employee unless the work on which he is engaged requires for its performance knowledge in excess of that gained by the satisfactory completion of the appropriate Technical College trade course.

(c) For the purposes of this award an employee shall be deemed to be a Serviceman - Special Class only for the time during which he meets the foregoing conditions, unless -

(i) that time exceeds sixteen hours per week; or

(ii) in the opinion of his employer or, in the event of disagreement, in the opinion of the Board of Reference that time is likely during the course of his employment to exceed sixteen hours per week on average

in which case he shall be classified as Serviceman - Special Class for as long as his employment continues on either of those bases.

(d) In the event of disagreement about the implementation of this Serviceman - Special Class provision, a Board of Reference shall determine the matter.

(e) For the purpose of this definition the following courses are deemed to be prescribed post trade courses in industrial electronics -

(i) Post Trade Industrial Electronics Course of the N.S.W. Department of Technical Education.

(ii) The Industrial Electronics Course (Grade 1 and 2) as approved by the Education Department of Victoria.

(iii) The Industrial Electronics Course of the South Australian School of Electrical Technology.

(iv) Industrial Electronics (Course "C") of the Department of Education, Queensland.

(v) The Industrial Electronics Course of the Technical Education Department of Tasmania.

(vi) The Certificate in Industrial Electronics of the Technical Education Division, Education Department of Western Australia.

(6) "Union" means the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering and Electrical Division, Western Australian Branch.

6. - CONTRACT OF SERVICE

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

(2) Subject to the provisions of this clause, a party to a contract of service may, on any day, give to the other party the appropriate period of notice of termination of the contract prescribed in subclause (5) of this clause and the contract terminates when that period expires.

(3) In lieu of giving the notice referred to in subclause (2) of this clause, an employer may pay the employee concerned his ordinary wages for the period of notice to which he would otherwise be entitled.

(4) (a) Where an employee leaves his employment –

(i) without giving the notice referred to in subclause (2) of this clause; or

(ii) having given such notice, before the notice expires,

he forfeits his entitlement to any monies owing to him under this award except to the extent that those monies exceed his ordinary wages for the period of notice which should have been given.

(b) In a case to which paragraph (a) of this subclause applies -

(i) the contract of service shall, for the purposes of this award be deemed to have terminated at the time of which the employee was last ready, willing and available for work during ordinary working hours under the contract; and

(ii) the provisions of subclause (2) of this clause shall be deemed to have been complied with if the employee pays to the employer, whether by forfeiture or otherwise, an amount equivalent to the employee's ordinary wages for the period of notice which should have been given.

(5) The period of notice referred to in subclause (2) of this clause is -

(a) in the case of a casual employee, one hour;

(b) in any other case -

(i) during the first month of employment under the contract, one day; and

(ii) after the first month of such employment, one week.

(6) (a) On the first day of engagement, an employee shall be notified by his employer or by the employer's representative whether the duration of his employment is expected to exceed one month and if he is hired as a casual employee, he shall be advised accordingly.

(b) An employee shall, for the purpose of this award, be deemed to be a casual employee -

(i) if the expected duration of the employment is less than one month; or

(ii) if the notification referred to in paragraph (a) of this subclause is not given and the employee is dismissed through not fault of his own within one month of commencing employment.

(7) The employer shall be under no obligation to pay for any day not worked, upon which the employee is required to present himself for duty, except when such absence from work is due to illness and comes within the provisions of Clause 21. - Absence Through Sickness or such absence is on account of holidays to which the employee is entitled under the provisions of this award.

(8) (a) The employer is entitled to deduct payment for any day upon which an employee cannot be usefully employed because of a strike by the union party to this award, or by any other association or union.

(b) The provisions of paragraph (a) of this subclause also apply where the employee cannot be usefully employed through any cause which the employer could not reasonably have prevented, but only if, and to the extent that, the employer and the union so agree, or, in the event of disagreement the Board of Reference, so determines.

(c) Where the stoppage of work has resulted from a breakdown of the employer's machinery the Board of Reference, in determining a dispute under paragraph (b) of this subclause, shall have

regard for the duration of the stoppage and the endeavours made by the employer to repair the breakdown.

7. - HIGHER DUTIES

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

.8 - UNDER-RATE EMPLOYEES

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

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

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

9. – CADETS

(1) An employer who, after the commencement of this award, engages a cadet shall, within fourteen days of the engagement, notify the Industrial Registrar accordingly and shall advise the Registrar in writing of the terms and conditions of the employment.

(2) Upon receipt of the notification referred to in subclause (1) of this clause, the Registrar shall notify the union and shall afford them the opportunity of examining the terms and conditions of employment referred to in that subclause.

(3) Within fourteen days of being notified by the Registrar the union or unions concerned may object to the employment of the cadet and the Commission may, on hearing the objection:-

(a) allow or refuse permission for the employment of the cadet; and

(b) make such order as it deems fit with regard to the terms and conditions of employment.

(4) The provisions of this clause do not affect any cadet employed at the date of this award.

10. – HOURS

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

(b) Sub be an average of 38 per week to be worked on one of the following bases.

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

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

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

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

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

(c) The ordinary hours of work may be worked on any or all days of the week, Monday to Friday, inclusive, and except in the case of shift employees, shall be worked between the hours of 6.30 a.m. and 6.00 p.m. Provided that the spread of hours may be altered by agreement between the employer and the majority of employees in the plant or section or sections concerned.

(d) Where the first night shift in any week commences on Monday night, the night shift commencing on Friday and finishing not later than 8.00 a.m. on Saturday of that week, shall be deemed to have been worked in ordinary working hours.

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

Provided that in any arrangement of ordinary working hours, where such ordinary hours are to exceed 8 hours on any day, the arrangement of hours shall be subject to the agreement between the employer and the majority of employees in the plant or section or sections concerned.

(f) The ordinary hours of work shall be consecutive except for a meal interval which shall not exceed one hour, and

(i) An employee shall not be compelled to work for more than five hours without a meal interval except where an alternative arrangement is entered into as a result of discussions as provided for in subclause (4) of this clause.

(ii) When an employee is required for duty during the employee's usual meal interval and the employee's meal interval is thereby postponed for more than half an hour, the employee shall be paid at overtime rates until the employee gets the meal interval.

(g) (i) Subject to the provisions of this paragraph, a rest period of seven minutes from the time of ceasing to the time of resumption of work shall be allowed each morning.

(ii) The rest period shall be counted as time off duty without deduction of pay and shall be arranged at a time and in a manner to suit the convenience of the employer.

(iii) Refreshments may be taken by employees during the rest period but the period of seven minutes shall not be exceeded under any circumstances.

(iv) An employer who satisfies the Commission that any employee has breached any condition expressed or implied in this paragraph may be exempted from liability to allow the rest period.

(v) In an establishment in which the majority of employees are not subject to this award, the provisions of this paragraph do not apply but any employee to whom this award applies shall be entitled to the rest period, if any, which may be allowed to the aforesaid majority.

(2) (a) The provisions of this subclause apply only to employees engaged on continuous shift work.

(b) Subject to the provisions of subclauses (3) and (4) of this clause the ordinary hours of continuous shift employees shall average 38 per week (inclusive of crib time) and shall not exceed 152 hours in twenty-eight consecutive days.

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

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

(3) (a) Except as provided in paragraph (d) of this subclause the method of implementation of the 38 hour week may be any one of the following:-

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

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

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

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

(v) Except in the case of continuous shift employees where the ordinary hours of work are worked within an arrangement as provided in placitum (iii) or (iv) of this paragraph, any day off duty shall be arranged so that it does not coincide with a holiday prescribed in subclause (1) of Clause 20. - Holidays and Annual Leave of this Award.

(b) In each plant, an assessment should be made as to which method of implementation best suits the business and the proposal shall be discussed with the employees concerned, the objective being to reach agreement on the method of implementation prior to May 17, 1982.

(c) In the absence of an agreement at plant level, the procedure for resolving special, anomalous or extraordinary problems shall be as follows:

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

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

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

(d) Different methods of implementation of a 38 hour week may apply to various groups or sections of employees in the plant or establishment concerned.

(e) Notice of Days Off

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

(f) (i) An employer, with the agreement of the majority of employees concerned, may substitute the day an employee is to take off in accordance with placita (iii) and (iv) of subclause (3) hereof, for another day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.

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

(g) Flexibility in relation to rostered days off.

Notwithstanding any other provision in this clause, where the hours of work of an establishment, plant or section are organised in accordance with placita (iii) and (iv) of paragraph (a) of this subclause an employer, the union or unions concerned and the majority of employees in the establishment, plant, section or sections concerned may agree to accrue up to a maximum of five (5) rostered days off in special circumstances such as where there are regular and substantial fluctuations in production requirements in any year.Where such agreement has been reached the accrued rostered days off must be taken within 12 months from the date of agreement and each 12 months thereafter.

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

(4) (a) Procedures shall be established for in-plant discussions, the objective being to agree on the method of implementing a 38 hour week in accordance with this clause and shall entail an objective review of current practices to establish where improvements can be made and implemented.

(b) The procedures should allow for in-plant discussions to continue even though all matters may not be resolved by May 17, 1982.

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

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

(e) In cases where agreement cannot be reached in-plant in the first instance or where problems arise after initial agreements or understandings have been achieved in-plant, a formal monitoring procedure shall apply. The basic steps in this procedure shall be as applies with respect to special, anomalous or extraordinary problems as prescribed in paragraph (c) of subclause (3) of this clause.

11. - OVERTIME

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

(b) Subject to the provisions of this subclause, all work done beyond the ordinary working hours on any day, Monday to Friday, inclusive, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.

For the purposes of this subclause, ordinary hours shall mean the hours of work fixed in an establishment in accordance with Clause 10. - Hours.

(c) (i) Work done on Saturdays after 12.00 noon or on Sundays shall be paid for at the rate of double time.

(ii) Work done on any day prescribed as a holiday under this award shall be paid for at the rate of double time and a half.

(d) Work done on Saturdays prior to 12.00 noon shall be paid for at the rate of time and one half for the first two hours and double time thereafter but this paragraph does not apply in a case to which paragraph (d) of subclause (1) of Clause 10. - Hours applies.

(e) In computing overtime each day shall stand alone but when an employee works overtime which continues beyond midnight on any day, the time worked after midnight shall be deemed to be part of the previous day's work for the purpose of this subclause.

(2) (a) The provisions of this subclause apply only to employees engaged on continuous shift work.

(b) Subject to the provisions of paragraph (c) of this subclause all time worked in excess of or outside the ordinary working hours, or on a shift other than a rostered shift, shall be paid for at the rate of double time, except where an employee is called upon to work a sixth shift in not more than one week in any four weeks, when the employee shall be paid for such shift at time and a half for the first four hours and double time thereafter.

For the purposes of this subclause, ordinary hours shall mean the hours of work fixed in an establishment in accordance with subclauses (3) and (4) of Clause 10. - Hours.

(c) Time worked in excess of the ordinary working hours shall be paid for at ordinary rates:

(i) If it is due to private arrangements between the employees themselves; or

(ii) if it does not exceed two hours and is due to a relieving employee not coming on duty at the proper time; or

(iii) if it is for the purpose of effecting the customary rotation of shifts.

(3) (a) The provisions of this subclause apply to all employees.

(b) Overtime on shift work shall be based on the rate payable for shift work.

(c) (i) When overtime work is necessary it shall, wherever practicable, be so arranged that an employee has at least ten consecutive hours off duty between the work of successive days.

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

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

(iv) Where an employee (other than a casual employee or an employee engaged on continuous shift work) is called into work on a Sunday or holiday prescribed under this award preceding an ordinary working day, the employee shall, wherever reasonably practicable, be given ten consecutive hours off duty before the employee's usual starting time on the next day. If this is not practicable, then the provisions of placita (ii) and (iii) of this paragraph shall apply mutatis mutandis.

(v) The provisions of this paragraph shall apply in the case of shift employees who rotate from one shift to another, as if eight hours were substituted for ten hours when overtime is worked:

(aa) for the purpose of changing shift rosters; or

(bb) where a shift employee does not report for duty; or

(cc) where a shift is worked by arrangement between the employees themselves.

(vi) Overtime worked as a result of a recall shall not be regarded as overtime for the purpose of this paragraph when the actual time worked is less than three hours on such recall or on each of such recalls.

(d) When an employee is recalled to work after leaving the job:

(i) the employee shall be paid for at least three hours at overtime rates;

(ii) time reasonably spent in getting to and from work shall be counted as time worked.

(e) When an employee is instructed by the employer to hold in readiness at the employee's place of residence or other agreed place of residence for a call to work after ordinary hours, the employee shall be paid at ordinary rates for the time the employee so holds in readiness.

(f) Subject to the provisions of paragraph (g) of this subclause, an employee required to work overtime for more than two hours shall be supplied with a meal by the employer or be paid $11.40 for a meal and, if owing to the amount of overtime worked, a second or subsequent meal is required they shall be supplied with each such meal by the employer or be paid $7.80 for each meal so required.

(g) The provisions of paragraph (f) of this subclause do not apply:

(i) in respect of any period of overtime for which the employee has been notified of the requirement on the previous day or earlier.

(ii) to any employee who lives in the locality in which the place of work is situated in respect of any meal for which the employee can reasonably go home.

(h) If an employee to whom placitum (i) of paragraph (g) of this subclause applies has, as a consequence of the notification referred to in that paragraph, provided a meal or meals and is not required to work overtime or is required to work less overtime than the period notified, the employee shall be paid, for each meal provided and not required, the appropriate amount prescribed in paragraph (f) of this subclause.

(i) (i) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

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

(ii) No union or association party to this award, or employee or employees covered by this award, shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(j) In lieu of the provisions of subclause (3) paragraphs (d) and (e), the existing practices of Chubb Alarms (A Division of Chubbs Australia Limited) and Metropolitan Security Services (A Division of Mayne Nickless Limited) shall continue to be applied.

(4) The provisions of this clause do not operate so as to require payment of more than double time rates, or double time and a half on a holiday prescribed under this award, for any work except and to the extent that the provisions of Clause 15. - Special Rates and Provisions of this award apply to that work.

12. - 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 or five consecutive night shifts are worked on that process, then employees employed on such afternoon or night shifts shall be paid at overtime rates.

Provided that where the ordinary hours of work normally worked in an establishment are worked on less than five days then the provisions of paragraph (a) shall be as if four consecutive shifts were substituted for five consecutive shifts.

(b) The sequence of work shall not be deemed to be broken under the preceding paragraph by reason of the fact that work on the process is not carried out on a Saturday or Sunday or any other day that the employer observes a shut down for the purpose of allowing a 38 hour week or on any holiday.

(4) Where a shift commences at or after 11.00 p.m. on any day, the whole of that shift shall be deemed, for the purposes of this award, to have been worked on the following day.

(5) A shift employee when on afternoon or night shift shall be paid, for such shift fifteen per cent more than his ordinary rate prescribed by this award.

(6) (a) All work performed on a rostered shift, when the major portion of such shift falls on a Saturday, Sunday or a holiday, shall be paid for as follows:

Saturday	-	at the rate of time 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.

13. - PAYMENT OF WAGES

(1) Each employee shall be paid the appropriate rate shown in Clause 28. - Wages of this award. Subject to subclause (2) of this clause payment shall be pro rata where less than the full week is worked.

(2) From the date that a 38 hour week system is implemented by an employer wages shall be paid as follows:

(a) Actual 38 ordinary hours

In the case of an employee whose ordinary hours of work are arranged in accordance with placitum (i) or (ii) of paragraph (a) of subclause (3) of Clause 10. - Hours of this award so that the employee works 38 ordinary hours each week, wages shall be paid weekly or fortnightly according to the actual ordinary hours worked each week or fortnight.

(b) Average of 38 ordinary hours

Subject to subclauses (3) and (4) hereof, in the case of an employee whose ordinary hours of work are arranged in accordance with placitum (iii) or (iv) of paragraph (a) of subclause (3) of Clause 10. - Hours of this award, so that the employee works an average of 38 ordinary hours each week during a particular work cycle, wages shall be paid weekly or fortnightly according to a weekly average of ordinary hours worked even though more or less than 38 ordinary hours may be worked in any particular week of the work cycle.

SPECIAL NOTE - Explanation of Averaging System

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

(i) Clause 10. - Hours in subclause (3) paragraph (a) placita (iii) and (iv) provides that in implementing a 38 hour week the ordinary hours of an employee may be arranged so that the employee is entitled to a day off, on a fixed day or rostered day basis, during each work cycle. It is in these circumstances that the averaging system would apply.

(ii) If the 38 hour week is to be implemented so as to give an employee a day off in each work cycle this would be achieved if, during a work cycle of 28 consecutive days (that is, over four consecutive weeks) the employee's ordinary hours were arranged on the basis that for three of the four weeks the employee worked 40 ordinary hours each week and in the fourth week worked 32 ordinary hours. That is, the employee would work for 8 ordinary hours each day, Monday to Friday inclusive for three weeks and 8 ordinary hours on four days only in the fourth week - a total of 19 days during the work cycle.

(iii) In such a case the averaging system applies and the weekly wage rates for ordinary hours of work applicable to the employee shall be the average weekly wage rates set out for the employee's classification in Clause 28. - Wages of this award, and shall be paid each week even though more or less than 38 ordinary hours are worked that week.

In effect, under the averaging system, the employee accrues a "credit" each day the employee works actual ordinary hours in excess of the daily average which would otherwise be 7 hours 36 minutes. This "credit" is carried forward so that in the week of the cycle that the employee works on only four days, the actual pay would be for an average of 38 ordinary hours even though, that week, the employee works a total of 32 ordinary hours.

Consequently, for each day an employee works 8 ordinary hours the employee accrues a "credit" of 24 minutes (0.4 hours). The maximum "credit" the employee may accrue under this system is 0.4 hours on 19 days; that is, a total of 7 hours 36 minutes.

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

(3) Absences from Duty

(a) An employee whose ordinary hours are arranged in accordance with placitum (iii) or (iv) of paragraph (a) of subclause (3) of Clause 10. - Hours of this award and who is paid wages in

accordance with paragraph (a) of subclause (2) hereof and is absent from duty (other than on annual leave, long service leave, holidays prescribed under this award, paid sick leave, workers' compensation or bereavement leave) shall, for each day the employee is so absent, lose average pay for that day calculated by dividing the employee's average weekly wage rate by 5.

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

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

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

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

Examples

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

1 Employee takes on day off without authorization in first week of cycle

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

2. Employee takes each of the 4 days off without authorization in the 4th week.

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

(4) Alternative Method of Payment

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

(5) Day Off Coinciding with Pay Day

In the event that an employee, by virtue of the arrangement of the employee's ordinary working hours, is to take a day off duty on a day which coincides with pay day, such employee shall be paid no later

than the working day immediately following pay day. Provided that, where the employer is able to make suitable arrangements, wages may be paid on the working day preceding pay day.

(6) Payment by cheque or electronic fund transfer.

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

(7) Termination of Employment

An employee who lawfully leaves the employment or is dismissed for reasons other than misconduct shall be paid all moneys due at the termination of service with the employer. Provided that in the case of an employee whose ordinary hours are arranged in accordance with placitum (iii) or (iv) of paragraph (a) of subclause (3) of Clause 10. - Hours of this award and who is paid average pay and who has not taken the day off due to the employee during the work cycle in which the employment is terminated, the wages due to that employee shall include a total of credits accrued during the work cycle as detailed in the Special Note following paragraph (b) of subclause (2) of this clause.

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

(8) Details of Payments to be Given

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

(9) Calculation of Hourly Rate

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

14. - TIME AND WAGES RECORD

(1) Each employer shall keep a time and wages book showing the name of each employee, the nature of his work, the hours worked each day, and the wages and allowances paid each week. Any system of automatic recording by means of machines shall be deemed to comply with this provision to the extent of the information recorded.

(2) The time and wages record shall be open for inspection by a duly accredited official of the union during the usual office hours at the employer's office or other convenient place and he shall be allowed to take extracts therefrom. Before exercising a power of inspection the representative shall give reasonable notice of not less than 24 hours to the employer. The employer's works shall be deemed to be a convenient place for the purpose of this subclause and if for any reason the record be not available at the works when the official calls to inspect it, it shall be made available for inspection within twelve hours, either at the employer's office or at the works.

Provided that nothing in this subclause shall empower a duly accredited official of the union to enter any part of the premises of the employer, pursuant to this subclause, unless the employer is the employer or former employer of a member of the Union.

15. - SPECIAL RATES AND PROVISIONS

(1) **Height Money:** An employee shall be paid an allowance of $2.50 for each day on which they work at a height of 15.5 metres or more above the nearest horizontal plane but this provision does not apply to linespersons nor to riggers and splicers on ships or buildings.

(2) **Dirt Money**: An employee shall be paid an allowance of 51 cents per hour when engaged on work of an unusually dirty nature where clothes are necessarily unduly soiled or damaged or boots are unduly damaged by the nature of the work done.

(3) **Confined Space**: An employee shall be paid an allowance of 64 cents per hour when, because of the dimensions of the compartment or space in which they are working, the employee is required to work in a stooped or otherwise cramped position or without proper ventilation.

(4) **Hot Work:** An employee shall be paid an allowance of 51 cents per hour when they work in the shade in any place where the temperature is raised by artificial means to between 46.1 and 54.4 degrees celsius.

(5) (a) Where, in the opinion of the Board of Reference, the conditions under which work is to be performed are, by reason of excessive heat, exceptionally oppressive, the Board may –

(i) fix an allowance, or allowances, not exceeding the equivalent of half the ordinary rate;

(ii) fix the period (including a minimum period) during which any allowance so fixed is to be paid; and

(iii) prescribe such other conditions, relating to the provision of protective clothing or equipment and the granting of rest periods, as the Board sees fit.

(b) The provisions of paragraph (a) of this subclause do not apply unless the temperature in the shade at the place of work has been raised by artificial means beyond 54.4 degrees celsius.

(c) An allowance fixed pursuant to paragraph (a) of this subclause includes any other allowance which would otherwise be payable under this Clause.

(6) **Percussion Tools:**

An employee shall be paid an allowance of 32 cents per hour when working a pneumatic rivetter of the percussion type and other pneumatic tools of the percussion type.

(7) An employee who is required to work from a ladder shall be provided with an assistant on the ground where it is reasonably necessary for the employee's safety.

(8) An employee shall not be required to enter any establishment alone if it is outside the trading hours of that establishment and subject to an alarm condition.

(9) Where an employee is required in the normal course of his work to use a torch, such torch shall be supplied and maintained by the employer.

(10) Where an employee is required in the performance of his work to hold a licence under the Security Agents Act he shall, after twelve months continuous service with the employer, be reimbursed by that employer the cost of obtaining such licence and thereafter the cost of its renewal each year.

(11) Special Rates Not Cumulative:

Where more than one of the disabilities entitling an employee to extra rates exists on the same job, the employer shall be bound to pay only one rate, namely - the highest for the disabilities so prevailing. Provided that this subclause shall not apply to confined space, dirt money, height money, or hot work, the rates for which are cumulative.

(12) Protective Equipment:

(a) An employer shall have available a sufficient supply of protective equipment (as, for example, goggles (including anti-flash goggles), glasses, gloves, mitts, aprons, sleeves, leggings, gum boots, ear protectors, helmets, or other efficient substitutes thereof) for use by his employees when engaged on work for which some protective equipment is reasonably necessary.

(b) An employee shall sign an acknowledgement when he/she receives any article of protective equipment and shall return that article to the employer when he/she has finished using it or on leaving his/her employment.

(c) An employee to whom an article of protective equipment has been issued shall not lend that article to another employee and if they do both employees shall be deemed guilty of wilful misconduct.

(d) n article of protective equipment which has been used by an employee shall not be issued by the employer to another employee until it has been effectively sterilised but this paragraph only applies where sterilisation of the article is practicable and is reasonably necessary.

(e) Adequate safety gear (including insulating gloves, mats and/or shields where necessary) shall be provided by employers for employees required to work on live electrical equipment.

(13) An employee, holding either a Third Year First Aid Medallion of the St. John Ambulance Association or a “C” Standard Senior First Aid Certificate of the Australian Red Cross Society, appointed by the employer to perform first aid duties shall be paid $10.40 per week in addition to his ordinary rate.

(14) A Serviceperson - Special Class, a Serviceperson or an Installer who holds, and in the course of their employment may be required to use, a current “A” Grade or “B” Grade Licence issued pursuant to the relevant regulation in force on the 28th day of February, 1978 under the Electricity Act 1945 shall be paid an allowance of $21.10 per week.

(15) Any dispute under this Clause may be determined by the Board of Reference.

16. - 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 an employee in the course of a journey travels through two or more of the separate areas, payment at the rates prescribed herein shall be made at the appropriate rate applicable to each of the separate areas traversed.

(3) A year for the purpose of this clause shall commence on 1 July and end on 30 June next following.

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

MOTOR CAR

AREA AND DETAILS	ENGINE DISPLACEMENT (IN CUBIC CENTIMETRES)		
	Over 2600cc	Over 1600cc - 2600cc	1600cc & Under
Rate per Kilometre (cents)			
Metropolitan Area	79.4	70.9	61.7
South West Land Division	81.3	72.7	63.2
North of 23.5 ^{o} South Latitude	89.1	80.2	69.8
Rest of the State	83.6	75.2	65.2
Motor Cycle (In All Areas)	27.2 Cents per Kilometre		

(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.

17. - FARES AND TRAVELLING TIME

(1) (a) An employee 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) An employee 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) An employee 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, an employee shall be paid by the employer at ordinary rates. The employer shall pay all fares and reasonable expenses in connection with such travelling.

18. - DISTANT WORK

(1) Where an employee is directed by his employer to proceed to work at such a distance that he cannot return to his home each night and the employee does so, the employer shall provide the employee with suitable board and lodging or shall pay the expenses reasonably incurred by the employee for board and lodging.

(2) The provisions of subclause (1) of this clause do not apply with respect to any period during which the employee 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 employee an amount equivalent to the value of that 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 an employee 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 employee 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) An employee to whom the provisions of subclause (1) of this clause apply shall be paid an allowance of $33.30 for any weekend that he/she returns to his/her home from the job but only if -

(a) The employee advises the employer or the employer's agent of their intention no later than the Tuesday immediately preceding the weekend in which the employee so returns;

(b) The employee is not required for work during that weekend;

(c) The employee returns to the job on the first working day following the weekend; and

(d) The employer does not provide or offer to provide suitable transport.

(5) Where an employee, supplied with board and lodging by the employer, is required to live more than 800 metres from the job the employee shall be provided with suitable transport to and from that job or be paid an allowance of $14.80 per day provided that where the time actually spent in travelling either to or from the job exceeds 20 minutes, that excess time shall be paid for at ordinary rates whether or not suitable transport is supplied by the employer.

19. - LOCATION ALLOWANCES

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

TOWN	PER WEEK
Agnew	$18.90
Argyle	$50.10
Balladonia	$19.20
Barrow Island	$32.60
Boulder	$7.90
Broome	$30.30
Bullfinch	$8.90
Carnarvon	$15.50
Cockatoo Island	$33.20
Coolgardie	$7.90
Cue	$19.40
Dampier	$26.30
Denham	$15.50
Derby	$31.50
Esperance	$5.60
Eucla	$21.20
Exmouth	$27.50
Fitzroy Crossing	$38.20
Goldsworthy	$16.50
Halls Creek	$43.90
Kalbarri	$6.60
Kalgoorlie	$7.90
Kambalda	$7.90
Karratha	$31.50
Koolan Island	$33.20
Koolyanobbing	$8.90

Kununurra	$50.10
Laverton	$19.30
Learmonth	$27.50
Leinster	$18.90
Leonora	$19.30
Madura	$20.20
Marble Bar	$48.30
Meekatharra	$16.70
Mount Magnet	$20.80
Mundrabilla	$20.70
Newman	$18.10
Norseman	$16.50
Nullagine	$48.20
Onslow	$32.60
Pannawonica	$24.60
Paraburdoo	$24.40
Port Hedland	$26.20
Ravensthorpe	$10.00
Roebourne	$36.20
Sandstone	$18.90
Shark Bay	$15.50
Shay Gap	$16.50
Southern Cross	$8.90
Telfer	$44.50
Teutonic Bore	$18.90
Tom Price	$24.40
Whim Creek	$31.20
Wickham	$30.20
Wiluna	$19.20
Wittenoom	$42.70
Wyndham	$47.00

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

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

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

(3) Where an employee:

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

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

such employee shall be paid 662/3 per cent of the allowances prescribed in subclause (1) of this clause.

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

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

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

(7) For the purposes of this clause:

(a) "Dependant" shall mean -

(i) a spouse or defacto partner; or

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

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

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

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

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

20. - HOLIDAYS AND ANNUAL LEAVE

(1) (a) The following days or the days observed in lieu shall, subject to this subclause and to paragraph (c) of subclause (1) of Clause. 11 - Overtime of this award, be allowed as holidays without deduction of pay, namely New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in this subclause.

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

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

(3) (a) Except as hereinafter provided a period of four consecutive weeks' leave with payment as prescribed in paragraph (b) hereof shall be allowed annually to an employee by his employer after a period of twelve months' continuous service with that employer.

(b) (i) An employee before going on leave shall be paid the wages he would have received in respect of the ordinary time he would have worked had he not been on leave during the relevant period.

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

(aa) The rate applicable to him as prescribed in Clause 28. - Wages of this award and the rates prescribed by Clause 19. - Location Allowances of this award and;

(bb) Subject to paragraph (c)(ii) hereof the rate prescribed for work in ordinary time by Clause 12. - Shift Work, of the award according to the employee's roster or projected roster including Saturday and Sunday shifts;

(cc) The rate payable pursuant to Clause 7. - Higher Duties calculated on a daily basis, which the employee would have received for ordinary time during the relevant period whether on a shift roster or otherwise.

(dd) Any other rate to which the employee is entitled in accordance with his contract of employment for ordinary hours of work; provided that this provision shall not operate so as to include any payment which is of similar nature to or is paid for the same reasons as or is paid in lieu of those payments prescribed by Clause 11. - Overtime, Clause 15. - Special Rates and Provisions, Clause 16. - Car Allowance, Clause 17. - Fares and Travelling Time or Clause 18. - Distant Work of this award, nor any payment which might have become payable to the employee as reimbursement for expenses incurred.

(c) In addition to the payment prescribed in paragraph (b) hereof, an employee shall receive a loading calculated on the rate of wage prescribed by that paragraph. This loading shall be as follows:

(i) Day employee - An employee who would have worked on day work had he not been on leave – a loadinf of 17 ½ per cent.

(ii) Shift employee - An employee who would have worked on shift work had he not been on leave - a loading of 17½ per cent. Provided that where the employee would have received shift loadings prescribed by Clause 12. - Shift Work and, if applicable, payment for work on a regularly rostered sixth shift in not more than one week in any four weeks had he not been on leave during the relevant period and such loadings and payment would have entitled him to a greater amount than the loading of 17½ per cent, then the shift loadings and, if applicable, the payment for the said regularly rostered sixth shift shall be added to the rate of wage prescribed by paragraph (b)(ii)(aa) hereof in lieu of the 17½ per cent loading. Provided further, that if the shift loadings and, if applicable, the payment for the said regularly rostered sixth shift would have entitled him to a lesser amount than the loading of 17½ per cent then such loading of 17½ per cent shall be added to the rate of wage prescribed by paragraph (b) but not including paragraph (b)(ii)(bb) hereof in lieu of the shift loadings and the said payment.

Except as provided in paragraph (a) of subclause (6) of this clause, the loading prescribed by this paragraph shall not apply to proportionate leave on termination

(4) (a) A seven day shift employee, i.e., a shift employee who is rostered to work regularly on Sundays and holidays shall be allowed one week's leave in addition to the leave to which he is otherwise entitled under this clause.

(b) Where an employee with 12 months' continuous service is engaged for part of a qualifying twelve-monthly period as a seven day shift employee he shall be entitled to have the period of annual leave to which he is otherwise entitled under this clause increased by one-twelfth of a week for each completed month he is continuously so engaged.

(5) If any award holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid.

(6) (a) An employee whose employment terminates after he has completed a twelve-monthly qualifying period and who has not been allowed the leave prescribed under this clause in respect of that qualifying period, shall be given payment as prescribed in paragraphs (b) and (c) of subclause (3) of this clause in lieu of that leave or, in a case to which subclauses (9), (10) or (11) 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 that qualifying period.

(b) If, after one month's continuous service in any qualifying twelve monthly period an employee lawfully leaves the employment or the employment is terminated by the employer through no fault of the employee, the employee shall be paid 2.923 hours' pay at the rate of wage prescribed by paragraph (b) of subclause (3) of this clause, divided by thirty-eight, in respect of each completed week of continuous service.

(7) Any time in respect of which an employee is absent from work except time for which he is entitled to claim sick pay or time spent on holidays or annual leave as prescribed by this award shall not count for the purpose of determining his right to annual leave.

(8) In the event of an employee being employed by an employer for a portion only of a year, he shall only be entitled, subject to subclause (6) 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 employees he shall not be entitled to work or pay whilst the other employees of such employer are on leave on full pay.

(9) Annual leave shall be given and taken in one or two continuous periods. If the annual leave is given in two continuous periods then one of those periods must be at least three consecutive weeks. Provided that if the employer and the employee so agree then the employee's annual leave entitlement may be given and taken in two separate periods, neither of which is of at least three consecutive weeks, or in three separate periods.

Provided further that an employee may, with the consent of his/her employer, take short term annual leave not exceeding five days in any calendar year, at a time or times separate from any periods determined in accordance with this subclause. The employer will endeavour to meet such requests for short term leave wherever possible.

(10) Where an employer closes down his business, or a section or sections thereof, for the purposes of allowing annual leave to all or the bulk of the employees in the business, or section or sections concerned, the following provisions shall apply:

(a) He may by giving not less than one month's notice of his intention so to do, stand off for the duration of the close-down all employees in the business or section or sections concerned.

(b) An employer may close down his business for one or two separate periods for the purpose of granting annual leave in accordance with this subclause. If the employer closes down his business in two separate periods one of those periods shall be for a period of at least three consecutive weeks. Provided that where the majority of the employees in the business or section or sections concerned agree, the employer may close down his business in accordance

with this subclause in two separate periods neither of which is of at least three consecutive weeks, or in three separate periods. In such cases the employer shall advise the employees concerned of the proposed date of each close down before asking them for their agreement.

(11) (a) An employer may close down his business, or a section or sections thereof for a period of at least three consecutive weeks and grant the balance of the annual leave due to an employee in one continuous period in accordance with a roster.

Provided that by agreement with the majority of employees an employer may close down the plant for a period of at least 14 consecutive days including non-working days and grant the balance of the annual leave due to an employee by mutual arrangement.

(b) An employer may close down his business, or a section or sections thereof for a period of less than three consecutive weeks and allow the balance of the annual leave due to an employee in one or two continuous periods, either of which may be in accordance with a roster. In such a case the granting and taking of annual leave shall be subject to the agreement of the employer and the majority of the employees in the business, or a section or sections thereof respectively and before asking the employees concerned for their agreement, the employer shall advise them of the proposed date of the close down or close downs and the details of the annual leave roster.

(12) The provisions of this clause shall not apply to casual employees.

21. - ABSENCE THROUGH SICKNESS

(1) (a) An employee who is unable to attend or remain at the place of employment during the ordinary hours of work by reason of personal ill health or injury shall be entitled to payment during such absence in accordance with the provisions of this clause.

(i) Employee who actually works 38 ordinary hours each week

An employee whose ordinary hours of work are arranged in accordance with placitum (i) or (ii) of paragraph (a) of subclause (3) of Clause 10. - Hours so that the employee actually works 38 ordinary hours each week shall be entitled to payment during such absence for the actual ordinary hours absent.

(ii) Employee who works an average of 38 ordinary hours each week

An employee whose ordinary hours of work are arranged in accordance with placitum (iii) or (iv) of paragraph (a) of subclause (3) of Clause 10. - Hours so that the employee works an average of 38 ordinary hours each week during a particular work cycle shall be entitled to pay during such absence calculated as follows:

Duration of absence	x	Appropriate weekly pay
Ordinary hours normally worked that day		5

An employee shall not be entitled to claim payment for personal ill health or injury nor will the employee's sick leave entitlement be reduced if such ill health or injury occurs on the week day the employee is to take off duty in accordance with placitum (iii) or (iv) of paragraph (a) of subclause (3) of Clause 10. - Hours of this award.

(b) Notwithstanding the provisions of paragraph (a) of this subclause an employer may adopt an alternative method of payment of sick leave entitlements where the employer and the majority of the employees so agree.

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

(d) If in the first or successive years of service with the employer an employee is absent on the ground of personal ill health or injury for a period longer than the employee's entitlement to paid sick leave, payment may be adjusted at the end of that year of service, or at the time the employee's services terminate, if before the end of that year of service, to the extent that the employee has become entitled to further paid sick leave during that year of service.

(2) The unused portions of the entitlement to paid sick leave in any one year shall accumulate from year to year and subject to this clause may be claimed by the employee if the absence by reason of personal ill health or injury exceeds the period for which entitlement has accrued during the year at the time of the absence. Provided that an employee shall not be entitled to claim payment for any period exceeding ten weeks in any one year of service.

(3) To be entitled to payment in accordance with this clause the employee shall as soon as reasonably practicable advise the employer of inability to attend for work, the nature of the illness or injury and the estimated duration of the absence. Provided that such advice, other than in extraordinary circumstances shall be given to the employer within 24 hours of the commencement of the absence.

(4) The provisions of this clause do not apply to an employee who fails to produce a certificate from a medical practitioner dated at the time of the absence or who fails to supply such other proof of the illness or injury as the employer may reasonably require provided that the employee shall not be required to produce a certificate from a medical practitioner with respect to absences of two days or less unless after two such absences in any year of service the employer requests in writing that the next and subsequent absences in that year if any, shall be accompanied by such certificate.

(5) (a) Subject to the provisions of this subclause, the provisions of this clause apply to an employee who suffers personal ill health or injury during the time when the employee is absent on annual leave and an employee may apply for and the employer shall grant paid sick leave in place of paid annual leave.

(b) Application for replacement shall be made within seven days of resuming work and then only if the employee was confined to the place of residence or a hospital as a result of the employee's personal ill health or injury for a period of seven consecutive days or more and the employee produces a certificate from a registered medical practitioner that the employee was so confined. Provided that the provisions of this paragraph do not relieve the employee of the obligation to advise the employer in accordance with subclause (3) of this clause if the employee is unable to attend for work on the working day next following the employee's annual leave.

(c) Replacement of paid annual leave by paid sick leave shall not exceed the period of paid sick leave to which the employee was entitled at the time the employee proceeded on annual leave and shall not be made with respect to fractions of a day.

(d) Where paid sick leave has been granted by the employer in accordance with paragraphs (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid sick leave is hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the employee or, failing agreement, shall be added to the employee's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions of Clause 20. - Holidays and Annual Leave.

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

(6) Where a business has been transmitted from one employer to another and the employee's service has been deemed continuous in accordance with subclause (3) of Clause 2 of the Long Service Leave provisions published in volume 66 of the Western Australian Industrial Gazette at pages 1-4, the paid sick leave standing to the credit of the employee at the date of transmission from service with the

transmittor shall stand to the credit of the employee at the commencement of service with the transmittee and may be claimed in accordance with the provisions of this clause.

(7) The provisions of this clause with respect to payment do not apply to 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.

22. - LONG SERVICE LEAVE

The Long Service Leave provisions set out in volume 59 of the Western Australian Industrial Gazette at pages 1 to 6 both inclusive, are hereby incorporated in and form part of this award.

23. - REPRESENTATIVE INTERVIEWING EMPLOYEES

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

(1) On notifying the employer or his representative an accredited representative of the union shall be permitted to interview an employee during the recognised meal hour on the business premises of the employer at the place at which the meal is taken but this permission shall not be exercised without the consent of the employer more than once in any one week.

(2) In the case of a disagreement existing or anticipated concerning any of the provisions of this award, an accredited representative of the union, on notifying the employer or his representative, shall be permitted to enter the business premises of the employer to view the work the subject of any such disagreement but shall not interfere in any way with the carrying out of such work.

24. - POSTING OF AWARD AND UNION NOTICES

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

25. - BOARD OF REFERENCE

(1) There shall be a Board of Reference consisting of a Chairman and equal number of employers' and employees' members who shall be appointed pursuant to Section 48 of the Industrial Relations Act 1979 (as amended) and Regulation 25 of the Industrial Relations Commission Regulations 1980.

(2) The Board of Reference may allow, approve, fix, determine, or deal with -

(a) any matter or thing that, under the award, may require to be allowed, approved, fixed, determined or dealt with by a Board of Reference; and

(b) any matter or thing arising under or out of the provisions of an award, not involving the interpretation of any such provision, which the Commission may at any time, by order, authorise a Board of Reference to allow, approve, fix, determine or deal with,

in the manner and subject to the conditions specified in the award or order, as the case may be.

26. - BEREAVEMENT LEAVE

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

(3) For the purpose of this clause the pay of a employee employed on shift work shall be deemed to include any usual shift allowance.

27. – DELETED

28. - WAGES

(1) (a) The ordinary weekly rate of wage payable to adult employees covered by this Award shall be as follows:

Classification	**On Engagement**	**Supplementary Payment Per Week**	**Arbitrated Safety Net Adjustment**	**Tota l Payment Per Week**
Group A Serviceperson (Special Class)	386.60	51.90	246.30	684.80
Group B Serviceperson	362.80	49.40	244.30	656.50
Group C Installer	362.80	49.40	244.30	656.50
Group D Trades Assistant	310.20	39.30	244.30	593.80

Classification	**After 12 months experience with the employer**	**Supplementary Payment Per Week**	**Arbitrated Safety Net Adjustment**	**Total Payment Per Week**
Group A Serviceperson (Special Class)	407.30	51.90	246.30	705.50
Group B Serviceperson	384.20	49.40	246.30	679.90
Group C Installer	384.20	49.40	246.30	679.90
Group D Trades Assistant	310.20	39.30	244.30	593.80

(2) A casual employee shall be paid 20 per cent of the ordinary rate in addition to the ordinary rate for the calling in which he is employed.

(3) (a) Where an employer does not provide a tradesperson with the tools ordinarily required by that tradesperson in the performance of their work as a tradesperson the employer shall pay a tool allowance of $14.60 per week to such tradesperson for the purpose of such tradesperson supplying and maintaining tools ordinarily required in the performance of their work as a tradesperson.

(b) Any tool allowance paid pursuant to paragraph (a) of this subclause shall be included in, and form part of, the ordinary weekly wage prescribed in this Clause.

(c) An employer shall provide for the use of tradespersons all necessary power tools, special purpose tools and precision measuring instruments.

(d) A tradesperson shall replace or pay for any tools supplied by the employer if lost through their negligence.

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

(i) $47.20 per week if they are engaged on the construction of a large industrial undertaking or any large civil engineering project.

(ii) $42.70 per week if they are engaged in a multi-storeyed building but only until the exterior walls have been erected and the windows completed and a lift made available to carry the employee between the ground floor and the floor upon which they are required to work. A multi-storeyed building is a building which, when completed, will consist of at least five storeys.

(iii) $24.60 per week if they are engaged otherwise on construction work falling within the definition of construction work in Clause 5. - Definitions of this Award.

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

(c) An allowance paid under this subclause includes any allowance otherwise payable under Clause 15. - Special Rates and Provisions of this Award except the allowance for work at heights, the first aid allowance and the licence allowance.

(5) **Leading Hand:** In addition to the appropriate total wage prescribed in subclause (1) of this clause, a leading hand shall be paid –

(a)	If placed in charge of not less than three and not more than ten other employees	$26.80
(b)	If placed in charge of more than ten and not more than twenty other employees	$40.90
(c)	If placed in charge of more than twenty other employees	$52.60

(6) Structural Efficiency

(a) Arising out of the decision of the State Wage Case on 8 September 1989 and in consideration of the wage increases resulting from the first structural efficiency adjustment 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 the Award are committed to implementing a new wage and classification structure. In making this commitment the parties -

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

(ii) Undertake that upon variation to 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;

(iii) Will co-operate in the transition from the existing classification structure to the proposed new structure to ensure that the transition takes place in an orderly manner without creating false expectations or disputation.

(c) In the event that there is a claim for reclassification by an existing employee to a higher level under any new structure on the ground that the employee possesses equivalent skill and knowledge gained through on-the-job experience or on any other ground, the following principles apply -

(i) The parties agree that the existing award disputes avoidance procedure shall be followed;

(ii) Agreed competency standards shall be established by the parties in conjunction with TAFE and SESDA (when operative) for all levels in any new classification structure before any claims for reclassification are processed;

(iii) An agreed authority (such as TAFE or SESDA) or agreed accreditation authority (when operative) shall test the validity of an employee's claim for reclassification;

(d) Reclassification to any higher level shall be contingent upon such additional work being available and required to be performed by the employer.

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

(f) At each plant or enterprise a consultative mechanism may be established by the employer, or shall be established upon request by the employees or their Union. The consultative mechanism and procedure shall be appropriate to the size, structure and needs of that plant or enterprise. Measures raised by the employer, employees or Union or Unions for consideration consistent with the objectives of paragraph (e) hereof shall be processed through that consultative mechanism and procedures.

(g) Measures raised for consideration consistent with paragraph (f) hereof shall be related to implementation of the new classification structure, the facilitative provisions contained in the Award and, subject to Clause 34. - Training, matters concerning training and, subject to paragraph (h) hereof, any other measures consistent with the objectives of paragraph (e) of this subclause.

(h) Without limiting the rights of either an employer or the Union to arbitration, any other measure designed to increase flexibility at the plant or enterprise and sought by any party shall be notified to the Commission and by agreement of the parties involved shall be subject to the following requirements:

(i) The changes sought shall not affect provisions reflecting national standards recognised by the Western Australian Industrial Relations Commission;

(ii) The majority of employees affected by the change at the plant or enterprise must genuinely agree to the change;

(iii) No employee shall lose income as a result of the change;

(iv) The Union must be a party to the Agreement;

(v) The Union shall not unreasonably oppose any agreement;

(vi) Any agreement shall be subject to approval by the Western Australian Industrial Relations Commission and, if approved, shall operate as a Schedule to this Award

and take precedence over any provision of this Award to the extent of any inconsistency.

(i) Any disputes arising in relation to the implementation of paragraphs (f) and (g) hereof shall be subject to the provisions of Clause 31. - Avoidance of Industrial Dispute, of this Award.

(j) The parties to this award agree to finalise outstanding matters relating to the classification structure and definitions and in respect of further flexibility provisions relating but not limited to hours of work and higher duties within six months of 20 February 1991.

29. - NO REDUCTION

Nothing in this award shall serve to reduce the wages and conditions received by an employee prior to this award coming into operation.

30. - DELETED

31. - AVOIDANCE OF INDUSTRIAL DISPUTES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32. - PART TIME EMPLOYMENT

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

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

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

(a) Annual Leave

Where a part time employee is entitled to a payment either, on termination or for the purpose of annual leave or at a close down, for continuous service in any qualifying twelve monthly period then the payment of 2.923 hours' pay prescribed by paragraph (b) of subclause (6) of Clause 20. - Holidays and Annual Leave shall be in respect of each cumulative period of 38 ordinary hours worked during the qualifying period.

(b) Holidays

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

(c) Absence Through Sickness

Notwithstanding the provisions of paragraph (a) of subclause (1) of Clause 21. - Absence Through Sickness the accrual of one-sixth of a week for each completed month of service shall be calculated on the average number of ordinary hours worked each week for every completed month of service.

(d) Bereavement Leave

Where a part time employee would normally work on either or both of the two working days following the death of a close relative which would entitle an employee on weekly hiring to bereavement leave in accordance with Clause 26. - Bereavement Leave of this award the employee shall be entitled to be absent on bereavement leave on either or both of those two working days without loss of pay for the day or days concerned.

(e) Overtime

A part time employee who works in excess of the hours fixed under the contract of employment shall be paid overtime in accordance with Clause 11. - Overtime of this award.

33. - LIBERTY TO APPLY

Liberty is reserved to apply to amend in respect of –

(1) Altering the spread of hours prescribed by Clause 10. - Hours from 6.30 a.m. to 6.00 p.m., to 6.00 a.m. to 6.00 pm.

(2) (a) Increasing the licence allowance prescribed by subclause (15) of Clause 15. - Special Rates and Provisions by the second tier increase of 4%.

(b) Increasing the tool allowance prescribed by subclause (3) of Clause 28. - Wages by the second tier increase of 4%.

34. - TRAINING

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

(a) Developing a more highly skilled and flexible workforce;

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

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

(2) Following proper consultation in accordance with subclause (6) in Clause 28. - Wages, or through the establishment of a Training Committee, an employer shall develop a training programme consistent with -

(a) The current and future skill needs of the enterprise;

(b) The size, structure and nature of the operations of the enterprise;

(c) The need to develop vocational skills relevant to the enterprise and the radio and television industry through courses conducted by accredited educational institutions and providers.

(3) Where it is agreed that a Training Committee be established, such Training Committee shall be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, which may include but not be limited to -

(a) Formulation of a training programme and availability of training courses and career opportunities to employees;

(b) Dissemination of information on the training programme and availability of training courses and career opportunities to employees;

(c) The recommending of individual employees for training and reclassification;

(d) Monitoring and advising management and employees regarding the ongoing effectiveness of the training.

(4) (a) Where, as a result of consultation in accordance with subclause (6) of Clause 28. - Wages, or through a Training Committee and/or with the employee concerned, it is agreed that additional training in accordance with the programme developed pursuant to subclause (2) hereof should be undertaken by an employee, that training may be undertaken either on or off the job and if

the training is undertaken during ordinary working hours, the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.

(b) Any costs associated with standard fees for prescribed courses and prescribed text books (excluding those text books which are available in the employer's technical library) incurred with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Provided that always reimbursement shall be on an annual basis, in arrears, subject to the presentation of reports of satisfactory progress.

(c) Travel costs incurred by an employee undertaking training in accordance with this Clause, which exceed those normally incurred in travelling to and from work, shall be reimbursed by the employer.

(5) Subclauses (2), (3) and (4) hereof shall operate as interim provisions and shall be reviewed after nine months operation. In the meantime, the parties shall monitor the effectiveness of those interim provisions in encouraging the attainment of the objectives detailed in subclause (1) hereof. In this connection, the Unions reserve the right to press for the mandatory prescription of a minimum number of training hours per annum, without loss of pay, for an employee undertaking training to meet the needs of an individual enterprise and the radio and television industry.

(6) Any disputes arising in relation to subclauses (2) and (3) shall be subject to the provisions of Clause 31. - Avoidance of Industrial Dispute, of this award.

DATED at Perth this 17th day of November, 1980.

APPENDIX - RESOLUTION OF DISPUTES REQUIREMENTS

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

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

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

SCHEDULE ONE - SCHEDULE OF RESPONDENTS

Wormald Security Controls

Chubb Alarms (A Division of Chubbs Australia Limited)

Metropolitan Security Services (A Division of Mayne Nickless Limited)

SCHEDULE TWO - NAMED PARTIES TO THE AWARD

Union Party to the Award

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering and Electrical Division, Western Australian Branch

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.

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

ELECTRICAL TRADES

(SECURITY ALARMS INDUSTRY) AWARD 1980

NO. R 27 OF 1979

Delivered 17/11/80 at 60 WAIG 2408

Consolidated at 64 WAIG 1423

Consolidated Sec 93(6) at 76 WAIG 586

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
	Cl.	1402 & 1405/98	10/09/98	78 WAIG 4332

Cl	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 & 2168
(9)	1197/03	1/11/03	83 WAIG 3537
Cl	570/04	4/06/04	84 WAIG 15211
Cl.	576/05	07/07/05	85 WAIG 2083, 2368
Cl.	957/05	07/07/06	86 WAIG 1631 & 1896
Cl.	1/07	01/07/07	87 WAIG 1487 & 1780
Cl.	115/07	01/07/08	88 WAIG 773 & 1041
Cl	1/09	01/10/09	89 WAIG 735 & 1461

2. Arrangement

Cl. 30 cancelled	1333/87	16/12/87	65 WAIG 1331
Cl.30	749/87 Sch A	22/12/87	68 WAIG 465
Cl.30, ins 31,32,33	749/87 Sch B	22/12/87	68 WAIG 465
Cl.	893/88	22/09/88	69 WAIG 232
Del. 2A (Sept 88)	1940/89	08/09/89	69 WAIG 2913
Ins. 2A (Sept 89)	1760/89(R)	08/05/90	70 WAIG 2271
Ins. 34	567/90(R2) & 1264/90	20/02/91	71 WAIG 987
2A	1891/90	28/10/91	71 WAIG 2919
Ins. 1A	1752/91	31/01/92	72 WAIG 191
Del. Sch. Resp., Ins. Sch. 1 & 2	744(A)/93	03/06/93	73 WAIG 2102
1A. Title	1457/93	24/12/93	74 WAIG 198
1A. Title	985/94	30/12/94	75 WAIG 23
1A. Title	1164/95	21/03/96	76 WAIG 911
Ins. Appendix - Resolution...	693/96	16/07/96	76 WAIG 2768
Ins. Appendix - S.49B...	694/96	16/07/96	76 WAIG 2789
1A. Title	915/96	7/08/96	76 WAIG 3368
1A	940/97	14/11/97	77 WAIG 3177

Ins. 1B	940/97	14/11/97	77 WAIG 3177
1A	757/98	12/06/98	78 WAIG 2579
Del. 2A, Titles 27 & 30	1402 & 1405/98	10/09/98	78 WAIG 4332
Del 1A.	609/99	06/07/99	79 WAIG 1847

(2A. State Wage Principles - September 1988)

Ins. Cl.	893/88	22/09/88	69 WAIG 232
Del. Cl.	1940/89	08/09/89	69 WAIG 2913

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

Ins. Cl.	1760/89(R)	08/05/90	70 WAIG 2271
Del. Cl.	1891/90	28/10/91	71 WAIG 2919

2A. State Wage Case Principles - June 1991

Ins. Cl.	1891/90	28/10/91	71 WAIG 2919
Del. Cl.	1402 & 1405/98	10/09/98	78 WAIG 4332

3. Area and Scope

4. Term

5. Definitions

(6)	1582A/96	12/09/97	77 WAIG 2718

6. Contract of Service

7. Higher Duties

8. Under-Rate Employees

9. Cadets

10. Hours

Cl.	749/87 Sch. A	22/12/87	68 WAIG 465
Ins. (1)(b)(v), (1)(c); (3)(e),(3)(g)	749/87 Sch. B	22/12/87	68 WAIG 465

11. Overtime

(3)(g)	110/84	30/07/84	64 WAIG 1550
(g).	242/85	29/05/85	65 WAIG 811
(3)(g)	992/85	19/12/85	66 WAIG 535
(3)(g)	681/86	22/09/86	66 WAIG 1650
Cl.	749/87 Sch. A	22/12/87	68 WAIG 465
New para - (3)(i)(i)	749/87 Sch. B	22/12/87	68 WAIG 465
(3)(f)	893/88	22/09/88	69 WAIG 232
(3)(f)	1760/89(R)	08/05/90	70 WAIG 2271
(3)(f)	1667/90	04/12/90	71 WAIG 107
(3)(f)	1891/90	28/10/91	71 WAIG 2919
(3)(f)	1140/92	15/10/92	72 WAIG 2573
(3)(f)	1308/93	11/11/93	73 WAIG 3424
(3)(f)	270/95	22/08/95	75 WAIG 2570
(3)(f)	1582A/96	12/09/97	77 WAIG 2718
(3)(f)	1282/00	08/12/00	81 WAIG 652
(3)(f)	1598/01	15/11/01	81 WAIG 3070
(3)(f)	1884/02	10/2/03	83 WAIG 685
(3)(f)	138/04	25/05/04	84 WAIG 1366
(3)(f)	1208/04	10/12/04	85 WAIG 548
(3)(f)	778/05	19/09/05	85 WAIG 3518
(3)(f)	83/06	02/11/06	86 WAIG 3173
(3)(f)	87/07	26/09/07	87 WAIG 2819
(3)(f)	29/08	02/10/08	88 WAIG 1999
(3)(f)	62/09	11/12/09	90 WAIG 20

12. Shift Work

Cl.	749/87 Sch. A	22/12/87	68 WAIG 465

13. Payment of Wages

Cl.	749/87 Sch. A	22/12/87	68 WAIG 465
(6)	749/87 Sch. B	22/12/87	68 WAIG 465

14. Time and Wages Record

Ins.Txt	2053(1)/97	22/11/97	77 WAIG 3138
Ins text.	491/98	16/04/98	78 WAIG 1471

15. Special Rates and Provisions

Cl.	110/84	30/07/84	64 WAIG 1550
(1)-(2),(3),(4),(13),(14)	242/85	29/05/85	65 WAIG 811
(1)-(2),(3),(4),(13),(14)	992/85	19/12/85	66 WAIG 535
(1)-(2),(3),(4),(13),(14)	681/86	22/09/86	66 WAIG 1650
(1)-(4),(6),(13),(14)	893/88	22/09/88	69 WAIG 232
(1)-(4),(6),(13),(14)	1760/89®	08/05/90	70 WAIG 2271
(1)-(4),(6),(13),(14)	567/90(R2) & 1264/90	20/02/91	71 WAIG 987
(1)-(4),(13),(14)	1891/90	28/10/91	71 WAIG 2919
(3)	1582A/96	12/09/97	77 WAIG 2718
(1)-(4), (6), (13) & (14)	1402 & 1405/98	10/09/98	78 WAIG 4332
(1)-(4), (6), (13), & (14)	1282/00	08/12/00	81 WAIG 652
(1)-(15)	1598/01	15/11/01	81 WAIG 3070
(1)-(15)	1884/02	10/02/03	83 WAIG 685
(1)-(15)	138/04	25/05/04	84 WAIG 1366
(1)-(15)	1208/04	10/12/04	85 WAIG 548
(1)-(4), (6), (13), & (14)	778/05	19/09/05	85 WAIG 3518
(1)-(4), (6), (13) & (14)	83/06	02/11/06	86 WAIG 3173
(1)-(4), (6), (13) & (14)	87/07	26/09/07	87 WAIG 2819
(1)-(4), (6), (13) & (14)	29/08	02/10/08	88 WAIG 1999
(1)-(2)-(3)-(4)-(6)-(13)-(14)	62/09	11/12/09	90 WAIG 20

16. Car Allowance

(3)	110/84	30/07/84	64 WAIG 1550

(3)	242/85	29/05/85	65 WAIG 811
(3)	992/85	19/12/85	66 WAIG 535
(3)	1465(A)/88	20/01/89	70 WAIG 3194
(3)	1667/90	04/12/90	71 WAIG 107
(3)	1891/90	28/10/91	71 WAIG 2919
(3)	1140/92	15/10/92	72 WAIG 2573
(3)	1308/93	11/11/93	73 WAIG 3424
(3)	270/95	22/08/95	75 WAIG 2570
(3)	1582A/96	12/09/97	77 WAIG 2718
(3)	1282/00	08/12/00	81 WAIG 652
(3)	1598/01	15/11/01	81 WAIG 3070
(3)	138/04	25/05/04	84 WAIG 1366
(3)	1208/04	10/12/04	85 WAIG 548
(3)	778/05	19/09/05	85 WAIG 3518
(3)	83/06	02/11/06	86 WAIG 3173
(3)	87/07	26/09/07	87 WAIG 2819
(3)	29/08	02/10/08	88 WAIG 1999

17. Fares and Travelling Time

18. Distant Work

(4),(5)	110/84	30/07/84	64 WAIG 1550
(5)	30/85	20/03/85	65 WAIG 679
(4)	242/85	29/05/85	65 WAIG 811
(4),(5)	681/86	22/09/86	66 WAIG 1650
(4),(5)	893/88	22/09/88	69 WAIG 232
(4),(5)	1465(A)/88	20/01/89	70 WAIG 3194
(4),(5)	1760/89(R)	08/05/90	70 WAIG 2271
(4),(5)	1667/90	04/12/90	71 WAIG 107
(4),(5)	1891/90	28/10/91	71 WAIG 2919
(4),(5)	1140/92	15/10/92	72 WAIG 2573
(4),(5)	1308/93	11/11/93	73 WAIG 3424

(4),(5)	270/95	22/08/95	75 WAIG 2570
(4),(5)	1582A/96	12/09/97	77 WAIG 2718
(4),(5)	1282/00	08/12/00	81 WAIG 652
(4) & (5)	1598/01	15/11/01	81 WAIG 3070
(4) (5)	138/04	25/05/04	84 WAIG 1366
(4) & (5)	1208/04	10/12/04	85 WAIG 548
(4) & (5)	778/05	19/09/05	85 WAIG 3518
(4) & (5)	83/06	02/11/06	86 WAIG 3173
(4) & (5)	87/07	26/09/07	87 WAIG 2819
(4) & (5)	29/08	02/10/08	88 WAIG 1999

19. Location Allowances

Cl.	397/85	01/07/85	65 WAIG 1349
Cl.	409/86	01/07/86	66 WAIG 1149
Cl.	603/87	01/07/87	67 WAIG 1094
Cl.	1353/87	01/01/88	68 WAIG 996
Cl.	517/89	01/07/88	68 WAIG 1686
Cl.	834/89	01/07/89	69 WAIG 3217
Cl.	778 & 1065/90	01/07/90	70 WAIG 2995
(1)	1049/91	01/07/91	71 WAIG 2753
Cl.	851/92	01/07/92	72 WAIG 2498
Cl.	943/93	01/07/93	73 WAIG 1989
Cl.	714/94	01/07/94	74 WAIG 1869
Cl.	641/95	01/07/95	75 WAIG 2125
Cl.	911/96	01/07/96	76 WAIG 3365
Cl.	1400/97	01/07/97	77 WAIG 2547
Cl.	975/98	01/07/98	78 WAIG 2999
Cl.	690/99	01/07/99	79 WAIG 1843
Cl.	1050/00	01/08/00	80 WAIG 3153
Cl.	718/01	01/08/01	81 WAIG 1559
Cl.	686/02	01/07/02	82 WAIG 1185
Cl.	570/03	01/07/03	83 WAIG 1657

Cl.	696/04	01/07/04	84 WAIG 2145
Cl.	458/05	01/07/05	85 WAIG 1893
Cl.	59/06	01/07/06	86 WAIG 1471
Cl.	53/07	01/07/07	87 WAIG 2435
Cl.	9/08	01/07/08	88 WAIG 689
Cl.	24/09	01/07/09	89 WAIG 729
Corr. Order Schedule B (7)(a)(i)&(ii)	24/09	01/07/09	89 WAIG 2483

20. Holidays and Annual Leave

(6)(b)	749/87 Sch. A	22/12/87	68 WAIG 465
New para – (9) &	567/90(R2)		
New para – (11)(a)	& 1264/90	20/02/91	71 WAIG 987
Del (6)(c)	1582A/96	12/09/97	77 WAIG 2718

21. Absence Through Sickness

Cl.	749/87 Sch. A	22/12/87	68 WAIG 465

22. Long Service Leave

23. Representative Interviewing Employees

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

24. Posting of Award and Union Notices

25. Board of Reference

(1)	1582A/96	12/09/97	77 WAIG 2718

26. Bereavement Leave

(27. Supplementary Payments)

Cl.	749/87 Sch. B	22/12/87	68 WAIG 465
(1)(a)	893/88	22/09/88	69 WAIG 232

(1)(a)	567/90(R2) & 1264/90	20/02/91	71 WAIG 987
(1)(a)	1181/91	26/08/91	71 WAIG 2296
(1)(a)	1891/90	28/10/91	71 WAIG 2919
(1)(a)	1513/91	06/04/92	72 WAIG 1333
(1)(a); rename (1)(b) as (1)(c); Ins (1)(b)	206/94	29/04/94	74 WAIG 1275
(1)	269/95	07/05/96	76 WAIG 1981
Correction Ord. (1)(a)	269/95	07/05/96	76 WAIG 1982
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
(1)(a)&(b)	1052/97	19/11/97	77 WAIG 3466
Cl & title	1402 & 1405/98	10/09/98	78 WAIG 4332

27. Supplementary Payments

28. Wages

(3),(4)	110/84	30/07/84	64 WAIG 1550
(3),(4)	242/85	29/05/85	65 WAIG 811
(3),(4)	992/85	19/12/85	66 WAIG 535
Cl.	749/87 Sch. B	22/12/87	68 WAIG 465
Preamble,(1),(3),(4),(5)	893/88	22/09/88	69 WAIG 232
(1),(3),(4),(5); Ins. (6)	1760/89®	08/05/90	70 WAIG 2271
(1),(3)(a),(4)(a),(5), (6)(e) ; Ins. (6)(f)-(j)	567/90(R2) & 1264/90	20/02/91	71 WAIG 987
(1),(3)(a),(4),(5)	1891/90	28/10/91	71 WAIG 2919
Preamble (5)	1582A/96	12/09/97	77 WAIG 2718
(1), (3)-(5)	1402 & 1405/98	10/09/98	78 WAIG 4332
(1)(a) rates, & (b) Ins.Text	609/99	01/08/99	79 WAIG 1847
Cl	654/00	01/08/00	80 WAIG 3379
(3)-(5)	1282/00	08/12/00	81 WAIG 652
Cl	752/01	01/08/01	81 WAIG 1721
(1)(a)	1598/01	15/11/01	81 WAIG 3070
(3)-(5)	1598/01	15/11/01	81 WAIG 3070
(1)(a)	797/02	01/08/02	82 WAIG 1369
(1)-(6)	1884/02	10/2/03	83 WAIG 685
Cl.	569/03	5/06/03	83 WAIG 1899 & 2168

(3) (4) (5)	138/04	25/05/04	84 WAIG 1366
Cl	570/04	4/06/04	84 WAIG 1521 & 1709
(3)-(5)	1208/04	10/12/04	85 WAIG 548
Cl.	576/05	07/07/05	85 WAIG 2083, 2368
(3)-(5)	778/05	19/09/05	85 WAIG 3518
Cl.	957/05	07/07/06	86 WAIG 1631 & 1896
(3) – (5)	83/06	02/11/06	86 WAIG 3173
Cl.	1/07	01/07/07	87 WAIG 1487 & 1780
(3) – (5)	87/07	26/09/07	87 WAIG 2819
Cl.	115/07	01/07/08	88 WAIG 773 & 1042
(3) – (5)	29/08	02/10/08	88 WAIG 1999
Cl	1/09	01/10/09	89 WAIG 735 & 1461
(3)-(5)	62/09	11/12/09	90 WAIG 20

29. No Reduction

(30. No Extra Claims)

Del. Cl.	749/87 Sch. B	22/12/87	68 WAIG 465

(First Schedule - 38 Hour Week Provisions)

Cl. 6 - (3)(f)	110/84	30/07/84	64 WAIG 1550
Cl. 6 - (3)(f)	242/85	29/05/85	65 WAIG 811
Cl. 6 - (3)(f)	992/85	19/12/85	66 WAIG 535
Cl. 6 - (3)(f)	681/86	22/09/86	66 WAIG 1650
Cl. 6 - (3)(e)	1114/86	02/06/87	67 WAIG 1158
Del. Sched.	749/87 Sch. A	22/12/87	68 WAIG 465

(30. Junior Employees - Special Order)

Cl. 30 cancelled	1333/87	16/12/87	65 WAIG 1331
Ins. Cl.	749/87 Sch. B	22/12/87	68 WAIG 465
Cl. & title	1402 & 1405/98	10/09/98	78 WAIG 4332

30. Deleted

31. Avoidance of Industrial Disputes

Ins. Cl.	749/87 Sch. B	22/12/87	68 WAIG 465

32. Part Time Employment

Ins. Cl.	749/87 Sch. B	22/12/87	68 WAIG 465

33. Liberty to Apply

Ins. Cl.	749/87 Sch. B	22/12/87	68 WAIG 465

34. Training

Ins. Cl.	567/90(R2)& 1264/90	20/02/91	71 WAIG 987
(4)(a)	1582A/96	12/09/97	77 WAIG 2718

Appendix - Resolution of Disputes Requirements

Ins. Appendix	693/96	16/07/96	76 WAIG 2768
App	2053/97	22/11/97	77 WAIG 3079

(Schedule of Respondents)

Renamed Sch.	744(A)/93	03/06/93	73 WAIG 2102

Schedule One - Schedule of Respondents

Schedule Two - Named Parties To The Award

Ins. Sch.	744(A)/93	03/06/93	73 WAIG 2102
Sch.	1582A/96	12/09/97	77 WAIG 2718

Appendix - S.49B - Inspection of Records Requirements

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