

# Funeral Directors' Assistants' Award No. 18 of 1962

## 1. - TITLE

This award shall be known as the Funeral Directors' Assistants' Award No. 18 of 1962 as amended and consolidated.

### 1B. - MINIMUM ADULT AWARD WAGE

- (1) No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.
- (2) The minimum adult award wage for full-time employees aged 21 or more working under an award that provides for a 38 hour week is \$746.90 per week.

The minimum adult award wage for full-time employees aged 21 or more working under awards that provide for other than a 38 hour week is calculated as follows: divide \$746.90 by 38 and multiply by the number of ordinary hours prescribed for a full time employee under the award.

The minimum adult award wage is payable on and from the commencement of the first pay period on or after 1 July 2020.

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

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2020 State Wage order decision. Any increase arising from the insertion of the minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent

awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

(10) Adult Apprentices

- (a) Notwithstanding the provisions of this clause, the minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for a 38 hour week is \$638.20 per week.
- (b) The minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for other than a 38 hour week is calculated as follows: divide \$638.20 by 38 and multiply by the number of ordinary hours prescribed for a full time apprentice under the award.
- (c) The minimum adult apprentice wage is payable on and from the commencement of the first pay period on or after 1 July 2020.
- (d) Adult apprentices aged 21 years or more employed on a part-time basis shall not be paid less than pro rata the minimum adult apprentice wage according to the hours worked.
- (e) The rates paid in the paragraphs above to an apprentice 21 years of age or more are payable on superannuation and during any period of paid leave prescribed by this award.
- (f) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.

2. - ARRANGEMENT

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### 3. - AREA

This award shall operate throughout the State south of the 26th parallel of south latitude.

### 4. - SCOPE

This award shall apply to workers classified in Clause 10. - Wages and employed by the Respondents but shall have no application to workers who are provided with accommodation on the employer's premises and who perform no duties other than attending to telephone calls and enquiries.

### 5. - TERM

The term of this award shall be for a period of three years from the beginning of the first pay period commencing on or after the date hereof. (The date of this award is the 11th June, 1964).

### 6. - HOURS

- (1) From May 1, 1985, and subject to the provisions of this clause, the ordinary hours of duty shall be an average of 38 per week with the hours actually worked being 40 per week or 80 per fortnight to be worked eight hours per day on any five days of the week or ten days of the fortnight.

Except where provided elsewhere, the ordinary hours shall be worked with two hours of each week's work accruing as an entitlement to a maximum of 12 Accrued Day(s) Off in each 12 month period. The Accrued Day(s) Off shall be taken at a time mutually acceptable to the employer and the worker.

- (2) By agreement between the Union and an employer and in consultation with the workers covered by this award, the ordinary hours of a worker in lieu of the provisions of subclause (1) hereof, may be worked:
  - (a) Within a 20 day, four week cycle with 0.4 of an hour of each day worked accruing as an entitlement to take the 20th day in each cycle as an Accrued Day Off.
  - (b) Within a ten day, two week cycle, with an adjustment to hours worked to enable 76 hours to be worked over nine days of the two week cycle and an entitlement to take the 10th day in each cycle as an Accrued Day Off.
  - (c) Within a five day, one week cycle, of 38 hours.

- (3) An employer and worker may by agreement substitute the Accrued Day Off the worker is to take off for another day in which case the Accrued Day Off shall become an ordinary working day.
- (4) Except in the case of After Hours Attendants, the ordinary hours shall be worked between 7.00 a.m. and 6.00 p.m. from Monday to Friday inclusive.
- (5) The ordinary starting or finishing time shall not be altered except by agreement between the employer, the Union and the workers concerned or in default of agreement, by a Board of Reference.
- (6) Any dispute between an employer and the Union concerning the operation of this clause shall be referred to the W.A. Industrial Relations Commission.
- (7) Where Accrued Days Off are allowed to accumulate, the employer may require that they be taken within 12 months of the employee becoming entitled to an ADO.
- (8) Nothing in this clause shall be construed to prevent the employer and the majority of employees affected in a workplace or part thereof reaching an agreement to operate any method of working a 38 hour week provided that agreement is reached in accordance with the following procedure:
  - (a) the Union will be notified in writing of the proposed variations prior to any change taking place;
  - (b) the proposed variations for each workplace or part thereof shall be explained to the employees concerned and written notification of proposals will be placed on the notice board at the worksite;
  - (c) the parties will then consult with each other on the changes with a view to reaching agreement;
  - (d) where the majority of Union members do not support the agreement then the issues will be referred to the Western Australian Industrial Relations Commission for conciliation and, if necessary, arbitration.

#### 7. - DEFINITIONS

- (1) "Branch Officer" shall mean a worker who is appointed as such and who is required to reside on or in the close vicinity of a funeral director's business premises and who may be employed in any capacity in the industry.
- (2) "After Hours Attendant" shall mean a worker who is not a branch officer, but who is required to perform his duties outside the hours worked by other workers of his employer.
- (3) In the case of a Branch Officer or After Hours Attendant provided by the employer with accommodation on or in the close vicinity of the employer's business premises the term "work" shall not include time spent by the worker sleeping or resting or otherwise being on the employer's premises, unless the worker is performing duties required of him such as answering calls, arranging funerals, cleaning, etc.
- (4) "Embalmer" shall mean an employee who is primarily engaged for the purpose of embalming bodies and who is a member of a recognised institute of embalmers and who may be employed also in any other capacity in the undertaking industry covered by this award with the exception of the making and/or polishing of coffins.
- (5) "Accrued Day(s) Off" means the paid day(s) off accruing to an employee resulting from an entitlement to the 38 hour week as prescribed in Clause 6. - Hours of this award.

#### 8. - ACCOMMODATION AND NIGHT WORK

- (1) Branch Officer or After Hours Attendant shall be provided with suitable accommodation at the employer's expense on or in the close vicinity of the employer's business premises, or alternatively an After Hours Attendant may be paid fifteen per cent in addition to his ordinary rate of wage.

- (2) After Hours Attendants who are not provided with accommodation and Branch Officers shall be relieved of their duties every second Sunday and two nights per week or for equivalent periods as agreed between the worker and the employer.

9. - MEAL TIMES AND MEAL ALLOWANCES

- (1) No worker shall be compelled to work for more than five hours without a break for a meal, such break to be not less than thirty minutes nor more than one hour.
- (2) When a worker is required for duty during any meal time, whereby his/her meal time is postponed for more than thirty minutes, he/she shall be paid at overtime rates until he/she gets his/her meal.
- (3) (a) Subject to the provisions of paragraph (b) of this subclause an employee, required to work overtime for more than two hours, shall be supplied with a meal by the employer or be paid \$10.20 for a meal and, if owing to the amount of overtime worked, a second or subsequent meal is required the employee shall be supplied with such meal by the employer or paid \$8.25 for each meal so required.
- (b) The provisions of paragraph (a) of this subclause do not apply:
- (i) in respect of any period of overtime for which the employee has been notified on the previous day or earlier that he/she will be required; or
- (ii) to any employee who lives in the locality in which the place of work is situated in respect of any meal for which he/she can reasonably go home.
- (c) If an employee to whom subparagraph (i) of paragraph (b) of this subclause applies has, as a consequence of the notification referred to in that subparagraph, provided himself/herself with a meal or meals and is not required to work overtime or is required to work less overtime than the period notified, he/she shall be paid, for each meal provided and not required, the appropriate amount prescribed in paragraph (a) of this subclause.

10. - WAGES

- (1) The minimum weekly rate of wage payable to employees covered by this award shall be as follows:

|   | Base Rate<br>Adjustments \$ | Arbitrated Safety<br>Net Rate \$ | Minimum<br>Weekly \$ |
|---|-----------------------------|----------------------------------|----------------------|
| <b>Branch Officer:</b>                      |                             |                                  |                      |
| First 3 months of employment                | 379.40                      | 426.20                           | 805.60               |
| After 3 months of employment                | 424.90                      | 434.60                           | 859.50               |
| After 12 months of employment               | 428.40                      | 435.00                           | 863.40               |
| After 24 months of employment               | 432.00                      | 435.30                           | 867.30               |
| <b>Embalmer:</b>                            |                             |                                  |                      |
| First 3 months of employment                | 372.10                      | 425.40                           | 797.50               |
| After 3 months of employment                | 417.60                      | 433.70                           | 851.30               |
| After 12 months of employment               | 421.20                      | 434.20                           | 855.40               |
| After 24 months of employment               | 424.80                      | 434.60                           | 859.40               |
| <b>Coffin Maker and/or Coffin Polisher:</b> |                             |                                  |                      |
| First 3 months of employment                | 368.10                      | 425.10                           | 793.20               |
| After 3 months of employment                | 413.50                      | 428.90                           | 842.40               |

|                               |        |        |        |
|-------------------------------|--------|--------|--------|
| After 12 months of employment | 417.10 | 431.40 | 848.50 |
| After 24 months of employment | 420.70 | 434.10 | 854.80 |

General Assistants  
After Hours Attendants:

|                               |        |        |        |
|-------------------------------|--------|--------|--------|
| First 3 months of employment  | 349.10 | 423.50 | 772.60 |
| After 3 months of employment  | 394.50 | 427.40 | 821.90 |
| After 12 months of employment | 398.10 | 427.70 | 825.80 |
| After 24 months of employment | 401.70 | 427.90 | 829.60 |

- (2) Any employee in the Head Office who arranges and attends to funeral business shall be paid the rate prescribed for a Branch Officer while employed on such work.
- (3) Leading Hands: Any employee placed by the employer in charge of three or more other employees shall be paid \$26.00 per week in addition to the amounts prescribed in this clause.
- (4) 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.

#### 11. - OVERTIME

- (1) For all work done beyond the ordinary hours of duty, payment shall be made at the rate of time and one-half for the first three hours and double time thereafter.

For the purposes of this subclause, the ordinary hours shall mean the hours of work fixed in any establishment in accordance with Clause 6 - Hours of this award.

- (2)
  - (a) All work done by workers other than After Hours Attendants on Saturday after 12.00 noon and on Sundays shall be paid for at the rate of double time.
  - (b) All work done by worker other than After Hours Attendants on the holidays prescribed in Clause 12. - Public Holidays of this award shall be paid for at the rate of double time and a half.

Provided that a Branch officer or an After Hours Attendant who is required by the employer to remain on the employer's premises on a public holiday shall have added to his/her annual leave an additional day and a half on full pay for each such holiday or alternatively an additional day and a half payment shall be made.

A worker who receives payment or additional leave in accordance with this proviso shall not also be entitled to double time and a half for work performed on the holiday.

- (3) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.
- (4) No union, 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.
- (5) In the calculation of overtime rates, each day's work shall stand alone.

- (6) When a worker is recalled to work after leaving the job he/she shall be paid for a minimum of two hours' work at the appropriate rate, provided that this subclause shall not apply to casuals or workers provided with accommodation or paid the loading required in accordance with Clause 8. - Accommodation and Night Work of this award. Such worker shall also be reimbursed for all reasonable expenses incurred in returning to work.
- (7)
  - (a) By agreement between the employee and employer time off in lieu of payment for overtime may be granted proportionate to the payment to which the employee is entitled. Such time to be taken in unbroken periods according to each period of overtime worked unless otherwise agreed between the employee and employer concerned.
  - (b) The actual period of time off may be accrued and taken at a time agreed between the employer and employee concerned.

#### 12. - PUBLIC HOLIDAYS

- (1) The following days or days observed in lieu shall, subject to Clause 11. - Overtime of this award, be allowed as holidays without deduction of pay, namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in this subclause: Provided further that an employer may substitute Royal Show Day for Sovereign's Birthday in any year.
- (2) When any of the days mentioned in subclause (1) hereof falls on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.
- (3) Where -
  - (a) a day is proclaimed as a public holiday or as a public half-holiday under Section 7 of the Public and Bank Holidays Act, 1972; and
  - (b) that proclamation does not apply throughout the State or to the metropolitan area of the State, that day shall be a public holiday or, as the case may be a public half-holiday for the purposes of this award within the district or locality specified in the proclamation.
- (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 him/herself for duty and payment may be deducted but if work be done ordinary rates of pay shall apply.
- (5) When any of the days observed as a holiday prescribed in this clause fall on a day when a worker is on an Accrued Day Off the worker shall be allowed to take a day's holiday in lieu of the holiday on a day immediately following the worker's annual leave or at a time mutually acceptable to the employer and the worker.
- (6) A worker whilst on a public holiday prescribed by this clause shall continue to accrue an entitlement to an Accrued Day Off as prescribed in subclauses (1) and (2) of Clause 6. - Hours of this award.
- (7) Where an employee has additional leave granted pursuant to subclause (5) of this clause, the employer may require such leave to be taken within twelve months of falling due.

#### 13. - SICK LEAVE

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

- (b) Entitlement to payment shall accrue at the rate of one sixth of a week for each completed month of service with the employer.
  - (c) If in the first or successive years of service with the employer a worker is absent on the ground of personal ill health or injury for a period longer than his entitlement to paid sick leave, payment may be adjusted at the end of that year of service, or at the time the worker's services terminate, if before the end of that year of service, to the extent that the worker has become entitled to further paid sick leave during that year of service.
- (2) The unused portions of the entitlement to paid sick leave in any one year shall accumulate from year to year and subject to this clause may be claimed by the worker if the absence by reason of personal ill health or injury exceeds the period for which entitlement has accrued during the year at the time of the absence. Provided that a worker shall not be entitled to claim payment for any period exceeding ten weeks in any one year of service.
- (3) To be entitled to payment in accordance with this clause the worker shall as soon as reasonably practicable advise the employer of his inability to attend for work, the nature of his illness or injury and the estimated duration of the absence. Provided that such advice, other than in extraordinary circumstances shall be given to the employer within 24 hours of the commencement of the absence.
- (4) The provisions of this clause do not apply to a worker who fails to produce a certificate from a medical practitioner dated at the time of the absence or who fails to supply such other proof of the illness or injury as the employer may reasonably require provided that the worker shall not be required to produce a certificate from a medical practitioner with respect to absences of two days or less unless after two such absences in any year of service the employer requests in writing that the next and subsequent absences in that year if any, shall be accompanied by such certificates.
- (5) (a) Subject to the provisions of this subclause, the provisions of this clause apply to a worker who suffers personal ill health or injury during the time when he is absent on annual leave and a worker may apply for and the employer shall grant paid sick leave in place of paid annual leave.
- (b) Application for replacement shall be made within seven days of resuming work and then only if the worker was confined to his place of residence or a hospital as a result of his personal ill health or injury for a period of seven consecutive days or more and he produces a certificate from a registered medical practitioner that he was so confined. Provided that the provisions of this paragraph do not relieve the worker of the obligation to advise the employer in accordance with subclause (3) of this clause if he is unable to attend for work on the working day next following his annual leave.
- (c) Replacement of paid annual leave by paid sick leave shall not exceed the period of paid sick leave to which the worker was entitled at the time he proceeded on annual leave and shall not be made with respect to fractions of a day.
- (d) Where paid sick leave has been granted by the employer in accordance with paragraphs (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid sick leave is hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the worker or, failing agreement, shall be added to the worker's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions of Clause 12. - Holidays and Annual Leave.
- (e) Payment for replaced annual leave shall be at the rate of wage applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in Clause 12. - Holidays and Annual Leave shall be deemed to have been paid with respect to the replaced annual leave.
- (6) Where a business has been transmitted from one employer to another and the worker's service has been deemed continuous in accordance with subclause (3) of clause 2 of the Long Service Leave provisions published in volume 59 of the Western Australian Industrial Gazette at pages 1-6, the paid sick leave standing to the credit of the worker at the date of transmission from service with the transmittor shall stand to the credit of the worker at the commencement of service with the transmittee and may be claimed in accordance with the provisions of this clause.



- (7) The provisions of this clause with respect to payment do not apply to workers who are entitled to payment under the Workers' Compensation Act nor to workers whose injury or illness is the result of the worker's own misconduct.
- (8) The provisions of this clause do not apply to casual workers.
- (9)
  - (a) A worker who works 40 actual hours each week during a particular work cycle shall be paid the wages he would have received had he not proceeded on sick leave and shall have the accrued entitlement to paid sick leave reduced by the time the worker is absent from work on account of paid sick leave.
  - (b) A worker who works 38 ordinary hours each week during a particular work cycle shall be paid in respect of any absence the normal pay the worker would have received had such worker been at work during the absence.
  - (c) A worker shall not be entitled to claim payment for non-attendance on the ground of personal ill-health or injury nor will the worker's sick leave entitlements be reduced if such personal ill-health or injury occurs on a day when a worker is absent on an Accrued Day Off in accordance with the provisions of subclauses (1) and (2) of Clause 6 - Hours of this award unless such illness is for a period of seven consecutive days or more and in all other respects complies with the requirements of subclause (5) hereof.
- (10) A worker whilst on paid sick leave shall continue to accrue an entitlement to an Accrued Day Off as prescribed in subclauses (1) and (2) of Clause 6 - Hours of this award.
- (11) Any sick leave entitlement accumulated as at May 15, 1985 shall be adjusted in hours in the ratio of 38 to 40.

#### 14. - CONTRACT OF SERVICE

- (1) Except in the case of a casual employee whose engagement shall be by the hour or a probationary worker, one week's notice given at any time on either side shall be required before the engagement of any employee shall be terminated.
- (2) If an employer or an employee fails to give the required notice, one week's wages shall be paid or forfeited.
- (3) The employer may engage an employee on a probationary period for not longer than three months during which time it will be possible for either the employee or employer to end the contract with one day's notice.
- (4) The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

#### 15. - SPECIAL RATES AND CONDITIONS

- (1) An employee who is required to come into contact with a body which is in an advanced state of decomposition shall be paid \$18.90. No employee shall be entitled to more than one payment in respect of each such case.
- (2) An employee who is required to do any work in connection with an exhumation shall receive an allowance of \$58.45 for each body exhumed. No worker shall be entitled to more than one payment in respect to each such case.
- (3) Where a worker is required by the employer to wear a uniform such uniform shall be supplied and laundered by the employer. Any worker required to wash, polish or service a motor vehicle shall be supplied with all necessary protective clothing and footwear. The employer shall supply shirts to an

employee where such are required by the employer to be of a specific design and/or colour. Any matter of disagreement between an employer and his employees arising from the application of the provisions of this subclause shall be referred to a Board of Reference for determination if not resolved by conciliation.

#### 16. - RIGHT OF ENTRY

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

- (1) Accredited representatives of the Union shall be permitted to interview the employees on the business premises of the employer during non-working times or meal breaks.
- (2) Provided that the duly accredited representative shall notify the employer beforehand of their intention to exercise their rights under this clause.

#### 17. - TIME AND WAGES RECORD

- (1) The employer shall keep, or cause to be kept, a record in which shall be entered weekly -
  - (a) the name and address of each worker to whom this award applies;
  - (b) the nature of the work performed;
  - (c) the hours worked each day;
  - (d) the amount of wages and overtime (if any) received by the worker each week.
- (2) The said record shall be signed by the worker if correct.
- (3) Before exercising a power of inspection the representative shall give reasonable notice of not less than 24 hours to the employer.

Such record shall be open for inspection at the employer's business premises by a duly accredited representative of the union during working hours. Provided that if the record is not available. When the representative calls, it shall be made available for inspection within twenty-four hours at the employees' business premises.

#### 18. - BOARD OF REFERENCE

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

#### 19. - MIXED FUNCTIONS

A worker engaged for more than two hours of any day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift. If employed for not more than two hours of one day or shift he shall be paid the higher rate for the time so worked.

#### 20. - UNDER-RATE WORKERS

- (1) Any worker who by reason of old age or infirmity is unable to earn the minimum wage, may be paid such lesser wage as may from time to time be agreed upon in writing between the Union and the employer.
- (2) In the event of no agreement being arrived at, the matter may be referred to the Board of Reference for determination.
- (3) After application has been made to the Board, and pending the Board's decision, the worker shall be entitled to work for and be employed at the proposed lesser rate.

#### 21. - CASUAL WORKERS

Any worker dismissed through no fault of his/her own before the expiration of six weeks of employment shall be considered casual and shall receive 20 per cent above the rate prescribed for the work performed. The minimum engagement of casuals shall be one hour.

#### 22. - PIECEWORK

- (1) An employer may make a contract with a worker, or group of workers for payment by results by piecework.
- (2) A worker working under any system of payment by results shall be paid at least the time rate of pay apportioned if necessary, plus 10 per cent.
- (3) Where a worker works part of a week at piecework rates and part at time rates he shall be paid so much as he is entitled to receive under piecework rates for the amount of work done, and, in addition thereto, such proportionate amount at time rates as prescribed in this award for the portion of the week worked at time rates.

#### 23. - PROVISION OF APPLIANCES

The employer shall provide the following tools or articles when required: Cramps, G-cramps, Glue brushes and pots, saw files, bit not ordinarily used in a brace, oil stones, spanners required for machines, emery wheels not less than 1.5 in. thickness, brushes and rags for polishers. All appliances shall be maintained in reasonable working condition.

#### 24. - OUTSIDE WORK

- (1) When a worker is sent to outside work, the employer shall pay all fares, and a proper allowance at current rates shall be paid for all necessary meals.
- (2) When a worker is engaged at such a distance that he cannot return at night, suitable board and lodging shall be found at the employer's expense.
- (3) Travelling time outside ordinary working hours shall be paid for at ordinary rates, up to a maximum of twelve hours in any twenty-four hour period from the time of starting on the journey: Provided that when the travelling is by boat, not more than eight hours shall be paid for in such period.

#### 25. - PAYMENT OF WAGES

- (1) A worker may be paid his wages either weekly or fortnightly in cash, by cheque or into his bank account or any other account nominated by the worker.

- (2) No deduction shall be made from a worker's wages unless the worker has authorised such deduction in writing.
- (3) Where the employer is paying wages into employee accounts spread across four or more financial institutions then the employer through discussion with the employees concerned may limit the number of financial institutions involved to a maximum of two or three.

#### 26. - STANDING BY

A worker other than a Branch Officer or After Hours Attendant called upon to stand by, that is to hold him/herself available if wanted, shall be paid the following rates:

- (1) Between the hours of 5.30 pm and midnight (Monday to Friday) - \$10.95 per night.
- (2) Between 7.00 am and midnight on a Saturday, Sunday or any of the holidays prescribed in Clause 12. - Public Holidays of this award - \$23.50 per day.
- (3) The allowances prescribed in subclauses (1) and (2) hereof shall be in addition to appropriate payments for any work done during the hours therein mentioned.
- (4) Subject to subclause (6) of Clause 11. - Overtime of this award, any worker who is required to stand by and is called back between the hours of midnight and 7.00 am on any day shall be paid at the rate of double time for the hours so worked.

#### 27. - CAR ALLOWANCE

Where an employee is required and authorised to use his/her own motor vehicle he/she shall be paid 69 cents per kilometre for each kilometre travelled on his/her employer's business.

#### 28. - ANNUAL LEAVE

- (1) Except as hereinafter provided a period of four consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his/her employer after a period of 12 months' continuous service with that employer.
- (2) A worker before going on leave shall be paid the wages he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on leave during the relevant period.
- (3) During a period of annual leave a worker shall be paid a loading of 17.5% calculated on his/her ordinary wage as prescribed.
- (4) The loading prescribed by this subclause shall not apply to proportionate leave on termination.
- (5) (a) A worker whose employment terminates after he/she has completed a 12 monthly qualifying period and who has not been allowed the leave prescribed under this clause in respect of that qualifying period shall be given payment as prescribed in subclauses (2) and (3) of this clause in lieu of that leave or in lieu of so much of that leave as has not been allowed unless -
  - (i) he/she has been justifiably dismissed for misconduct; and
  - (ii) the misconduct for which he/she has been dismissed occurred prior to the completion of that qualifying period.
- (b) If, after one month's continuous service in any qualifying twelve monthly period, a worker lawfully leaves his employment or his employment is terminated by the employer through no fault of the worker, the worker shall -

- (i) if such termination occurs before 15 May, 1985, be paid 3.08 hours' pay at the rate of wage prescribed by subclause (4) of this clause, divided by 40 in respect of each completed week of continuous service;
  - (ii) if termination occurs on or after 15 May, 1985, be paid 2.923 hours' pay at the rate of wage prescribed by subclause (4) of this clause, divided by 38, in respect of each completed week of continuous service.
- (6) If any award holiday falls within a worker's period of annual leave and is observed on a day which in the case of that worker would have been an ordinary working day there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid.
  - (7) Any time in respect of which a worker is absent from work except for which he/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 his/her right to annual leave.
  - (8) The provisions of this clause shall not apply to casual workers.
  - (9) In special circumstances and by mutual consent of the employer, the worker and the union, annual leave may be taken in not more than two periods.
  - (10) When a worker proceeds on the four weeks' annual leave prescribed by subclause (1) of this clause there will be no accrual towards an Accrued Day Off as prescribed in subclauses (1) and (2) of Clause 6. - Hours of this Award. Accrual toward an Accrued Day Off shall continue during any other period of annual leave prescribed by subclause (6) of this clause.
  - (11) Any annual leave entitlement as at May 15, 1985 shall be adjusted in hours in the ratio of 38 to 40.
  - (12) An employer may specify a reasonable period during which annual leave may not be taken to meet production requirements at the workplace concerned.
  - (13) An employer may require an employee to take annual leave within twelve months of such leave falling due.

#### 29. - LONG SERVICE LEAVE

The Long Service Leave provisions published in Volume 59 of the Western Australian Industrial Gazette at pages 1 to 6 inclusive are hereby incorporated in and shall be deemed to be part of this award.

#### 30. - PROTECTIVE CLOTHING

- (1) There shall be made available at the place of work the following items of protective clothing:-
  - Overalls
  - Rubber Boots
- (2) Each vehicle used in the collection of bodies shall be equipped with two of each of the following items of protective clothing:-
  - Dust coats
  - Rubber or polythene gloves
  - Face masks

#### 31. - BEREAVEMENT LEAVE

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

Provided that payment in respect of bereavement 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 his/her shift roster, or on long service leave, annual leave, sick leave, worker's compensation, leave without pay or on a public holiday.

A worker shall not be entitled to claim payment for bereavement leave on a day when that worker is absent on an Accrued Day Off in accordance with the provisions of subclauses (1) and (2) of Clause 6. - Hours of this award.

A worker, whilst on bereavement leave prescribed by this clause shall continue to accrued an entitlement to an Accrued Day Off as prescribed in subclauses (1) and (2) of Clause 6.- Hours of this award.

### 32. - MATERNITY LEAVE

(1) Eligibility for Maternity Leave.

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

For the purposes of this clause:

- (a) A worker shall include a part-time worker but shall not include a worker engaged upon casual or seasonal work.
- (b) Maternity leave shall mean unpaid maternity leave.

(2) Period of Leave and Commencement of Leave.

- (a) Subject to subclauses (3) and (6) hereof, the period of maternity leave shall be for an unbroken period of from 12 to 52 weeks and shall include a period of six weeks' compulsory leave to be taken immediately before the presumed date of confinement and a period of six weeks' compulsory leave to be taken immediately following confinement.
- (b) A worker shall, not less than 10 weeks prior to the presumed date of confinement, give notice in writing to her employer stating the presumed date of confinement.
- (c) A worker shall give not less than four weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave, stating the period of leave to be taken.
- (d) A worker shall not be in breach of this order as a consequence of failure to give the stipulated period of notice in accordance with paragraph (c) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

(3) Transfer to a Safe-Job.

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

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

(4) Variation of Period of Maternity Leave.

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

(5) Cancellation of Maternity Leave.

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

(6) Special Maternity Leave and Sick Leave.

- (a) Where the pregnancy of a worker not then on maternity leave terminates after 28 weeks other than by the birth of a living child then -
  - (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, or
  - (ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.
- (b) Where a worker not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed 52 weeks.
- (c) For the purposes of subclauses (7), (8) and (9) hereof, maternity leave shall include special maternity leave.
- (d) A worker returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of a worker who was transferred to a safe job pursuant to subclause (3), to the position she held immediately before such transfer.

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

(7) Maternity Leave and Other Leave Entitlements.

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

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

(8) Effect of Maternity Leave on Employment.

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

(9) Termination of Employment.

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

(10) Return to Work After Maternity Leave.

- (a) A worker shall confirm her intention of returning to her work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.
- (b) A worker, upon the expiration of the notice required by paragraph (a) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of a worker who was transferred to a safe job pursuant to subclause (3), to the position which she held immediately before such transfer. Where such position no longer exists but there are other positions available for which the worker is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

(11) Replacement Workers.

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

(12) Effect of Maternity Leave on Accrued Day Off

- (a) When a worker proceeds on maternity leave there will be no accrual towards an Accrued Day Off as prescribed in subclauses (1) and (2) of Clause 6. - Hours of this award.



- (b) When a worker proceeds on maternity leave the employer may pay a worker the amount of hours accrued towards an Accrued Day Off as prescribed in subclauses (1) and (2) of Clause 6.  
- Hours of this award.

### 33. - LOCATION ALLOWANCES

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

| <u>TOWN</u>      | <u>PER WEEK</u> |
|------------------|-----------------|
| Agnew            | \$22.30         |
| Argyle           | \$59.70         |
| Balladonia       | \$23.10         |
| Barrow Island    | \$38.90         |
| Boulder          | \$9.50          |
| Broome           | \$35.90         |
| Bullfinch        | \$10.40         |
| Carnarvon        | \$18.40         |
| Cockatoo Island  | \$39.30         |
| Coolgardie       | \$9.50          |
| Cue              | \$22.90         |
| Dampier          | \$31.30         |
| Denham           | \$18.40         |
| Derby            | \$37.30         |
| Esperance        | \$6.50          |
| Eucla            | \$25.00         |
| Exmouth          | \$32.80         |
| Fitzroy Crossing | \$45.30         |
| Halls Creek      | \$52.40         |
| Kalbarri         | \$8.00          |
| Kalgoorlie       | \$9.50          |
| Kambalda         | \$9.50          |
| Karratha         | \$37.60         |
| Koolan Island    | \$39.30         |
| Koolyanobbing    | \$10.40         |
| Kununurra        | \$59.70         |
| Laverton         | \$22.80         |
| Learmonth        | \$32.80         |
| Leinster         | \$22.30         |
| Leonora          | \$22.80         |
| Madura           | \$24.10         |
| Marble Bar       | \$57.90         |
| Meekatharra      | \$19.80         |
| Mount Magnet     | \$24.80         |
| Mundrabilla      | \$24.60         |
| Newman           | \$21.40         |
| Norseman         | \$19.80         |
| Nullagine        | \$57.80         |
| Onslow           | \$38.90         |
| Pannawonica      | \$29.10         |
| Paraburdoo       | \$28.90         |
| Port Hedland     | \$31.10         |
| Ravensthorpe     | \$11.70         |
| Roebourne        | \$43.30         |

|                |         |
|----------------|---------|
| Sandstone      | \$22.30 |
| Shark Bay      | \$18.40 |
| Southern Cross | \$10.40 |
| Telfer         | \$53.20 |
| Teutonic Bore  | \$22.30 |
| Tom Price      | \$28.90 |
| Whim Creek     | \$37.20 |
| Wickham        | \$35.90 |
| Wiluna         | \$22.50 |
| Wyndham        | \$55.90 |

- (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  $66\frac{2}{3}$  per cent of the allowances prescribed in subclause (1) of this clause.
- (4) Subject to subclause (2) of this clause, junior employees, casual employees, part time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.
- (5) Where an employee is on annual leave or receives payment in lieu of annual leave he/she shall be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.
- (6) Where an employee is on long service leave or other approved leave with pay (other than annual leave) he/she shall only be paid location allowance for the period of such leave he/she remains in the location in which he/she is employed.
- (7) For the purposes of this clause:
- (a) "Dependant" shall mean -
    - (i) a spouse or defacto partner; or
    - (ii) a child where there is no spouse or defacto partner; who does not receive a location allowance or who, if in receipt of a salary or wage package, receives no consideration for which the location allowance is payable pursuant to the provisions of this clause.
  - (b) "Partial Dependant" shall mean a "dependant" as prescribed in paragraph (a) of this subclause who receives a location allowance which is less than the location allowance prescribed in subclause (1) of this clause or who, if in receipt of a salary or wage package, receives less than a full consideration for which the location allowance is payable pursuant to the provisions of this clause.
- (8) Where an employee is employed in a town or location not specified in this clause the allowance payable for the purpose of subclause (1) of this clause shall be such amount as may be agreed between Australian

Mines and Metals Association, the Chamber of Commerce and Industry of Western Australia and UnionsWA or, failing such agreement, as may be determined by the Commission.

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

#### 34. - EFFECT OF 38-HOUR WEEK

(1) Termination

- (a) A worker subject to the provisions of subclause (1) of Clause 6 - Hours of this award who has not taken any Accrued Day(s) Off accumulated during a work cycle in which employment is terminated, shall be paid the total of hours accumulated towards the Accrued Day(s) Off for which payment has not already been made.
- (b) A worker who has taken any Accrued Day Off during a work cycle in which employment is terminated shall have the wages due on termination reduced by the total hours for which payment has already been made but for which the worker had no entitlement toward those Accrued Day(s) Off.

(2) Workers' Compensation

- (a) 20 Day Work Cycle
- (i) Where a worker is on workers' compensation for periods for less than one complete 20 day work cycle, such worker will accrue towards and be paid for the succeeding Accrued Day Off following such absence.
- (ii) A worker will not accrue Accrued Day(s) Off for periods of workers' compensation where such period of leave exceeds one or more complete 20 day work cycles.
- (iii) Where a worker is on workers' compensation for less than one complete 20 day work cycle and an Accrued Day Off falls within the period, the worker will not be re-rostered for an additional Accrued Day Off.
- (b) 12 Months' Work Cycle
- (i) Where a worker is on workers' compensation for period for less than a total of 20 consecutive work days in a work cycles such worker will accrue towards and be paid for the succeeding Accrued Day(s) Off following such leave.
- (ii) Where a worker is on workers' compensation for periods greater than a total of 20 consecutive days in a work cycles such worker will have the period of workers' compensation added to the work cycle.

(3) Leave Without Pay

- (a) 20 Day Work Cycle
- A worker who is absent on any form of leave without pay during a 20 day work cycle shall no accumulate an entitlement to an Accrued Day Off for the period of such leave nor will the worker be entitled to an Accrued Day Off whilst on leave without pay.
- (b) 12 Months' Work Cycle

- (i) A worker who is absent on any form of leave without pay for less than a total of five days in any work cycle shall not have payment reduced when proceeding on Accrued Day(s) Off.
- (ii) A worker who is absent on any form of leave without pay for a total of five days or more in any work cycle will have such period of leave added to the work cycle.
- (iii) Where a worker is on workers' compensation for greater than 20 consecutive work days and an Accrued Day Off as prescribed in Subclause (1) of Clause 6 - Hours of this award falls within the period the worker shall be re-rostered for another Accrued Day Off on completion of the 20 day work cycle following such absence.

### 35. - PART-TIME WORKERS

- (1) A part-time worker may be engaged on a weekly contract to work a regularly rostered number of hours each week. Provided that a part-time worker shall not be rostered to work less than two days per week.
- (2) A part-time worker shall be paid a weekly rate calculated pro rata to the class of work on which the worker is engaged in the proportion which the worker's hours of work bear to 38.
- (3) Part-time workers shall be entitled to payment for annual leave, public holidays and sick leave on a pro rata basis in the same proportion as the number of hours worked per week bears to 38.
- (4) The hours of part-time workers shall not be altered without their agreement or the giving of one week's notice of the change of rostered hours.

### 36. - SHIFT WORK

- (1) By mutual agreement full-time workers may be engaged on an afternoon shift between Monday and Friday each week.
- (2) "Afternoon Shift" means a shift which commences at or after 12 noon and which finishes at or prior to 9.00 p.m.
- (3) Where less than five consecutive afternoon shifts are worked workers so engaged shall be paid at overtime rates for each afternoon shift worked.
- (4) The loading on the ordinary rates of pay for afternoon shift shall be 15 per cent.

### 37. - SUPERANNUATION

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

- (1) Term
  - This Clause shall remain in force for a period of two years from the date hereof.
- (2) Employer Contributions
  - (a) The employer shall contribute 9% of ordinary time earnings per eligible employee into Westscheme.
  - (b) For employees who were receiving employer contributions as at 1st March 1989, into other than an approved fund, the employer shall not be obliged to pay more than 9% into any pre-existing fund in addition to contributing 9% of ordinary time earnings into Westscheme.

- (c) Employer contributions shall be paid on a monthly basis for each week of service that the eligible employee completes with the employer. Provided that the employer shall not be required to make contributions for any portion of the qualifying periods referred to in subclause (4) of this Clause.
- (d) No contributions shall be made for periods of unpaid leave, or unauthorised absences in excess of one week or for annual leave or long service leave payments made on termination.

(3) Definitions

"Approved Fund" shall mean a fund which has been established by and on behalf of the employer for the purposes of Occupational Superannuation and which complies with the Australian Government's Operational Standards for Occupational Superannuation.

"Ordinary time earnings" shall mean the salary, wage or other remuneration periodically received by the employee in respect of the time worked in ordinary hours and shall include shift work penalties in the case of the employee being a shift worker, payments which are made for the purpose of District or Location Allowances or any other rate paid for all purposes of the award to which the employee is entitled for ordinary hours of work PROVIDED THAT "ordinary time earnings" shall not include any payment which is of a similar nature to or is paid for the same reasons as or is paid in lieu of payments for overtime, disability payments, vehicle allowances, fares or travelling time allowances (including payments made for travelling related to distant work), commission or bonus.

(4) Qualifying Period

- (a) Full-time and part-time employees shall serve a qualifying period of three calendar months' continuous service with the employer before becoming entitled to the employer contributions mentioned in subclause (2) of this Clause.
- (b) Casual employees shall not be entitled to receive the employer contributions mentioned in subclause (2) of this Clause until the employee has been employed for more than 243 hours in any three-month period.

(5) Exemptions

- (a) Employers or employees who are covered by a Superannuation Award or Agreement made pursuant to the Industrial Relations Act 1979 shall be exempted from the provisions of this Clause.
- (b) The employers set out hereunder who provide superannuation under an Approved Company Fund to employees shall, in respect of those employees, and by agreement with the Union, pay the contributions specified in paragraph (a) of subclause (2) of this Clause to such Approved Company Fund:  
  
Mead Son & Co. (1978) Pty Ltd  
Arthur J. Purslowe Pty Ltd
- (c) An employer may make application to the Western Australian Industrial Relations Commission for an exemption from this Clause where that employer already provides their employees with Occupational Superannuation into an Approved Fund.

(6) Operative Date

This Clause shall operate from 1st March, 1989.

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.

### 38. - AWARD MODERNISATION AND ENTERPRISE CONSULTATION

- (1) The parties to this award are committed to co-operating positively to increase the efficiency and productivity of the industry to enhance the career opportunities and job security of employees in the industry.
- (2) At each plant or enterprise a consultative mechanism may be established by the employer, or shall be established upon request by the employees or their Union. The consultative mechanism and procedure shall be appropriate to the size, structure and needs of that plant or enterprise.
- (3) Where a consultative committee is established, it will be free to address any matter which is consistent with the objectives of subclause (1) of this clause.
- (4) Discussions that take place will have regard to the following requirements:
  - (a) the changes sought shall not affect provisions reflecting State standards;
  - (b) the majority of employees affected by the change at the plant or enterprise must genuinely agree to the change;

- (c) any agreement shall not, in the context of a total package, provide for a set of conditions of a lesser standard than that provided by the award and no employee shall have a lesser income as a result of the conditions provided for in such agreement;
- (d) the Union must be a party to any agreement which affects the wages and/or conditions of employment of employees;
- (e) the Union shall not unreasonably oppose any agreement;
- (f) any agreement relating to award matters shall be subject to approval by the Western Australian Industrial Relations Commission and, if approved, shall operate as a schedule to this award and take precedence over any provision of this award to the extent of any inconsistency;
- (g) if agreement cannot be reached on a particular issue, then the matter may be referred to the Western Australian Industrial Relations Commission for determination.

#### APPENDIX - RESOLUTION OF DISPUTES REQUIREMENT

- (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) Subject to this appendix, and in addition to any current arrangements the following procedures shall apply in connection with questions, disputes or difficulties arising under this award/industrial agreement.
  - (a) The persons directly involved, or representatives of person/s directly involved, shall discuss the question, dispute or difficulty as soon as is practicable.
  - (b)
    - (i) If these discussions do not result in a settlement, the question, dispute or difficulty shall be referred to senior management for further discussion.
    - (ii) Discussions at this level will take place as soon as practicable.
- (3) The terms of any agreed settlement should be jointly recorded.
- (4) Any settlement reached which is contrary to the terms of this award/industrial agreement shall not have effect unless and until that conflict is resolved to allow for it.
- (5) Nothing in this appendix shall be read so as to exclude an organisation party to or bound by the award/industrial agreement from representing its members.
- (6) Any question, dispute or difficulty not settled may be referred to the Western Australian Industrial Relations Commission provided that with effect from 22 November 1997 it is required that persons involved in the question, dispute or difficulty shall confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Commission..



SCHEDULE A - PARTIES TO THE AWARD

The following organization is a party to this award:

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

SCHEDULE B - RESPONDENTS

Bowra & O'Dea Pty Ltd  
Donald J. Chipper & Son Pty Ltd  
Arthur E. Davies & Co. Pty Ltd  
Mead Son & Co. Pty Ltd,  
Arthur J. Purslowe & Co. Pty Ltd  
Prosser Scott & Co. Pty Ltd  
W. Snell & Co.  
Monahan's Funeral Services  
William Barrett & Sons,  
C.E. Courtis & Sons,  
S.C. Doyle,  
    (no longer in business)  
A. Dawson & Son,  
Geraldton Funeral Service,  
    (no longer in business)  
W.R. Jones  
Wm. James & Sons,  
    (no longer in business)  
M. James  
    (no longer in business)  
L.A. Miller  
    (no longer in business)  
William Moyes & Sons  
    (no longer in business)  
.W. Purslowe & Son  
W. Strother  
    (no longer in business)  
Ivan Vulkovich

APPENDIX - S.49B - INSPECTION OF RECORDS REQUIREMENTS

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

VARIATION RECORD

FUNERAL DIRECTORS' ASSISTANTS' AWARD NO. 18 OF 1962

Delivered 11/06/64 at 44 WAIG 253  
Consolidated at 53 WAIG 975  
Consolidated at 57 WAIG 1027Section 93(6)  
Consolidation at 62 WAIG 2133Section 93(6)  
Consolidation 27/10/93 at 73 WAIG 3106  
Section 93(6) Consolidation AT 77 WAIG 2447

| <b>CLAUSE NO.</b>                             | <b>EXTENT OF VARIATION</b> | <b>ORDER NO.</b> | <b>OPERATIVE DATE</b> | <b>GAZETTE REFERENCE</b> |
|---|----------------------------|------------------|-----------------------|--------------------------|
| <b>1. Title</b>                               |                            |                  |                       |                          |
|   | Cl.                        | 996/88           | 22/09/88              | 70 WAIG 1443             |
| (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           | 07/08/96              | 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             |
| <b>1B. Minimum Adult Award Wage</b>           |                            |                  |                       |                          |
|   | Ins. 1B                    | 940/97           | 14/11/97              | 77 WAIG 3177             |
|   | Cl.                        | 1042/98          | 17/07/98              | 79 WAIG 44               |
|   | Min. Wage & text.          | 609/99           | 01/08/99              | 79 WAIG 1847             |

|     |         |          |                       |
|-----|---------|----------|-----------------------|
| Cl. | 654/00  | 01/08/00 | 80 WAIG 3379          |
| Cl. | 752/01  | 01/08/01 | 81 WAIG 1721          |
| Cl. | 797/02  | 01/08/02 | 82 WAIG 1369          |
| Cl. | 569/03  | 5/06/03  | 83 WAIG 1899 & 2237   |
| (9) | 1197/03 | 1/11/03  | 83 WAIG 3537          |
| Cl. | 570/04  | 4/06/04  | 84 WAIG 1521          |
| Cl. | 576/05  | 07/07/05 | 85 WAIG 2083, 2445    |
| Cl. | 957/05  | 07/07/06 | 86 WAIG 1631 & 1979   |
| Cl. | 1/07    | 01/07/07 | 87 WAIG 1487 & 1866   |
| Cl. | 115/07  | 01/07/08 | 88 WAIG 773 & 1119    |
| Cl. | 1/09    | 01/10/09 | 89 WAIG 735 & 1544    |
| Cl. | 2/10    | 01/07/10 | 90 WAIG 568 & 1007    |
| Cl. | 2/11    | 01/07/11 | 91 WAIG 1008 & 1420   |
| Cl. | 2/12    | 01/07/12 | 92 WAIG 1207          |
| Cl. | 1/13    | 01/07/13 | 93 WAIG 879           |
| Cl. | 1/14    | 01/07/14 | 94 WAIG 1099          |
| Cl. | 1/15    | 01/07/15 | 95 WAIG 1087          |
| Cl. | 1/16    | 01/07/16 | 96 WAIG 937           |
| Cl. | 1/17    | 01/07/17 | 97 WAIG 1003          |
| Cl. | 1/18    | 01/07/18 | 98 WAIG 263 & 716     |
| Cl  | 1/19    | 01/07/19 | 99 WAIG 509 &<br>1037 |

(2. Area)

|          |        |          |              |
|----------|--------|----------|--------------|
| Del. Cl. | 996/88 | 22/09/88 | 70 WAIG 1443 |
|----------|--------|----------|--------------|

## 2. Arrangement

|          |            |          |              |
|----------|------------|----------|--------------|
| Del. 2A. | 1940/89    | 08/0989  | 69 WAIG 2913 |
| Ins. Cl. | 996/88     | 22/09/88 | 70 WAIG 1443 |
| Ins. 2A  | 1407/89®   | 18/12/89 | 70 WAIG 798  |
| Ins. 38  | 153/90(R2) | 20/12/90 | 71 WAIG 688  |
| Cl.      | 1406/91    | 11/12/91 | 72 WAIG 119  |
| Ins. 1A  | 1752/91    | 31/01/92 | 72 WAIG 191  |

|   |         |          |              |
|---|---------|----------|--------------|
| Del. 2A                                   | 24/92   | 25/02/92 | 72 WAIG 809  |
| Del. Sch Resp.,<br>Ins Sch. A<br>& Sch. B | 550/93  | 05/05/93 | 73 WAIG 1654 |
| 1A. Title                                 | 1457/93 | 24/12/93 | 74 WAIG 198  |
| 1A. Title                                 | 985/94  | 30/12/94 | 75 WAIG 23   |
| 1A. Title                                 | 1164/95 | 21/03/96 | 76 WAIG 911  |
| Ins. Appendix –<br>Resolution...          | 693/96  | 16/07/96 | 76 WAIG 2768 |
| Ins. Appendix –<br>S.49B...               | 694/96  | 16/07/96 | 76 WAIG 2789 |
| 1A. Title                                 | 915/96  | 07/08/96 | 76 WAIG 3368 |
| 1A  | 940/97  | 14/11/97 | 77 WAIG 3177 |
| Ins. 1B                                   | 940/97  | 14/11/97 | 77 WAIG 3177 |
| 1A  | 757/98  | 12/06/98 | 78 WAIG 2579 |
| Del. 1A.                                  | 609/99  | 06/07/99 | 79 WAIG 1847 |

(2A. State Wage Principles – September 1988)

|          |         |          |              |
|----------|---------|----------|--------------|
| Ins. Cl. | 996/88  | 22/09/88 | 70 WAIG 1443 |
| Del. Cl. | 1940/89 | 08/09/89 | 69 WAIG 2913 |

(2A. State Wage Principles – September 1989)

|                  |          |          |             |
|------------------|----------|----------|-------------|
| Ins. Cl.         | 1407/89® | 18/12/89 | 70 WAIG 798 |
| Del. Cl. & title | 1406/91  | 11/12/91 | 72 WAIG 119 |

(2A. State Wage Principles – June 1991)

|          |         |          |             |
|----------|---------|----------|-------------|
| Ins. Cl. | 1406/91 | 11/12/91 | 72 WAIG 119 |
| Del. Cl. | 24/92   | 25/02/92 | 72 WAIG 809 |

(3. Scope)

|          |        |          |              |
|----------|--------|----------|--------------|
| Del. Cl. | 996/88 | 22/09/88 | 70 WAIG 1443 |
|----------|--------|----------|--------------|

**3. Area**

|          |        |          |              |
|----------|--------|----------|--------------|
| Ins. Cl. | 996/88 | 22/09/88 | 70 WAIG 1443 |
|----------|--------|----------|--------------|

(4. Arrangement)

|              |         |          |              |
|--------------|---------|----------|--------------|
| Cl.          | 949/84  | 25/02/85 | 65 WAIG 680  |
| Ins. 34      | 967/82  | 15/05/85 | 65 WAIG 816  |
| Ins. 35 & 36 | 1033/87 | 01/09/88 | 68 WAIG 2447 |
| Ins. 37      | 657/88  | 01/03/89 | 69 WAIG 574  |
| Del. Cl.     | 996/88  | 22/09/88 | 70 WAIG 1443 |

#### 4. Scope

|          |        |          |              |
|----------|--------|----------|--------------|
| Ins. Cl. | 996/88 | 22/09/88 | 70 WAIG 1443 |
|----------|--------|----------|--------------|

#### 5. Term

#### 6. Hours

|          |            |          |              |
|----------|------------|----------|--------------|
| Cl.      | 967/82     | 15/05/85 | 65 WAIG 816  |
| (4)      | 1033/87    | 01/09/88 | 68 WAIG 2447 |
| Ins. (7) | 1407/89(R) | 18/12/89 | 70 WAIG 798  |
| Ins. (8) | 153/90(R2) | 20/12/90 | 71 WAIG 688  |

#### 7. Definitions

|          |        |          |             |
|----------|--------|----------|-------------|
| Ins. (5) | 967/82 | 15/05/85 | 65 WAIG 816 |
|----------|--------|----------|-------------|

#### 8. Accommodation and Night Work

#### 9. Meal Times and Meal Allowances

|                         |            |           |              |
|-------------------------|------------|-----------|--------------|
| Cl.                     | 949/84     | 25/02/85  | 65 WAIG 680  |
| (3) & (4)               | 1061/85    | 05/02/86  | 66 WAIG 378  |
| (3), del. (4),(5) & (6) | 520B/87    | 19/04/88  | 68 WAIG 1056 |
| (3) amounts only        | 153/90(R2) | 20/12/90  | 71 WAIG 688  |
| (3) rates               | 1395/96    | 12/11/96  | 77 WAIG 240  |
| (3)(a)&(b)              | 690/00     | 15/11/00  | 79 WAIG 1843 |
| (3)(a)                  | 690/00     | 15/11/00  | 80 WAIG 5578 |
| (3)(a)                  | 992/01     | 08/01/02  | 82 WAIG 273  |
| (3)(a)                  | 1021/02    | 228/01/02 | 83 WAIG 704  |

|        |        |          |              |
|--------|--------|----------|--------------|
| (3)(a) | 656/03 | 11/3/05  | 85 WAIG 1173 |
| (3)(a) | 97/06  | 02/04/07 | 87 WAIG 649  |
| (3)(a) | 53/08  | 9/12/08  | 89 WAIG 142  |

#### 10. Wages

|                              |            |          |                     |
|------------------------------|------------|----------|---------------------|
| Cl.                          | 776/82 Int | 01/08/85 | 66 WAIG 1722        |
| Cl.                          | 776/82     | 29/01/86 | 66 WAIG 377         |
| Cl.                          | 1033/87    | 01/09/88 | 68 WAIG 2447        |
| C.O.                         | 1033/87    | 01/09/88 | 70 WAIG 1610        |
| Cl.                          | 996/88     | 22/09/88 | 70 WAIG 1443        |
| Cl.                          | 1407/89®   | 18/12/89 | 70 WAIG 798         |
| Cl.                          | 153/90(R2) | 20/12/90 | 71 WAIG 688         |
| (1) & (3)                    | 1406/91    | 11/12/91 | 72 WAIG 119         |
| (1)                          | 1577/93    | 31/01/94 | 74 WAIG 924         |
| Cl.                          | 1117/94    | 24/04/95 | 75 WAIG 1915        |
| Cl.                          | 341/96     | 31/05/96 | 76 WAIG 2420        |
| (3) rates                    | 1395/96    | 12/11/96 | 77 WAIG 240         |
| Rates & Ins. Text            | 940/97     | 14/11/97 | 77 WAIG 3177        |
| Cl.                          | 1042/98    | 17/07/98 | 79 WAIG 44          |
| (1) rates, (7) Ins.<br>Text. | 609/99     | 01/08/99 | 79 WAIG 1847        |
| (3)                          | 870/99     | 27/08/99 | 79 WAIG 3036        |
| Cl.                          | 654/00     | 01/08/00 | 80 WAIG 3379        |
| (3)                          | 690/00     | 15/11/00 | 80 WAIG 5578        |
| Cl.                          | 752/01     | 01/08/01 | 81 WAIG 1721        |
| (3)                          | 992/01     | 08/01/02 | 82 WAIG 273         |
| (1)                          | 797/02     | 01/08/02 | 82 WAIG 1369        |
| (3)                          | 1021/02    | 28/01/02 | 83 WAIG 704         |
| Cl.                          | 569/03     | 5/06/03  | 83 WAIG 1899 & 2237 |
| Cl.                          | 570/04     | 4/06/04  | 84 WAIG 1521 & 1765 |
| Cl.                          | 656/03     | 11/3/05  | 85 WAIG 1173        |
| Cl.                          | 576/05     | 07/07/05 | 85 WAIG 2083, 2445  |
| Cl.                          | 957/05     | 07/07/06 | 86 WAIG 1631 & 1979 |
| (3)                          | 97/06      | 02/04/07 | 87 WAIG 649         |



|     |        |          |                     |
|-----|--------|----------|---------------------|
| Cl. | 1/07   | 01/07/07 | 87 WAIG 1487 & 1866 |
| Cl. | 115/07 | 01/07/08 | 88 WAIG 773 & 1119  |
| (3) | 53/08  | 9/12/08  | 89 WAIG 142         |
| Cl. | 1/09   | 01/10/09 | 89 WAIG 735 & 1544  |
| Cl. | 2/10   | 01/07/10 | 90 WAIG 568 & 1007  |
| Cl. | 2/11   | 01/07/11 | 91 WAIG 1008 & 1420 |
| Cl. | 2/12   | 01/07/12 | 92 WAIG 1207        |
| Cl. | 1/13   | 01/07/13 | 93 WAIG 879         |
| Cl. | 1/14   | 01/07/14 | 94 WAIG 1099        |
| Cl. | 1/15   | 01/07/15 | 95 WAIG 1087        |
| Cl. | 1/16   | 01/07/16 | 96 WAIG 937         |
| Cl. | 1/17   | 01/07/17 | 97 WAIG 1003        |
| Cl. | 1/18   | 01/07/18 | 98 WAIG 263 & 716   |
| Cl  | 1/19   | 01/07/19 | 99 WAIG 509 & 1037  |

#### 11. Overtime

|          |            |          |             |
|----------|------------|----------|-------------|
| Cl.      | 949/84     | 25/02/85 | 65 WAIG 680 |
| (1)      | 967/82     | 15/05/85 | 65 WAIG 816 |
| Ins. (7) | 153/90(R2) | 20/12/90 | 71 WAIG 688 |

#### (12. Holidays and Annual Leave)

|                  |        |          |             |
|------------------|--------|----------|-------------|
| Del. Cl. & Title | 949/84 | 25/02/85 | 65 WAIG 680 |
|------------------|--------|----------|-------------|

#### 12. Public Holidays

|                |            |          |             |
|----------------|------------|----------|-------------|
| Ins. Cl.       | 949/84     | 25/02/85 | 65 WAIG 680 |
| Ins. (5) & (6) | 967/82     | 15/05/85 | 65 WAIG 816 |
| Ins (7)        | 1407/89(R) | 18/12/89 | 70 WAIG 798 |

#### 13. Sick Leave

|                       |        |          |              |
|-----------------------|--------|----------|--------------|
| Cl.                   | 665/77 | 17/10/78 | 58 WAIG 1343 |
| Cl.                   | 414/79 | 01/01/80 | 60 WAIG 61   |
| Ins. (9), (10) & (11) | 967/82 | 15/05/85 | 65 WAIG 816  |

**14. Contract of Service**

|     |            |          |             |
|-----|------------|----------|-------------|
| Cl. | 1407/89(R) | 18/12/89 | 70 WAIG 798 |
| Cl. | 1406/91    | 11/12/91 | 72 WAIG 119 |

**15. Special Rates and Provisions**

|                        |             |          |              |
|------------------------|-------------|----------|--------------|
| Cl.                    | 949/84      | 25/02/85 | 65 WAIG 680  |
| Cl.                    | 600/85 Int. | 22/11/85 | 65 WAIG 2265 |
| Cl.                    | 600/85      | 17/03/86 | 66 WAIG 710  |
| (1) & (2)              | 520 A/87    | 20/08/87 | 67 WAIG 1774 |
| (1) & (2) amounts only | 153/90(R2)  | 20/12/90 | 71 WAIG 688  |
| (1) & (2)              | 1406/91     | 11/12/91 | 72 WAIG 119  |
| (1) & (2) rates        | 1395/96     | 12/11/96 | 77 WAIG 240  |
| (1) & (2) rates        | 1042/98     | 17/07/98 | 79 WAIG 44   |
| (1) & (2)              | 870/99      | 27/08/99 | 79 WAIG 3036 |
| (1) & (2)              | 690/00      | 15/11/00 | 80 WAIG 5578 |
| (1) & (2)              | 992/01      | 08/01/02 | 82 WAIG 273  |
| (1) & (2)              | 1021/02     | 28/01/02 | 83 WAIG 704  |
| (1) & (2)              | 656/03      | 11/3/05  | 85 WAIG 1173 |
| (1) & (2)              | 97/06       | 02/04/07 | 87 WAIG 649  |
| (1) & (2)              | 53/08       | 9/12/08  | 89 WAIG 142  |

**16. Right of Entry**

|          |            |          |              |
|----------|------------|----------|--------------|
| Cl.      | 153/90(R2) | 20/12/90 | 71 WAIG 688  |
| Ins.Text | 2053(1)/97 | 22/11/97 | 77 WAIG 3138 |

**17. Time and Wages Record**

|      |        |          |              |
|------|--------|----------|--------------|
| (3). | 491/98 | 16/04/98 | 78 WAIG 1471 |
|------|--------|----------|--------------|

**18. Board of Reference****19. Mixed Functions**

## 20. Under-Rate Workers

## 21. Casual Workers

|     |         |          |              |
|-----|---------|----------|--------------|
| Cl. | 1033/87 | 01/09/88 | 68 WAIG 2447 |
|-----|---------|----------|--------------|

## 22. Piece Workers

## 23. Provision of Appliances

## 24. Outside Work

## 25. Payment of Wages

|          |            |          |             |
|----------|------------|----------|-------------|
| Cl.      | 949/84     | 25/02/85 | 65 WAIG 680 |
| Cl.      | 967/82     | 15/05/85 | 65 WAIG 816 |
| Ins. (3) | 1407/89(R) | 18/12/89 | 70 WAIG 798 |

## 26. Standing By

|                        |             |          |              |
|------------------------|-------------|----------|--------------|
| Cl.                    | 949/84      | 25/02/85 | 65 WAIG 680  |
| Cl.                    | 600/85 Int. | 22/11/85 | 65 WAIG 2265 |
| Cl.                    | 600/85      | 17/03/86 | 66 WAIG 710  |
| (1) & (2)              | 520 A/87    | 20/08/87 | 67 WAIG 1774 |
| (1) & (2) amounts only | 153/90(R2)  | 20/12/90 | 71 WAIG 688  |
| (1), (2)               | 24/92       | 25/02/92 | 72 WAIG 809  |
| (1)&(2) rates          | 1395/96     | 12/11/96 | 77 WAIG 240  |
| (1) & (2)              | 870/99      | 27/08/99 | 79 WAIG 3036 |
| (1) & (2)              | 690/00      | 15/11/00 | 80 WAIG 5578 |
| (1) & (2)              | 992/01      | 08/01/02 | 82 WAIG 273  |
| (1) & (2)              | 1021/02     | 28/01/02 | 83 WAIG 704  |
| (1) & (2)              | 656/03      | 11/3/05  | 85 WAIG 1173 |
| (1) & (2)              | 97/06       | 03/03/07 | 87 WAIG 649  |
| (1) & (2)              | 53/08       | 9/12/08  | 89 WAIG 142  |

## 27. Car Allowance

|                       |          |          |              |
|-----------------------|----------|----------|--------------|
| Cl.                   | 949/84   | 25/02/85 | 65 WIAG 680  |
| Cl.                   | 1061/85  | 05/02/86 | 66 WAIG 378  |
| Cl.                   | 520 A/87 | 20/08/87 | 67 WAIG 1774 |
| Amount                | 1395/96  | 12/11/96 | 77 WAIG 240  |
| Cl.                   | 690/00   | 15/11/00 | 80 WAIG 5578 |
| Cl.                   | 992/01   | 08/01/02 | 82 WAIG 273  |
| Cl.                   | 1021/02  | 28/01/03 | 83 WAIG 704  |
| Cl (Correction Order) | 1021/02  | 4/02/03  | 83 WAIG 845  |
| Cl                    | 656/03   | 11/3/05  | 85 WAIG 1173 |
| Cl.                   | 97/06    | 02/04/07 | 87 WAIG 649  |
| Cl                    | 53/08    | 9/12/08  | 89 WAIG 142  |

(28. Preference to Unionists)

|                  |        |          |             |
|------------------|--------|----------|-------------|
| Del. Cl. & Title | 949/84 | 25/02/85 | 65 WAIG 680 |
|------------------|--------|----------|-------------|

**28. Annual Leave**

|                          |            |          |             |
|--------------------------|------------|----------|-------------|
| Ins. Cl.                 | 949/84     | 25/02/85 | 65 WAIG 680 |
| (5)(b): Ins. (10) & (11) | 967/82     | 15/05/85 | 65 WIAG 816 |
| Ins. (12) & (13)         | 1407/89(R) | 18/12/89 | 70 WAIG 798 |

**29. Long Service Leave**

**30. Protective Clothing**

**31. Bereavement Leave**

|           |        |          |             |
|-----------|--------|----------|-------------|
| Cl.       | 949/84 | 25/02/85 | 65 WAIG 680 |
| Ins. Text | 967/82 | 15/05/85 | 65 WIAG 816 |

**32. Maternity Leave**

|           |        |          |             |
|-----------|--------|----------|-------------|
| Ins. Cl.  | 351/78 | 21/01/80 | 60 WAIG 409 |
| Ins. (12) | 967/82 | 15/05/85 | 65 WAIG 816 |

**33. Location Allowances**

|     |        |          |              |
|-----|--------|----------|--------------|
| Cl. | 291/83 | 05/12/83 | 64 WAIG 5    |
| Cl. | 477/84 | 01/07/84 | 64 WAIG 1235 |

|                               |                    |          |              |
|-------------------------------|--------------------|----------|--------------|
| Cl.                           | 397/85             | 01/07/85 | 65 WAIG 1349 |
| Cl.                           | 409/86             | 01/07/86 | 66 WAIG 1149 |
| Cl.                           | 603/87             | 01/07/87 | 67 WAIG 1094 |
| Cl.                           | 1353/87            | 01/01/88 | 68 WAIG 996  |
| Cl.                           | 517/88             | 01/07/88 | 68 WAIG 1686 |
| (1), (13)                     | 834/89             | 01/07/89 | 69 WAIG 3217 |
| Cl.                           | 778/90<br>&1065/90 | 01/07/90 | 70 WAIG 2995 |
| (1).                          | 1049/91            | 01/07/91 | 71 WAIG 2753 |
| Cl.                           | 851/92             | 01/07/92 | 72 WAIG 2498 |
| Cl.                           | 943/93             | 01/07/93 | 73 WAIG 1989 |
| Cl.                           | 714/94             | 01/07/94 | 74 WAIG 1869 |
| Cl.                           | 641/95             | 01/07/95 | 75 WAIG 2125 |
| Cl.                           | 911/96             | 01/07/96 | 76 WAIG 3365 |
| Cl.                           | 1400/97            | 01/07/97 | 77WAIG 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<br>(7)(a)(i)&(ii) | 24/09              | 01/07/09 | 89 WAIG 2483 |
| Cl.                           | 117/10             | 01/07/10 | 90 WAIG 561  |
| Cl.                           | 24/11              | 01/07/11 | 91 WAIG 995  |
| Cl.                           | 6/12               | 01/07/12 | 92 WAIG 725  |
| Cl.                           | 7/13               | 01/07/13 | 93 WAIG 461  |
| Cl.                           | 11/14              | 01/07/14 | 94 WAIG 669  |

|     |        |          |             |
|-----|--------|----------|-------------|
| Cl. | 118/15 | 01/07/15 | 95 WAIG 700 |
| Cl. | 15/16  | 01/07/16 | 96 WAIG 631 |
| Cl. | 20/17  | 01/07/17 | 97 WAIG 585 |
| Cl. | 20/18  | 01/07/18 | 98 WAIG 415 |
| Cl  | 24/19  | 01/07/19 | 99 WAIG 615 |

#### **34. Effect of 38 Hour Week**

|          |        |          |             |
|----------|--------|----------|-------------|
| Ins. Cl. | 967/82 | 15/05/85 | 65 WAIG 816 |
|----------|--------|----------|-------------|

#### **35. Part-Time Workers**

|          |         |          |              |
|----------|---------|----------|--------------|
| Ins. Cl. | 1033/87 | 01/09/88 | 68 WAIG 2447 |
|----------|---------|----------|--------------|

#### **36. Shift Work**

|          |         |          |              |
|----------|---------|----------|--------------|
| Ins. Cl. | 1033/87 | 01/09/88 | 68 WAIG 2447 |
|----------|---------|----------|--------------|

#### **37. Superannuation**

|              |         |          |              |
|--------------|---------|----------|--------------|
| Ins. Cl.     | 657/88  | 01/03/89 | 69 WAIG 574  |
| Ins. Text    | 599/98  | 30/06/98 | 78 WAIG 2559 |
| (2)(a) & (b) | 1021/02 | 28/01/03 | 83 WAIG 704  |

(38 Structural Efficiency)

|                 |            |          |             |
|-----------------|------------|----------|-------------|
| Ins Cl.         | 153/90(R2) | 20/12/90 | 71 WAIG 688 |
| Del. Cl.& title | 1406/91    | 11/12/91 | 72 WAIG 119 |

#### **38. Award Modernisation and Enterprise Consultation**

|          |         |          |             |
|----------|---------|----------|-------------|
| Ins. Cl. | 1406/91 | 11/12/91 | 72 WAIG 119 |
|----------|---------|----------|-------------|

#### **Appendix - Resolution of Disputes Requirement**

|                   |         |          |              |
|-------------------|---------|----------|--------------|
| Ins. Appendix     | 693/96  | 16/07/96 | 76 WAIG 2768 |
| (1),(6), Del. (7) | 2053/97 | 22/11/97 | 77 WAIG 3079 |

#### **Schedule A - Parties to the Award**

|            |        |          |              |
|------------|--------|----------|--------------|
| Ins. Sch.  | 550/93 | 05/05/93 | 73 WAIG 1654 |
| Text       | 870/99 | 27/08/99 | 79 WAIG 3036 |
| Ins. Sch.. | 690/00 | 15/11/00 | 80 WAIG 5578 |

(Schedule of Respondents)

|             |             |          |              |
|-------------|-------------|----------|--------------|
| Sch.        | 153A/90(R2) | 01/04/92 | 72 WAIG 1085 |
| Rename Sch. | 550/93      | 05/05/93 | 73 WAIG 1654 |

**Schedule B - Respondents**

|            |        |          |              |
|------------|--------|----------|--------------|
| Ins. Sch.. | 690/00 | 15/11/00 | 80 WAIG 5578 |
| Del Resp   | 28/09  | 30/03/09 | 89 WAIG 511  |

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

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