

# Furniture Trades Industry Award

## 1. - TITLE

This award shall be known as the "Furniture Trades Industry Award" and replaces No. 30 of 1979 as amended.

## 2. - ARRANGEMENT

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### 3. - AREA

This award shall have effect over the whole of the State of Western Australia, except such portions thereof as are comprised within premises occupied by or worked in conjunction with the Western Australian Government Railways Commission.

### 4. - SCOPE

This award shall apply to the industries as carried on by representative employers referred to in Schedule "A" to this award and the employees of employers engaged in those industries and classified in Clause 8. - Wages of this award.

### 5. - TERM

The term of this award shall be for a period of one year as from the 14th day of November 1984.

### 6. - NO REDUCTION

This award shall not in itself operate to reduce the wages of any employee who is at present receiving above the minimum rate prescribed for his class of work.

### 7. - MIXED FUNCTIONS

Any employee carrying out work classified at a higher minimum than his/her usual rate shall be paid, whilst engaged on such work, at the rate prescribed therefor.

Provided that where no record of such work is kept, the employee shall be paid at the higher rate for the whole of the day on which the work was performed.

Provided that this clause shall not apply where an employee is performing work for the sole purpose of training in accordance with the enterprise training programme defined in Clause 52. - Training of this award.

### 8. - WAGES

#### (1) Classifications

- (a) (i) Upon engagement all employees shall be classified in the group in which they are engaged to work.
- (ii) An employee will only be classified into a higher group where that employee had been trained and has met the assessment and competence criteria established for the higher

group and a vacancy exists. Such reclassifications will only be made where the employee is trained and capable of performing the relevant duties of the higher group to the required standard. The grouping of employees is provisional on the employee remaining willing and able to perform the duties required in the group in which they are classified.

- (iii) (aa) The assessment of employees will be carried out by an employee nominated by the works manager who will normally be a supervisor but may be an employee suitably qualified in that trade or calling.
- (bb) At the employee's request re-examination will be carried out by a panel consisting of the supervisor, the employee's representative and a suitably qualified employee of the employee's choice with knowledge of the area of work and the works manager or the works manager's delegate.
- (cc) Should the re-examiners reach a tied decision, then this matter may be referred to a Board of Reference for determination.
- (iv) The parties to this award reserve leave to apply to amend this classification structure.
- (v) An employee reclassified to a higher group, will have his/her performance subject to review, and the employer may, should the employee's performance be unsatisfactory, revert the employee's classification to the previous level.
- (vi) At the employee's request, any demotion pursuant to paracetum (v), will be re-examined by a panel consisting of the Supervisor, the employee's representative, a suitably qualified employee of the employee's choice with knowledge of the area of work and the Manager or the Manager's delegate.
- (vii) Provided that no employee is to be prejudiced by acting or failing to act in a manner provided for in this paragraph (a).

(b) Employees will be classified into groups as follows:

(i) Furniture Making Employee Group 1

(Relativity to Group 5 - 78%)

Furniture Making Group 1 employee shall mean an employee classified as such who is engaged on work in connection with or incidental to the production, maintenance and distribution operations of the employer. The Furniture Making Group 1 employee may be required by the employer to perform any, but not necessarily, all of the duties listed hereunder and for training purposes, the duties of higher classifications of employees:

Cleaning

Factory Hand

Glass                                    - Breakout (Automatic Cutting Table)  
   - Vinyl Back Operating

Material Handling                    - Bagging  
   - Drilling  
   - Grinding  
   - Loading/Unloading

(ii) Furniture Making Employee Group 2

(Relativity to Group 5 - 82%)

Furniture Making Group 2 employee shall mean an employee classified as such who is engaged on work in connection with or incidental to the production, maintenance and distribution operations of the employer. The Furniture Making Group 2 employee may be required by the employer to perform any, but not necessarily, all of the duties listed hereunder.

In addition, the Furniture Making Group 2 employee will perform those duties of a lower classification related to the duties listed hereunder, and for training purposes, the duties of higher classifications of employees:

Bedding making	-	Border Wiring
	-	Edge Banding
	-	Fibre Padding
	-	Filling
	-	Foam Box Assembling
	-	Stapling
	-	Tufting
Glass	-	Shower Screen Assembling
Metal	-	Bed Ends Assembling
	-	Furnace Operating
	-	Spring Base Assembling
	-	Resistance Welding
Sub Assembling		
Timber	-	Edging/Trimming
	-	Veneer Gluing and Laying
	-	Sanding
	-	Spraying
	-	Staining
	-	Varnishing
	-	Veneering

(iii) Furniture Making Employee Group 3

(Relativity to Group 5 - 87.4%)

Furniture Making Group 3 employee shall mean an employee classified as such who is engaged on work in connection with or incidental to the production, maintenance and distribution operations of the employer. The Furniture Making Group 3 employee may be required by the employer to perform any, but not necessarily, all of the duties of the positions listed hereunder.

In addition, the Furniture Making Group 3 employee will perform those duties of a lower classification related to the duties listed hereunder, and for training purposes, the duties of higher classifications of employees:

Bedding Making	-	Bagging
	-	Base Upholstering
	-	Mattress
	-	Spring Coiling
	-	Spring Unit
Blinds & Awnings	-	Assembling
	-	Cutting
Fabric Cutting	-	Pre-planned

Glass	-	Automatic Cutting
	-	Automatic Edge Grinding/Polishing
	-	Automatic Levelling/Polishing
	-	Cutting maximum 6mm
	-	Pockering

Machine Operating/Adjustments

Metal Welding

Metal/Timber (Assembling)

-	Cabinet
-	Chair
-	Hospital Bed/Trolley
-	Hospital Equipment
-	Sofa
-	Table

Frame Making

Packing

Picture Frame Making

Powder Coating

Sewing Machining

Spray Painting

Timber

-	Woodmachining (Other)
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Upholstering (Pre-Planned)

Wickerwork

-	Ironwork
-	Other

(iv) Furniture Making Employee Group 4

(Relativity to Group 5 - 92.4%)

Furniture Making Group 4 employee shall mean an employee classified as such who is engaged on work in connection with or incidental to the production, maintenance and distribution operations of the employer. The Furniture Making Group 4 employee may be required by the employer to perform any, but not necessarily, all of the duties of the positions listed hereunder.

In addition, the Furniture Making Group 4 employee will perform those duties of a lower classification related to the duties listed hereunder, and for training purposes, the duties of higher classifications of employees:

Bedding Making	-	Garnetting
	-	Hand Cutting
	-	Micro Quilting
	-	Panel Cutting
	-	Tape Edging
	-	Spuhl Automatic Spring Maker (other)
Blinds and Awnings	-	Finishing

- Installing
- Making

Mechanical Handling (Ride-on)

Receiving/Storing/Issuing

- Despatching
- Documenting
- Purchasing
- Stock Controlling

(v) Furniture Making Employee Group 5

(Classification in this Group shall be dependent upon an employee holding the appropriate trade qualifications or an employee qualified and/or engaged to perform any of the duties of a Furniture Making Group 5 employee.)

Furniture Making Group 5 employee shall mean an employee classified as such who is engaged on work in connection with or incidental to the production, and distribution operations of the employer. The Furniture Making Group 5 employee may be required by the Employer to perform any, but not necessarily, all of the duties of the positions listed hereunder.

In addition, the Furniture Making Group 5 employee will perform those duties of a lower classification related to the duties listed hereunder, and for training purposes, the duties of higher classifications of employees:

- Bedding Making
- Pocket Spring
  - Spuhl Automatic Spring Maker (defined)

Floor Covering

- Furniture Designing and/or Drafting
- Computer Aided Drafting
  - Computer Aided Manufacturing
  - Costing

- Glass
- Bevelling
  - Designing and/or Drawing
  - Leadlight Glazing
  - Sandblasting
  - Silvering

- Metal
- Jigmaking (Metal Furniture)
  - Metal Furniture Making

- Timber
- Cabinetmaking
  - Chairmaking and/or Repairing
  - French Polishing (Furniture Finishing)
  - Wicker Furniture Making
  - Wood Carving
  - Wood Machining
  - Wood Turning

Upholstering

(vi) Furniture Making Employee Group 6

(Relativity to Group 5 - 105%) (Classification in this group shall be dependent upon an employee holding the appropriate trade qualifications and successfully completing one half of the requirements of the recognised Advanced Certificate in Furniture Studies at a College of TAFE.)

Furniture Making Group 6 employee shall mean an employee classified as such who is engaged on work in connection with or incidental to the production, and distribution operations of the employer. The Furniture Making Group 6 employee may be required by the employer to perform any, but not necessarily, all of the duties of the positions listed hereunder.

In addition, the Furniture Making Group 6 employee will perform those duties of a lower classification related to the duties listed hereunder, and for training purposes, the duties of higher classifications of employees:

Advanced Furniture Designing and/ or Drafting - Computer Aided Manufacturing  
- Computer Aided Drafting  
- Costing

Advanced Machine Programming

Advanced Metal - Jigmaking (Metal Furniture)  
- Metal Furniture Making

Advanced Timber - Cabinetmaking  
- Chairmaking and/or Repairing  
- French Polishing (Furniture Finishing)  
- Wicker Furniture Making  
- Wood Machining  
- Wood Turning

Advanced Upholstery

Toolmaking (Metal Furniture)

(vii) Furniture Making Employee Group 7

(Relativity to Group 5 - 110%) (Classification in this category shall be dependent upon successfully completing the requirements of the recognised Certificate in Furniture Studies at a College of TAFE.)

Furniture Making Group 7 employee shall mean an employee classified as such who is engaged on work in connection with or incidental to the production, and distribution operations of the employer. The Furniture Making Group 7 employee may be required by the employer to perform any, but not necessarily, all of the duties of the positions listed hereunder.

In addition, the Furniture Making Group 7 employee will perform those duties of a lower classification related to the duties listed hereunder: and for training purposes, the duties of higher classifications of employees:

Advanced Furniture Designing and/or Drafting - Computer Aided Manufacturing  
- Computer Aided Drafting  
- Costing

Advanced Machine Programming Advanced Metal - Jigmaking (Metal Furniture)  
- Metal Furniture Making

Advanced Timber

- Cabinetmaking
- Chairmaking and/or Repairing
- French Polishing (Furniture Finishing)
- Wicker Furniture Making
- Wood Machining
- Wood Turning

Advanced Toolmaking

(Metal Furniture)

Advanced Upholstery

(2) Wages

The minimum rate of wage for employees covered by this award shall be:

	Total Minimum Rate\$
(a) Furniture Making Employee - Group 1	819.90
Furniture Making Employee - Group 2	838.80
Furniture Making Employee - Group 3	864.20
Furniture Making Employee - Group 4	887.90
Furniture Making Employee - Group 5	928.70
Furniture Making Employee - Group 6	954.00
Furniture Making Employee - Group 7	979.10

- (b) 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.

(3) Tool Allowance

Where the employer does not provide a cabinetmaker with the tools ordinarily required by a cabinetmaker in the performance of his or her work of cabinetmaking, the employer shall pay a tool allowance of \$12.30 per week.

The tool allowance for cabinetmaking apprentices shall be subject to the provisions hereof and, where applicable, paid at the rate prescribed by subclause (3) of Clause 34. - Apprentices.

(4) Apprentices

- (a) The minimum rate of pay per week for an apprentice shall be the percentage shown in paragraph (b) herein of the total rate of pay for a Furniture Making Employee Group 5. (Rates for adult apprentices cannot be less than the rates set out in subclause (6) Minimum Adult Award Wage paragraph (9) of this Clause).

- (b) Percentages:

(i) Four Year Term -	%
First year	42
Second year	55
Third year	75
Fourth year	88



(ii)	Three and a Half Year Term -	
	First six months	42
	Next year	55
	Next following year	75
	Final year	88
(iii)	Three Year Term -	
	Apprentices who have completed	
	12 months full time training -	
	First year	55
	Second year	75
	Third year	88
(iv)	Three Year Term -	
	First year	42
	Second year	55
	Third year	88

(5) Junior Employees

- (a) The minimum rate of pay per week for a junior employee shall be the percentages shown in paragraph (b) herein, of the total rate of pay for a Furniture Making Employee Group 2, but in any event shall not be less than that provided in the Minimum Conditions of Employment Act.

(b)	Percentages	%
	Under 16 years	38
	Between 16 and 17 years	46
	Between 17 and 18 years	53
	Between 18 and 19 years	73
	Between 19 and 20 years	80
	Between 20 and 21 years	85

Liberty to amend this clause is reserved.

(6) Minimum Adult Award Wage

- (a) No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.
- (b) The minimum adult award wage for full-time employees aged 21 or more working under an award that provides for a 38 hour week is \$819.90 per week.

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

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

- (c) The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case decisions.
- (d) 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.
- (e) 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*.

- (f) 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*.
- (g) 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.
- (h) Subject to this clause the minimum adult award wage shall –
  - (i) Apply to all work in ordinary hours.
  - (ii) 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.

(i) Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2022 State Wage order decision. Any increase arising from the insertion of the minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

(j) Adult Apprentices

- (i) Notwithstanding the provisions of this clause, the minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for a 38 hour week is \$696.50 per week.
- (ii) The minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for other than a 38 hour week is calculated as follows: divide \$696.50 by 38 and multiply by the number of ordinary hours prescribed for a full-time apprentice under the award.
- (iii) The minimum adult apprentice wage is payable on and from the commencement of the first pay period on or after 1 July 2022.
- (iv) 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.
- (v) 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.
- (vi) 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.

- (1) (a) Wages shall be paid on or before Thursday of each week and shall be available to employees within 10 minutes of the usual time for finishing work.
- (b) Wages shall be paid in cash, provided that an employee may agree to have his or her wages paid by cheque or by electronic funds transfer.
- (2) When the engagement of an employee is terminated by the employer or where the employee lawfully leaves his employment and except for misconduct he shall be paid all wages and holiday pay due to him within two hours of the expiration of the engagement.

#### 10. - LEADING HANDS

An employee placed in charge of:

- (1) Not less than three and not more than ten other employees shall be paid \$22.80 per week extra.
- (2) More than ten and not more than twenty other employees shall be paid \$28.00 per week extra.
- (3) More than 20 other employees shall be paid \$37.10 per week extra.

#### 11. - SETTER OUT

A cabinetmaker other than a Leading Hand who sets out from plans prepared for that purpose, detailed work for other cabinetmakers shall be paid an extra **\$3.50** per day.

#### 12. - CASUAL EMPLOYEES

- (1) A casual employee is one engaged and paid as such. A casual employee shall be paid 20% in addition to the rate of wage prescribed in this award.
- (2) A casual employee may be employed for a period up to but not exceeding three months from the date of employment.
- (3) A casual employee's contract may be terminated with one hour's notice on either side or by the payment or the forfeiture of one hour's pay as the case may be where such notice is not given.

#### 13. - HOURS

- (1) Subject as hereinafter provided, the ordinary hours of work shall not exceed thirty-eight (38) in any one week and shall not exceed seven hours and thirty-six minutes daily, to be worked, except for shift employees, between the hours of 6.00 a.m. and 6.00 p.m., from Monday to Friday inclusive.

The ordinary starting and finishing time shall not be altered except by agreement between the employer and the Union, or in default thereof, by a Board of Reference.

- (2) Notwithstanding the provisions of paragraph (1) hereof, an employer by agreement with the union or in default thereof, as determined by a Board of Reference, may work his factory, workroom or job site in accordance with the following provisions:-

Nine eight-hour days and one four-hour day, Mondays to Fridays inclusive in any one fortnight.

- (3) There shall be a cessation of work and of working time for the purpose of a meal on each day of not less than 30 minutes nor more than 60 minutes to be taken at a time which as near as practicable equally divides the working day or shift, provided that more than five hours work shall be worked in any day before an employee is entitled to a meal break.

- (4) When the engagement of an employee is terminated by an employer observing the provisions of paragraphs (2) and (5) hereof, or where the employee lawfully leaves his employment, all time accrued in excess of seven hours and thirty-six minutes worked daily, shall be paid to such an employee at the ordinary rate of pay.
- (5) Notwithstanding the provisions of this Clause, any other working arrangement to facilitate the 38 hour working week may be implemented by agreement between the majority of employees and an employer.

#### 14. - OVERTIME

- (1) Notwithstanding anything contained herein -
  - (a) An employer may require any employee to work reasonable overtime and such employee shall work overtime in accordance with such requirements.
  - (b) An organisation, party to this award, and/or an employee or employees covered by this award, shall not 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.
- (2) In no case shall junior employees be employed on overtime, unless the proportion of adult employees to juniors as provided in this award is maintained whilst such overtime is worked.
- (3) All time worked beyond the ordinary working hours on any day, Monday to Friday inclusive, shall be paid for at the rate of time and one-half for the first two hours and double time thereafter.
- (4) Work performed on Saturdays prior to 12 noon shall be paid for at the rate of time and one-half for the first four hours and double time thereafter. All work performed on Saturdays after 12 noon or on Sundays shall be paid for at double time rates.
- (5) All work performed on a holiday as prescribed in Clause 17. - Holidays shall be paid for at the rate of double time and one half.
- (6) An employee's meal time may be postponed for not more than one hour, or such longer period, not exceeding two hours, as is agreed between the employer and the employee. If the employee's meal time is postponed beyond this, the employee shall be paid at overtime rates until he or she receives a meal break.
- (7)
  - (a) When overtime is necessary it shall wherever reasonably practicable, be so arranged that workers have at least 10 consecutive hours off duty between the work of successive days. By agreement between the employer and an employee a lesser period of consecutive hours off duty may be taken but shall not in any circumstances be less than 8 hours.
  - (b) A worker (other than a casual worker) who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not at least 10 consecutive hours off duty between those times shall, subject to this paragraph, be released after completion of such overtime until he has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
  - (c) If, on the instructions of his employer, such a worker resumes or continues work without having had such 10 consecutive hours off duty, he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
  - (d) Where a worker (other than a casual worker or a worker engaged on continuous shift work) is called into work on a Sunday or public holiday preceding an ordinary working day, he shall, wherever reasonably practicable, be given 10 consecutive hours off duty before his usual starting time on the next day. If this is not practicable, then the provisions of sub-paragraphs (b) and (c) of this paragraph shall apply mutatis mutandis.

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

- (e) The provisions of this subclause shall apply in the case of shift workers who rotate from one shift to another, as if eight hours were substituted for 10 hours when overtime is worked -
  - (i) for the purpose of changing shift rosters; or
  - (ii) where a shift worker does not report for duty; or
  - (iii) where a shift is worked by arrangement between the workers themselves.

#### 15. - MEAL MONEY

- (1) An employee required to work overtime for more than two hours Monday to Friday inclusive, shall be supplied with a meal by the employer or paid **\$9.30** for a meal.
- (2) If the amount of overtime required to be worked necessitates a second or subsequent meal, the employer shall provide such meal(s) or pay an amount of **\$6.30** for each second or subsequent meal.
- (3) If an employee in consequence of receiving such notice of overtime, has provided themselves with a meal or meals and is not required to work overtime or is required to work less overtime than notified they shall be paid the amounts prescribed in subclauses (1) and (2) above in respect of the meals not then required.
- (4) The provisions of this clause shall not apply to weekend work, unless the hours worked exceed the normal working day.
- (5) The provisions of subclauses (1) and (2) hereof shall not apply to an employee who is advised of the requirement to work overtime on the preceding day or earlier.

#### 16. - SHIFTS

- (1) An employer may work any job on shifts but before doing so shall give notice of his intention to the union and of the intended starting and finishing times or ordinary working hours of the respective shifts.
- (2)
  - (a) Where work on any job is carried out on shifts and less than five consecutive shifts (other than day shift) are worked on that job then the employees employed on such shifts shall be paid at the rate of time and a half for the first two hours and double time thereafter for the time so worked on each such shift other than day shift.
  - (b) The sequence of work shall not be deemed to be broken under paragraph (a) of this subclause by reason of the fact that work on the job is not carried out on a Saturday or Sunday or on any holiday prescribed in Clause 17. - Holidays and Clause 18. - Annual Leave of this award.
- (3) The loading for shift work on the ordinary rates of pay which shall include all allowances prescribed in Clause 8. - Wages, of this award shall be fifteen per cent for any shift other than day shift.
- (4) Liberty is hereby reserved to the applicant to apply to amend this clause in the event of shift work being introduced on any job after the date of this award but only if conditions out of the ordinary are being experienced on that job.

#### 17. - HOLIDAYS

- (1) (a) The following days or the days observed in lieu shall, subject to this clause and to subclause (5) of Clause 14. - Overtime of this award, be allowed as holidays without deduction of pay:
- 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 in substitution of any of the abovenamed days, by agreement between the parties.
- Provided further that, an employer shall not be required to pay an employee for such holiday, where that holiday has immediately been followed, or preceded by at least one day's unpaid absence, of that employee without such proof of incapacity as described by subclause (4) of clause 35. - Sick Leave of this award.
- (b) When any of the days mentioned in paragraph (a) hereof falls on a Saturday or a Sunday, the holiday shall be observed on the next succeeding Monday, and when Boxing Day falls on a Sunday or a Monday, the holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.
- (2) On any public holiday not prescribed as a holiday under this award, the employer's establishment or place of business may be closed, in which case an employee need not present himself for duty and payment may be deducted, but if work be done ordinary rates of pay shall apply.

#### 18. - ANNUAL LEAVE

- (1) (a) Except as hereinafter provided, a period of four consecutive week's leave with payment as prescribed in paragraph (b) hereof shall be allowed annually to an employee by this employer after a period of twelve months' continuous service with such an employer.
- (b) (i) An employee before going on leave shall be paid the wages he would have received in respect of the ordinary time he would have worked had he not been on leave during the relevant period.
- (ii) Subject to paragraph (c) hereof an employee shall, where applicable, have the amount of wages to be received for annual leave calculated by including the following where applicable:
- (aa) the rate applicable to the employee as prescribed in Clause 8. - Wages of the award, and
- (bb) subject to paragraph (c)(ii) the rate prescribed for work in ordinary time by Clause 13. - Hours and Clause 16. - Shifts of the award according to the employee's roster or projected roster.
- (cc) the rate applicable pursuant to Clause 7. - Mixed Functions calculated on a daily basis, which the employee would have received for ordinary time during the relevant period whether on a shift roster or otherwise.
- (dd) any other rate to which the employee is entitled in accordance with his contract of employment for ordinary hours of work; provided that this provision shall not operate so as to include any payment which is of a similar nature to or is paid for the same reasons as or is paid in lieu of those payments prescribed in Clause 19. - Away from Home and Travelling Time nor any payment which might have become payable to the employee as reimbursement for expenses incurred.
- (c) During a period of annual leave an employee shall receive a loading calculated on the rate of wage prescribed by paragraph (b)(ii)(aa) hereof. The loading shall be as follows:-

- (i) Day Employees - An employee who would have worked on day work had he not been on leave - a loading of 17 1/2 per cent.
- (ii) Shift Employees - An employee who would have worked on shift work had he not been on leave - a loading of 17 1/2 per cent.

Provided that where the employee would have received shift loadings prescribed by Clause 16. - Shifts had he not been on leave during the relevant period and such loadings would have entitled him to a greater amount than the loading of 17 1/2 per cent then the shift loadings shall be added to the rate of wage prescribed by paragraph (b)(ii)(aa) hereof in lieu of the 17 1/2 per cent loading.

The loading prescribed by this subclause shall not apply to proportionate leave on termination.

- (2) Each employee shall where practicable be given three months' notice of the commencing date of annual leave and such leave shall where practicable, having regard to the exigencies of the employer's business, be arranged to suit the convenience of the employee.
- (3) If any award holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid: Provided that at the option of the employer any of the award holidays so falling within the period of annual leave shall be given in one of the following ways -
  - (a) Added to the Easter holidays, in which case the employer may, at his option, add one further day in lieu of Australia Day (26th January). Where it is the intention of the employer to adopt this method he shall notify the employee of such intention.
  - (b) By agreement between the employer and the employee, but not otherwise, another day shall be given in lieu of each of such award holidays.
- (4) If after one month's continuous service in any qualifying twelve monthly period an employee leaves his employment or his employment is terminated by the employer through no fault of the employee, the employee shall be paid 2.923 hours' at the rate of wage prescribed by Clause 8. - Wages, in respect of each completed week of service.
- (5) Any time in respect of which an employee is absent from work except time for which he is entitled to claim sick pay or time spent on holidays or annual leave as prescribed by this award shall not count for the purpose of determining his right to annual leave.
- (6) In the event of an employee being employed by an employer for portion only of a year, he shall only be entitled subject to subclause (4) of this clause, to such annual leave on full pay as is proportionate to his length of service during that period with such employer, and if such leave is not equal to the leave given to the other employees of such employer, he shall not be entitled to work or pay whilst the other employees of such employer are on leave on full pay.
- (7) (a) An employee whose employment terminates after he has completed a twelve monthly qualifying period and who has not been allowed the leave prescribed under this clause in respect of that qualifying period shall be given payment in lieu of that leave or, in a case to which subclauses (7)(b) or (8) of this clause applies, in lieu of so much of that leave as has not been allowed unless-
  - (i) he has been justifiably dismissed for misconduct; and
  - (ii) the misconduct for which he has been dismissed occurred prior to the completion of that qualifying period.

- (8) Notwithstanding anything else herein contained an employer who observes a Christmas closedown for the purpose of granting leave may require an employee to take his annual leave in not more than two periods.
- (9) Provided that an employee may, at his or her own election and with the consent of the employer, take short-term annual leave, not exceeding four days in any calendar year, at a time or times separate to those determined elsewhere by this clause.

19. - AWAY FROM HOME AND TRAVELLING TIME

- (1) Where an employee is sent by his employer to a job at such distance that he cannot return to his home each night -
  - (a) Suitable board and lodging shall be found at the employer's expense.
  - (b) All fares in connection with such travelling shall be paid together with a reasonable allowance for each ordinary meal actually and reasonably incurred.
  - (c) When any employee is required to travel at night, sleeping berth accommodation shall be provided by the employer.
- (2) An employee who on any day or from day to day is required to work at a job away from his accustomed workshop shall at the direction of his employer present himself for work at such job at the usual starting time, but for all time reasonably spent in reaching and returning from such job (in excess of the time normally spent in travelling from his home to such workshop and returning) he shall be paid travelling time, and also fares in kilometrage (in accordance with the provisions of paragraph (4) of this clause) incurred in excess of those normally incurred in travelling between his home and such workshop. The employer shall reimburse any employee for costs incurred for parking on any job away from the employee's accustomed work place provided that wherever reasonable or practicable receipts are kept indicating any expenses incurred. Further, the employee shall ensure that parking is in accordance with the relevant Council by-laws and that reasonable efforts are made to find parking at minimal costs.
- (3) Travelling time outside the 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 of the journey, provided that, when travelling is by boat, not more than eight hours shall be paid for in any twenty four hour period.

19A. - CAR ALLOWANCE

- (1) Where an employee is required and authorised to use their own motor vehicle in the course of the employee's duties the employee shall be paid an allowance not less than that provided for in the table set out hereunder. Notwithstanding anything contained in this subclause the employer and the employee may make any other arrangement as to car allowance no less favourable to the employee.
- (2) Where an employee in the course of a journey travels through two or more of the separate areas, payment at the rates prescribed herein shall be made at the appropriate rate applicable to each of the separate areas traversed.
- (3) A year for the purpose of this clause shall commence on the 1st day of July and end on the 30th day of June next following.

**Rates of Hire for Use of Employee's Own Vehicle on Employer's Business (c/km)**

<b>Area and Details</b>	<b>Over 2600 cc</b>	<b>Over 1600 cc – 3600 cc</b>	<b>1600 cc &amp; Under</b>
Metropolitan Area	65.5	58.7	50.9
South West Land Division	67.1	60.2	51.9



North of 23.5 South Latitude	73.6	66.2	57.7
Rest of the State	69.2	62.2	54.0
Motor Cycle (in all areas)	22.6 per kilometre		

- (4) "Metropolitan Area" means that area within a radius of fifty kilometres from the Perth Railway Station.
- "South West Land Division" means the South West Land Division as defined by Section 28 of the Land Act 1933-1971 excluding the area contained within the Metropolitan Area.

#### 20. - CONTRACT OF SERVICE

- (1) Except as provided in Clause 12. - Casual Employees of this award, employment shall be by the week. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the week.
- (2) In order to terminate the employment of an employee, the employer shall give to the employee one week's notice of the intention to terminate.
- Provided that employees over 45 years of age at the time of the giving of notice with not less than two years' continuous service, shall be entitled to an additional week's notice.
- (3) The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice required on the age of the employee concerned.
- (4) Payment in lieu of the notice prescribed in subclauses (2) and (3) hereof shall be made where the appropriate notice is not given.
- Provided that the contract of employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (5) Notwithstanding the provisions of subclause (2) hereof, the employer shall have the right to dismiss an employee without notice for misconduct justifying instant dismissal, and in such case wages may be paid up to the time of dismissal only.

#### 20A. - REDUNDANCY

- (1) Discussions Before Terminations
- (a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the employer shall hold discussions with the employees directly affected and with the union.
- (b) The discussions shall take place as soon as is practicable after the employer has made a definite decision that would invoke the provisions of paragraph (1)(a) hereof and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse affect of any terminations on the employees concerned.
- (c) For the purpose of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and the union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.
- (2) Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in paragraph (1)(a) hereof the employee shall be entitled to the same period of notice of transfer as he or she would have been entitled to if his or her employment had been terminated, and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

(3) Severance Pay

(a) In addition to the period of notice prescribed for ordinary termination in Clause 20. - Contract of Service subclause (2), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in paragraph (1)(a) hereof shall be entitled to the following amount of severance pay in respect of a continuous period of service.

PERIOD OF CONTINUOUS SERVICE	SEVERANCE PAY
1 year or less	Nil
1 year and up to the completion of 2 years	4 weeks
2 years and up to the completion of 3 years	6 weeks
3 years and up to the completion of 4 years	7 weeks
4 years and over	8 weeks

"Week's Pay" means the ordinary time rate of pay for the employee concerned. Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

(4) Employee Leaving During Notice

An employee whose employment is terminated for reasons set out in subclause (1)(a) hereof, may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he or she remained with the employer until the expiry of such notice.

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

(5) Alternative Employment

An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

(6) Time Off During Notice Period

(a) During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

(b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

(7) Notice to Commonwealth Employment Service

Where a decision has been made to terminate employees in the circumstances outlined in paragraph (1)(a) hereof, the employer shall notify the Commonwealth Employment Service thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(8) Superannuation Benefit

Subject to an order of the Commission, where an employee who is terminated receives a benefit from a superannuation scheme, he or she shall only receive under subclause (3) hereof the difference between the severance pay specified in that subclause and the amount of the superannuation benefit he or she receives, that is attributable to employer contributions only.

If the superannuation benefit is equal to, or greater than the amount due under subclause (3) hereof then he or she shall receive no payment under that subclause.

"Superannuation Scheme" in this subclause, shall mean a scheme other than one implemented solely for purposes of compliance with Clause 49. - Superannuation of this award, or an Order of the Western Australian Industrial Relations Commission.

(9) Transmission of Business

(a) Where, before or after the date of this award, a business is transmitted from an employer (in this subclause called "the transmitter") to another employer (in this subclause called "the transferee"), an employee who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transferee:

(i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and

(ii) the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transferee.

(b) In this subclause "business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

(10) Employees With Less Than One Year's Service

This clause shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

(11) Employees Exempted

This clause shall not apply where employment is terminated as a consequence of misconduct justifying instant dismissal, or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specified task or tasks.

(12) Employers Exempted

Subject to an order of the Commission, in a particular redundancy case, this clause shall not apply to employers who employ less than 15 employees.

(13) Incapacity to Pay

An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied on the basis of the employer's incapacity to pay.

21. - GRINDING TIME

The employer shall provide adequate facilities for the employees to grind tools and employees shall be allowed time to use same whenever reasonably necessary.

#### 22. - UNDER-RATE EMPLOYEES

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

#### 23. - PIECEWORK

An employee employed on piecework shall be paid not less than the minimum rate herein prescribed for an employee employed on the same class of work plus ten per cent. A pieceworker under the provisions of this award shall mean any employee who repairs, manufactures, or finishes articles made from materials supplied by the persons for whom the work is being performed.

#### 24. - INTERVIEWING EMPLOYEES AND INSPECTION OF PREMISES

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) On notifying the employer or his representative the secretary or any duly authorised representative of the union shall be permitted to interview an employee on the business premises of his employer during the recognised meal break or outside ordinary working hours but this permission shall not be exercised without the consent of the employer more than once in any one week.
- (2) In the case of a disagreement existing or anticipated concerning any of the provisions of this award the secretary or any duly authorised representative of the union, on notifying the employer or his representative, shall be permitted to enter the business premises of the employer to view the work the subject of any such disagreement but shall not unduly interfere with work in progress.
- (3) The employer shall provided all necessary facilities to assist the secretary or the duly authorised representative of the union in exercising the permission allowed by this clause.

#### 25. - POSTING OF UNION NOTICES

The accredited union representative shall not be prevented from posting a copy of this award, or any notice of the union not exceeding thirty five centimetres by twenty three centimetres, in a suitable place agreed upon between the employer and the union. Failing agreement in this connection the Board of Reference shall decide where the copy of the award, or the said notices, shall be posted. Any such notice shall be submitted to the employer for approval before being posted.

#### 26. - JUNIOR EMPLOYEES

- (1) Junior employees may be employed on all work for which an apprenticeship is not provided.
- (2) One junior employee shall be allowed to each five adult employees or fraction thereof, provided that at least three adults shall be employed before a junior can be employed. Provided further that in the case

of wire mattress making, bedding, soft furnishing and glass sections, the proportion shall be one to two or fraction thereof.

- (3) Junior employees shall not be employed cutting and/or matching veneers.
- (4) Upholsterers shall not be counted for the purpose of calculating the foregoing proportion which, in upholstering establishments shall be one junior to every five or fraction of five adults, provided that the work of such juniors shall be confined to labouring work only.

#### 27. - JUNIOR EMPLOYEES CERTIFICATE

- (1) When requested junior employees shall furnish the employer with a certificate showing the following particulars -
  - (a) Name in full
  - (b) Age and date of birth
- (2) The certificate shall be signed by the employee.
- (3) No employee shall have any claim upon the employer for additional pay in the event of his age being wrongly stated on this certificate.

If any employee shall wilfully mis-state his age in the above certificate, he alone shall be guilty of a breach of this award.

#### 28. - CLEANING OF HANDS

Polishers and Metal Furniture Makers shall be allowed ten minutes per day for the purpose of cleaning their hands five minutes before the mid-day meal and five minutes before finishing time.

#### 29. - RECORD

- (1) Each employer shall keep a time and wages record wherein shall be entered -
  - (a) the name and address of each employee;
  - (b) The nature of his employment;
  - (c) The time he commences and finishes work each day;
  - (d) The total hours worked each day and each week;
  - (e) The wages (and overtime if any) received therefor;
  - (f) The ages of junior employees.
- (2) Any system of automatic recording by means of machines shall be deemed a compliance with this clause, to the extent of the information recorded.
- (3) Such record shall be entered up each day in legible English characters, and shall be signed weekly only if correct by each employee.
- (4) The record shall be open for inspection by a duly accredited official of the union during the ordinary office hours, at the employer's office or other convenient place and he shall be allowed to take extracts therefrom. Before exercising a power of inspection the representative shall give reasonable notice of not less than 24 hours to the employer.

- (5) Each employer shall keep an accurate record of all contributions made to an approved superannuation fund as provided by Clause 49. - Superannuation.

### 30. - CLOCK

- (1) One reliable clock shall be installed in each factory and the starting and finishing time of employees shall be taken from that clock.
- (2) Where an employer requires, all employees shall clock on and off work.

### 31. - BREAKDOWN

The employer shall be entitled to deduct payment for any day or portion of a day upon which the employee cannot be usefully employed because of any strike by the union, or the unions affiliated with it, or because of any stoppage of work by any cause when the employer cannot reasonably prevent.

### 32. - BOARD OF REFERENCE

The Board of Reference referred to in this award is the Board of Reference established by section 48 of the Industrial Arbitration Act, 1979.

### 33. - DEFINITIONS

- (1) A "Wicker employee" shall mean an employee in cane, pith, seagrass, bamboo, rush or any other material used in the manufacture or repair of wicker furniture, go-carts, baskets, or any article of which wicker forms a part.
- (2) "Cabinetmaking" shall mean the manufacture, assembling, repair or fitting up of new or second-hand furniture, including the woodwork or wood substitutes of the following - pianos, billiard tables (including wooden accessories), musical, wireless and television cabinets, sewing machine stands, refrigerator cabinets, built in furniture, shop, office, church and bar furniture and fittings including wall panels and partitions.
- (3) "Chairmaking" shall mean the manufacture, assembling, repair or fitting up of the woodwork of chairs, settees, lounges or other similar articles of furniture.
- (4) "French Polishing" shall mean the process of polishing articles of wood prepared by cabinetmakers, joiners, chairmakers and veneer makers, by means of -
- (a) shellac, spirits and oil, or other preparations used in place of shellac, spirits and oil, or
  - (b) the application of paint, cellulose, lacquers, enamel or similar preparations by means of spray or brush.
- (5) "Veneering" shall mean the cutting, matching, taping, glueing and laying of veneers. It shall be competent for an employer to use the services of a chairmaker or cabinetmaker or an apprentice in chairmaking or cabinetmaking on this work.
- (6) "Drawer and Designer" shall mean an employee substantially engaged in the preparation in any manner of -
- (a) designs for leadlight and/or zinc light and/or copper light panels, windows or other glass work, or

- (b) design for panels, windows or other glass work (including any of its kindred products) which is to be sandblasted

and who may be called upon to prepare masks and sandblast with any of the foregoing, but shall not apply to any work performed by a signwriter as defined by the Building Trades Award No. 14 of 1978.

- (7) "Glass Bevelling" shall mean and include all processes of glass grinding and/or polishing, including brilliant cutting but shall not include sandblasting.
- (8) "Glass Silvering" shall mean the preparing of glass for silvering, silvering and application of protective coating.
- (9) "Leadlight Glazier" shall mean an employee engaged in the making of lead or zinc or copper light panels and windows and shall include the cutting of all glass or kindred products for such work.
- (10) "Glass Sandblaster" shall mean an employee engaged in the making and/or cutting of masks or stencils for glass (or any of its kindred products) which is to be sandblasted and sandblasts same, but does not include an employee engaged as a "Drawer and Designer" who also performs the work hereinbefore referred to in this paragraph.
- (11) "Upholstering" shall mean and include all processes involving the covering of all types of furniture: New or second hand, with leather, vinyl, fabric or any kindred material. The attaching of conical springs. The application of hessian and similar material on first and second stuff work. The cutting and/or planning and/or matching of materials for final cover work.
- (12) "Floor Covering" shall mean the planning or measuring or cutting or laying of all floor covering materials.
- (13) "Installer" shall mean an employee engaged in the fitting, fixing and installing of blinds of all types including venetian blinds, and awnings,
- (14) "Blind Maker" shall mean an employee engaged in the making of blinds plain and fancy and including the making and finishing of venetian blinds and awnings.
- (15) "Metal Furniture Making" shall mean the using of any type of welding equipment other than welding with the aid of a jig; and/or the setting up of automatic welding machines; and/or the designing of metal furniture; and/or the reading of drawings; and/or the final inspection of completed articles of furniture.
- "Metal (Assembling)" shall mean the using of any type of welding equipment with the aid of a jig; and/or the operation of an automatic welding machine; and/or the assembling of wooden (or wood substitutes) parts of metal furniture by nailing, screwing, glueing, including cramping; and/or the attachment of edging; and/or any other process used in the manufacture of metal furniture (other than bedding) not mentioned in this subclause.
- (16) "Sewing Machinist" shall mean the using of an industrial, commercial or domestic sewing machine for machining of any fabric for any purpose of this award.
- (17) "Packer" shall mean an employee who is engaged in the packing of furniture including pictures, carpets, drapings, plate and sheetglass in factories for transport by road and/or rail and/or ship and/or air.
- (18) "Computer Programmer" shall mean a wood machining employee, employed to develop programmes for use in computerised machines. Such programming shall include basic programming as well as drawing, construction of jigs and tape preparation, but shall not include a person solely employed operating any computerised machine.
- (19) "Employee/Worker" In this award, words importing the masculine gender include the feminine and the words importing the feminine gender include the masculine.

- (20) "Wood Machining" shall mean working with a shaper, router, double-ended tenoner, four sider where the employee also grinds cutters and/or sets up and/or a router and/or a shaper hand who works freehand.
- (21) "Timber (Assembling)" shall mean work down by an employee in fitting together by nailing, screwing, glueing or fixing in any manner jointed, moulded or finished parts of wooden furniture and may include trimming of edges and minor adjustments and includes assembling of chairs by means of machine press or machine cramp only and the attaching of panel backs to such assembled chairs, and shall also include the fixing of hinges of pre-fitted rebated doors.
- (22) "Sub Assembling" shall mean the attachment of finished parts of any description other than those referred to in subclause (21) hereof to otherwise completed furniture, the attachment of such parts requiring the use only of a hammer, screw-driver, pincer, bradawl, pliers, spanner, wire cutter, punch and drill.
- (23) "Frame Making" shall mean the making of frames on which upholsterers cover all the woodwork except the legs and/or feet, of which the woodwork is prepared by machines and including such frames to which the arms and/or legs and/or trays and/or ornaments and/or fittings are to be attached.
- (24) "Upholstering (Pre-Planned)" shall mean the preparing and attaching of springs (other than the conical type), preparing rubber, foam, felt, hessian or similar material and attaching same where such materials and the methods of operation have been previously planned (provided that this shall not apply to the application of hessian and similar materials on first and second stuff work) the insertion of rubber or foam into cushion cover, attaching spring units to frames, the attaching of covers on kitchen dining room and office chairs and the like where such attachment involves a repetitive process. Provided that any dispute that may arise in relation to the foregoing may be referred to a Board of Reference for determination.
- (25) "Spuhl Automatic Spring Maker" means an employee who, in addition to operation of the machine, works with minimal supervision, employs fault finding and rectification skills and works from detailed instructions and procedures.

#### 34. - APPRENTICES

- (1) The maximum number of apprentices allowed to be employed by an employer shall be in the proportion of one apprentice to every two or fraction of two tradespeople employed in that branch. Provided that the fraction shall not be less than one.
- (2) The following percentages of the cabinetmaker's tool allowance shall be payable to chairmaking and wood turning apprentices per week:-

Four-Year Term	%
First year	Nil
Second, Third and Fourth Year	19
Three-Year Term	
First, Second and Third Year	19

- (3) The following percentages of the cabinetmaker's tool allowances shall be payable to cabinetmaking apprentices per week:-

Four-Year Term	%
First year	33.3
Second, Third and Fourth Year	100
Three-Year Term	
First, Second and Third Year	100



(4) Provision of Tools

- (a) An employer may, by agreement with the apprentice's parent or guardian, elect to provide the apprentice with a kit of tools and, subject to establishing the value of the tools at the time of so providing, deduct the tool allowance until the cost of the kit of tools is reimbursed.
- (b) In the event of an apprentice being dismissed or leaving his/her employment before the cost of the tool kit has been reimbursed, the employer shall be entitled to:
  - (i) Deduct from any moneys owing the apprentice, the amount then owing; or
  - (ii) By agreement retain tools at the originally nominated value to the amount still owing.

35. - SICK LEAVE

- (1) (a) An employee who is unable to attend or remain at his place of employment during the ordinary hours of work by reason of personal ill health or injury shall be entitled to payment during such absence in accordance with the following provisions.
  - (b) Entitlement to payment shall accrue at the rate of one sixth of a week for each completed month of service with the employer.
  - (c) If in the first or successive years of service with the employer an employee is absent on the ground of personal ill health or injury for a period longer than his entitlement to paid sick leave, payment may be adjusted at the end of that year of service, or at the time the employee's services terminate, if before the end of that year of service, to the extent that the employee has become entitled to further paid sick leave during that year of service.
- (2) The unused portions of the entitlement to paid sick leave in any one year shall accumulate from year to year and subject to this clause may be claimed by the employee if the absence by reason of personal ill health or injury exceeds the period for which entitlement has accrued during the year at the time of the absence. Provided that an employee shall not be entitled to claim payment for any period exceeding ten weeks in any one year of service.
- (3) (a) To be entitled to payment in accordance with this clause, an employee shall as soon as reasonably practicable advise the employer of his or her inability to attend for work, the nature of their 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.
  - (b) Where practicable, notification of absence is to be given no later than two (2) hours after the normal starting time. In the case of shift workers, where practicable, the notification is to be given prior to the start of normal shift hours.
- (4) The provisions of this clause do not apply to an employee who fails to produce a certificate from a medical practitioner dated at the time of the absence or who fails to supply such other proof of the illness or injury as the employer may reasonably require provided that the employee shall not be required to produce a certificate from a medical practitioner with respect to absences of two days or less unless after two such absences in any year of service the employer requests in writing that the next and subsequent absences in that year if any, shall be accompanied by such certificate.
- (5) (a) Subject to the provisions of this subclause, the provisions of this clause apply to an employee who suffers personal ill health or injury during the time when he is absent on annual leave and an employee may apply for and the employer shall grant paid sick leave in place of paid annual leave.
  - (b) Application for replacement shall be made within seven days of resuming work and then only if the employee was confined to his place of residence or a hospital as a result of his personal ill

health or injury for a period of seven consecutive days or more and he produces a certificate from a registered medical practitioner that he was so confined. Provided that the provisions of this paragraph do not relieve the employee of the obligation to advise the employer in accordance with subclause (3) of this clause if he is unable to attend for work on the working day next following his annual leave.

- (c) Replacement of paid annual leave by paid sick leave shall not exceed the period of paid sick leave to which the employee was entitled at the time he proceeded on annual leave and shall not be made with respect to fractions of a day.
  - (d) Where paid sick leave has been granted by the employer in accordance with paragraphs (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid sick leave is hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to be the employer and the employee or, failing agreement, shall be added to the employee's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions of Clause 18. - 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 18. - Annual Leave shall be deemed to have been paid with respect to the replaced annual leave.
- (6) Where a business has been transmitted from one employer to another and the employee's service has been deemed continuous in accordance with subclause (3) of clause 2 of the Long Service Leave provisions published in volume 59 of the Western Australian Industrial Gazette at pages 1-6, the paid sick leave standing to the credit of the employee at the date of transmission from service with the transmittor shall stand to the credit of the employee at the commencement of service with the transmittor and may be claimed in accordance with the provisions of this clause.
  - (7) The provisions of this clause with respect to payment do not apply to employees who are entitled to payment under the Workers' Compensation and Assistance Act 1981 nor to employees whose injury or illness is the result of the employee's own misconduct.
  - (8) The provisions of this clause do not apply to casual employees.
  - (9) Sick leave accumulated prior to the coming into operation of this award shall be brought forward pursuant to the provisions under which it accrued.

#### 36. - REST PERIOD AND MEAL BREAK

- (1) Subject to the provisions of this paragraph, a rest period of seven minutes from the time of ceasing to the time of resumption of work shall be allowed each morning.
- (2) The rest period shall be granted as time off duty without deduction of pay and shall be arranged at a time and in a manner to suit the convenience of the employer.
- (3) Refreshments may be taken by employees during the rest period but the period of seven minutes shall not be exceeded under any circumstances.
- (4) An employee who has worked continuously (except for meal or crib times allowed by this award) for twenty hours shall not be required to continue at or recommence work for at least twelve hours.
- (5) Should the overtime continue beyond three hours a paid meal break of twenty minutes at the ordinary rate of pay shall be allowed immediately on completion of the three hour period.
- (6) When overtime is worked on a Saturday or Sunday or public holiday for a half day, full day or more, tea breaks and meal breaks shall be allowed in accordance with award provisions for a normal working day.

#### 37. - LONG SERVICE LEAVE

The Long Service Leave provisions published in Volume 59 of the Western Australian Industrial Gazette, 1979, pages 1 to 6 both inclusive, are hereby incorporated in and shall be deemed to be part of this award.

#### 38. - PART-TIME EMPLOYEES

- (1) "Part-time Employee" means an employee employed for less than 38 hours each week.
- (2) When an employee is employed under the provisions of this clause, he shall receive payment for wages, for annual leave, for holidays and for sick leave on a pro rata basis in the same proportion as the number of hours regularly worked each week bears to thirty-eight hours.
- (3) An employee working irregular hours shall receive payment subject to the provisions of subclause (2) of this clause calculated on the average hours worked weekly during the qualifying period.

#### 39. - PROTECTIVE CLOTHING

Where wet processes are employed protective aprons and footwear shall if necessary be provided by the employer. Any dispute on this provision shall be referred to the Board of Reference.

The provisions of this clause shall apply only to employees employed in Section II Glass of Clause 8. - Wages.

#### 40. - DIRT OR DUST MONEY

- (1) All mattresses to be reconditioned shall be fumigated before reconditioning is commenced.
- (2) Where adequate dust extraction systems are not in use employees engaged in garnetting or fibre teasing or needling or filling soft filled mattresses, pillows, etc., shall be paid at the rate of **\$1.15** per day in addition to the prescribed rate.
- (3) An employee working on second-hand floor coverings and/or soft furnishings shall for the time so engaged, be paid twenty-five per cent in addition to the ordinary rates prescribed elsewhere in this award.
- (4) All work on floor coverings once they have been laid, shall be classed as second-hand unless such floor coverings have been thoroughly cleansed by a shampooing process involving lifting. Provided that however, the second-hand rate shall at all times apply to sewers of second-hand floor coverings.
- (5) This provision shall not apply to alteration on new work.

#### 41. - COMPASSIONATE LEAVE

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

Provided that payment in respect of compassionate leave is to be made only where the employee otherwise would have been on duty and shall not be granted in any case where the employee concerned would have been off duty in accordance with this roster, or on long service leave, annual leave, sick leave, workers' compensation, leave without pay or on a public holiday.

For the purpose of this clause, the words "wife" and "husband" shall include a person who lives with the employee as a defacto wife or husband.

#### 42. - SPECIAL RATES AND CONDITIONS

- (1) (a) Employees, other than apprentices, required to perform the duties of a cabinetmaker, a french polisher or a floor coverer on "construction work" away from the employer's business premises shall be paid **\$10.10** per day extra whilst so employed.
- (b) "Construction Work" shall mean work that the employer and the Union agree is construction work, or in default of agreement, that which is so declared by the Western Australian Industrial Relations Commission.
- (c) Where apprentices in trades mentioned in paragraph (a) of subclause (1) of this clause work in circumstances which would entitle cabinetmakers, french polishers or floor coverers to the rate referred to in paragraph (a) of this subclause, the following extra rate shall be paid to apprentices:-

Four Year Term - (per cent of allowance per day)	%
First Year	40
Second Year	72
Third Year	95
Fourth Year	100
Three Year Term - (per cent of allowance per day)	%
First Year	58
Second Year	95
Third Year	100

- (2) Employees required to perform work in multi-storeyed buildings above the fourth storey during the course of construction shall be paid an additional **\$0.45** per hour whilst so employed. Provided that such extra rate shall not be payable when the exterior walls have been erected and the windows completed and fixed in position, and a lift has been made available to carry the employee to and from the floor upon which the employee is required to work.

For the purposes of this subclause the number of storeys shall be calculated from the street level and includes the ground floor.

- (3) Employees using Ramset guns or other explosive tools shall, while using such tools, be paid an additional **\$0.78** per day.
- (4) An employee required to perform the duties of a computer programmer shall be paid an allowance of **\$11.60** per day.

#### 43. - PROVISION OF APPLIANCES

- (1) The employer shall provide the following tools or articles when they are required on the jobs -
- (a) Employees employed in classification referred to in section I of Clause 8. - wages: - Dogs and cramps of all descriptions, hand and thumb screws, glue-pots and brushes, bits not ordinarily used in a brace, oil-stone, and files required by machinists, and spanners from two centimetres and upwards, sewing machines, grind-stones, and/or emery wheels not less than three centimetres in width, and spraying machines. All appliances shall be maintained in a reasonable working condition.
- (b) Employees employed in classifications referred to in section II of Clause 8. - Wages: - Soldering irons, glass cutters and any machines required for the purpose of carrying out the work covered by this section.

- (c) Employees employed in classifications referred to in sections III and IV of Clause 8. - Wages:
  - The employer shall provide all tools (hand and/or machine) which are required for the purpose of carrying out his work covered by these sections.
- (2) All rags and brushes necessary for the use of polishers shall be supplied by the employer.
- (3) The employer shall provide boiling water for all tea and meal breaks prescribed by this award.

44. - JURY SERVICE

Provided that an employee attempts to gain the maximum amount allowable from the Crown Law Department, an employee required to attend for jury service shall be entitled to have his pay made up by the employer to equal his ordinary pay as for seven hours and thirty-six minutes per day whilst meeting this requirement. The employee shall give his employer proof of such attendance and the amount received in respect of such jury service. The provisions of this clause shall be limited to five days for any one period of service.

45. - FIRST AID EQUIPMENT

- (1) (a) An employer shall endeavour to have at least one employee trained to render first aid in attendance when work is performed at any establishment or location.
- (b) Employers shall provide first aid outfits as deemed appropriate according to the Occupational Safety and Health Act 1984 (as amended) and Occupation Safety and Health Regulations 1996 (as amended).
- (2) An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St John Ambulance or a similar body, shall be paid a weekly allowance of **\$8.60** if they are appointed by the employer to perform first aid duty.

46. - LOCATION ALLOWANCES

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

<u>TOWN</u>	<u>PER WEEK</u>
Agnew	\$23.60
Argyle	\$63.50
Balladonia	\$24.60
Barrow Island	\$41.30
Boulder	\$10.10
Broome	\$38.10
Bullfinch	\$11.00
Carnarvon	\$19.50
Cockatoo Island	\$41.70
Coolgardie	\$10.10
Cue	\$24.30
Dampier	\$33.20
Denham	\$19.50
Derby	\$39.50
Esperance	\$6.80
Eucla	\$26.50
Exmouth	\$34.90
Fitzroy Crossing	\$48.10

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

- (2) Except as provided in subclause (3) of this clause, an employee who has:
- (a) a dependant shall be paid double the allowance prescribed in subclause (1) of this clause;
  - (b) a partial dependant shall be paid the allowance prescribed in subclause (1) of this clause plus the difference between that rate and the amount such partial dependant is receiving by way of a district or location allowance.
- (3) Where an employee:
- (a) is provided with board and lodging by their employer, free of charge; or
  - (b) is provided with an allowance in lieu of board and lodging by virtue of the award or an order or agreement made pursuant to the Act;
- such employee shall be paid  $66 \frac{2}{3}$  per cent of the allowances prescribed in subclause (1) of this clause.
- (4) Subject to subclause (2) of this clause, junior employees, casual employees, part time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive

that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.

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

#### 47. - MATERNITY LEAVE

- (1) Eligibility for Maternity Leave

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

For the purposes of this clause:

- (a) An employee shall include a part-time employee but shall not include an employee engaged upon casual or seasonal work.
  - (b) Maternity leave shall mean unpaid maternity leave.
- (2) Period of Leave and Commencement of leave
    - (a) Subject to subclauses (3) and (6) hereof, the period of maternity leave shall be for an unbroken period of from 12 to 52 weeks and shall include a period of six weeks' compulsory leave to be

taken immediately before the presumed date of confinement and a period of six weeks' compulsory leave to be taken immediately following confinement.

- (b) An employee shall, not less than 10 weeks prior to the presumed date of confinement, give notice in writing to her employer stating the presumed date of confinement.
- (c) An employee shall give not less than four weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave, stating the period of leave to be taken.
- (d) An employee shall not be in breach of this order as a consequence of failure to give the stipulated period of notice in accordance with paragraph (c) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

(3) Transfer to a Safe Job

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

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

(4) Variation of Period of Maternity Leave

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

(5) Cancellation of Maternity Leave

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

(6) Special Maternity Leave and Sick Leave

- (a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then -
  - (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, or
  - (ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.
- (b) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to



be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed 52 weeks.

- (c) For the purposes of subclauses (7), (8) and (9) hereof, maternity leave shall include special maternity leave.
- (d) An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (3), to the position she held immediately before such transfer.

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

(7) Maternity Leave and Other Leave Entitlements

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

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

(8) Effect of Maternity Leave on Employment

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

(9) Termination of Employment

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

(10) Return to Work After Maternity Leave

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

48. - GRIEVANCE/DISPUTE SETTLING PROCEDURE

The parties agree that management, shop stewards and union officials will exhaust the negotiating process before time is lost by employees.

- (i) Where any dispute or grievance arises the problem should first be discussed between the employee and his or her supervisor and if requested by the employee, a shop steward may be present.
- (ii) If the dispute or grievance is unresolved the employee may then discuss the matter with his or her manager.

- (iii) If the dispute or grievance is unresolved then the employee and his union representative shall confer with the manager.
- (iv) If the dispute or grievance is still unresolved the matter should be referred to the union official for discussion with management.
- (v) Until the dispute or grievance is determined in accordance with the above procedure normal work shall continue, without prejudice.
- (vi) If the matter is still not resolved it shall be referred to the Industrial Relations Commission for decision.
- (vii) Before the taking of any industrial action, the Company will be given 24 hours notice of a dispute to resolve the matter.

This procedure does not prevent the Company from instantly dismissing an employee for proven gross misconduct after notifying the Shop Steward.

#### 49. - SUPERANNUATION

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

##### (1) Application

- (a) Subject to the provisions of subclause (3) - Exemptions hereof, each employer bound by the provisions of this award shall execute an agreement to become a participating employer in the preferred or an approved Occupational Superannuation Scheme.
- (b) For the purpose of this award the preferred Occupational Superannuation Scheme is the Furniture and Allied Industries Superannuation Scheme.
- (c) For the purpose of this award an approved Occupational Superannuation Scheme is one established in accordance with the operational standards for occupational superannuation schemes and has received preliminary listing from the Office of the Occupational Superannuation Commission - Interim Group.
- (d)
  - (i) An employer who participates in an approved Occupational Superannuation Scheme in accordance with this clause who intends to cease that participation and execute an agreement to become a participating employer in an alternative such scheme shall give at least 30 days' notice of that intention to the Union.
  - (ii) Where the Union objects to the proposed new scheme it shall refer the issue to the Western Australian Industrial Relations Commission for determination within the above 30 days' notice period, and the employer shall not implement the proposed change until the issue is determined by the Commission.

##### (2) Contributions

- (a) The Minimum Levels of contributions to be paid by employers, based on three (3) percent of ordinary time earnings, are as follows:
  - (i) For full time employees, except apprentices, a payment of \$52.50 per calendar month for each complete month employed.
  - (ii) For part time and casual employees, a payment of \$36.00 per calendar month for each complete month worked.

- (iii) For junior employees and apprentices, a payment of \$36.00 per calendar month for each complete month worked.
- (b) For the purpose of this clause a part time employee shall mean an employee employed for less than 19 hours per week.
- (c) An employer shall not be required to contribute during any periods of unpaid leave or unauthorised absences of 38 ordinary hours or more. Further, an employer shall not be required to make additional contributions in respect of annual leave paid out on termination.
- (d) Contributions shall be made for each calendar month an employee is a member of the scheme.

Contributions shall include periods during which the employee is in receipt of payments under the Workers' Compensation and Assistance Act, and all periods of paid leave under the terms of this Award.

- (e) No contributions shall be payable for an employee during the first month of their employment with their employer.
- (f) Where an employee does not work a complete month and is therefore not eligible for the set level of contributions the employer shall only be required to contribute a pro rata proportion of the contributions as prescribed by subclause (2)(a) hereof. Such pro rata contributions shall be calculated on the basis of the number of completed weeks of service during that month. For each uncompleted week of service during the month the employer may deduct one quarter of the due contributions.
- (g) The payments prescribed by this subclause shall, subject to the making of an Order of the Commission, be increased on and from the 1st day of June in each year in accordance with the following:

The amount in placitum (a)(i) hereof shall equal the sum of the rates prescribed in subclauses (2), (3) and (4) of Clause 8. - Wages for classification Furniture Making Employee, Groups 3 and 5, multiplied by 0.065.

The amount in placita (a)(ii) and (iii) hereof shall equal the sum of the rates prescribed in subclause (5) of Clause 8. - Wages for classification of apprentices First Year and Fourth Year multiplied by 0.065.

- (h) Contributions in accordance with paragraph (a) hereof shall be calculated by the employer on behalf of each employee from a date one month after the employee commences employment, unless the employee fails to return a completed application to join the Fund and the employer has complied with the following:
  - (i) The employer shall provide the employee with an application to join the Scheme and documentation explaining the Scheme within one week of employment commencing.
  - (ii) If the employee fails to return to the employer a completed application to join the Scheme within two weeks of receipt, the employer shall send to the employee by certified mail, a letter setting out relevant superannuation information, the letter of denial set out in paragraph (vi) hereof and application to join the Scheme.
  - (iii) Where the employee completes and returns the letter of denial, no contributions need be made on that employee's behalf.
  - (iv) Where the employee completes and returns neither the application to join the Scheme nor the letter of denial within one week of postage, the employer shall advise either the union or the Scheme Administrator in writing of the employee's failure to return the completed form.

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

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

- (vi) Letter of Denial: The letter of denial shall be in the following form:

To (employer)

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

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

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Classification: \_\_\_\_\_

Date: \_\_\_\_\_

(3) Exemptions

- (a) Employers of employees who are covered by an approved superannuation award, order or agreement made pursuant to the Industrial Relations Act, 1979 or the Conciliation and Arbitration Act, 1904 (Commonwealth) shall be exempted from the provisions of this clause.
- (b) An employer may make application to the Western Australian Industrial Relations Commission for exemption from the provisions of this clause and until proceedings before the Western Australian Industrial Relations Commission are finalised the provisions of this clause shall be deemed to have been complied with.
- (c) This clause shall not apply to the following employers:
  - (i) Geraldton Building Co.
  - (ii) Deleted
  - (iii) B. & G. Raffaele
  - (iv) J. Gadsen Pty Ltd
  - (v) William Geoffreys Pty Ltd
  - (vi) Jason Industries

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.

#### 50. - NOTIFICATION OF CHANGE

- (1) Employer's Duty to Notify
  - (a) Where an employer has made a definite decision to introduce major changes in production, programme, organisation, structure or technology that are likely to have "significant effects" on employees, the employer shall notify the employees who may be affected by the proposed changes and their union.
  - (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have "significant effects".
- (2) Employer's Duty to Discuss Change

- (a) The employer shall discuss with the employees affected and their union, the introduction of the changes referred to in subclause (1) of this clause among other things, the effects the changes are likely to have on employees, measures to avoid or minimise the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their union in relation to the changes.
- (b) The discussion shall commence as soon as is practicable after a definite decision has been made by the employer to make the changes referred to in subclause (1) of this clause.
- (c) For the purpose of such discussion, the employer shall provide in writing to the employees concerned and their union, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and other matters likely to affect employees provided that an employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

#### 51. - STRUCTURAL EFFICIENCY

- (1) Arising out of the decision of 8 September 1989 in the State Wage Case and in consideration of the wage increases resulting from structural efficiency adjustments, employees are to perform a wider range of duties including work which is incidental or peripheral to their main tasks or functions.
  - (a) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award provided that such duties are not designed to promote de-skilling.
  - (b) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
  - (c) Any direction issued by an employer pursuant to paragraphs (a) and (b) of this subclause shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- (2) The parties to this award are committed to co-operating positively to increase the efficiency, productivity and international competitiveness of the furniture industry and to enhance the career opportunities and job security of employees in the industry.
- (3) 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 relevant union or unions. The consultative mechanism and procedure shall be appropriate to the size, structure and needs of that plant or enterprise. Measures raised by the employer, employees or union or unions for consideration consistent with the objectives of subclause (2) of this clause shall be processed through that consultative mechanism and procedures.
- (4) Measures raised for consideration consistent with subclause (3) of this clause shall be related to implementation of a new classification structure, the facilitative provisions contained in this award and, subject to Clause 52. - Training, matters concerning training and, subject to subclause (5) of this clause, any other measures consistent with the objectives of subclause (2) of this clause.
- (5) Without limiting the rights of either an employer or a union to arbitration, any other measure designed to increase flexibility at the plant or enterprise and sought by any party shall be notified to the Western Australian Industrial Relations Commission and by agreement of the parties involved shall be subject to the following requirements -
  - (a) The changes sought shall not affect provisions reflecting national standards recognised by the Western Australian Industrial Relations Commission.
  - (b) The majority of employees affected by the change at the plant or enterprise must genuinely agree to the change.

- (c) No employee shall lose income as a result of the change.
  - (d) The relevant union or unions must be a party to the agreement.
  - (e) The relevant union or unions shall not unreasonably oppose any agreement.
  - (f) Any agreement shall be subject to approval by the Western Australian Industrial Relations Commission and, if approved, shall operate as a schedule to this award and take precedence over any provision of this award to the extent of any inconsistency.
- (6) Any disputes arising in relation to the implementation of subclauses (3) and (4) of this clause shall be subject to the provisions of Clause 48. - Grievance/Dispute Settling Procedure, of this award.”

#### 52. - TRAINING

- (1) The parties to this award recognise that in order to increase efficiency, productivity and international competitiveness of industry, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to -
- (a) Developing a more highly skilled and flexible workforce.
  - (b) Providing employees with career opportunities through appropriate training to acquire additional skills.
  - (c) Removing barriers to the utilisation of skills acquired.
- (2) Following proper consultation in accordance with Clause 51. - Structural Efficiency, or through the establishment of a training committee, an employer shall develop a training programme consistent with -
- (a) The current and future skill needs of the enterprise.
  - (b) The size, structure and nature of the operations of the enterprise.
  - (c) The need to develop vocational skills relevant to the enterprise and the furniture industry through courses conducted by accredited educational institutions and providers.
- (3) Where it is agreed that a training committee be established, such training committee shall be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, for example -
- (a) Formulation of a training programme and availability of training courses and career opportunities to employees.
  - (b) Dissemination of information on the training programme and availability of training courses and career opportunities to employees.
  - (c) The recommending of individual employees for training and re-classification.
  - (d) Monitoring and advising management and employees regarding the ongoing effectiveness of the training.
- (4) (a) Where, as a result of consultation in accordance with Clause 51. - Structural Efficiency of this award, or through a training committee and/or with the employee concerned, it is agreed that additional training in accordance with the programme developed pursuant to subclause (2) of this clause, should be undertaken by an employee, that training may be undertaken either on or off the job and if the training is undertaken during ordinary working hours, the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.

- (b) Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement shall be on an annual basis, subject to the presentation of reports of satisfactory progress.
  - (c) Travel costs incurred by an employee undertaking training in accordance with this clause, which exceed those normally incurred in travelling to and from work, shall be reimbursed by the employer.
- (5) Subclauses (2), (3) and (4) of this clause shall operate as interim provisions and shall be reviewed after nine months' operation. In the meantime, the parties shall monitor the effectiveness of those interim provisions in encouraging the attainment of the objectives detailed in subclause (1) of this clause. In this connection, the union reserves the right to press for the mandatory prescription of a minimum number of training hours per annum, without loss of pay, for an employee undertaking training to meet the needs of an individual enterprise and the furniture industry.
  - (6) Any disputes arising in relation to subclauses (2) and (3) of this clause shall be subject to the provisions of Clause 48. - Grievance/Dispute Settling Procedure, of this award.

### 53. - AVTS PILOT - FLOOR FINISHING AND COVERING

- (1) The rates of pay for the Australian Vocational Training System (AVTS) Pilot Program specified in this clause will apply during the period competency based training arrangements are being trialed in accordance with the terms of the agreed project, ie. three years.
- (2) The normal period to be served by participating trainees shall be no less than three years provided that this period may be varied to take into account such appropriate competencies as the trainees may have gained prior to the commencement of the program by way of a system of Recognition of Prior Learning (RPL).

Any RPL system adopted shall use guidelines and criteria as approved by the parties.

- (3) The AVTS Floor Finishing and Covering pilot program has been developed to meet the requirements of the Western Australian Floor Finishing and Covering Industry.

Training modules will be selected from the program accredited by the Western Australian Skills Standards Accreditation Board.

Trainees will be required to become competent in all the Broad Based, Core and Specific Skills with the remaining module to be selected from the Additional Specific Skills which form the Western Australian curriculum as varied from time to time.

The nominal time required to complete the course is 888 hours.

- (4) The pilot scheme will be monitored by the AVTS Pilot Floor Finishing and Covering Steering Committee, comprising employers, representatives from the Forest Product, Furnishing and Allied Industries Industrial Union of Workers, WA and the Light Manufacturing Industry Training Council (WA) Inc.

The parties agree that the purpose of the pilot is to trial competency based training in the Floor Finishing and Covering area and that variations to the wages or course structure may be necessary during the life of the pilot.

- (5) Junior Trainees

- (a) The weekly wage rate for junior trainees shall be the undermentioned percentages of the total ordinary weekly wage rate prescribed in this Award for a Furniture Making Employee Group 5.



	In relation to off the job training	% of Furniture making Employee Group 5
On commencement of training		42%
Completion of 328 nominal hours and assessed as competent in practical application of the modules studied	completion of block 4	55%
Completion of further 340 nominal hours and assessed as competent in practical application of the modules studied	completion of block 8	88%
Completion of further 220 nominal hours and assessed as competent in practical application of the modules studied	completion of block 11	100%

(b) Where, due to reasons of module unavailability, a trainee is unable to participate in one or more modules necessary for the completion of a particular block of modules, he or she may still progress to the next pay increment provided that:

- (i) He or she has still completed the number of nominal hours necessary for progression to the next incremental leave (or has attained equivalent RPL); and
- (ii) Where a trainee completes another module as substitution for an unavailable module, participation in the substitute module is by agreement with the employer; and
- (iii) Where an unavailable module is a compulsory module in accordance with the Western Australian curriculum, that module shall be completed by the trainee at the first available opportunity.

(6) Adult Trainees

(a) The weekly wage rate for adult trainees (21 years of age and over) shall be the undermentioned percentages of the total ordinary weekly rate prescribed in this Award for a Furniture Making Employee Group 5.

	In relation to off the job training	% of Furniture making Employee Group 5
On commencement of training		83.5%
Completion of 328 nominal hours and assessed as competent in practical application of the modules studied	completion of block 4	88%
Completion of further 340 nominal hours and assessed as competent in practical application of the modules studied	completion of block 8	93%
Completion of further 220 nominal hours and assessed as competent in practical application of the modules studied	completion of block 11	100%

(b) Where, due to reasons of module unavailability, a trainee is unable to participate in one or more modules necessary for the completion of a particular block of modules, he or she may still progress to the next pay increment provided that:

- (i) He or she has still completed the number of nominal hours necessary for progression to the next incremental leave (or has attained equivalent RPL); and

- (ii) Where a trainee completes another module as substitution for an unavailable module, participation in the substitute module is by agreement with the employer; and
  - (iii) Where an unavailable module is a compulsory module in accordance with the Western Australian curriculum, that module shall be completed by the trainee at the first available opportunity.
- (7) The following list are those modules which is agreed shall be delivered within the scope of the AVTS pilot program.

Code	Title	Hours
<b>Broad Based</b>		
ABC501	Introduction to Furnishings	8
ABC502	Occupational Health & Safety (1)	8
ABC503	Workplace Environment	8
ABC504	Calculations	24
ABC505	Communication	40
ABC523	Basic Machines (FF&C)	20
ABC525	Introduction to Materials (FF&C)	20
ABC528	Hand Tools and Equipment	20
ABC530	Materials Handling (FF&C)	20
ABC513	Working with Others	20
ABC529	Power Tools & Equipment (FF&C)	20
<b>Core</b>		
ABC541	Occupational Health & Safety (2)	20
ABC842	Sub Floor Preparation (Coatings)	20
ABC546	Customer Relations & Services	20
ABC548	Quality Principles	10
ABC565	Manufacturing Process (FF&C)	20
ABC568	Specification/Plan Reading (FF&C)	30
<b>Specific</b>		
ABC840	Sub Floor Preparation (Hard Underlays)	20
ABC841	Sub Floor Preparation (Sanding)	20
ABC843	Sub Floor Preparation (Levelling)	20
ABC844	Planning and Estimating	20
ABC846	Trims and Accessories	20
ABC847	Woven Carpets Preparation & Installation	60
ABC848	Tufted Carpets Preparation & Installation	60
ABC849	Staircase Preparation & Installation	60
ABC850	Resilient Sheet Installation	60
ABC851	Resilient Tile Installation	40
ABC857	Commercial Carpets	40
ABC858	Foam Backed Carpets	40
ABC860	Resilient Bench and Wall Installation	40
ABC862	Carpet Tile Installation	40
<b>Specific Electives (minimum of 20 hours)</b>		
ABC859	Carpet Care & Maintenance	20
ABC975	Bonded Carpets	40

#### 54. - NATIONAL TRAINING WAGE

The terms of Appendix III - National Training Wage shall form part of this Award.

SCHEDULE "A" - INDUSTRIES AND LIST OF RESPONDENTS

Cabinetmaking and Repairing:-

M. & P. Built-In Robes  
Geraldton Building Company Pty Ltd  
Atelier Pty Ltd  
Peter J. Warr Furniture  
Stylewoods W.A. Pty Ltd  
Elka Furnishing Company  
Newcastle Industries  
Lawson Furnishers  
Ace Cabinets  
International Cabinets Pty Ltd  
Westgate Kitchens  
Associated Shopfitters Pty Ltd  
Focus Shopfitters Pty Ltd  
Concept Contract Interiors  
Royles Partitioning and Relocating  
Austral Insulation (WA) Pty Ltd  
A.J. Baker and Sons  
Benjamin's Furniture  
Arcus Shopfitters Pty Ltd  
P.S. Chester and Son  
Casa Billiards WA  
Fullin Furniture  
Arcus Australia  
Willisford (Cabinets) Pty Ltd  
Para-Quad Industries  
Brown Bros Furniture  
Davro Foster Furniture Manufacturers Pty Ltd  
W.A. Furniture Trades Group Apprenticeship Association  
DeVaugh Building Co Pty Ltd  
South West Group Apprenticeship Association Inc.  
Action Shopfitters  
Alternative Cabinets  
Artek  
Artifex Furniture  
Artline Holdings P/L  
Braze Furniture  
Moderntone Furniture Manufacturers P/L  
Top Hat Furniture  
Total Jarrah  
Better Design Kitchens  
Budget Partitioning  
Burgtec Australasia P/L  
Camboon Cabinets  
Canning Joinery and Park Cabinetmakers  
Challenge Cabinets  
Citadel Products  
Clarecraft Industries  
Co Design  
Concept Products  
Condor Furnishing Co  
Coniglio Joinery and Cabinet Works  
Coniglio N & L Furniture  
D I M Furniture  
Delphine Design  
Ferguson's Custom Made Furniture  
Finer Pine Furniture

Fremantle Furniture Factory  
Gatsby Furniture Designs  
Giltedge Cabinet Makers  
Group 7 Industries  
Hicraft Cabinets  
Histonium Furniture  
Issa Furniture  
Just Jarrah  
M. A. Jensen Timber Products  
K C Furniture  
K D Woodcraft  
Kent Furnishings  
Marema Furniture  
McFarlane's Joinery and Cabinet Works  
Moscarda (J & Sons) Cabinets  
Myaree Cabinet Works  
Neoform  
New Age Industries  
Pinecraft  
Pine Productions  
Premier Cabinets  
Premium Cabinet Makers  
Q V S Shopfitters  
R & R Cabinets  
RTL Woodcraft  
Ross's Cabinets  
Scott Bros  
Silvestri Cabinet Works  
Status West Industries  
Stirling Furniture  
Supreme Kitchens  
Sympari Furniture  
Timms Furniture  
Uzit Products  
Valley Furniture  
Vista Furniture  
WA Glass & Aluminium  
Woodfurn Design

Chairmaking and Repairing:-

Elka Furnishing Co  
West Australian Fittings & Furniture Pty Ltd (W.A.F.F.)  
Miss Money Penny's (Australia) P/L  
B V R Furniture  
Hatakusi  
Just Jarrah  
Gatsby Furniture Designs  
Elko Interiors Pty Ltd  
Pay-Co Products Ltd  
Scott Bros

Wood Carving:-

T. Bezic

Wood Turning:-

Western Woodturners Pty Ltd  
Classic Woodturners

Western Master Furniture  
Ross's Cabinets

Upholstering:-

Farmer Furniture Pty Ltd  
W.E. Young & Co. Pty Ltd  
Torrence & McKenna Pty Ltd  
Lincoln Furniture Manufacturers  
T.J. Booton Upholsterers  
Vita Pacific Ltd  
Scalisi Fine Upholstery  
Gascoigne Furniture  
Dankz Furniture Co Pty Ltd  
C.A. Phillips Upholsterers  
Jason Industries Ltd  
Burgtec Australasia P/L  
I F S Designs  
Long Life Furniture  
Lynton Furniture  
Summerbank Designs  
Stylex Furniture Designs  
Oshtons  
M.T. Joinery P/L (Chesterfield House)  
Anksla Upholsterers  
All Class Upholsters  
Aaron Upholsters  
Focus Design  
Condor Furnishing Co  
Degree Upholstery  
Biltfirm  
Carleton Custom Upholstery  
Nathan's Furniture and Floorcovering  
Ramada Furniture  
Redfurn Commercial Furniture  
Le Rob Furnishers  
Swan Valley Furniture Co  
Fremantle Upholstery  
Chesterfield Manufacturing Co

Wood Machining:-

Joyce Corporation Pty Ltd (t/a Joyce Australia)  
Geraldton Building Company Pty Ltd  
Manley Furniture Co  
Inglewood Products Group  
Wolfenden Furniture  
Peter J. Warr Furniture  
Bunnings Timbcraft  
M.A. Jensen Timber Products  
Elka Furnishing Co  
Stylwoods W.A. Pty Ltd  
Associated Shopfitters Pty Ltd  
Artline Holdings P/L  
Atelier Furniture P/L  
Just Jarrah  
Jason Industries Ltd  
Concept Products  
Clarecraft Industries  
Ferguson's Custom Made Furniture

Fremantle Furniture Factory  
Furniture by Carter  
Furntech Interiors  
Giltedge Cabinet Makers  
Total Jarrah  
Hicraft Cabinets  
K C Furniture  
K D Woodcraft  
McFarlane's Joinery & Cabinet Works  
Moderntone Furniture Manufacturers P/L  
Moscarda (J & Sons) Cabinets  
Pinecraft  
Pine Productions  
Premium Cabinet Makers  
Ross's Cabinets  
Scott Bros  
Silvestri Cabinet Works  
Supreme Kitchens  
Vista Furniture

Wire Mattress Making:-

Joyce Corporation Ltd (t/a Joyce Australia)  
Dunlop Bedding  
Peacock Manufacturing Co P/L (Silent Night)

Mattress Making:-

Joyce Corporation Ltd (t/a Joyce Australia)  
Dunlop Bedding  
Sealy of Australia (W.A.)  
Peacock Manufacturing Co

French Polishing:-

Wolfenden Furniture  
Carleton Custom Upholstery  
Gatsby Furniture Designs  
Stylewoods W.A. Pty Ltd  
Finer Pine Furniture  
Elka Furnishing Co  
Pine Productions  
Just Jarrah  
Terry Byrne French Polisher  
The Polisher's  
Total Jarrah  
Mick's Furniture Polishing

Veneering:-

Atelier Furniture Pty Ltd  
Concept Consolidated Industries  
Elka Furnishing Company  
Issa Furniture Industries

Metal Furniture Making:-

Joyce Corporation Ltd (t/a Joyce Australia)  
Jason Industries Ltd  
Pay-Co Products Ltd

Arteil (W.A.) Pty Ltd  
Redfern Commercial Furniture  
Ricmin Pty Ltd  
Allbend Engineering  
K.D.B. Engineering  
Associated Shopfitters Pty Ltd  
Century Engineering  
Tubend Industries

Glass Trades:-

Bunnings Glass  
Cooling Bros. (1980) Pty Ltd  
Pilkington (Aust.) Ltd  
Osborne Glass and Hardware Pty Ltd  
Zebra Stained Glass  
Arcraft Picture Framing & Leadlighting

Floor Coverings:-

Barrett Carpet Co. Pty Ltd  
Oeding Floorcoverings  
Northam Carpets  
Bernie Uyens Carpet Service  
Malco Floorcoverings Pty Ltd  
Masterfloors  
Fremantle Commercial Flooring  
Ken Marshall Floorcoverings  
Decor Interior Carpets  
Integrity Carpets  
Nathan's Furniture and Floorcovering

Blinds and Awnings:-

Australian Window Furnishings (Welshpool) Pty Ltd  
Westral  
Swan Blinds  
Victory Blinds  
Wylde's Vertical Drapes  
Verosol (Australia) Pty Ltd  
Curtain Decor  
A.B.C. Blinds  
Vista Blinds  
Ausblinds  
Kresta  
Prima Vera  
Bayliss Blinds  
Smith Copeland  
Allianz Manufacturing Industries  
Eagle Blinds

Picture Framing:-

R. White and Sons  
Accent Framers  
Willeton Picture Framers  
Pictures Plus  
Quarrells Picture Framing  
Langham Picture Framers  
Framecor

West Coast Picture Framers & Gallery  
Gallery 350  
Apple Picture Framers  
Wendy's Framing Centre  
Artercraft Picture Framing and Leadlighting  
Proforma Art Shop  
Art Framers  
Artifax Gallery  
Art Heritage  
Ausframe Picture Framing and Gallery  
Artworks  
Prestige Art  
Omega-Select Picture Framers  
Novel Art

Wicker Work:-

The Royal Western Australian Institute for the Blind

Iron Work for Wicker Work:-

The Royal Western Australian Institute for the Blind.



## LIST OF RESPONDENTS

Aaron Upholsterers  
2 Cressall Road, BALCATTA 6021

ABC Blinds  
139 Winton Road, JOONDALUP 6027

Accent Framers  
32 Railway Parade, SUBIACO 6008

Ace Cabinets  
22 Mooney Road, BAYSWATER 6053

Action Shopfitters  
3/79 Crocker Dve, MALAGA 6062

A.J. Baker and Sons  
209-215 Stirling Hwy, CLAREMONT 6010

Allbend Engineering  
6 Burgay Court, OSBORNE PARK 6017

All Class Upholstery  
8 Boag Road, MORLEY 6062

Allianz Manufacturing Industries  
57 Robinson St, BELMONT 6104

Alternative Cabinets  
5/99 Catherine St, MORLEY 6062

Anksla Upholsterers  
6/86 Collingwood St, OSBORNE PARK 6017

Apple Picture Framers  
80 Scarborough Bch Road, SCARBOROUGH 6019

Arcus Australia  
P.O. Box 83, WEMBLEY 6014

Artcraft Picture Framing & Leadlighting  
37 Belmont Ave, BELMONT 6104

Arteil (WA) Pty Ltd  
138 Garling St, O'CONNOR 6163

Artek  
35 McCoy St, MYAREE 6154

Art Framers  
1 Leura Ave, CLAREMONT 6010

Art Heritage  
611 Hay St, JOLIMONT 6014

Artifax Gallery  
8 Yampi Way, WILLETTON 6155

Artifex Furniture

177 Bannister Road, CANNING VALE 6155

Artline Holdings P/L  
303 Selby St, OSBORNE PARK 6017

Artra  
20 Abrams St, BALCATT A 6021

Artworks  
87 High St, FREMANTLE 6160

Associated Shopfitters Pty Ltd  
Victoria Road, MALAGA 6062

Atelier Pty Ltd,  
11 Whyalla Street, WILLETON 6155

Ausblinds  
Seabrook Way, MEDINA 6167

Ausframe Picture Framing  
291 Great Eastern Hwy, MIDLAND 6056

Australian Window Furnishings (Welshpool) Pty Ltd  
46 Felspar Road, WELSHPOOL 6106

Austral Insulation (W.A.) Pty Ltd  
1 Denninup Way, MALAGA 6062

Barrett Carpet Co. Pty Ltd  
1 Neil Street, OSBORNE PARK 6017

Bayliss Blinds  
93 York Street, SUBIACO 6008

Benjamin's Furniture,  
2 Hayley Road, MADDINGTON 6107

Bernie Uyen's Carpet Service  
135 Landsdale Road, LANDSDALE 6065

Better Design Kitchens  
27 Westchester Road, MALAGA 6062

Biltfirm  
34 Hutton Street, OSBORNE PARK 6017

Braze Furniture  
Werribee Road (Cnr McMullan St), WUNDOWIE 6560

Brown Bros. Furniture  
25 Sparks Road, HENDERSON 6166

Budget Partitioning  
80 Goodwood Road, RIVERVALE 6103

Bunnings Glass  
14 Ballantyne Road, WELSHPOOL 6106

Bunnings Timbcraft

100 Pilbara Road, WELSHPOOL 6106

Burgtec Australasia P/L  
3 Kirke St, BALCATT 6021

B V R Furniture  
4 Hines Road, O'CONNOR 6163

Camboon Cabinets  
16 Mooney St, BAYSWATER 6053

Canning Joinery & Park Cabinetmakers  
206 Star St, WELSHPOOL 6106

C.A. Phillips Upholsterers  
10 Gympie Way, WILLETTON 6155

Carleton Custom Upholstery  
9 Foundry St, MAYLANDS 6051

Casa Billiards W.A.  
386 Scarborough Beach Road, OSBORNE PARK 6017

Century Engineering  
322 Camboon Road, MALAGA 6062

Challenge Cabinets  
74 Kent Way, MALAGA 6062

Chesterfield Manufacturing Co  
8 Victoria Road, MALAGA 6062

Citadel Products  
3/267 Victoria Road, MALAGA 6062

Clarecraft Industries  
16 Davison Road, MADDINGTON 6109

Classic Woodturners  
77 Bickley Road, BECKENHAM 6107

Co Design  
680 Murray St, WEST PERTH 6005

Concept Consolidated Industries  
55 Hector Street, OSBORNE PARK 6017

Concept Products  
26 Catalano Road, CANNING VALE 6155

Condor Furnishing Co  
72 Collingwood St, OSBORNE PARK 6017

Coniglio Joinery & Cabinet Works  
13 Wildon St, BELLEVUE 6056

Coniglio N & L Furniture  
6 James St, BELLEVUE 6056

Cooling Bros Glass

177 Oxford Street, LEEDERVILLE 6007

Curtain Decor  
Building 6, Midland Enterprise Building, MIDLAND 6065

Dankz Furniture Co Pty Ltd  
McDonald St, OSBORNE PARK 6017

Davro Foster Furniture Manufacturers Pty Ltd  
44 Ledger Road, BALCATT A 6021

Decor Interior Carpets  
131 Summers St, EAST PERTH 6004

Degree Upholstery  
2/8 Halley Road, BALCATT A 6021

Delphine Design  
1/5 Harold St, DIANELLA 6061

De Vaugh Pty Ltd  
Lot 12 Hayles St, BUNBURY 6230

D I M Furniture  
4 Whyalla Way, WILLET ON 6155

Dunlop Bedding  
Stockdale Road, O'CONNOR 6163

Eagle Blinds  
12/51 Prindiville Dve, WANGARA 6065

Elka Furnishing Company,  
58 Dellamarta Road, WANNEROO 6065

Elko Interiors Pty Ltd  
28 McCoy St, MELVILLE 6156

Farmer Furniture  
Gympie Way, WILLET ON 6155

Ferguson's Custom Made Furniture  
8 Malland Road, MYAREE 6155

Finer Pine Furniture  
2/35 Berriman Dve, WANGARA 6065

Focus Design  
12 Carbon Court, OSBORNE PARK 6017

Focus Shopfitters Pty Ltd  
139 Winton Road, JOONDALUP 6027

Framecor  
4 Vale Court, MALAGA 6062

Fremantle Commercial Flooring  
2/32 Crompton Road, ROCKINGHAM 6068

Fremantle Furniture Factory

38 Henry St, FREMANTLE 6160

Fremantle Upholstery  
North Lake Road, (Cnr Leach Hwy), MYAREE 6154

Fullin Furniture  
2 Muriel Road, BAYSWATER 6053

Furniture By Carter  
25 Laurence Road, WALLISTON 6076

Furntech Interiors  
123 Dowd St, WELSHPOOL 6106

Gallery 350  
360 Hay St, SUBIACO 6008

Gascoigne Furniture  
7 Elliott Road, MIDVALE 6056

Gatsby Furniture Designs  
North Lake Road, (Cnr Leach Hwy), MYAREE 6154

Geraldton Building Company Pty Ltd,  
Ocean Street, GERALDTON 6530

Giltedge Cabinet Makers  
89 Dixon Road, ROCKINGHAM 6168

Group 7 Industries  
26 Wells St, BELLEVUE 6056

Hatakusi  
38 Welshpool Road, WELSHPOOL 6106

Hicraft Cabinets  
290 Scarborough Bch Road, OSBORNE PARK 6017

Histonium Furniture  
41 Sarich Crt, OSBORNE PARK 6017

I F S Designs  
52 Rogers Way, LANDSDALE 6065

Inglewood Products Group, Victoria Road, MALAGA 6062

Integrity Carpets  
6 Dayana Cl, MIDVALE 6056

International Cabinets Pty Ltd  
12 Stretton Place, BALCATT A 6021

Issa Furniture  
15 River Road, BAYSWATER 6053

Jason Industries  
Pilbara Street, WELSHPOOL 6106

Joyce Corporation Ltd t/a Joyce Australia

68 Forsyth Street, O'CONNOR 6163

Just Jarrah  
285 Sth Western Hwy, ARMADALE 6112

K C Furniture  
15 Whyally Way, WILLETTON 6155

K D B Engineering  
1 Booth Place, BALCATTA 6021

K D Woodcraft  
16 Ruse St, OSBORNE PARK 6017

Ken Marshall Floorcovering  
4 Randell St, WEST PERTH 6005

Kent Furnishings  
3 Munt St, BAYSWATER 6053

Kresta Blinds Ltd  
Unit 6, 505 Scarborough Bch Road, OSBORNE PARK 6017

Langham Picture Framers,  
657 Beaufort Street, MT LAWLEY 6050

Le Rob Furnishers  
20 King Edward Road, OSBORNE PARK 6017

Lexcraft Furniture Manufacturers  
69 Collingwood St, OSBORNE PARK 6017

Lincoln Furniture Manufacturers,  
85 Stirling Highway, NEDLANDS

Long Life Furniture 116 Beechboro Road, BAYSWATER 6053

Lynton Furniture  
4 Macadam Pl, BALCATTA 6021

M & P Built-In Robes,  
40 Banksia Street, WELSHPOOL 6106

M.A. Jensen Timber Products  
P.O. Box 406, BUSSELTON 6280

Malco Floorcoverings Pty Ltd  
6 Finlay Place, WANGARA 6065

Marema Furniture  
35 Clayton St, BELLEVUE 6056

Masterfloors  
567 Newcastle St, PERTH 6000

Manley Furniture,  
189 Sussex Street, MAYLANDS 6051

McFarlane's Joinery & Cabinets Works

32 King Edward Road, OSBORNE PARK 6017

Mick's Furniture Polishing  
4/21 Denninup Way, MALAGA 6062

Miss Money Penny's (Aust) P/L  
10 Crocker, Dve, MALAGA 6062

Moderntone Furniture Manufacturing P/L  
Winchester Road, BIBRA LAKE 6163

Moscarda (J & Co) Cabinets  
8 Delawney St, BALCATT A 6021

M.T. Joinery P/L  
14 Stanhope Gdns, MIDVALE 6056

Myaree Cabinet Works  
5 Malland Way, MYAREE 6154

Nathan's Furniture and Floorcovering  
1851 Albany Highway, MADDINGTON 6109

Neoform  
26 Clavering Road, BAYSWATER 6053

New Age Industries  
2/211 Balcatta Road, BALCATT A 6021

Newcastle Industries  
9 Roberts Street, OSBORNE PARK 6017

Northam Carpets,  
149 Fitzgerald St, NORTHAM 6401

Novel Art  
7/48 Prindiville Drv, WANGARA 6065

Oeding Floorcoverings  
9 Marryat Crt, HAMILTON HILL 6163

Omega-Select Picture Framers  
4/1 Winton Road, JOONDALUP 6027

Osborne Glass and Hardware Pty Ltd  
30 Walters Drive, OSBORNE PARK 6017

Oshtons  
510 Guildford Road, BAYSWATER 6053

Para-Quad Industries  
10 Selby St, SHENTON PARK 6008

Pay-Co Products  
15 Malcolm Road, MADDINGTON 6107

Peacock Manufacturing Co (Silent Night)  
22 Hazlehurst Road, KEWDALE 6105

Peter J. Warr Furniture,

125 Dowd Street, WELSHPOOL 6106

Pictures Pluss  
95 Erindale Road, BALCATT A 6021

Pilgrim Furniture  
6 Powell St, OSBORNE PARK 6017

Pilkington (Aust) Pty Ltd  
79 McCoy St, MYAREE 6154

Pinecraft  
4 Winchester Road, BIBRA LAKE 6164

Pine Productions  
6 Artello Bay Road, MIDVALE 6056

Premier Cabinets  
49 Champion Drive, KELMSCOTT 6111

Prestige Arts & Crafts  
rear 555 Murray St, PERTH 6000

Prima Vera Vertical Blinds  
26 Gribble Road, GWELUP 6018

Proforma Art Shop  
160 Rokeby Road, SUBIACO 6008

P.S. Chester and Son  
P.O. Box 65, GERALDTON 6530

Quarrells Picture Framing  
642 Newcastle Street, LEEDERVILLE 6007

Q V S Shopfitters  
39 Berriman Drive, WANGARA 6065

Ramada Furniture  
40 Coulson Way, CANNING VALE 6155

R & R Cabinets  
4/15 Ryelane Road, MADDINGTON 6109

Redfurn Commercial Furniture  
104 Goodwood Pde, RIVERVALE 6103

Ricmin Pty Ltd  
16 Lower Park Road, MADDINGTON 6107

Ross's Cabinets  
57 James St, GUILDFORD 6055

Royal West Australian Institute for the Blind  
134 Whatley Crescent, MAYLANDS 6055

Royle's Partitioning and Relocating  
5 Stretton Place, BALCATT A 6021

R T L Woodcraft



14 Bishop St, JOLIMONT 6014

R. White and Sons  
514 Guildford Road, BAYSWATER 6053

Scalisi Fine Upholstery  
5 Marchant Way, MORLEY 6062

Scott Bros  
26 Knutsford St, FREMANTLE 6160

Sealy of Australia (WA)  
4 Hubert St, BELMONT 6104  
Smith Copeland

46 Felspar Road, KEWDALE 6106

South West Group Apprenticeship Association Inc.  
Unit 4, 101 Spencer St, BUNBURY 6230

Status West Industries  
9 Moojebing St, BAYSWATER 6053

Stirling Furniture  
60 MacDonald St, OSBORNE PARK 6017

Stylewoods WA Pty Ltd,  
43 McDonald Street, OSBORNE PARK 6017

Stylex Furniture Designs  
25 Dellamarta Road, WANGARA 6065

Summerbank Designs  
36 Bannick Crt, CANNING VALE 6155

Supreme Kitchens  
2 Cullen St, BAYSWATER 6053

Swan Blinds  
32 Ewing St, BENTLEY 6102

Swan Valley Furniture Co  
28 Morgan Road, ROCKINGHAM 6168

Sympari Furniture  
8 Bassendean Road, BAYSWATER 6053

T. Bezic,  
67 Gordon Street, OSBORNE PARK 6017

Terry Byrne French Polisher  
8 Macadam Place, BALCATT 6021

The Polisher's  
11 Vulcan Road, CANNING VALE 6155

Timms Furniture  
12 Malland St, MYAREE 6154

T.J. Booton Upholsterers

34 Drake Street, OSBORNE PARK 6017

Torrence & McKenna Pty Ltd  
211 Plain Street, EAST PERTH 6004

Total Jarrah  
13 Zeta Crescent, O'CONNOR 6163

Tubend Industries  
5 Vivian Road, RIVERVALE 6103

Uzit Products  
24 Denninup Way, MALAGA 6062

Valley Furniture  
50 Owen Road, KELMSCOTT 6111

Verosol (Australia) Pty Ltd  
194 Campbell St, BELMONT 6104

Victory Blinds  
3/9 Prindiville Drive, WANGARA 6065

Vista Blinds  
40 Prindiville Drive, WANGARA 6065

Vista Furniture  
6 Davison St, MADDINGTON 6109

Vita Pacific Ltd  
36 Magnet Road, CANNING VALE 6155

W.A. Furniture Trades' Group Apprenticeship Association  
1st Floor, 211 Balcatta Road, BALCATT A 6021

W.A. Glass & Aluminium  
104 Belmont Ave, BELMONT 6104

W.E. Young & Co. Pty Ltd,  
19 River Road, BAYSWATER 6053

Wendy's Framing Centre  
87 Catalano Road, CANNING VALE 6155

West Australian Fitting & Furniture Pty Ltd (WAFF)  
99 Frobisher Road, OSBORNE PARK 6017

West Coast Picture Framers & Gallery  
69 Hector St (West), OSBORNE PARK 6017

Western Master Furniture  
18/22 Albany Highway, MADDINGTON 6109

Western Woodturners Pty Ltd,  
71 Gordon Street, OSBORNE PARK 6017

Westgate Kitchens  
125 Barrington St, BIBRA LAKE 6163

Westral

Cnr Bannister Road & Sherman St, CANNING VALE 6155

Willisford Interiors Pty Ltd  
P.O. Box 78, BENTLEY 6102

Wolfenden Furniture,  
Victoria Road, MALAGA 6066

Woodfurn Design  
22 Stanhope Gardens, MIDVALE 6056

Wylde's Vertical Drapes  
19 Rudloc Road, MORLEY 6062

Zebra Stained Glass  
Unit 3/89 Norma Road, MYAREE 6154

SCHEDULE "B" - PARTIES TO THE AWARD

The following organisation is a party to this award:

The Forest Products, Furnishing and Allied Industries Industrial Union of Workers, W.A.

DATED at Perth this 1st day of February 1985.

#### APPENDIX - RESOLUTION OF DISPUTES REQUIREMENTS

- (1) This Appendix is inserted into the award/industrial agreement as a result of legislation which came into effect on 16 January 1996 (Industrial Relations Legislation Amendment and Repeal Act 1995) and further varied by legislation which came into effect on 23 May 1997 (Labour Relations Legislation Amendment Act 1997).
- (2) Any dispute or grievance procedure in this award/industrial agreement shall also apply to any questions, disputes or difficulties which may arise under it.
- (3) With effect from 22 November 1997 the dispute or grievance procedures in this award/industrial agreement is hereby varied to include the requirement that persons involved in the question, dispute or difficulty will confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Commission.

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.

## APPENDIX III - NATIONAL TRAINING WAGE

### 1. - TITLE

This Appendix shall be known as the National Training Wage Interim Award 1995.

### 2. - ARRANGEMENT

This Appendix shall be arranged as follows:

1. Title
2. Arrangement
3. Application
4. Objective
5. Supersession
6. Definitions
7. Training Conditions
8. Employment Conditions
9. Wages
10. specialisation Arrangements
11. Part-Time Traineeships

### 3. - APPLICATION

- (a) Subject to subclause (b) this Appendix shall apply to persons:
  - (i) who are undertaking a Traineeship (as defined); and
  - (ii) who are employed by an employer bound by this award or employed by a member of an employer organisation bound by this award; and
  - (iii) whose employment is, or otherwise would be, covered by an award which also:
    - (a) binds the employer or an organisation of which the employer is a member; and
    - (b) binds a union which is a party to this award and in respect of which the person is a member or is eligible for membership.
- (b) Notwithstanding the foregoing, this Appendix shall not apply to employees who were employed by an employer bound by this award prior to the date of approval of a Traineeship scheme relevant to the employer, except where agreed between the employer and the relevant union(s).
- (c) This Appendix does not apply to the Apprenticeship system.

### 4. - OBJECTIVE

The objective of this Appendix is to assist in the establishment of a system of traineeships which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of Trainees, particularly young people, and the long term unemployed. The system is neither designed nor intended for those who are already trained and job ready. It is not intended that existing employees shall be displaced from employment by Trainees. Except as provided for in clause 5. - Supersession of this Appendix, nothing in this Appendix shall be taken to replace the prescription of training requirements in the relevant award.

### 5. - SUPERSESSION

Any existing award provisions for the Australian Traineeship System (ATS) or the Career Start Traineeship (CST) shall not apply to any employer bound by this award except in relation to ATS or CST trainees who commenced a Traineeship with the employer before the employer was bound by this Appendix.

## 6 . -DEFINITIONS

“ **Approved Training**” means training undertaken (both on and off the job) in a Traineeship and shall involve formal instruction, both theoretical and practical, and supervised practice in accordance with a Traineeship Scheme approved by the relevant State or Territory Training Authority or NETTFORCE. The training will be accredited and lead to qualifications as set out in subclause 7(e).

“ **Relevant award**” means an award that applies to a Trainee, or that would have applied, but for the operation of this Appendix.

“ **Relevant Union**” means a union party to a relevant award and which is entitled to enrol the Trainee as a member.

“ **Trainee**” means an employee who is bound by a Traineeship Agreement made in accordance with this Appendix.

“ **Traineeship**” means a system of training which has been approved by the relevant State or Territory Training Authority, or which has been approved on an interim basis by the National Employment and Training Task force (NETTFORCE), until final approval is granted by the relevant State or Territory Training Authority. Includes full-time traineeship and part-time traineeships including school-based traineeship.

“ **Traineeship Agreement**” means an agreement made subject to the terms of this Appendix between the Employer and the Trainee for a Traineeship and which is registered with the relevant State or Territory Training Authority, NETTFORCE, or under the provisions of the appropriate State or Territory legislation. A Traineeship Agreement shall be made in accordance with the relevant approved Traineeship Scheme and shall not operate unless this condition is met.

“ **Traineeship Scheme**” means an approved Traineeship applicable to a group or class of employees or to an industry or sector of an industry or an enterprise. A Traineeship Scheme shall not be given approval unless consultation and negotiation with the relevant union(s) upon the terms of the proposed Traineeship Scheme and the Traineeship have occurred. An application for approval of a Traineeship Scheme shall identify the relevant union(s) and demonstrate to the satisfaction of the approving authority that the above mentioned consultation and negotiation have occurred. A Traineeship Scheme shall include a standard format which may be used for a Traineeship Agreement.

“ **Parties to a Traineeship Scheme**” means that employer organisation and/or the employer and the relevant union involved in the consultation and negotiation required for the approval of a Traineeship Scheme.

Reference in this Appendix to “**the relevant State or Territory Training Authority or NETTFORCE**” shall be taken to be a reference to NETTFORCE in respect of a Traineeship that is the subject of an interim approval but not a final approval by the relevant State or Territory Training Authority. NETTFORCE powers and functions stipulated in this Appendix may be circumscribed and/or delegated by the terms of an agreement between NETTFORCE and a relevant State or Territory Training Authority.

“ **Appropriate State legislation**” means the State Employment and Skills Development Authority Act 1990 or any successor legislation.

## 7 . - TRAINING CONDITIONS

- (a) The Trainee shall attend an approved training course or training program prescribed in the Traineeship Agreement or as notified to the trainee by the relevant State or Territory Training Authority in accredited and relevant Traineeship Schemes; or NETTFORCE, if the Traineeship Scheme remains subject to interim approval.



- (b) A Traineeship shall not commence until the relevant Traineeship Agreement, made in accordance with a Traineeship Scheme, has been signed by the employer and the trainee and lodged for registration with the State Training Authority or NETTFORCE, provided that if the Traineeship Agreement is not in a standard format a Traineeship shall not commence until the Traineeship Agreement has been registered with the State Training Authority or NETTFORCE. The employer shall ensure that the Trainee is permitted to attend the training course or program provided for in the Traineeship Agreement and shall ensure that the Trainee receives the appropriate on-the-job training.
- (c) The employer shall provide a level of supervision in accordance with the Traineeship Agreement during the Traineeship period.
- (d) The employer agrees that the overall training program will be monitored by officers of the State Training Authority or NETTFORCE and training records or work books may be utilised as part of this monitoring process.
- (e) Training shall be directed at:
  - (i) the achievement of key competencies required for successful participation in the workplace (where these have not been achieved) (eg. literacy, numeracy, problem solving, team work, using technology), and as are proposed to be included in the Australian Vocational Certificate Level 1 qualification. This could be achieved through foundation competencies which are part of endorsed competencies for an industry and/or
  - (ii) the achievement of competencies required for successful participation in an industry or enterprise (where there are endorsed national standards these will define these competencies), as are proposed to be included in the Australian Vocational Training System Level 2 qualification or above.

#### 8 . - EMPLOYMENT CONDITIONS

- (a) A Trainee shall be engaged as a full-time employee for a maximum of one year's duration provided that a Trainee shall be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer. By agreement in writing, and with the consent of the State Training Authority or NETTFORCE, the relevant employer and the Trainee may vary the duration of the Traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant Traineeship scheme.
- (b) An employer shall not terminate the employment of a Trainee without firstly having provided written notice of termination to the Trainee concerned in accordance with the Traineeship agreement and subsequently to the State Training Authority or NETTFORCE. The written notice to be provided to the State Training Authority or NETTFORCE shall be provided within 5 working days of the termination.  
  
An employer who chooses not to continue the employment of a Trainee upon the completion of the Traineeship shall notify, in writing, the State Training Authority or NETTFORCE of their decision.
- (c) The Trainee shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the training in accordance with the Traineeship Agreement.
- (d) Where the employment of a Trainee by an employer is continued after the completion of the Traineeship period, such Traineeship period shall be counted as service for the purposes of the award or any other legislative entitlements.
- (e)
  - (i) The Traineeship Agreement may restrict the circumstances under which the Trainee may work overtime and shift work in order to ensure the training program is successfully completed.
  - (ii) No Trainee shall work overtime or shiftwork on their own unless consistent with the provisions of the relevant award.

- (iii) No Trainee shall work shiftwork unless the parties to the Traineeship Scheme agree that such shift work makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shift work Trainees.
- (iv) The Trainee wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by the relevant award, unless otherwise agreed by the parties to a Traineeship Scheme, or unless the relevant award makes specific provision for a Trainee to be paid at a higher rate, in which case the higher rate shall apply.
- (f) All other terms and conditions of the relevant award(s) that are applicable to the Trainee or would be applicable to the Trainee but for this Appendix shall apply unless specifically varied by this Appendix.
- (g) A Trainee who fails to either complete the Traineeship or who cannot for any reason be placed in full time employment with the employer on successful completion of the Traineeship shall not be entitled to any severance payments.
- (h) The right of entry provision contained in the relevant award shall apply to the parties bound by this Appendix.

#### 9 . - WAGES

- (a) (i) The weekly wages payable to Trainees are as provided in paragraph (iv), (v), (vi) of this sub-clause.
- (ii) These wage rates will only apply to Trainees while they are undertaking an approved traineeship which includes approved training as defined in this Appendix.
- (iii) The wage rates prescribed by this clause do not apply to complete trade level training which is covered by the Apprenticeship system.
- (iv) Skill Level A Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A.

School Leaver	Highest Year of Schooling Completed		
	Year 10 and below	Year 11	Year 12
	\$	\$	\$
	253.00(50%)* 296.00 (33%)	312.00 (33%) 352.00 (25%)	428.00
plus 1 year out of school	352.00	428.00	500.00
plus 2 years	428.00	500.00	583.00
plus 3 years	500.00	583.00	664.00
plus 4 years	583.00	664.00	
plus 5 years or more	664.00		

- (v) Skill Level B Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B.

School Leaver	Highest Year of Schooling Completed		
	Year 10 and below	Year 11	Year 12

	\$	\$	\$
	253.00(50%)* 296.00 (33%)	312.00 (33%) 352.00 (25%)	421.00
plus 1 year out of school	352.00	421.00	482.00
plus 2 years	421.00	482.00	567.00
plus 3 years	482.00	567.00	645.00
plus 4 years	567.00	645.00	
plus 5 years or more	645.00		

- (vi) Skill Level C Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

School Leaver	Highest Year of Schooling Completed		
	Year 10 and below	Year 11	Year 12
	\$	\$	\$
	253.00(50%)* 296.00 (33%)	312.00 (33%) 352.00 (25%)	422.00
plus 1 year out of school	352.00	422.00	477.00
plus 2 years	422.00	477.00	537.00
plus 3 years	477.00	537.00	595.00
plus 4 years	537.00	595.00	
plus 5 years or more	595.00		

- (vii)

Year of Schooling

	Year 11 or lower	Year 12
	\$	\$
School Based Traineeship Skill Levels A, B and C	357.00	386.00

\* Figures in brackets indicate the average proportion of time spent in approved training to which the associated wage rate is applicable. Where not specifically indicated the average proportion of time spent in structured training which has been taken into account in setting the rate is 20 percent.

- (viii) 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.

- (b) The determination of the appropriate skill level shall be made by NETTFORCE based on the following criteria:
- (i) Any agreement of the parties
  - (ii) The nature of the industry
  - (iii) The total training plan
  - (iv) Recognition that training can be undertaken in stages
  - (v) The exit skill level in the relevant award contemplated by the Traineeship.
- In event that the parties disagree with such determination it shall be open to any party to the award to seek to have the matters in dispute determined by the Commission.
- (c) For the purposes of this provision “out of school” shall refer only to periods out of school beyond Year 10 or below, and shall be deemed to:
- (i) include any period of schooling beyond Year 10 or below which was not part of nor contributed to a completed year of schooling.
  - (ii) include any period during which a Trainee repeats in whole or part a year of schooling beyond Year 10 or below; and
  - (iii) not include any period during a calendar year in which a year of schooling is completed.
  - (iv) have effect on an anniversary date being January 1 in each year.
- (d) At the conclusion of the Traineeship, this award ceases to apply to the employment of the Trainee and the relevant award shall apply to the former trainee.

#### 10 . - SPECIAL ARRANGEMENTS

Subject to the foregoing, the Western Australian Industrial Relations Commission shall be requested to determine the appropriate wage rates and/or conditions of employment for any traineeship not regarded by the parties as appropriately covered by this Appendix.

#### 11 . - PART-TIME TRAINEESHIPS

This clause shall apply to trainees who undertake a traineeship on a part-time basis by working less than full-time ordinary hours and by undertaking the approved training at the same or lesser training time and a full-time trainee.

- (a) The wage rate shall be pro-rata the full time rates based on variation in the amount of training and/or the amount of work over the period of the traineeship which may also be varied on the basis of the following formula.

trainees hours - average weekly training time

Full-Time wage rate    X

30.4\*

\* Note 30.4 in the above formula represents 38 ordinary full time hour less average training time for full-time trainees (ie 20%). A pro-rata adjustment will need to be made in the case where the relevant award specifies different ordinary full-time hours; for example where the ordinary weekly hours are 40, 30.4 will be replaced by 32.

- (b) Full-time wage rate means the appropriate rate as set out in paragraphs 9(a)(iv), (v), (vi) and (vii).
- (c) Trainees hours shall be the hours worked per week including the time spent in approved training.
- (d) Average weekly training time is based upon the length of the traineeship specified in the traineeship agreement or training agreement as follows:

$$7.6 \times 12$$

length of the Traineeship in months

Note 1. 7.6 in the above formula represents the average weekly training time for a full-time trainee whose ordinary hours are 38 per week. A Pro-rata adjustment will need to be made in the case where the relevant award specifies different ordinary time hours. For example, where the ordinary weekly hours are 40, 7.6 will be replaced by 8.

Note 2. The parties note that the traineeship agreement will require a trainee to be employed for sufficient hours to complete all requirements of the traineeship, including the on the job work experience and demonstration of competencies. The parties also note that this would normally result in the equivalent of a full days on the job work per week.

- (e) A part-time trainee shall receive, on a pro-rata basis, all employment conditions applicable to a full-time trainee. All the provisions of this award shall apply to part-time trainees except as specified in this clause.
- (f) A part-time trainee may, by agreement, transfer from a part-time to full-time traineeship position should one become available.
- (g) The minimum engagement periods specified in the relevant awards shall also be applicable to part-time trainees.

#### Example of the Calculation for the Wage Rate for a Part-Time Traineeship

A school student commences a traineeship in Year 11. The ordinary hours of work in the relevant Award are 38. the training agreement specifies two years (24 months) as the length of the traineeship.

Average weekly training time is therefore  $7.6 \times 12/24 = 3.8$  hours.

Trainee Hours totals 15 hours; these are made up of 11 hours work which is worked over two days of the week plus 1 1/2 hours on-the-job approved training plus 2 1/2 hours off-the-job approved training at school and at TAFE.

So the wage rate in Year 11 is:

$\$170 \times 15 - 3.8 = \$62.63$  plus any applicable penalty rates under the relevant Award.

30.4

The wage rate varies when the student completes Year 11 and begins Year 12 and/or if Trainee Hours changes.

VARIATION RECORD  
FURNITURE TRADES INDUSTRY AWARD  
NO. 6 OF 1984

Delivered at 01/02/85 at 65 WAIG 403.

Section 93(6) Consolidation 07/10/88 at 68 WAIG 2587

Section 93(6) Consolidation 09/11/92 at 72 WAIG 2660

Section 93(6) Consolidation 01/02/96 at 76 WAIG 762

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
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**1. Title**

(1A. State Wage Principles)

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

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

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

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

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

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

Del Cl.	609/99	06/07/99	79 WAIG 1847
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## 2. Arrangement

Ins.2A	1045/88	30/09/88	69 WAIG 247
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Ins 50	1538/88	20/03/89	69 WAIG 2417
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Del.2A	1940/89	08/09/89	69 WAIG 2913
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35, Sch.A - titles	1226/90(R2)	27/08/90	70 WAIG 4348
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Cl.	940/91	29/08/91	71 WAIG 3220
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Ins. 1A	1752/91	31/01/92	72 WAIG 191
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Cl.	1596/91	01/07/92	72 WAIG 809
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Ins Sch. B	378/93	28/05/93	73 WAIG 1655
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Ins. 19A	858A/93	26/07/93	73 WAIG 2445
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Ins. 1A	1457/93	24/12/93	74 WAIG 198
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1A. Title	985/94	30/12/94	75 WAIG 23
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51. Title	1313/94	01/05/95	75 WAIG 2175
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1A. Title	1164/95	21/03/96	76 WAIG 911
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Ins. Appendix - Resolution...	693/96	16/07/96	76 WAIG 2768
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Ins. App. - S.49B...	694/96	16/07/96	76 WAIG 2789
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51. Title	753-756/95	05/08/96	76 WAIG 2491
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1A. Title	915/96	7/08/96	76 WAIG 3368
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Cl.	521/97	15/03/97	77 WAIG 1255
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Cl.	761/97	17/06/97	77 WAIG 1982
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1A	940/97	14/11/97	77 WAIG 3177
1A. Title	757/98	12/06/98	78 WAIG 2579
Del 1A.	609/99	06/07/99	79 WAIG 1847

(2A.)

Ins.cl.	1045/88	30/09/88	69 WAIG 247
Del.cl.	1940/89	08/09/89	69 WAIG 2913

### **3. Area**

### **4. Scope**

### **5. Term**

### **6. No Reduction**

### **7. Mixed Functions**

Cl.	940/91	29/08/91	71 WAIG 3220
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### **8. Wages**

Cl.	1045/88	30/09/88	69 WAIG 247
(1)(3)(4)	1538/88	20/03/89	69 WAIG 2417
Min.Wage	1940/89	01/10/89	69 WAIG 2913
Cl.	2457/89(R)	11/01/90	70 WAIG 799



Cl.	1226/90(R2)	27/08/90	70 WAIG 4348
Min. Wage \$268.80	1309 & 1310/91	24/09/91	71 WAIG 2748
Cl.	940/91	29/08/91	71 WAIG 3220
Cl.	1305/91	16/12/91	72 WAIG 314
(3)	414/92	16/06/92	72 WAIG 1335
Min. Wage \$275.50	415A/92	30/11/92	73 WAIG 4
(3)	1500/92	16/12/92	73 WAIG 138
Cl.	858A/93	26/07/93	73 WAIG 2445
(2), (3), (4), (5)	1719/93	10/01/94	74 WAIG 618
(2) & (3)	1313/94	01/05/95	75 WAIG 2175
(2),(3)&(6)	568/96	13/06/96	76 WAIG 2421
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
(6) Min.wage prov	940/97	14/11/97	77 WAIG 3177
(2), (3) & (6)	1248/98	13/08/98	78 WAIG 3814
Rates (2)(a), text added at end of (b), (6) - Min wage 7& 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
(2) (a)	797/02	01/08/02	82 WAIG 1369
Cl.	569/03	5/06/03	83 WAIG 1899 & 2241
(6)(9)	1197/03	1/11/03	83 WAIG 3537
(2)-(6)	1466/02	30/12/03	84 WAIG 251
Cl.	570/04	4/06/04	84 WAIG 1521 & 1767
(3)	1053/04	07/10/04	84 WAIG 3276
Cl.	576/05	07/07/05	85 WAIG 2083, 2446

Cl.	957/05	07/07/06	86 WAIG 1631 & 1981
Cl.	1/07	01/07/07	87 WAIG 1487 & 1868
Cl.	115/07	01/07/08	88 WAIG 773 & 1120
Cl.	1/09	01/10/09	89 WAIG 735 & 1546
Cl.	2/10	01/07/10	90 WAIG 568 & 1008
Cl.	2/11	01/07/11	91 WAIG 1008 & 1421
Cl.	2/12	01/07/12	92 WAIG 1208
Cl.	1/13	01/07/13	93 WAIG 880
Cl.	1/14	01/07/14	94 WAIG 1101
Cl.	1/15	01/07/15	95 WAIG 1088
Cl.	1/16	01/07/16	96 WAIG 938
Cl.	1/17	01/07/17	97 WAIG 1005
Cl.	1/18	01/07/18	98 WAIG 263 & 717
Cl.	1/19	01/07/19	99 WAIG 509 & 1039
Cl.	1/20	01/01/21	100 WAIG 823
Cl.	1/21	01/07/21	101 WAIG 826

#### **9. Payment of Wages**

(1)	2457/89(R)	11/01/90	70 WAIG 799
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#### **10. Leading Hands**

Cl.	1045/88	30/09/88	69 WAIG 247
Cl.	1226/90(R2)	27/08/90	70 WAIG 4348
Cl.	940/91	29/08/91	71 WAIG 3220

Cl.	1719/93	10/01/94	74 WAIG 618
Cl.	1313/94	01/05/95	75 WAIG 2175
Cl.	568/96	13/06/96	76 WAIG 2421
Cl.	1248/98	13/08/98	78 WAIG 3814
Cl	1466/02	30/12/03	84 WAIG 251
Cl	1053/04	07/10/04	84 WAIG 3276

#### **11. Setter Out**

Cl.	1045/88	30/09/88	69 WAIG 247
Cl.	1226/90(R2)	27/08/90	70 WAIG 4348
Cl.	940/91	29/08/91	71 WAIG 3220
Cl.	1719/93	10/01/94	74 WAIG 618
Cl	1466/02	30/12/03	84 WAIG 251
Cl	1053/04	07/10/04	84 WAIG 3276

#### **12. Casual Employees**

Cl.	2457/89(R)	11/01/90	70 WAIG 799
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#### **13. Hours**

(5)	2457/89(R)	11/01/90	70 WAIG 799
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#### **14. Overtime**

(5)	1538/88	20/03/89	69 WAIG 2417
(6) & (7)(a)	2457/89(R)	11/01/90	70 WAIG 799

**15. Meal Money**

(1); (2)	1045/88	30/09/88	69 WAIG 247
Cl.	1226/90(R2)	27/08/90	70 WAIG 4348
(1), (2)	1500/92	16/12/92	73 WAIG 138
(1), (2).	1313/94	01/05/95	75 WAIG 2175
(1),(2).	568/96	13/06/96	76 WAIG 2421
(1), (2)	1248/98	13/08/98	78 WAIG 3814
Cl	1466/02	30/12/03	84 WAIG 251
(1) & (2)	1053/04	07/10/04	84 WAIG 3276

**16. Shifts**

(1) & (2)	2457/89(R)	11/01/90	70 WAIG 799
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**17. Holidays**

(1)(a)	2457/89(R)	11/01/90	70 WAIG 799
(1)(a)	1226/90(R2)	27/08/90	70 WAIG 4348

**18. Annual Leave**

(8)	2457/89(R)	11/01/90	70 WAIG 799
Ins.(9)	1226/90(R2)	27/08/90	70 WAIG 4348

**19. Away from Home and Travelling Time**

(2)	1538/88	20/03/89	69 WAIG 2417
(4)	1226/90(R2)	27/08/90	70 WAIG 4348

Del. (4)	858A/93	26/07/93	73 WAIG 2445
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**19A. Car Allowance**

Ins Cl.	858A/93	26/07/93	73 WAIG 2445
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(3)	1719/93	10/01/94	74 WAIG 618
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(3)	1313/94	01/05/95	75 WAIG 2175
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(3)	568/96	13/06/96	76 WAIG 2421
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Cl	1466/02	30/12/03	84 WAIG 251
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(3)	1053/04	07/10/04	84 WAIG 3276
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**20. Contract of Service**

Cl.	1596/91	01/07/92	72 WAIG 809
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**20A. Redundancy**

Ins.	1596/91	01/07/92	72 WAIG 809
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**21. Grinding Time**

**22. Under-Rate Employees**

**23. Piecework**

**24. Interviewing Employees and Inspection of Premises**

Ins. Text	2053(1)/97	22/11/97	77 WAIG 3138
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**25. Posting of Union Notices**

**26. Junior Employees**

**27. Junior Employees Certificate**

**28. Cleaning of Hands**

**29. Record**

Ins (5)	1538/88	20/03/89	69 WAIG 2417
Ins text.(4)	491/98	16/04/98	78 WAIG 1471

**30. Clock**

**31. Breakdown**

**32. Board of Reference**

**33. Definitions**

(13)	1538/88	20/03/89	69 WAIG 2417
(19)	1226/90(R2)	27/08/90	70 WAIG 4348
(15),(16); Ins. (20)-(25)	858A/93	26/07/93	73 WAIG 2445

#### **34. Apprentices**

CI	1466/02	30/12/03	84 WAIG 251
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(35. Absence through Sickness)

#### **35. Sick Leave**

title; (3)	1226/90(R2)	27/08/90	70 WAIG 4348
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#### **36. Rest Period and Meal Break**

#### **37. Long Service Leave**

#### **38. Part-Time Employees**

#### **39. Protective Clothing**

#### **40. Dirt or Dust Money**

(2)	940/91	29/08/91	71 WAIG 3220
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(2)	1719/93	10/01/94	74 WAIG 618
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CI	1466/02	30/12/03	84 WAIG 251
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(2)	1053/04	07/10/04	84 WAIG 3276
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#### **41. Compassionate Leave**

#### **42. Special Rates and Conditions**

(3) & (4)	1045/88	30/09/88	69 WAIG 247
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(1)	1538/88	20/03/89	69 WAIG 2417
Cl.	1226/90(R2)	27/08/90	70 WAIG 4348
Cl.	940/91	29/08/91	71 WAIG 3220
Cl	1466/02	30/12/03	84 WAIG 251
(1)(a), (2)-(4)	1053/04	07/10/04	84 WAIG 3276

#### **43. Provision of Appliances**

#### **44. Jury Service**

#### **45. First Aid Equipment**

Cl.	858A/93	26/07/93	73 WAIG 2445
(2)	1248/98	13/08/98	78 WAIG 3814
Cl	1466/02	30/12/03	84 WAIG 251
(2)	1053/04	07/10/04	84 WAIG 3276

#### **46. Location Allowance**

(1),(13)	834/89	01/07/89	69 WAIG 3217
Cl.	778/90	01/07/90	70 WAIG 2995
Cl.	1049/91	01/07/91	71 WAIG 2753
Cl.	851/92	01/07/92	72 WAIG 2498
Cl.	943/93	01/07/93	73 WAIG 1989
Cl.	714/94	01/07/94	74 WAIG 1869
Cl	641/95	01/07/95	75 WAIG 2125



Cl.	911/96	01/07/96	76 WAIG 3365
Cl.	1400/97	01/07/97	77 WAIG 2547
Cl.	975/98	01/07/98	78 WAIG 2999
Cl.	690/99	01/07/99	79 WAIG 1843
Cl.	1050/00	01/08/00	80 WAIG 3153
Cl.	718/01	01/08/01	81 WAIG 1559
Cl.	686/02	01/07/02	82 WAIG 1185
Cl.	570/03	01/07/03	83 WAIG 1657
Cl.	696/04	01/07/04	84 WAIG 2145
Cl.	458/05	01/07/05	85 WAIG 1893
Cl.	59/06	01/07/06	86 WAIG 1471
Cl.	53/07	01/07/07	87 WAIG 2435
Cl.	9/08	01/07/08	88 WAIG 689
Cl.	24/09	01/07/09	89 WAIG 729
Cl.	24/09	01/07/09	89 WAIG 2483
Cl.	117/10	01/07/10	90 WAIG 561
Cl.	24/11	01/07/11	91 WAIG 995
Cl.	6/12	01/07/12	92 WAIG 725
Cl.	7/13	01/07/13	93 WAIG 461
Cl.	11/14	01/07/14	94 WAIG 669
Cl.	118/15	01/07/15	95 WAIG 700
Cl.	15/16	01/07/16	96 WAIG 631
Cl.	20/17	01/07/17	97 WAIG 585
Cl.	20/18	01/07/18	98 WAIG 415

Cl.	24/19	01/07/19	99 WAIG 615
Cl.	10/20	01/07/20	100 WAIG 443
Cl.	2/21	01/07/21	101 WAIG 455

#### **47. Maternity Leave**

#### **48. Grievance/Dispute Settling Procedure**

#### **49. Superannuation**

Ins.Cl..	510/88	08/08/88	68 WAIG 1770
(2)(a)	1637/88	01/02/89	69 WAIG 2727
(2)(g)	1637/88	17/07/89	69 WAIG 2727
(2); (3)(c)	709/90	13/07/90	70 WAIG 2693
Ins.(1)(d)	1177/88	10/07/90	70 WAIG 2693
(2)(a),(g)	413/92	01/06/92	72 WAIG 2575
(2)	858A/93	26/07/93	73 WAIG 2445
(2)(a)	605/94	01/08/94	74 WAIG 1927
Ins. Text	599/98	30/06/98	78 WAIG 2559

#### **50. Notification of Change**

Ins Cl	1538/88	20/03/89	69 WAIG 2417
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#### **(51. Structural Efficiency)**

Ins. Cl.	940/91	29/08/91	71 WAIG 3220
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Cl. & Title	1313/94	01/05/95	75 WAIG 2175
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(51. Enterprise Flexibility )

Cl. & Title	753-756/95	05/08/96	76 WAIG 2491
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**51. Structural Efficiency**

**52. Training**

Ins. Cl.	940/91	29/08/91	71 WAIG 3220
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**53. AVTS Pilot - Floor Finishing and Covering**

Ins. Cl.	521/97	15/03/97	77 WAIG 1255
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**54. National Training Wage**

Ins. Cl.	761/97	17/06/97	77 WAIG 1982
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(Schedule "A" - Industries and Respondents.)

**Schedule "A" - Industries and List of Respondents.**

Cl. & title	1226/90(R2)	27/08/90	70 WAIG 4348
Del. Resp	76/80 Pt.12	09/07/91	71 WAIG 2157
Del. Resp. (Correct.Ord.)	76/80 Pt.12	30/07/91	71 WAIG 2202
Sch.	858A/93	26/07/93	73 WAIG 2445
Del. Resps	76/80pt111	27/01/98	78 WAIG 733
Del. Resps	76/80pt171	30/04/98	78 WAIG 1883
Del. Resp	21/2006	2/3/2006	86 WAIG 519

**Schedule "B" - Parties to the Award**

Ins. Sch.	378/93	28/05/93	73 WAIG 1655
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(Appendix - Resolution of Disputes Requirements)

Ins. Appendix	693/96	16/07/96	76 WAIG 2768
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Title & position	761/97	17/06/97	77 WAIG 1982
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**Appendix 1 - Resolution of Disputes Requirements**

CI	2053/97	22/11/97	77 WAIG 3079
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(Appendix - S.49B - Inspection Of Records Requirements)

Ins. App.	694/96	16/07/96	76 WAIG 2789
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Rename Appendix	761/97	17/06/97	77 WAIG 1982
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**Appendix II - S.49B - Inspection Of Records Requirements**

Ins. Text	2053(1)/97	22/11/97	77 WAIG 3138
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Appendix	491/98	16/04/98	78 WAIG 1471
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**Appendix III - National Training Wage**

Ins. Appendix	761/97	17/06/97	77 WAIG 1982
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App. (Correction)	752/01	01/08/01	83 WAIG 1862
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Append.	569/03	5/06/03	83 WAIG 1899 & 2241
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Append.	570/04	4/06/04	84 WAIG 1767
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Append.	576/05	07/07/05	85 WAIG 2083, 2446
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Append.	957/05	07/07/06	86 WAIG 1631 & 1981
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Append.	1/07	01/07/07	87 WAIG 1487 & 1868
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Append.	115/07	01/07/08	88 WAIG 773 & 1120
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Append.	1/09	01/10/09	89 WAIG 735 & 1546
Append.	2/10	01/07/10	90 WAIG 568 & 1008
Append.	2/11	01/07/11	91 WAIG 1008 & 1421
Append.	2/12	01/07/12	92 WAIG 1208
Append.	1/13	01/07/13	93 WAIG 880
Append.	1/14	01/07/14	94 WAIG 1101
Appendix.	1/15	01/07/15	95 WAIG 1088
Appendix.	1/16	01/07/16	96 WAIG 938
Appendix.	1/17	01/07/17	97 WAIG 1005
Appendix.	1/18	01/07/18	98 WAIG 263 & 717
Appendix.	1/19	01/07/19	99 WAIG 509 & 1039
Appendix.	1/20	01/01/21	100 WAIG 823
Appendix.	1/21	01/07/21	101 WAIG 826