Engine Drivers' (General) Award

1. - TITLE

This award shall be known as the "Engine Drivers' (General) Award" and shall replace Award No. 28 of 1965.

1B. - MINIMUM ADULT AWARD WAGE

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

(2) The minimum adult award wage for full-time employees aged 21 or more is $692.90 per week payable on and from the commencement of the first pay period on or after 1 July 2016.

(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 2016 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 $593.90 per week on and from the commencement of the first pay period on or after 1 July 2016.

(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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2A. - AWARD MODERNISATION

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

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

(a) Acceptance in principle that the new Award skill level definitions will be more suitable for the needs of the industry, sometimes more broadly based, in other matters more truly reflective of

the different skill levels of the task performed, but which shall incorporate the ability for an employee to perform a wider range of duties where appropriate.

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

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

2B. - STRUCTURAL EFFICIENCY EXERCISE

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

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

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

(3) The parties have established a working party for the testing and training of various skill levels and to enable proper consultation with both employees and employers in the industry on matters consistent with the objectives of subclause (2) herein. The parties shall process any such matters through the working party.

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

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

(a) the changes sought shall not affect provisions reflecting National standards;

(b) the working party will consider the implications of the proposed measures for existing workplace arrangements;

(c) the majority of employees affected by the change at the enterprise or within the relevant section or sections of the enterprise must genuinely agree to the change;

(d) the relevant Union or Unions must be a party to the agreement;

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

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

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

(a) develop a more highly skilled workforce;

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

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

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

3. - AREA AND SCOPE

This award shall apply throughout the State south of the 26th parallel of south latitude to workers classified in Clause 19. - Wages of this award employed by the respondents in the industries referred to in Schedule "A".

Provided that the award shall not apply to workers covered by the Engine Drivers' (Building and Steel Construction) Award No. 20 of 1973 as amended, or the Engine Drivers' (Earthmoving and Construction) Award No. 10 of 1963 as amended, or by any other award in force on the 4th day of August, 1967.

4. - TERM

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

5. - CONTRACT OF SERVICE

(1) Except as provided in subclause (2) of this clause, the contract of service shall be by the week terminable by one week's notice on either side given at any time, or the payment by the employer or the forfeiture by the worker (as the case may be) of a week's wages.

(2) An employee engaged for less than two weeks, or who for no fault of his or her own, is dismissed before the expiry of two weeks (exclusive of hours of overtime worked) shall be deemed to be a casual. A casual employee shall be paid twenty per cent of the ordinary rate in addition to the ordinary rate for their class of work.

(3) Nothing herein shall derogate from the employer's right at common law to dismiss a worker without notice for misconduct and a worker so dismissed shall be paid wages for the time worked up to the time of dismissal only.

(4) The employer shall be entitled to deduct payment for any day or portion of a day upon which the worker cannot be usefully employed because of any strike by the union or unions affiliated with it, or by any other association or union or through the breakdown of the employer's machinery or any stoppage of work by any cause which the employer cannot reasonably prevent.

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

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

6. - HIGHER DUTIES

A worker 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 he shall be paid the higher rate for the whole day or shift.

7. - HOURS

(1) Workers other than continuous shift workers -

(a) The ordinary working hours shall not exceed forty hours in any one week or eight hours in any one day and except in the case of shift workers shall be worked between the hours of 7.00 a.m. and 5.30 p.m. Monday to Friday inclusive.

(b) A meal interval of at least thirty minutes but not more than one hour's duration shall be allowed to each worker.

(2) Continuous Shift Workers -

(a) The ordinary hours shall not exceed forty in any one week and shall be worked in five shifts of eight hours each, inclusive of crib time which shall not exceed twenty minutes.

(b) The crib time shall be taken at such time, and if necessary in relays, as not to cause a stoppage of operations.

(3) All Workers -

(a) A worker shall not be compelled to work for more than five and one half hours without a break for a meal.

(b) In all cases of reckoning time of duty, all time necessarily occupied in raising steam, in starting up, or closing down engines, or in banking fires, shall be included.

(4) The provisions of this clause do not apply to the employees of any employer to whom Schedule B - 38 Hour Week Provisions applies.

7A. - PART TIME EMPLOYMENT

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

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

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

(a) Annual Leave

Where a part time employee is entitled to a payment either, on termination or for the purpose of annual leave or at a close down, for continuous service in any qualifying twelve monthly period then the payment of 2.923 hours' pay prescribed by paragraph (b) of subclause (6) of Clause 11. - 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 10. - Holidays 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 12. - Absence Through Sickness the accrual of one-sixth of a week for each completed month of service shall be calculated on the average number of ordinary hours worked each week for every completed month of service.

(d) Bereavement Leave

Where a part time employee would normally work on either or both of the two working days following the death of a close relative which would entitle an employee on weekly hire to bereavement leave in accordance with Clause 13. - Compassionate Leave of this award the employee shall be entitled to be absent on bereavement on either or both of those two working days without loss of pay for the day or days concerned.

(e) Overtime

A part time employee who works in excess of the hours fixed under the contract of employment shall be paid overtime in accordance with Clause 8. - Overtime of this award.

8. - OVERTIME

(1) (a) The provisions of this subclause shall apply only to workers other than continuous shift workers.

(b) All time worked in excess of or outside the ordinary working hours shall be paid for at the rate of time and one half for the first two hours and double time thereafter except that all time worked on Saturday after twelve noon or on Sunday shall be paid for at the rate of double time.

(c) All time worked on the holidays named in Clause 10. - Holidays of this award shall be paid for at the rate of double time and one half.

(2) (a) The provisions of this subclause shall apply only to continuous shift workers.

(b) Subject as hereinafter provided all time worked in excess of or outside the ordinary working hours shall be paid for at the rate of double time except -

(i) Where a worker is called upon to work a sixth shift in not more than one week in any four weeks when he shall be paid for such shift at the rate of time and a half for the first two hours and double time thereafter; and

(ii) Where a worker is called upon to work outside his ordinary hours on a holiday named in Clause 10. - Holidays of this award, then he shall be paid for such work at the rate of double time and one half.

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

(i) if it is due to private arrangements between the workers themselves; or

(ii) if it does not exceed two hours and is due to a relieving man 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 workers.

(b) Meal Allowance -

(i) An employee who, without being notified on the previous day or earlier, has to continue working after the usual knock-off time for more than two hours, shall be provided with any meal required or shall be paid $8.90 for the first meal and $6.00 for each subsequent meal.

Provided that this subclause shall not apply to an employee residing in the same locality as his or her employment who can reasonably return home for a meal.

(ii) If a worker as a consequence of the notification referred to in (i) above has provided a meal and is not required to work less overtime than the period notified, he or she shall be paid for each meal provided and not required, the appropriate prescribed amount.

(c) Standing by -

When a worker is required to hold himself in readiness for a call to work after ordinary hours he shall be paid at ordinary rates for the time he so holds himself in readiness.

(d) Ten or Eight hour Break -

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

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

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

(iv) Where a worker (other than a casual worker or a worker engaged on continuous shift work) is called in to work on a Sunday or holiday preceding an ordinary working day he shall, wherever reasonably practicable, be given ten consecutive hours off duty before his usual starting time on the next day. If this is not practicable then the provisions of sub-paragraphs (ii) and (iii) of this paragraph shall apply mutatis mutandis.

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

(v) The provisions of this subclause shall apply in the case of shift workers 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 worker does not report for duty; or

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

(e) Recall -

When a worker is recalled to work after leaving the job, he shall be paid for at least three hours at overtime rates;

(f) Working during Meal Interval -

Where a worker to whom subclause (1) of this clause applies is required for duty during his usual meal time and his meal time is thereby postponed for more than half an hour, he shall be paid at overtime rates until he gets his meal.

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

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

(4) The provisions of this clause do not apply to the employees of any employer to whom Schedule B - 38 Hour Week Provisions applies.

9. - SHIFT WORK

(1) (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 workers employed on such afternoon or night shifts shall be paid at overtime rates.

(b) The sequence of work shall not be deemed to be broken under the preceding paragraph by reason of the fact that work on the process is not carried out on a Saturday or Sunday or on any public holiday.

(2) (a) A shift worker when on afternoon or night shift shall be paid for such shift fifteen per cent more than his ordinary rate prescribed by this award unless he is working for an employer, the majority of whose employees on shift are covered by the provisions of another award or industrial agreement in which case the shift work loading prescribed in that award or industrial agreement shall be paid.

(b) Any worker who commences his ordinary hours between 5.00 a.m. and 7.00 a.m. shall be deemed to be employed on early morning shift and be paid five per cent in addition to his ordinary rate unless he is working for an employer bound by the Dairy Factory Workers Award No. 15 of 1964 in which case he shall be paid the loading prescribed in that award for early morning shift.

(3) (a) For work performed during ordinary hours a shift worker shall be paid at the rate of time and one half on a Saturday, at the rate of time and three-quarters on a Sunday and at the rate of double time on a holiday.

(b) The rates prescribed in this subclause shall be paid in substitution for and not in addition to the shift allowances prescribed in subclause (2) of this clause.

(4) A worker who -

during a period of engagement on shift, works night shift only; or

remains on night shift for a period longer than four consecutive weeks; or

works on a night shift which does not rotate or alternate with another shift or with day work so as to give him at least one-third of his working time off night shift in each shift cycle,

shall be paid at the rate of time and a quarter for all time worked during ordinary working hours on such night shifts.

(5) Where a shift commences at or after 11 p.m. then the whole shift shall be paid for at the rate which applies to the major portion of the shift.

(6) The provisions of this clause do not apply to the employees of any employer to whom Schedule B - 38 Hour Week Provisions applies.

10. - HOLIDAYS

(1) The following days, or the days observed in lieu shall, subject to Clause 8. - 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.

(2) When any of the days referred to in subclause (1) of this clause falls on a Saturday or a Sunday, such holiday shall be observed on the next succeeding Monday, and where Boxing Day falls on a Sunday or a Monday such holiday shall be observed on the next succeeding Tuesday; in each case the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.

(3) A continuous shift worker who is not required to work on a holiday which falls on his 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 worker so agrees.

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

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

11. - ANNUAL LEAVE

(1) Except as hereinafter provided a period of four consecutive weeks' leave with payment as prescribed in subclause (3) of this clause shall be allowed annually to a worker by his employer.

(2) Continuous shift workers, that is shift workers who are rostered to work regularly on shifts covering all the twenty-four hours of Sundays and holidays, shall be allowed one week's leave in addition to the leave prescribed in subclause (1) of this clause. Where a worker with twelve months' continuous service is engaged for part of a qualifying period of twelve months as a continuous shift worker he shall be entitled to have the period of four consecutive weeks' annual leave prescribed in subclause (1) of this clause increased by one-twelfth of a week for each month he is continuously engaged as aforesaid.

(3) (a) During annual leave a worker shall be paid -

(i) at his ordinary rate of pay plus a loading of 17 1/2 per cent of that rate; or

(ii) the amount that would have been paid to him for work in ordinary hours had he not been on leave,

whichever is the greater of the two.

(b) For the purpose of this subclause the expression "normal rate of pay" means the rate which would have been payable pursuant to this award during annual leave were it not for the provisions of this subclause.

(c) This subclause does not apply to payment for proportionate leave on termination.

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

(5) If after one month's continuous service in any qualifying twelve monthly period a worker leaves his employment or his employment is terminated by the employer through no fault of the worker, the worker shall be paid 3.08 hours pay at his ordinary rate of wage in respect of each completed week of continuous service.

The provisions of this clause do not apply to the employees of any employer to whom Schedule B - 38 Hour Week Provisions applies.

(6) Any time in respect of which a worker is absent from work except time for which he or she is entitled to claim sick pay or time spent on holidays, annual leave or long service leave as prescribed by this award shall not count for the purpose of determining annual leave.

(7) In the event of a worker being employed by an employer for portion only of a year, he shall only be entitled, subject to subclause (5) of this clause, to such leave on full pay as is proportionate to his length of service during that period with such employer, and if such leave is not equal to the leave given to the other workers, he shall not be entitled to work or pay whilst the other workers of such employer are on full pay.

(8) In addition to any payment to which he may be entitled under subclause (5) of this clause, a worker whose employment terminates after he has completed a twelve monthly qualifying period and who has not been allowed the leave prescribed under this award in respect of that qualifying period, shall be given payment in lieu of that leave or, in a case to which subclauses (9), (10) and (11) of this clause applies, in lieu of so much of that leave as has not been allowed, unless:-

(a) he has been justifiably dismissed for misconduct; and

(b) the misconduct for which he has been dismissed occurred prior to the completion of that qualifying period.

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

(10) Where an employer closes down his business, or a section or sections thereof, for the purposes of allowing annual leave to all or bulk of the workers 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 workers 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 workers 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 workers concerned of the proposed date of each closedown 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 a worker in one continuous period in accordance with a roster.

(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 a worker 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 workers in the business, or a section or sections thereof respectively and before asking the workers concerned for their agreement, the employer shall advise them of the proposed date of the closedown or closedowns and the details of the annual leave roster.

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

(13) (a) A worker who, at the commencement of his annual leave, has an entitlement to payment for non-attendance on the ground of personal ill-health for not less than forty hours under the provisions of clause 12 - Absence through Sickness of this award and who, within fourteen days of resuming work, produces to the employer a certificate from a qualified medical practitioner that during his annual leave he was confined to his home or to a hospital for a period of at least seven consecutive days for a reason which, if he had not been on annual leave, would have entitled him to payment under the provisions of the said clause 12 - Absence through Sickness shall be deemed to be absent from work through sickness for so much of that period as he would otherwise have been entitled to payment under that clause.

(b) A worker to whom paragraph (a) applies shall take the period deemed to be absence through sickness as annual leave at a time convenient to the employer but on ordinary pay, without the loading prescribed in paragraph (a) of subclause (3) of this clause.

12. - ABSENCE THROUGH SICKNESS

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

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

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

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

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

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

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

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

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

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

(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 the Annual Leave clause of this award 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 61 of the Western Australian Industrial Gazette at pages 22-27, 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.

(9) The provisions of this clause do not apply to the employees of any employer to whom Schedule B - 38 Hour Week Provisions applies.

13. - COMPASSIONATE LEAVE

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

duty in accordance with any shift roster or on long service leave, annual leave, sick leave, worker's compensation, leave without pay or on a holiday.

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

14. - LONG SERVICE LEAVE

The Long Service Leave provisions prescribed by General Order of the Commission in Court Session dated the 21st day of December, 1977 are hereby incorporated in and form part of this award.

15. - PREFERENCE TO UNIONISTS

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

16. - REPRESENTATIVE INTERVIEWING WORKERS

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

(1) On notifying the employer or his representative an accredited representative of the union shall be permitted to interview a worker 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.

17. - TIME AND WAGES RECORD

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

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

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

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

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

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

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

(g) where an employer is required to make payments to the Construction Industry Long Service Leave Board, a certificate or other documentation from the Board which will confirm the

employer's registration, the date of the last payment, and the period for which that payment applies;

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

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

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

(4) Subject to subclause (6) of this clause, all records and documentation referred to in subclauses (1), (2) and (3), or copies thereof, shall be available for inspection by a duly accredited official under the rules of an organisation of employees bound by this Award during the usual office hours, at the employer's office or other convenient place. If desired, the official may take extracts from the records and documentation.

Before exercising the power of inspection, reasonable notice of not less than 24 hours of the intention to inspect the records must be given to the employer by the union or duly accredited union official.

(5) If the secretary of the union reasonably suspects that a breach of the award has occurred, copies of the appropriate records may, by agreement, be provided to the official for retention, or sent to the union office within seven days of notification of the suspected breach.

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

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

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

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

18. - PAYMENT OF WAGES

(1) Wages shall be paid at least once weekly within fifteen minutes after the worker's knock off time.

(2) The employer shall not keep more than three days pay in hand.

(3) In remote areas and by agreement between the employer and the worker concerned wages may be paid other than in accordance with the foregoing.

(4) On or prior to pay day the employer shall state in writing to each worker the amount of wages to which he is entitled, the amount of deductions made therefrom and the net amount being paid to him.

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

(6) The provisions of this clause do not apply to the employees of any employer to whom Schedule B - 38 Hour Week Provisions applies.

19. – WAGES

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

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

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

(1)	Classification:	Wage Per Week$	Supplementary Payments Per Week$	Safety Net$	Total Per Week Adjustments$
	(a) Turbine Driver	345.30	16.80	369.60	731.70
	(b) Steam Engine Drivers:				
	(i) whose work requires 1st or 2nd class certificate	341.30	16.80	369.40	727.50
	(ii) whose work requires a 3rd class certificate				722.50
	I Internal Combustion Engine Drivers:				
	(i) 180 kW brake power or over	344.20	16.80	369.60	730.60
	(ii) 35 kW brake power or over but under 180 kW brake power				722.50
	(iii) under 35 kW brake power				722.50
	(d) Electric Motor Attendant:				
	(i) on motors over 180 kW power	339.60	16.80	369.30	725.70
	(ii) on motors 70 kW power to 180 kW power inclusive				722.50
	(iii) on motors under 70 kW power				722.50
	Where an employee attends two or more motors he/she shall be paid at a rate calculated on the aggregate kW power of such motors.				
	Note: kW power shall be that shown on the maker's nameplate.				
	(e) Greaser or Oiler				722.50
	(f) Fireperson:				
	(i) Attending one boiler				722.50

(ii) attending two or more boilers				722.50
(g) Trimmer				722.50
(h) Scotch Derrick Crane Driver	347.40	16.80	369.70	733.90
(i) Overhead electric crane driver who requires a certificate under the Inspection of Machinery Act				722.50
(j) Mobile Crane Driver				
(i) lifting capacity up to and including 5 tonnes	339.60	13.80	369.10	722.50
(ii) lifting capacity over 5 tonnes but not exceeding 10 tonnes	344.10	16.80	369.50	730.40
(iii) lifting capacity over 10 tonnes but not exceeding 20 tonnes	349.90	19.90	370.00	739.80
(iv) lifting capacity over 20 tonnes but not exceeding 40 tonnes	360.20	23.10	370.70	754.00
(v) lifting capacity over 40 tonnes but not exceeding 80 tonnes	366.30	26.00	371.20	763.50
(vi) lifting capacity in excess of 80 tonnes	373.90	28.00	371.70	773.60
(k) Excavator Driver:				
(i) up to.5m3	350.00	19.90	370.10	740.00
(ii) over.5 m3 and up to and including 2.25m 3	353.30	21.50	370.30	745.10
(iii) over 2.25 m3	364.00	24.80	371.10	759.90
(l) Tractors - while using power operated attachments:				
(i) up to 35 kW brake power				722.50
(ii) over 35 kW brake power to 70 kW brake power	344.20	16.80	369.60	730.60
(iii) over 70 kW brake power to 110 kW brake power	350.00	19.90	370.10	740.00
(iv) over 110 kW brake power	353.30	21.50	370.30	745.10
(m) Loader, front end or overhead - Appropriate Tractor Margin				
(n) Grader self propelled				

(i) over 70 kW brake power	364.00	24.80	371.10	759.90
(ii) 35 to 70 kW brake power inclusive	353.30	21.50	370.30	745.10
(iii) under 35 kW brake power	350.00	19.90	370.10	740.00

(2) Additions to Weekly Wage Rates

(a) An Engine Driver, Electric Motor Attendant or Fireperson engaged as hereinafter specified shall have his/her wage increase as follows:

		Per Week$
(i)	Attending to refrigerating and/or air compressor or compressors	$24.44
(ii)	Attending to an electric generator or dynamo exceeding 10 kw capacity	$24.44
(iii)	Attending to switchboard where the generating capacity is 350 kw or over	$7.78
(iv)	An Engine Driver who attends a boiler or boilers	$24.44

(b) Employees employed on boiler cleaning inside the boiler of flues of combustion chamber shall be paid an additional rate of $1.20 per hour whilst so engaged.

(3) Industry Allowance

(a) In addition to the rates prescribed in this clause an amount of $21.28 per week shall be paid to employees engaged under this award in rock quarries, limestone quarries and sand pits to compensate for dust and climatic conditions when working in the open and for deficiencies in general amenities and facilitates. Provided that employees in the limestone quarries of Cockburn Cement Ltd shall be paid an amount of $0.52 per hour in lieu of the $21.28 referred to in this subclause.

(b) (i) In addition to the rates prescribed in this clause a driver of an overhead electric crane, mobile crane, front end loader or tractor, employed by Cockburn Cement Limited shall, subject to as hereinafter provided, be paid an allowance of $0.21 per hour.

(ii) The allowance prescribed in this paragraph is to compensate for the extra duties, including servicing and re-fuelling of machines, associated with the work practices of Cockburn Cement Limited and shall be paid for each hour worked in a quarry, or for each hour worked elsewhere on shifts other than day shift Monday to Friday.

20. - LOCATION ALLOWANCES

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

TOWN	PER WEEK
Agnew	$21.00
Argyle	$56.20
Balladonia	$21.60

Barrow Island	$36.60
Boulder	$8.90
Broome	$33.80
Bullfinch	$9.90
Carnarvon	$17.30
Cockatoo Island	$37.10
Coolgardie	$8.90
Cue	$21.60
Dampier	$29.40
Denham	$17.30
Derby	$35.20
Esperance	$6.10
Eucla	$23.60
Exmouth	$30.90
Fitzroy Crossing	$42.70
Halls Creek	$49.20
Kalbarri	$7.50
Kalgoorlie	$8.90
Kambalda	$8.90
Karratha	$35.30
Koolan Island	$37.10
Koolyanobbing	$9.90
Kununurra	$56.20
Laverton	$21.50
Learmonth	$30.90
Leinster	$21.00
Leonora	$21.50
Madura	$22.60
Marble Bar	$54.40
Meekatharra	$18.60
Mount Magnet	$23.30
Mundrabilla	$23.10
Newman	$20.20
Norseman	$18.60
Nullagine	$54.30
Onslow	$36.60
Pannawonica	$27.40
Paraburdoo	$27.30
Port Hedland	$29.30
Ravensthorpe	$11.10
Roebourne	$40.70
Sandstone	$21.00
Shark Bay	$17.30
Southern Cross	$9.90
Telfer	$50.00
Teutonic Bore	$21.00
Tom Price	$27.30
Whim Creek	$35.00
Wickham	$33.80
Wiluna	$21.30
Wyndham	$52.70

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

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

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

(3) Where an employee:

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

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

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

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

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

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

(7) For the purposes of this clause:

(a) "Dependant" shall mean -

(i) a spouse or defacto partner; or

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

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

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

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

21. - NO REDUCTION

Nothing in this award shall in itself operate to reduce the wages of any worker below the rate actually received by him at the date hereof.

22. - DISPUTE SETTLEMENT PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. - SUPERANNUATION

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

(1) Application:

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

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

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

(2) Contributions:

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

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

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

(d) Ordinary time earnings shall include base rate, supplementary payments, overaward payments, shift allowance and leading hand allowance.

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

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

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

(3) Employee Entry into Fund

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

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

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

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

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

(4) Exemptions

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

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

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

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

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

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

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

Compliance, Nomination and Transition

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

(a) Any such fund or scheme shall no longer be a complying superannuation fund or scheme for the purposes of this clause unless -

(

(i) the fund or scheme is a complying fund or scheme within the meaning of the Superannuation Guarantee (Administration) Act 1992 of the Commonwealth; and

(ii) under the governing rules of the fund or scheme, contributions may be made by or in respect of the employee permitted to nominate a fund or scheme;

b) The employee shall be entitled to nominate the complying superannuation fund or scheme to which contributions are to be made by or in respect of the employee;

(c) The employer shall notify the employee of the entitlement to nominate a complying superannuation fund or scheme as soon as practicable;

(d) A nomination or notification of the type referred to in paragraphs (b) and (c) of this subclause shall, subject to the requirements of regulations made pursuant to the Industrial Relations

Legislation Amendment and Repeal Act 1995, be given in writing to the employer or the employee to whom such is directed;

(e) The employee and employer shall be bound by the nomination of the employee unless the employee and employer agree to change the complying superannuation fund or scheme to which contributions are to be made;

(f) The employer shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by a employee;

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

(g) if one or more complying superannuation funds or schemes to which contributions may be made be specified herein, the employer is required to make contributions to that fund or scheme, or one of those funds or schemes nominated by the employer;

or

(h) if no complying superannuation fund or scheme to which contributions may be made be specified herein, the employer is required to make contributions to a complying fund or scheme nominated by the employer.

APPENDIX - RESOLUTION OF DISPUTES REQUIREMENTS

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

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

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

SCHEDULE "A" - PARTIES TO THE AWARD

The following organisation is a party to this award:

The Construction, Forestry, Mining and Energy Union of Workers

SCHEDULE "B" - RESPONDENTS

Aerated Water Manufacturers:
Coca Cola Bottlers, Perth

Agricultural Machinery Manufacturers and/or Distributors:

Agricultural Parts Supply Co. Ltd
Massey - Ferguson (Aust) Ltd

Asbestos Cement and Asbestos Jointings Manufacturers:

James Hardie and Co. Pty Ltd
Richard Klinger Pty Ltd

Biscuit and Cereal Food Manufacturers:

Arnott Mills and Ware Pty Ltd
Nabisco Pty Ltd

Brick and Tile Manufacturers:

Cardup Metro Bricks Pty Ltd
Concrete Industries (Monier) Ltd

Cement and/or Lime Manufacturers:

Cockburn Cement Pty Ltd
Swan Portland Cement Ltd

Chemical and Fertiliser Manufacturers:

Albany Superphosphate Co. Pty Ltd

Cold Storage:

Fremantle Cold Storage Co. Pty Ltd

Concrete Products Manufacturers:

Humes Ltd
Andersons Industries Pty Ltd

Crown Seal Manufacturers:

Australian Seal Co.

Dairy Products Processors:

Brownes Dairy Pty Ltd
Peters Creameries (W.A.) Pty Ltd

Drum Reconditioning:

Egan Drum Co.

Engineers and Founders:

Vickers Hoskins (A Division of Vickers Australia Ltd)

Fibrous Plaster Manufacturers:

Henderson Modelling Works

Fish Processors:

Geraldton Fishermans' Co-op Ltd

Food and Grocery Packers and Preservers:

Q.U.F. Industries Ltd
Plaistowe and Co. Ltd

Fruit Packing:

Tropical Traders Ltd

Private Hospitals:

St. John of God Hospital
St. Anne's Hospital

Industrial Extracts Manufacturers:

Industrial Extracts Limited

Launderers and Dry Cleaners:

Bunbury Steam Laundry
Monarch Laundry Pty Ltd

Manufacturing Chemists:

Match Manufacturing:

Meat Suppliers and Exporters:

Waroona Abattoirs

Mineral Sands Miners and Processors:

Western Titanium N.L.
Jennings Mining Ltd

Oil Millers:

Petrol and Oil Distributors:

Ampol Petroleum Limited

Plywood Manufacturers:

Westralian Plywoods Hearn Industries Ltd

Quarries:

Pioneer Quarries (W.A.) Pty Ltd
Ready Mix Group (W.A.)

Rubber Products Manufacturers:

Dunlop Rubber Aust. Limited

Soap Manufacturers:

Westralian Soap Products

Woollen Mills:

Albany Woollen Mills

Wool Scouring:

Hume Wool Scouring Co. (1938) Pty Ltd

DATED at Perth this 29th day of December, 1977

SCHEDULE "C" - 38 HOUR WEEK PROVISIONS

1 . - APPLICATION

(1) Subject to subclause (2) the provisions of this schedule apply to all employees to whom this award applies.

(2) The provisions of this schedule do not apply to the employees of employers who are bound by this award by virtue of being engaged in the mineral sands production and processing industry.

(3) The provisions of this schedule apply in substitution for corresponding provisions of this award or where there is no corresponding provision in addition to the provisions of this award.

2 . - HOURS

(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 and clauses 3. - Implementation of 38 Hour Week, 4. - Procedures for In-Plant Discussions, the ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases.

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

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

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

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

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

(c) The ordinary hours of work may be worked on any or all days of the week, Monday to Friday, inclusive, and except in the case of shift employees, shall be worked between the hours of 6.30 a.m. and 6.00 p.m. 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 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 and a half hours without a meal interval except where an alternative arrangement is entered into as a result of discussions as provided for in clause 4. - Procedures for In-Plant Discussions.

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

(g) In all cases of reckoning time of duty, all time necessarily occupied in raising steam, in starting up, closing down engines, or in banking fires, shall be included.

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

(b) Subject to the provisions of clause 3. - Implementation of 38 Hour Week and clause 4. - Procedures for In-Plant Discussions, the ordinary hours of continuous shift workers shall average 38 per week (inclusive of crib time which shall not exceed twenty minutes) 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 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.

3 . - IMPLEMENTATION OF 38 HOUR WEEK

(1) Except as provided in subclause (4) hereof, the method of implementation of the 38 hour week may be any one of the following -

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

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

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

(d) 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.

(e) Except in the case of continuous shift employees where the ordinary hours of work are worked within an arrangement as provided in paragraph (c) and (d) of this subclause, any day off duty shall be arranged so that it does not coincide with a holiday prescribed in subclause (1) of clause 21. - Holidays and Annual Leave of this award.

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

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

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

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

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

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

(5) Notice of Days Off Duty

Except as provided in subclause (6) hereof in cases where, by virtue of the arrangement of ordinary hours an employee, in accordance with paragraphs (c) and (d) of subclause (1) of this clause, 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.

(6) (a) An employer, with the agreement of the majority of employees concerned, may substitute the day an employee is to take off in accordance with paragraphs (c) and (d) of subclause (1) hereof, for another day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.

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

(7) Flexibility in relation to rostered days off.

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

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

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

4 . - PROCEDURES FOR IN-PLANT DISCUSSIONS

(1) Procedures shall be established for in-plant discussions, the objective being to agree on the method of implementing a 38 hour week in accordance with clauses 2. - Hours and 3. - Implementation of 38 Hour Week of the schedule and shall entail an objective review of current practices to establish where improvements can be made and implemented.

(2) The procedures should allow for in-plant discussions to continue even though all matters may not be resolved by 31st December, 1982.

(3) 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.

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

(5) In cases where agreement cannot be reached in-plant in the first 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 subclause (3) of clause 3. - Implementation of 38 Hour Week.

5 . - 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 clauses 2. - Hours, 3. - Implementation of 38 Hour Week and 4. - Procedures for In-Plant Discussions.

(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) 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 he shall be paid for such shift at time and a half for the first four hours and double time thereafter.

Where an employee is called upon to work outside his ordinary hours on a holiday named in Clause 10. - Holidays of this award when he shall be paid for such work at the rate of double time and one half.

(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 man 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) Ten or Eight Hour Break -

(i) When overtime work is necessary it shall, wherever reasonably 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 his ordinary work on one day and the commencement of his ordinary work on the next day that he 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 he 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 his employer, such an employee resumes or continues work without having had such ten consecutive hours off duty, he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be

absent until he has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(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, he shall, wherever reasonably practicable, be given ten consecutive hours off duty before his usual starting time on the next day. If this is not practicable, then the provisions of subparagraphs (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 worker does not report for duty; or

(cc) Where a shift is worked by arrangement between the workers 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) Recall -

When an employee is recalled to work after leaving the job, he shall be paid for at least three hours work at overtime rates.

(e) When an employee is required to hold himself in readiness for a call to work after ordinary hours, he shall be paid at ordinary rates for time he so holds himself in readiness.

(f) Meal Allowance -

(i) Where an employee, without being notified on the previous day or earlier, has to continue working after his usual knockoff time for more than two hours, he shall be provided with any meal required or shall be paid $8.90 for a meal and, if owing to the amount of overtime worked, a second or subsequent meal is required he shall be supplied with each such meal by the employer or be paid $6.00 for each meal so required. Provided that this paragraph shall not apply to an employee residing in the same locality as his place of employment who can reasonably return home for a meal.

(ii) If an employee, as a consequence of the notification referred to in sub-paragraph (i) of this paragraph, has provided himself with a meal or meals, and is not required to work overtime or is required to work less overtime than the period notified, he shall be paid for each meal provided and not required, the appropriate amount prescribed in sub-paragraph (i) of this paragraph.

(g) (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.

(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.

6 . - SHIFT WORK

(1) (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.

(2) (a) A shift worker when on afternoon or night shift shall be paid for such shift fifteen per cent more than his ordinary rate prescribed by this award unless he is working for an employer, the majority of whose employees on shift are covered by the provisions of another award or industrial agreement in which case the shift work loading prescribed in that award or industrial agreement shall be paid.

(b) Any worker who commences his ordinary hours between 5 a.m. and 7 a.m. shall be deemed to be employed on early morning shift and be paid five per cent in addition to his ordinary rate unless he is working for an employer bound by the Dairy Factory Workers Award No. 15 of 1964 in which case he shall be paid the loading prescribed in that award for early morning shift.

(3) (a) For work performed during ordinary hours a shift worker shall be paid at the rate of time and one half on a Saturday, at the rate of time and three-quarters on a Sunday and at the rate of double time on a holiday.

(b) The rates prescribed in this subclause shall be paid in substitution for and not in addition to the shift allowances prescribed in subclause (2) of this clause.

(4) A worker who -

during a period of engagement on shift, works night shift only; or

remains on night shift for a period longer than four consecutive weeks; or

works on a night shift which does not rotate or alternate with another shift or with day work so as to give him at least one-third of his working time off night shift in each shift cycle,

shall be paid at the rate of time and a quarter for all time worked during ordinary working hours on such night shifts.

(5) Where a shift commences at or after 11 p.m. then the whole shift shall be paid for at the rate which applies to the major portion of the shift.

7 . - PAYMENT OF WAGES

(1) Each employee shall be paid the appropriate rate shown in clause 19. - 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 paragraph (a) or (b) of subclause (1) of clause 3. - Implementation of 38 Hour Week of this

schedule so that he works 38 ordinary hours each week, wages shall be paid weekly or fortnightly according to the actual ordinary hours worked each week or fortnight.

(b) Average of 38 ordinary hours

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

SPECIAL NOTE Explanation of Averaging System

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

(i) Clause 3. - Implementation of 38 Hour Week in subclause (1) paragraphs (c) and (d) provide that in implementing a 38 hour week the ordinary hours of an employee may be arranged so that he is entitled to a day off, on a fixed day or rostered day basis, during each work cycle. It is in these circumstances that the averaging system would apply.

(ii) If the 38 hour week is to be implemented so as to give 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 he worked 40 ordinary hours each week and in the fourth week he worked 32 ordinary hours. That is, he 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 19. - Wages of this award, and shall be paid each week even though more or less than 38 ordinary hours are worked that week.

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

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

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

(3) Absences from Duty

(a) An employee whose ordinary hours are arranged in accordance with paragraph (c) or (d) of subclause (1) of clause 3. - Implementation of 38 Hour Week of this schedule and who is paid wages in accordance with paragraph (a) of subclause (2) hereof and is absent from duty (other than on annual leave, long service leave, holidays prescribed under this award, paid sick leave,

workers' compensation or bereavement leave) shall, for each day he is so absent, lose average pay for that day calculated by dividing his average weekly wage rate by 5.

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

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

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

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

Examples

(An employee's ordinary hours are arranged so that he 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 one day off without authorisation in first week of cycle.

Week of Cycle		Payment
1st week	=	average weekly pay less one day's pay (ie. 1/5th)
2nd and 3rd weeks	=	average weekly pay each week
4th week	=	average pay less credit not accrued on day of absence
	=	average pay less 0.4 hoursx average weekly pay38

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

Week of Cycle		Payment
1st, 2nd and 3rd weeks	=	average pay each week
4th week	=	average pay less 4/5ths of average pay for the four days absent less total of credits not accrued that week
	=	1/5th average pay less 4 x 0.4 hoursx average weekly pay38
	=	1/5th average pay less 1.6 hoursx average weekly pay

(4) Alternative Method of Payment

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

(5) Day Off Coinciding with Pay Day

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

(6) Wages shall be paid at least once weekly within fifteen minutes after the employees knock-off time.

(7) The employer shall not keep more than three days pay in hand.

(8) In remote areas and by arrangement between the employer and the employee concerned wages may be paid other than in accordance with the foregoing.

(9) On or prior to pay day the employer shall state in writing to each worker the amount of wages to which he is entitled, the amount of deductions made therefrom and the net amount being paid to him.

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

(11) 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.

(12) 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.

8 . - ANNUAL LEAVE

The following provisions applies in substitution for subclause (5) of clause 11. - Annual Leave.

(1) If, after one month's continuous service in any qualifying twelve monthly period an employee lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, the employee shall:

(a) if such termination occurs before 31st December, 1982 be paid 3.08 hours' pay at the rate of wage prescribed by paragraph (b) of subclause (3) of this clause, divided by forty, in respect of each employed week of continuous service, or

(b) if termination occurs on or after 31st December, 1982 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.

9 . - ABSENCE THROUGH SICKNESS

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

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

An employee whose ordinary hours of work are arranged in accordance with paragraph (a) or (b) of subclause (1) of clause 3. - Implementation of 38 Hour Week

so that he actually works 38 ordinary hours each week shall be entitled to payment during such absence for the actual ordinary hours absent.

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

An employee whose ordinary hours of work are arranged in accordance with paragraph (c) or (d) of subclause (1) of clause 3. - Implementation of 38 Hour Week so that he works an average of 38 ordinary hours each week during a particular work cycle shall be entitled to pay during such absence calculated as follows:

$$\text{duration of absence} \times \frac{\text{ordinary hours normally worked that day}}{5} \times \text{appropriate weekly rate}$$

an employee shall not be entitled to claim payment for personal ill health or injury nor will his sick leave entitlement be reduced if such ill health or injury occurs on the week day he is to take off duty in accordance with paragraph (c) or (d) of subclause (1) of clause 3. - Implementation of 38 Hour Week.

(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 his 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 his entitlement to paid sick leave, payment may be adjusted at the end of that year of service, or at the time the employee's services terminate, if before the end of that year of service, to the extent that the employee has become entitled to further paid sick leave during that year of service.

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

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

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

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

(b) Application for replacement shall be made within seven days of resuming work and then only if the employee was confined to his place of residence or a hospital as a result of his personal ill health or injury for a period of seven consecutive days or more and he produces a certificate from a registered medical practitioner that he was so confined. Provided that the provisions of this paragraph do not relieve the employee of the obligation to advise the employer in

accordance with subclause (3) of this clause if he is unable to attend for work on the working day next following his annual leave.

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

(d) Where paid sick leave has been granted by the employer in accordance with paragraphs (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid sick leave is hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the 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 11. - 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 11. - Annual Leave shall be deemed to have been paid with respect to the replaced annual leave.

(6) Where a business has been transmitted from one employer to another and the employee's service has been deemed continuous in accordance with subclause (3) of clause 2 of the Long Service Leave provisions published in volume 60 of the Western Australian Industrial Gazette at pages 1 -6, the paid sick leave standing to the credit of the employee at the date of transmission from service with the 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.

10 . - HOURS TRANSITION PROVISION

(1) The concept of a 38 hour week shall operate from November 30, 1982 however in recognition of the difficulties associated with its introduction an employer may implement the 38 hour week after that date provided that such implementation shall occur no later than December 31, 1982.

(2) Where an employer implements the 38 hour week at a date later than November 30, 1982 an employee shall become entitled to a payment at the date of implementation which shall accrue at the rate of two ordinary hours' pay for each week of 40 ordinary hours that is worked after November 30, 1982. Provided that in any such week where less than 40 ordinary hours are worked then the rate of two ordinary hours' pay shall be reduced proportionately except where an employee is absent from duty in a circumstance that entitles him to payment for the absence pursuant to other provisions of this award.

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

ENGINE DRIVERS' (GENERAL) AWARD

NO.21A OF 1977

Delivered 29/12/77 at 58 WAIG 233Section 93(6)
Consolidation 28/05/85 at 65 WAIG 981Section 93(6)
Consolidation 07/10/88 at 68 WAIG 2568Section 93(6)
Consolidation 15/08/94 at 74 WAIG 2249

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.	1177/98	31/07/98	78 WAIG 3806
Rate & text.	609/99	01/08/99	79 WAIG 1847
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 & 2182
(9)	1197/03	1/11/03	83WAIG 3537
Cl.	570/04	4/06/04	84 WAIG 1521
Cl.	576/05	07/07/05	85 WAIG 2083, 2383
Cl.	957/05	07/07/06	86 WAIG 1631 & 1910
Cl.	1/07	01/07/07	87 WAIG 1487 & 1794
Cl.	115/07	01/07/08	88 WAIG 773 & 1054
Cl.	1/09	01/10/09	89 WAIG 735 & 1474
Cl.	2/10	01/07/10	90 WAIG 568 & 969
Cl	2/11	01/07/11	91 WAIG 1008 & 1383
Cl	2/12	01/07/12	92 WAIG 1174
Cl.	1/13	01/07/13	93 WAIG 846
Cl.	1/14	01/07/14	94 WAIG 1066
Cl.	1/15	01/07/15	95 WAIG 1054
Cl.	1/16	01/07/16	96 WAIG 903

2. Arrangement

(new clause)	1556/87	18/04/88	68 WAIG 1079

Ins.(2A))	1155/88	29/09/88	69 WAIG 25
Del.2A	1940/89	08/09/89	69 WAIG 2913
Ins.23 .	560/88	01/11/89	69 WAIG 3509
Ins.2A & 2B	574/90(R2)	20/06/90	70 WAIG 2681
Ins. 24	1544/90	10/10/90	70 WAIG 4347
Ins. 1A	1752/91	31/01/92	72 WAIG 191
Del. 24	237/92	16/07/92	72 WAIG 1799
Del. Sch. A & B; Ins. Sch A, B & C	606/93	04/05/93	73 WAIG 1639
Del.1A & Ins. New Cl. & 1A. Title	1457/93	24/12/93	74 WAIG 198
1A. Title	985/94	30/12/94	75 WAIG 23
Delete 19A	84/95	27/01/95	75 WAIG 932
1A. Title	1164/95	21/03/96	76 WAIG 911
Ins. Appendix – Resolution...	693/96	16/07/96	76 WAIG 2768
Ins. App. – S.49B...	694/96	16/07/96	76 WAIG 2789
1A. Title	915/96	7/08/96	76 WAIG 3368
1A	940/97	14/11/97	77 WAIG 3177
Ins. 1B	940/97	14/11/97	77 WAIG 3177
1A. Title	757/98	12/06/98	78 WAIG 2579
Del. App. – S. 49B	856/98	10/11/98	79 WAIG 238
Del 1A.	609/99	06/07/99	79 WAIG 1847

2A. Award Modernisation

(new clause entered)	1155/88	29/09/88	69 WAIG 25
Cl.del.	1940/89	08/09/89	69 WAIG 2913

new clause	574/90(R2)	20/06/90	70 WAIG 2681

2B. Structural Efficiency Exercise

new clause	574/90(R2)	20/06/90	70 WAIG 2681
Ins. (8)	2112/90	24/10/91	71 WAIG 3218

3. Area and Scope

4. Term

5. Contract of Service

(2)	574/90(R2	20/06/90	70 WAIG 2681
Ins. (5)	2112/90	24/10/91	71 WAIG 3218

6. Higher Duties

7. Hours

7A. Part Time Employment

8. Overtime

Amd. 3 (b)	736/88	28/06/89	69 WAIG 2673
Amd. 3 (b)	1544/90	10/10/90	70 WAIG 4347
(3)(b)(i) amounts	237/92	16/07/92	72 WAIG 1799

(3)(b)(i) amounts	1233/93	10/11/93	73 WAIG 3426
(3)(b)(i)	1449/99	02/12/99	80 WAIG 182
(3)(b)	1617/00	16/02/00	81 WAIG 846
(3)(b)	1833/01	03/12/01	81 WAIG 3072
(3)(b)(i)	1631/02	16/12/02	83 WAIG 134
(3)(b)(i)	1387/03	12/01/04	84 WAIG 249

9. Shift Work

10. Holidays

Ins. (5)	2112/90	24/10/91	71 WAIG 3218

11. Annual Leave

Amd. 6	736/88	28/06/89	69 WAIG 2673
(9)	2112/90	24/10/91	71 WAIG 3218

12. Absence Through Sickness

13. Compassionate Leave

14. Long Service Leave

15. Preference to Unionists

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

16. Representative Interviewing Workers

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

17. Time and Wages Record

Ins text.(2)	491/98	16/04/98	78 WAIG 1471
Cl.	856/98	10/11/98	79 WAIG 238

18. Payment of Wages

19. Wages

(wage index)	821/85Int	04/11/85	66 WAIG 4
(wage index)	261/86	01/07/86	66 WAIG 1139
(wage increase)	1195/86	10/03/87	67 WAIG 435
(3)	1154/87	01/07/86	67 WAIG 2286
(wage increase)	1406/87	05/02/88	68 WAIG 949
(new clause)	1556/87	18/04/88	68 WAIG 1079
(new clause)	1155/88	29/09/88	69 WAIG 25
(new clause)	1826/89®	17/11/89	70 WAIG 109
new clause	574/90(R2)	20/6/90	70 WAIG 2681
Cl.	2112/90	24/10/91	71 WAIG 3218
Cl.	84/95	27/01/95	75 WAIG 932
(1),(2): (3)(a) – Rate: & (6)	870/95	12/09/95	75 WAIG 2570
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177

Cl.	1177/98	31/07/98	78 WAIG 3806
Text – preamble, Rates (1).	609/99	01/08/99	79 WAIG 1847
(2) & (3)	815/99	02/12/99	80 WAIG 183
Cl.	654/00	01/08/00	80 WAIG 3379
Cl.	752/01	01/08/01	81 WAIG 1721
(1)(a-n)	797/02	01/08/02	82 WAIG 1369
Cl.	569/03	5/06/03	83 WAIG 1899 & 2182
(2) & (3)	1148/03	22/10/03	83 WAIG 3619
Cl.	570/04	4/06/04	84 WAIG 1521 & 1721
(2)&(3)	877/04	7/10/04	84 WAIG 3275
Cl.	576/05	07/07/05	85 WAIG 2083, 2383
Cl.	957/05	07/07/06	86 WAIG 1631 & 1910
Cl.	1/07	01/07/07	87 WAIG 1487 & 1794
(1)	16/08	27/05/08	88 WAIG 513 & 520
Cl.	115/07	01/07/08	88 WAIG 773 & 1054
Cl.	1/09	01/10/09	89 WAIG 735 & 1474
Cl.	2/10	01/07/10	90 WAIG 568 & 969
Cl	2/11	01/07/11	91 WAIG 1008 & 1383
Cl	2/12	01/07/12	92 WAIG 1174
Cl.	1/13	01/07/13	93 WAIG 846
Cl.	1/14	01/07/14	94 WAIG 1066
Cl.	1/15	01/07/15	95 WAIG 1054
Cl.	1/16	01/07/16	96 WAIG 903

(19A. Supplementary Payments)

(indexation)	821/85Int	04/11/85	66 WAIG 4
(indexation)	261/86	01/07/86	66 WAIG 1139
(new clause)	1556/87	18/04/88	68 WAIG 1079
(new clause)	1155/88	29/09/88	69 WAIG 25
(New clause)	1826/89(R)	17/11/89	70 WAIG 109
new clause	574/90(R2)	20/6/90	70 WAIG 2681
Cl.	2112/90	24/10/91	71 WAIG 3218
Delete Cl.	84/95	27/01/95	75 WAIG 932
Cl.	1151/96	07/10/96	76 WAIG 4676
(2)(a)(i)(ii)(iii)(iv)(b), (3)(a)(b)(i)	1139/00	01/11/00	80 WAIG 5568
Correction Order (2)(a)(i)(ii)(iii)(iv), (3)(a)	1139/00	01/11/00	81 WAIG 334
(2)(a)(i)(ii)(iii)(iv) & (b)	1354/01	20/09/01	81 WAIG 2749
(2) & (3)	1199/02	14/10/02	82 WAIG 2946

20. Location Allowances

(new clause)	397/85	01/07/85	65 WAIG 1349
(new clause)	409/86	01/07/86	66 WAIG 1149
(new clause)	603/87	01/07/87	67 WAIG 1094
(new clause)	1353/87	01/12/88	68 WAIG 996
(new clause)	517/88	01/07/88	68 WAIG 1686
(1),(13)	834/89	01/07/89	69 WAIG 3217
Cl.	778/90	01/07/90	70 WAIG 2995
Cl.	1049/91	01/07/91	71 WAIG 2753
Cl.	851/92	01/07/92	72 WAIG 2498

Cl.	943/93	01/07/93	73 WAIG 1989
Cl.	714/94	01/07/94	74 WAIG 1869
Cl.	641/95	01/07/95	75 WAIG 2125
Cl.	911/96	01/07/96	76 WAIG 3365
Cl.	1400/97	01/07/97	77 WAIG 2547
Cl.	975/98	01/07/98	78 WAIG 2999
Cl.	690/99	01/07/99	79 WAIG 1843
Cl.	1050/00	01/08/00	80 WAIG 3153
Cl.	718/01	01/08/01	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 Sch B (7)(a)(i)&(ii)	24/09	01/07/09	89 WAIG 2483
Cl.	117/10	01/07/10	90 WAIG 561
Cl.	24/11	01/07/11	91 WAIG 995
Cl.	6/12	01/07/12	92 WAIG 725
Cl.	7/13	01/07/13	93 WAIG 461
Cl.	11/14	01/07/14	94 WAIG 669
Cl.	118/15	01/07/15	95 WAIG 700

Cl.	15/16	01/07/16	96 WAIG 631

21. No Reduction

22. Dispute Settlement Procedure

Ins. cl.	1556/87	18/04/88	68 WAIG 1070

23. Superannuation

Ins.cl.	560/88	01/11/89	69 WAIG 3509
(4)(c)	824/91	29/11/91	72 WAIG 109
Ins. Text	599/98	30/06/98	78 WAIG 2559
(2)(a)	1449/99	02/12/99	80 WAIG 182
(2)(a)	906/00	21/08/00	80WAIG4346
(2)(a)	1199/02	14/10/02	82 WAIG 2946

(24. Liberty to Apply)

Ins. clause	1544/90	10/10/90	70 WAIG 4347
Del. Cl.	237/92	16/07/92	72 WAIG 1799

Appendix - Resolution of Disputes Requirements

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

Schedule "A" - Parties to the Award

Ins. Sch.	606/93	04/05/93	73 WAIG 1639
Sch.	656/02	28/06/02	82 WAIG 2146

(Schedule "A" - Schedule of Respondents)

Sched.	834/89	01/07/89	69 WAIG 3217
Sched.	778/90	01/07/90	70 WAIG 2995
1 Resp.deleted	76/80	29/04/91	71 WAIG 1525
1 Resp.deleted	76/80 Pt.10	21/05/91	71 WAIG 1525
1 Resp.deleted	76/80 Pt.10	21/05/91	71 WAIG 1903
Del & ins Resps.	1049/91	01/07/91	71 WAIG 2753
1 Resp. deleted	1606/89	27/11/91	72 WAIG 1619
1 Resp. deleted	76/80 pt.38	05/05/92	72 WAIG 1142
Del. Resp.	76/80 pt.79	02/06/92	72 WAIG 1619
Sched.	851/92	01/07/92	72 WAIG 2498
Rename Sch.	606/93	04/05/93	73 WAIG 1639

Schedule "B" - Schedule of Respondents

Sched.	943/93	01/07/93	73 WAIG 1989
Respondent deleted	No. 76/80 Pts 29, 55, 92, 151, 162, 164, 174, 175, 177, 178, 179 & 181	18/04/97	77 WAIG 1260
Del. Res.	76/80pt188	27/01/98	78 WAIG 732
Del. Resp.	76/80pt137	07/08/98	78 WAIG 3596

(Schedule "B" - 38 Hour Week Provisions)

Ins 2 (1)(b)(v), (1)(c),(5),3 (7),7 (12)	1556/87	18/04/88	68 WAIG 1079
Amd. (3)(f)(i)	1544/90	10/10/90	70 WAIG 4347

(1)	1049/91	01/07/91	71 WAIG 2753
Cl. 5 (3)(f)(i) amounts	237/92	16/07/92	72 WAIG 1799
Rename Sch.	606/93	04/05/93	73 WAIG 1639

Schedule "C" - 38 Hour Week Provisions

Cl.5 (3)(f)(i) amounts	1233/93	10/11/93	73 WAIG 3426
Cl.5 (3)(f)	1617/00	16/02/00	81 WAIG 846
(3)(f)(i)	1833/01	03/12/01	81 WAIG 3072
CL5 (3)(f)(i)	1631/02	16/12/02	83 WAIG 134
CL.5 (3)(f)(i)	1387/03	12/01/04	84 WAIG 249

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

Ins. App.	694/96	16/07/96	76 WAIG 2789
Ins. Text	2053(1)/97	22/11/97	77 WAIG 3138
App.	491/98	16/04/98	78 WAIG 1471
Del. App. - S. 49B	856/98	10/11/98	79 WAIG 238