

# Gardeners (Government) 1986 Award No. 16 of 1983

## 1. - TITLE

This award shall be known as the Gardeners (Government) 1986 Award No. 16 of 1983 and replaces the following awards:-

- (1) Gardeners (Education Department) Award No. 46 of 1968.
- (2) Mowing & Gardening Services (Public Works Department) Award No. 30 of 1969.
- (3) Groundsmen (Department of Agriculture) Award No. 35 of 1981.
- (4) Zoological Gardens Employees Award No. 29 of 1969 (as it relates to Gardening and Ground Employees).
- (5) Municipal Employees (Kings Park Board and Others) Outside Workers Award No. 12 of 1972 as it relates to employees of -
  - (a) University of Western Australia.
  - (b) Murdoch University
  - (c) West Australian Institute of Technology.

## 1B. - MINIMUM ADULT AWARD WAGE

- (1) No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.
- (2) The minimum adult award wage for full-time employees aged 21 or more working under an award that provides for a 38-hour week is \$779.00 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 \$779.00 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 2021.

- (3) The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case Decisions.
- (4) Unless otherwise provided in this clause adults aged 21 or more employed as casuals, part-time employees or piece workers or employees who are remunerated wholly on the basis of payment by result, shall not be paid less than pro rata the minimum adult award wage according to the hours worked.
- (5) Employees under the age of 21 shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award (if applicable) to the minimum adult award wage, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.
- (6) The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or government approved work placement programs or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.

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

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

(a) Apply to all work in ordinary hours.

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

(9) Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2021 State Wage order decision. Any increase arising from the insertion of the minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

(10) Adult Apprentices

(a) Notwithstanding the provisions of this clause, the minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for a 38-hour week is \$665.60 per week.

(b) The minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for other than a 38-hour week is calculated as follows: divide \$665.60 by 38 and multiply by the number of ordinary hours prescribed for a full-time apprentice under the award.

(c) The minimum adult apprentice wage is payable on and from the commencement of the first pay period on or after 1 July 2021.

(d) Adult apprentices aged 21 years or more employed on a part-time basis shall not be paid less than pro rata the minimum adult apprentice wage according to the hours worked.

(e) The rates paid in the paragraphs above to an apprentice 21 years of age or more are payable on superannuation and during any period of paid leave prescribed by this award.

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

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### 3. - AREA AND SCOPE

This award shall apply throughout the State of Western Australia to all employees employed by the respondents to this award in connection with mowing and gardening, and the establishment and/or maintenance of all manner of grounds, gardens, lawns, ovals, propagation, landscaping and horticulture.

### 4. - TERM

This award shall operate from the beginning of the first pay period commencing on or after the 14th day of May, 1986 and shall remain in force until 31st day of December, 1986.

### 5. - DEFINITIONS

- (1) "Casual Employee" shall mean an employee engaged for a period of less than one month.
- (2) Part Time Employee shall mean an employee engaged on a weekly contract of service for less ordinary hours per week than those prescribed in Clause 7. - Hours.
- (3) Rostered Employee shall mean an employee who is rostered to work day shifts over any 7 days of the week.
- (4) Shift Employee shall mean an employee who is rostered to work outside the ordinary hours of work as per subclause (1) Clause 7. - Hours.
- (5) Union shall mean United Voice WA.
- (6) "Gardener/Ground Attendant Grade 2" shall mean an employee whose principal duties shall consist of tending a garden or portion of a garden and who works under the direction of a Senior Gardener/Ground Attendant. This employee to operate an incinerator as required.
- (7) "Gardener/Ground Attendant Grade 1" shall mean an employee who is required to carry out the following duties, in addition to the duties stated for Gardener/Ground Attendant Grade 2.

- (a) An employee in charge of a garden, section, school or schools who is working on his/her own.

For the purpose of subclause (a) of this definition where a primary school is adjacent to a junior primary school or a pre-primary centre, both schools may be counted as one; or

- (b) An employee with at least 6 months experience working under the direction of a Senior Gardener/Ground Attendant, or higher classification, whose principal duties consist of one or more of the following duties:

- (i) Tending a plant nursery;
- (ii) Maintenance and marking out of tennis courts;
- (iii) Maintenance and marking out of playing fields;
- (iv) Mowing of lawns for not more than 20% average of the Hours as referred to in Clause 7. - Hours of this award.

- (8) Horticulturist Certificated shall mean an employee appointed as such who has a Certificate in Horticulture from Bentley Technical College or other equivalent qualification.

- (9) Maintenance Person shall mean an employee whose principal duties consist of maintenance and minor repairs to any external fittings, equipment or outdoor furniture.

- (10) Rider Mower Operator shall mean an employee whose principal duties consist of the operation and daily maintenance of self propelled mowers of the ride on type. These ride on mowers may or may not have power operated attachments.

- (11) Rider Mower Operator, In Charge of Vehicle shall mean an employee who is in charge of a lawnmowing round and who uses a vehicle for transport from job to job.

- (12) "Senior Gardener/Ground Attendant" shall mean an employee appointed as such who is:

- (a) Placed in charge of a major government establishment or establishments (including high schools); and
- (b) Placed in charge of playing fields, watering operations, mowing operations and has Gardener/Ground Attendant Grades 1 or 2 under his/her direct supervision.

Provided that if a Senior Gardener/Ground Attendant is placed in charge of five or more employees the appropriate Leading Hand allowance shall be paid.

- (13) Senior Maintenance Person shall mean an employee appointed as such who may be required to relieve the Maintenance Foreperson for all absences of one week or less.

- (14) Senior Mower Operator (BMA) shall mean an employee appointed as such and who is placed in charge of a section of the mowing operations.

- (15) Tractor Mower Operator shall mean an employee who operates a Tractor drawn lawn mower licenced to travel on public roads.

- (16) "Tradesperson Gardener (Horticulture)" shall mean an employee who is appointed as such and who has completed an apprenticeship and who has completed the Certificate of Trade Studies (Horticulture) through the Technical Education Division of the Education Department of Western Australia, or other equivalent tertiary qualification.

- (17) Walk Mower Operator shall mean an employee whose principal duties consist of the operation and daily maintenance of a motor powered walk mower, either Rotary or Roller type.

- (18) Walk Mower Operator I/C Vehicle Grade 1 shall mean an employee who in addition to mowing carries out garden maintenance at minor Government establishments.
- (19) Walk Mower Operator I/C Vehicle Grade 2 shall mean an employee in charge of a mowing round.
- (20) Commission shall mean the Western Australian Industrial Relations Commission established by the Industrial Relations Act, 1979, as amended by the Acts Amendment-Repeal (Industrial Relations) Act (No 2) 1984, No 94 of 1984.
- (21) "Foreperson Grade 1" shall mean a person appointed as such, who is required to hold a Certificate of Horticulture from Bentley Technical College or other equivalent qualifications and who is placed in charge of one or more Horticulturists and or one or more Leading Hands, and or one or more Senior Gardeners.
- (22) "Foreperson Grade 2" shall mean a person appointed as such who is not required to hold Certificate in Horticulture from Bentley Technical College or other equivalent qualifications, and who is placed in charge of one or more Leading Hands, and or one or more Senior Gardeners.

#### 6. - CONTRACT OF EMPLOYMENT

- (1) An employee shall not leave the service of the employer except upon the expiry of seven days' notice of his intention to do so, given in writing to the employer by the employee, unless the employer otherwise approves.
- (2) An employee shall not be terminated from the service of the employer except upon the expiry of seven days' notice of dismissal given in writing to the employee by the employer and the reasons for termination shall be stated in that notice.
- (3) In lieu of giving the notices as prescribed in subclauses (1) and (2) the employer may pay, or the employee may forfeit, a week's payment as the case may be.
- (4) The provisions of subclause (2) of this clause do not apply with respect of an employee who is dismissed summarily for misconduct, and in such cases wages shall be paid up to the time of dismissal only.
- (5) The provisions of subclauses (1), (2), (3) and (4) of this clause do not apply to a casual employee.
- (6) (a) The employer may deduct payment for any day or portion of a day on which an employee cannot be usefully employed because of a strike by the Organisation or Associations party to this Award.
- (b) Where wages are calculated in advance of the accrual period and the employee has been paid for time for which he is not entitled under paragraph (a) of this subclause, the amount to which he is not entitled may be deducted from the first possible subsequent pay of the employee concerned.
- (7) (a) All casual employees shall be entitled to payment for a minimum period of 2 hours.
- (b) Subject to paragraph (a) hereof the engagement of a casual employee may be terminated at any time and all wages due shall be paid at the termination of such engagement or as soon as practicable thereafter.
- (8) An employer may direct an employee to carry out such duties as are within the limits of the employees skill, competence and training, including work which is incidental or peripheral to the employee's main tasks or functions.

#### 7. - HOURS

- (1)
  - (a) Except as otherwise provided in this clause, the ordinary hours of work shall be 38 per week and shall be worked between the hours of 6.00 a.m. and 6.00 p.m. Monday to Friday provided that any change in the actual hours worked is in accordance with subclause (5) of this clause.
  - (b) Ordinary hours shall be worked within a 20-day cycle of eight hours on the first 19 days in each cycle with 0.4 of one hour of each such day worked accruing as an entitlement to take the 20th day in each cycle as a paid day off as though worked.
- (2)
  - (a) The ordinary hours of work for rostered employees shall not exceed an average of 38 per week over a roster cycle and shall be worked between the hours of 6.00 a.m. and 6.00 p.m. on any seven days of the week provided that any change in the actual hours worked shall be in accordance with subclause (5) of this clause.
  - (b) The length of the cycle during which the ordinary hours may be worked to give an average of 38 shall be determined by agreement between the employer and the union or failing agreement by a Board of Reference.
  - (c) Rostered employees shall be entitled to a total of twelve paid days' off in every twelve months in accordance with subclause (4) of Clause 8. - Rostered Day Off (38 Hour Week).
- (3) Each employee referred to in subclause (2) of this clause shall, in every seven consecutive days, be granted two consecutive days off duty, provided that this subclause shall be deemed to be complied with if the employee is granted the equivalent of six days off duty in every period of three weeks.
- (4) Each employee shall be allowed a meal break between the hours of 11.00 a.m. and 2.00 p.m. Provided that such meal break shall not be less than one-half hour nor more than one hour.
- (5) Any change in rostering arrangements will be designed to improve productivity, efficiency and cost effectiveness in the workplace.
  - (a) Any proposed roster variations for each site or subsite shall be explained to the employees concerned and to the Union who will consider them.
  - (b) The affected parties (i.e. site management and employees) will then consult with each other with a view to agreeing to the proposed roster.
  - (c) Where agreement cannot be reached, the issues will be referred to the Western Australian Industrial Relations Commission for conciliation and, if necessary, arbitration.

#### 8. - ROSTERED DAY OFF (38 HOUR WEEK)

- (1) The rostered day off provided for in subclauses (1) and (2) of Clause 7. - Hours of this award, shall be observed to suit the circumstances of the employer concerned. Subject to subclause (3) of this clause, the rostered day off will normally be the first or last working day of the working week.
- (2) The calendar year will be divided into thirteen, twenty day work cycles. During the year employees will be required to take one period of their annual leave to include the rostered day off duty for that particular work cycle. There will be no additional pay or leave in lieu of that rostered day off. Employees who have additional leave in lieu will only lose one rostered day off duty while on annual leave. (Employees retain 12 R.D.O.'s per year).
- (3) Where to meet the needs of the employer, an employee is required to work on his rostered day off as provided for in subclause (1) or (2) of Clause 7. - Hours of this award, and no overtime will be paid and that employee will be re-rostered for another day off duty within ten working days. The re-rostered day will be the first or last working day of the working week unless another day is agreed between the parties.
- (4) Employees who work a three week roster will be rostered off duty on 3 occasions in a 12 week cycle. The rostered days off shall be on a Friday preceding the normal rostered weekend off duty and shall occur after 3 weeks, 3 weeks and 6 weeks.

- (5) The employer is responsible for the preparation and maintenance of the roster.
- (6) There will be no rostered day off duty applicable to employees whilst on long service leave nor any credit accumulated for such periods of leave.
- (7) An employee who is rostered off duty on a particular day will not be entitled to claim either sick leave or compassionate leave in substitution for such rostered day off.
- (8) An employee on workers compensation:
  - (a) For a period of less than one complete 20 day work cycle shall accrue time towards a rostered day off.
  - (b) For periods of one or more complete 20 day work cycle shall not accrue time towards a rostered day off.
  - (c) For a period of less than one complete 20 day work cycle and a rostered day off falls within the period, the employee will not be re-rostered for an additional day off.
  - (d) For periods of one or more complete 20 day work cycle no Rostered Day Off is accrued.
- (9) An employee shall accrue an entitlement of 24 minutes per day whilst on sick leave towards his rostered day off. However, his sick leave entitlement will be debited by 8 hours.
- (10) No Higher Duties Allowances will be payable to employees covered by this Award when required to act in another position whilst the permanent occupant is on a rostered day off duty.
- (11) There will be no entitlement to payment for time accrued towards a rostered day off on either termination or dismissal, nor will there be any requirement to accumulate a full credit prior to being entitled to a rostered day off.
- (12) Overtime provisions will not apply until after 8 hours have been worked on each day, or in the case of part time employees until after the hours normally worked on that day.
- (13) Implementation of the 38 hour week for full time employees shall be applied to part time employees on a proportionate basis, provided that an employee who at the completion of a 20 day work cycle, has not accrued sufficient hours to enable the employee to take a day off at their normal working hours, will continue to work past the 20 day work cycle until sufficient hours have accrued to enable the employee to take a day off at their normal working hours.
- (14) Any dispute concerning rosters shall be referred to a meeting of the employer and the Union concerned.
- (15) There will be no rostered days off duty applicable to employees whilst on leave without pay.
- (16) The provisions of this clause do not apply to casual employees.

#### 9. - MEAL TIMES AND BREAKS

- (1) An employee shall not work for more than five hours without a break for a meal. Such meal break shall not be less than 30 minutes nor more than one hour, to be taken as mutually arranged between the employer and the employee.
- (2) A Morning Tea break of 7.5 minutes duration shall be allowed for full time employees without deduction of pay and shall be counted as time worked.

The employer shall set the time for the break to be taken but as far as possible shall meet the wishes of the employee.

- (3) Where an employee is directed to carry out duties during the customary meal period and that meal period is postponed for more than 30 minutes, the employee shall be paid at overtime rates until such meal break is taken.

#### 10. - PUBLIC HOLIDAYS

- (1) The following days or the days observed in lieu shall, subject as hereinafter provided, be allowed as holidays without deduction of pay, namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day: Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in this subclause.
- (2) When any of the days mentioned in subclause (1) of this clause falls on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday or when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.
- (3) When any of the days observed as a holiday under this clause falls during an employee's annual leave, the employee shall, for each such day, be allowed a day's leave with pay to be taken immediately after completion of that annual leave.
- (4) (a) An employee who, on a day observed as a holiday under this clause, is required to work during his ordinary hours of work shall be paid for the time worked at the rate of double time and one-half.
- (b) Provided that in lieu of the foregoing provisions in paragraph (a) and subject to agreement between the Employer and the Employee, work performed on a Public Holiday may be paid for at the rate of time and one-half and in addition the employee shall be allowed one day's leave with pay to be taken at a mutually agreeable time.
- (5) When an employee is absent on leave without pay, sick leave without pay or worker's compensation, any day observed as a holiday on a day falling during such absence shall not be treated as a paid holiday. Where an employee is on duty or available on the whole of the working day immediately preceding a holiday, or resumes duty or is available on the whole of the working day immediately following a day observed as a holiday under this clause, the employee shall be entitled to be paid for such holiday.
- (6) Where -
- (a) a day is proclaimed as a public holiday or as a public half-holiday under section 7 of the Public and Bank Holidays Act 1972; and
- (b) that proclamation does not apply throughout the State or to the metropolitan area of the State.
- that day shall be a whole holiday or, as the case may be, a half holiday for the purposes of this award within the district or locality specified in the proclamation.
- (7) The provisions of this clause do not apply to casual employees.

#### 11. - CONDITIONS AND ALLOWANCES

The provisions of the Miscellaneous Government Conditions and Allowances Award No. A4 of 1992 shall apply mutatis mutandis to all employees covered by this award.

#### 12. - OVERTIME

- (1) (a) The provisions of this subclause apply to all employees other than casual employees, rostered employees and shift employees.



- (b) All time worked in excess of or outside of the rostered ordinary hours of duty shall be paid at the rate of time and one-half for the first two hours and double time thereafter. Provided that all time worked after midday Saturday and on Sundays shall be paid for at the rate of double time and on public holidays at the rate of double time and one-half.
  - (c) In computing overtime each day shall stand alone but when an employee works overtime which continued beyond midnight on any day, the time worked after midnight shall be deemed to be part of the previous day's work for the purpose of this subclause.
- (2) When an employee without being notified on the previous day or earlier is required to continue working after his usual knock off time for more than two hours, the employee shall be provided with a meal or be paid \$13.15 in lieu thereof.
  - (3) An employee shall not be required to work for more than five hours without a break for a meal.
  - (4) (a) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.  
(b) No organisation, party to this award, or employee or employees covered by this award, shall in any way, whether directly or indirectly, be party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.
  - (5) In the calculation of overtime rates, each day shall stand alone. Provided that when an employee continues working beyond midnight on any day, the hours worked after midnight shall be counted as part of the previous day's work for the purpose of calculating the rates to be paid.
  - (6) Call Back Overtime  

An employee recalled to work, after leaving the place of work, upon completion of the ordinary rostered hours of work shall be paid a minimum of three hours at the appropriate overtime rates.

Time reasonably spent getting to and from work shall be counted as time worked.
  - (7) Rostered Overtime  

An employee who is required to work standalone overtime as rostered or who is notified on the previous day or earlier of the requirement to work overtime shall be paid as per subclause (1).
  - (8) (a) By agreement between the employer and employee, time off in lieu of payment for overtime may be granted proportionate to the payment to which he/she is entitled. Such time off is to be taken in unbroken periods according to each period of overtime worked.  
(b) The actual period of time off may be accrued and taken at a time agreed between the employer and employee concerned.

### 13. - ANNUAL LEAVE

- (1) Except as hereinafter provided a period of four consecutive weeks' leave shall be allowed to an employee, by his employer after each period of twelve months' continuous service with such employer.
- (2) The employee shall be paid for any period of annual leave prescribed by the clause at the ordinary rate of wage the employee has received for the greatest proportion of the calendar month prior to taking the leave and in the case of rostered employees, that rate of wage shall include the weekend penalties the employee would have received had the employee not proceeded on annual leave.

Where it is not possible to calculate the weekend penalties, the employee would have received, the employee shall be paid at the rate of the average of such payments made each week over the four weeks prior to taking the leave.

- (3) An employee may, with the approval of the employer, be allowed to take the annual leave prescribed by this clause before the completion of twelve months' continuous service as prescribed by subclause (1) of this clause.

Provided that when an employee has proceeded on leave prior to the completion of the twelve months' continuous service the loading prescribed in subclause (9) shall be paid on a pro rata basis.

- (4) Subject to as hereinafter provided:

(a) If after one month's continuous service in any qualifying twelve monthly period an employee lawfully terminates his service, or his employment is terminated by the employer through no fault of the employee, the employee shall be paid 2.92 hours or in the case of employees provided for in subclause (7) of this clause, 3.65 hours in respect of each completed week of continuous service in that qualifying period.

(b) If the services of an employee terminates and the employee has taken a period of leave in accordance with subclause (3) of this clause, and if the period of leave so taken exceeds that which would become due pursuant to paragraph (a) of this subclause, the employee shall be liable to repay an amount representing the difference between the amount received by the employee for the period of leave taken in accordance with subclause (3) of this clause and the amount which would have accrued in accordance with paragraph (a) of this subclause. The employer may deduct this amount from monies due to the employee by reason of the other provisions of this award at the time of termination.

(c) In addition to any payment to which employees may be entitled under subclause (4) of this clause, an employee whose employment terminates after completion of a twelve-month qualifying period and who has not been allowed the leave prescribed under this award in respect of that qualifying period, shall be given payment as prescribed in subclauses (2) and (9) of this clause, in lieu of that leave unless they have been justifiably dismissed for misconduct and the misconduct for which they have been dismissed occurred prior to the completion of that qualifying period.

- (5) When gardening work is closed down for the purpose of allowing annual leave to be taken, employees with less than a full year's service shall only be entitled to payment during such period for the number of days leave due to them.

Provided that nothing herein contained shall deprive the employer of his right to retain such employees during the close down period as may be required.

- (6) Annual leave may be taken in more than one period of leave, by mutual agreement between the employer and employee.

- (7) Shift employees shall be allowed one week's leave in addition to that prescribed in subclause (1) of this clause with respect to each period of twelve months continuous service.

- (8) When computing the annual leave due under this clause, no deduction shall be made from such leave in respect of the period an employee is on annual leave, long service leave, observing a public holiday prescribed by this award, absent through sickness with or without pay except for that portion of an absence that exceeds three months, or absent on workers' compensation, except for that portion of an absence that exceeds six months in any year.

- (9) Annual Leave Loading:

(a) An employee shall be paid a loading of 17.5 percent calculated on the rate as prescribed in subclause (2) of this clause.

(b) The loading prescribed in this subclause shall not apply to proportionate leave on termination.

- (c) The loading prescribed in this subclause shall be payable on retirement, provided the employee is over 55 years of age.
- (10) The provisions of this clause shall not apply to casual employees.

#### 14. - SICK LEAVE

- (1) (a) An employee shall be entitled to payment for non-attendance on the grounds of personal ill health or injury for 1/6th of a week's pay for each completed month of service.
  - (b) Payment hereunder may be adjusted at the end of each accruing year, or at the time the employee leaves the service of the employer in the event of the employee being entitled by service subsequent to the sickness in that year to a greater allowance than that made at the time the sickness occurred.
- (2) The unused portion of the entitlement prescribed in subclause (1) hereof in any accruing year shall be allowed to accumulate and may be availed of in the next or any succeeding year.
- (3) In order to acquire entitlement to payment in accordance with this clause the employee shall as soon as reasonably practicable advise the employer of his inability to attend for work, the nature of his illness or injury and the estimated duration of the absence. Provided that such advice other than in extraordinary circumstances shall be given to the employer within 24 hours of the commencement of the absence.
- (4) No employee shall be entitled to the benefit of this clause unless he produces proof to the satisfaction of the employer or his representative of such sickness provided that the employer shall not be entitled to a medical certificate for absences of less than three consecutive working days unless the total of such absences exceeds five days in any one accruing year.
- (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 such employee is absent on annual leave, such 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 the employee was so confined. Provided that the provisions of this paragraph do not relieve the employee of the obligation to advise the employer in accordance with subclause (3) of this clause if the employee is unable to attend for work on the working day next following the period of annual leave.
- (c) Replacement of paid annual leave by paid sick leave shall not exceed the period of paid sick leave to which the employee was entitled at the time the employee proceeded on annual leave and shall not be made with respect to fractions of a day.
- (d) Where paid sick leave has been granted by the employer in accordance with paragraph (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid sick leave is hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the employee, or failing agreement, shall be added to the employee's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions of Clause 13. - Annual Leave of this Award.
- (e) Payment for replaced annual leave shall be at the rate of wage applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in Clause 13. - Annual Leave shall be deemed to have been paid with respect to the replaced annual leave.
- (6) 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 illness or injury is the result of the employee's own misconduct.

(7) The provisions of this clause do not apply to casual employees.

### 15. - LONG SERVICE LEAVE

The conditions governing the granting of long service leave to Government wages employees generally shall apply to employees covered by this award.

### 16. - FIRST AID - KITS AND ATTENDANTS

- (1) The employer shall provide at each depot an adequate first aid kit for the use of the employees in case of accident, and such first aid kit shall be kept renewed and in proper condition.
- (2) The employer shall, wherever practicable and where there are two or more employees, appoint an employee holding current first aid qualifications from St John Ambulance or similar body to carry out first aid duty at all works or depots where employees are employed. Such employees so appointed in addition to first aid duties, shall be responsible under the general supervision of the supervisor or foreperson for maintaining the contents of the first aid kit, conveying it to the place of work and keeping it in a readily accessible place for immediate use.

Employees so appointed shall be paid the following rates in addition to their prescribed rate per day:

Qualified Attendant	\$ Per Day
10 employees or less	1.85
In excess of 10 employees	2.85

- (3) At Education Establishments where the First Aid Attendant is appointed from the teaching or clerical staff, the First Aid Kit will be available for the use of employees covered by this award.

### 17. - SANITARY FACILITIES AND SHELTER SHEDS

- (1) The employer shall, wherever practicable, provide suitable facilities for employees if such are not readily available to employees, or make other suitable arrangements for employees to have access to sanitary facilities.
- (2) Where practicable, suitable dressing accommodation shall be provided by the employer where employees may change their clothes. Tools and appliances shall not be kept in the dressing room.
- (3) Employees shall be permitted to eat their meals in a convenient and clean place, protected from the weather, and each employee shall remove all litter and foodstuffs after use.
- (4) Facilities for boiling water shall be available for the use of employees.

### 18. - UNIFORMS AND PROTECTIVE CLOTHING

- (1) Where an employee is required by his employer to wear a uniform in the performance of his duties, the said uniform shall be supplied free of charge.
- (2) The employee shall be responsible for the laundering of any such uniforms so supplied.
- (3) Where in the opinion of the employer the work is of such a nature that some form of protective clothing is necessary, the employer shall issue such protective clothing and the employee shall use such protective clothing as supplied.
- (4) Any employee who is required to work in the rain shall be supplied with suitable protective clothing by the employer, without charge.

- (5) The equipment supplied pursuant to subclauses (1) and (3) of this clause shall remain the property of the employer. The loss of such articles due to any cause arising out of the neglect or misuse by the employee, shall be a charge against the wages of the employee, provided that no charge shall be made in respect of reasonable wear and tear.
- (6) Where in the event of no agreement being arrived at in respect of subclause (3) of this clause, the matter may be referred to the Board of Reference for determination.

#### 19. - RIGHTS AND PRIVILEGES

Any employee who may be at the date of this award, in receipt of a higher rate of pay for his particular class of work than is herein prescribed, or in receipt of any allowance other than herein provided, shall not suffer by reason of this award any loss of privilege or allowance.

#### 20. - TRANSPORTATION OF EMPLOYEES

Where practicable, the employer shall, when required to transport employees to and from a job from headquarters or a depot, provide suitable seating within a vehicle.

#### 21. - UNDER RATE EMPLOYEES

- (1) Any employee who by reason of old age or infirmity is unable to earn the Award 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 as established by Section 48 of the Western Australian Industrial Relations Act.
- (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.

#### 22. - JUNIOR EMPLOYEES

Junior employees may be employed by any of the respondents hereof in the callings of Gardener/Ground Attendant and Labourer.

#### 23. - APPRENTICES

- (1) Subject to the provisions of this Clause, the Apprenticeship Regulations as amended from time to time are incorporated in and form part of this award.
- (2) Apprentices may be taken to the trade of Horticulture in one of the following branches:
  - (a) Gardening
  - (b) Landscape gardening
  - (c) Turf Management
  - (d) Nursery Attendant
- (3) Apprentices may be taken in the ratio of one apprentice for every two or fraction of two tradespersons or Horticulturalist (Diplomat), and shall not be taken in excess of the ratio unless:
  - (a) The Union agrees; or

- (b) The Commission so determines after receiving a report from the appropriate Apprenticeship Advisory Board; or
- (c) The Commission so determines pursuant to Regulation 39 of the Apprenticeship Regulations.

24. - HIGHER DUTIES

- (1) Subject to subclause (10) of Clause 8. - Rostered Day Off (38 Hour Week), when an employee is called upon to perform work for which a higher rate than his ordinary classification is prescribed for two hours or more in any one day, such employee shall be paid the higher rate for the day.
- (2) There shall be no reduction in conditions for any employee that may be required to perform duties, on a temporary basis, of a lower classification than his ordinary classification.

25. - WAGES

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

PART A - ALL EMPLOYEES EXCEPT THOSE EMPLOYED BY THE MINISTRY OF EDUCATION

	Base Rate \$	Arbitrated Safety Net Adjustments \$	Minimum Award Wage \$
(a) Level One			
Comprehends the following classes of work			
Gardener/Ground Attendant (Grade 2)			
Labourer (Maintenance and General)			
Mower Operator (Walk Mower)			
1st year of employment	372.70	459.80	832.50
2nd year of employment	376.50	460.30	836.80
3rd year of employment and thereafter	380.60	460.80	841.40
Level Two			
Comprehends the following classes of work			
Assistant on Rubbish Vehicle			
Gardener/Ground Attendant (Grade 1)			
1st year of employment	377.30	460.40	837.70
2nd year of employment	381.30	460.80	842.10
3rd year of employment and thereafter	385.10	461.40	846.50
Level Three			
Comprehends the following classes of work			
Concrete Finisher, Slab and Kerb Layer			
Machinery Operators			
Rotary Hoe (not attached to tractor)			
Tractor Pneumatic Tyred			
Class I (without power - operated attachments)			
Maintenance Attendant			
Power-operated Portable Saw			
1st year of employment	388.10	461.80	849.90
2nd year of employment	391.90	462.20	854.10
3rd year of employment and thereafter	395.80	462.70	858.50
Level Four			
Comprehends the following classes of work			
Assistant Mechanical Maintenance			

Attendant			
Machinery Operators			
Power Roller			
Tractor (Pneumatic Tyred) (with power-operated attachments Classes 1 - 5)			
Tractor (Pneumatic Tyred) (without power-operated attachments Classes 2 - 5)			
Motor Vehicle Driver (less than 1.2 tonnes)			
Mower Operator			
Rider Mower			
Walk Mower (In Charge of Vehicle) Grades 1 and 2			
Senior Gardener/Ground Attendant			
Senior Maintenance Attendant			
1st year of employment	399.60	463.30	862.90
2nd year of employment	403.70	464.00	867.70
3rd year of employment and thereafter	407.30	464.40	871.70

#### Level Five

Comprehends the following classes of work

(i) Machinery Operator

Tractor (Pneumatic Tyred with power-operated attachments Class 6 and up to 230 hp)

Motor Vehicle Driver (over 1.2 tonnes and below 3 tonnes) Tractor Mower Operator

1st year of employment	402.20	463.70	865.90
2nd year of employment	406.00	464.10	870.10
3rd year of employment and thereafter	409.50	464.60	874.10

(ii) Motor Vehicle Driver (over 3 tonnes and less than 6 tonnes) Rider Mower (In charge of Vehicle)

1st year of employment	406.90	464.40	871.30
2nd year of employment	410.80	464.80	875.60
3rd year of employment and thereafter	414.40	465.40	879.80

#### Level Six

Comprehends the following classes of work

Tradesperson Gardener

1st year of employment	417.80	470.40	888.20
2nd year of employment	423.00	471.10	894.10
3rd year of employment and thereafter	427.20	471.90	899.10

#### Level Seven

Comprehends the following classes of work

Horticulturist (Certificated)

Senior Mower Operator (BMA)

1st year of employment	436.40	473.30	909.70
2nd year of employment	440.50	473.90	914.40
3rd year of employment and thereafter	444.50	474.60	919.10

#### Level Eight

Comprehends the following classes of work

Foreperson Grade 2

1st year of employment	466.90	475.90	942.80
2nd year of employment	472.00	476.50	948.50
3rd year of employment and thereafter	476.50	477.40	953.90

#### Level Nine

Comprehends the following classes of work



Estate Foreperson (Homeswest)			
Foreperson Grade 1			
1st year of employment	495.70	480.30	976.00
2nd year of employment	500.80	481.20	982.00
3rd year of employment and thereafter	505.30	481.90	987.20

- (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.

PART B - ALL EMPLOYEES EMPLOYED BY THE MINISTRY OF EDUCATION

	Base Rate \$	Arbitrated Safety Net Adjustments \$	Minimum Award Wage \$
(c) Level One			
Nil			
Level Two			
Assistant Gardener/Handyperson			
1st year of employment	380.30	460.80	841.10
2nd year of employment	383.60	461.20	844.80
3rd year of employment and thereafter	386.70	461.60	848.30
Level Three			
Gardener/Handyperson			
Gardener/Pool Maintenance Officer			
1st year of employment	387.10	461.60	848.70
2nd year of employment	391.10	462.20	853.30
3rd year of employment and thereafter	395.30	462.70	858.00
Level Four			
Gardener/Ride on Mower Operator/ Handyperson			
1st year of employment	396.40	463.00	859.40
2nd year of employment	400.00	463.50	863.50
3rd year of employment and thereafter	404.20	464.00	868.20
Level Five			
Senior Gardener/Handyperson			
Senior Gardener/Pool Maintenance Officer			
Handyperson (Belmont SHS)			
1st year of employment	408.40	464.50	872.90
2nd year of employment	412.20	465.00	877.20
3rd year of employment and thereafter	416.00	467.80	883.80
Level Six			
Horticulturist (Certificated)			
1st year of employment	439.40	473.80	913.20
2nd year of employment	444.70	474.60	919.30
3rd year of employment and thereafter	449.10	475.20	924.30

- (d) 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.

#### PART C - ALL EMPLOYEES

- (2) Casual Employees

Casual employees shall be paid 20% in addition to the first year rate prescribed for the work performed. Casual employees shall not be engaged on weekends or holidays unless full-time employees are not available.

- (3) A Senior Gardener/Ground Attendant who is required to maintain turf wickets, bowling greens or tennis courts shall be paid in addition to the rates prescribed an amount of \$8.20 per week. Occasional off-season attention shall not qualify an employee for payment under this subclause.

- (4) Where the term "year of employment" is used in this clause, it shall mean all service, irrespective of classification with that employer.

(5) Leading Hands

Leading Hands and Senior Gardener/Ground Attendants if placed in charge of:

- (a) five and not more than ten other employees shall be paid \$29.10 per week extra;
- (b) more than ten but not more than 20 other employees shall be paid \$42.60 per week extra;
- (c) more than 20 other employees shall be paid \$56.50 per week extra.

(6) For the purpose of subclause (1) of this clause, pneumatic tyred tractors up to 230 power take-off horse power, are classified as follows:

Class	Power Take-Off Horse Power
1	up to 15
2	over 15 up to 25
3	over 25 up to 35
4	over 35 up to 45
5	over 45 up to 60
6	over 60 up to 80

Self-propelled rollers are classified by weight complete including maximum ballast. Back Hoe when attached to a tractor shall be considered as power-operated attachment to the tractor.

(7) Apprentices

The weekly wage payable to an apprentice shall be the following percentage of the tradesperson's rate:

(a)	Four Year Term	%
	First year	42
	Second year	55
	Third year	75
	Fourth year	88
(b)	Three Year Term	
	First year	55
	Second year	75
	Third year	88

(8) Trainee Horticulturists

The weekly wage payable to trainee Horticulturists shall be the following percentage of the Certificated Horticulturist's rate:

		%
	First year	55
	Second year	75
	Third year	88

(9) Junior Employees

Junior employees shall be paid the appropriate percentage of the total rate prescribed for Gardener/Ground Attendant Grade 2.

	Between 17 and 18 years of age	70
	Between 18 and 19 years of age	80

Over 19 years of age, full adult rate

(10) Toilet Cleaning Allowance (Zoological Gardens)

- (a) Employees of the Zoological Gardens Board covered by this award who are required to clean public toilets shall be paid 90 cents per closet, per week.
- (b) For the purposes of this subclause one metre of urinal shall count as one closet and three urinal stalls shall count as one closet.
- (c) All such employees shall be supplied with rubber gloves on request.

26. - GENERAL PROVISIONS

- (1)
  - (a) An employee required to use toxic substances shall be informed by the employer of the health hazards involved and instructed in the correct and necessary safeguards which must be observed in the use of such materials.
  - (b) An employee using such materials shall be provided with and shall use all safeguards as are required by the appropriate Government Authority or in the absence of such requirement such safeguards as are defined by a competent authority or person chosen by the Union and the employer.
  - (c) For the purpose of this subclause toxic substances shall include epoxy based materials and all materials which include or require the addition of a catalyst hardener or reactive additives deemed (by mutual agreement between the employer and the Union) to be materials of a similar relative toxicity to epoxy resins.
- (2)
  - (a) An employer who requires an employee to use a pesticide shall -
    - (i) inform the employee of any known health hazards involved; and
    - (ii) ascertain from the Department of Health, as soon as possible, whether and if so, what protective clothing or equipment should be worn during use of the pesticide.
  - (b) Pending advice from that Department the employer may require the pesticide to be used if he informs the employee of any safety precautions specified by the manufacturer of the pesticide and instructs the employee to follow those precautions.
  - (c) The employer shall supply the employee with any protective clothing or equipment required pursuant to paragraph (a) or (b) and, where necessary, instruct him in its use.
- (3) The employer shall cause to be kept a record in which shall be entered details of the type of herbicide, pesticide or toxic substance used; the name of the employee concerned with the use of such substances, and the date used.

These records to be kept for a minimum of 10 years, provided that records of any carcinogeneouse substances are required by Regulations to be kept for 30 years under the Poisons Act 1964 - 1981.

27. - LIBERTY TO APPLY

Liberty is reserved to the union to apply for a variation of subclause (1)(b) of Clause 7. - Hours to accommodate a nine day fortnight in the Education Department and to the respondents to apply for a variation to subclause (a) of Clause 13. - Annual Leave to include a ceiling on the maximum loading payable.

28. - TRAVEL ALLOWANCE

- (a) An employee required on any day to report directly to the job as distinct from the permanent depot to which such employee is attached (or where a permanent depot does not exist the head office of the employer shall be regarded as the permanent depot) shall be paid \$11.85 per day to compensate for the excess fare and travelling time from the employee's home to his place of work and return.
  - (b) An employee who is usually employed at his employer's principal place of business shall not be entitled to the foregoing allowance when required to start work at some other place unless he thereby incurred in travelling to and from his usual place of employment.
- (2) The provisions set out in subclause (1) above apply in addition to any provisions applying by virtue of application of the Miscellaneous Government Conditions and Allowances Award No. A 4 of 1992.

#### APPENDIX - RESOLUTION OF DISPUTES REQUIREMENT

- (1) This Appendix is inserted into the award/industrial agreement as a result of legislation which came into effect on 16 January 1996 (Industrial Relations Legislation Amendment and Repeal Act 1995) and further varied by legislation which came into effect on 23 May 1997 (Labour Relations Legislation Amendment Act 1997).
- (2) Subject to this appendix, and in addition to any current arrangements the following procedures shall apply in connection with questions, disputes or difficulties arising under this award/industrial agreement.
  - (a) The persons directly involved, or representatives of person/s directly involved, shall discuss the question, dispute or difficulty as soon as is practicable.
  - (b)
    - (i) If these discussions do not result in a settlement, the question, dispute or difficulty shall be referred to senior management for further discussion.
    - (ii) Discussions at this level will take place as soon as practicable.
- (3) The terms of any agreed settlement should be jointly recorded.
- (4) Any settlement reached which is contrary to the terms of this award/industrial agreement shall not have effect unless and until that conflict is resolved to allow for it.
- (5) Nothing in this appendix shall be read so as to exclude an organisation party to or bound by the award/industrial agreement from representing its members.
- (6) Any question, dispute or difficulty not settled may be referred to the Western Australian Industrial Relations Commission provided that with effect from 22 November 1997 it is required that persons involved in the question, dispute or difficulty shall confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Commission..

SCHEDULE A - PARTIES TO THE AWARD

The following organisation is a party to this award:

United Voice WA

SCHEDULE B - RESPONDENTS

1. The Hon. Premier of Western Australia  
CML Building  
197 St George's Terrace  
PERTH WA 6000
  
2. The Hon. Minister for Agriculture  
172 St George's Terrace  
PERTH WA 6000
  
3. The Hon. Minister for Police and Emergency Services  
22 St George's Terrace  
PERTH WA 6000
  
4. The Hon. Minister for Works  
2 Havelock Street  
WEST PERTH WA 6005
  
5. The Hon. Minister for Education  
151 Royal Street  
EAST PERTH WA 6000
  
6. The Hon. Minister for Minerals  
and Energy  
197 St George's Terrace  
PERTH WA 6000
  
7. The Hon. Minister for Prisons  
197 St George's Terrace  
PERTH WA 6000
  
8. The Hon. Minister for Community Services  
and Sport and Recreation  
99 Plain Street  
EAST PERTH WA 6000
  
9. Hon. Minister for Housing  
99 Plain Street  
EAST PERTH WA 6000
  
10. The General Manager  
State Government Insurance Office  
170 St George's Terrace  
PERTH WA 6000
  
11. Zoological Gardens Board  
Labouchere Road  
SOUTH PERTH WA 6151
  
12. Burswood Park Board  
C/- Office of Racing and Gaming  
3 Plain Street  
PERTH WA 6000

DATED at Perth this 23rd day of June, 1986.

CHIEF COMMISSIONER



VARIATION RECORD

GARDENERS (GOVERNMENT) 1986 AWARD

NO. 16 OF 1983

Delivered 23/06/86 at 66 WAIG 1163

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
<b>1. Title</b>				
(1A. State Wage Principles)				
	Ins. Cl.	1752/91	31/01/92	72 WAIG 191
	Cl. & Title	1457/93	24/12/93	74 WAIG 198
(1A. State Wage Principles December 1993)				
	Cl. & Title	985/94	30/12/94	75 WAIG 23
(1A. Statement of Principles December 1994)				
	Cl. & Title	1164/95	21/03/96	76 WAIG 911
(1A. Statement of Principles March 1996)				
	Cl & Title	915/96	7/08/96	76 WAIG 3368
(1A Statement of Principles - August 1996)				
	Cl & Title	940/97	14/11/97	77 WAIG 3177
(1A. Statement of Principles - November 1997)				
	Cl & Title	757/98	12/06/98	78 WAIG 2579
(1A. Statement of Principles – June, 1998)				
	Del. Cl.	609/99	06/07/99	79 WAIG 1847
<b>1B. Minimum Adult Award Wage</b>				
	Ins. 1B	940/97	14/11/97	77 WAIG 3177
	Cl.	1041/98	20/07/98	78 WAIG 3523
	Min. Wage & text.	609/99	01/08/99	79 WAIG 1847
	Cl.	654/00	01/08/00	80 WAIG 3379
	Cl.	752/01	01/08/01	81 WAIG 1721
	Cl.	797/02	01/08/02	82 WAIG 1369
	Cl.	569/03	5/06/03	83 WAIG 1899 & 2253

(9)	1197/03	1/11/03	83 WAIG 3537
Cl.	570/04	4/06/04	84 WAIG 1521
Cl.	576/05	07/07/05	85 WAIG 2083, 2462
Cl.	957/05	07/07/06	86 WAIG 1631 & 1996
Cl.	1/07	01/07/07	87 WAIG 1487 & 1885
Cl.	115/07	01/07/08	88 WAIG 773 & 1135
Cl.	1/09	01/10/09	89 WAIG 735 & 1561
Cl.	2/10	01/07/10	90 WAIG 568 & 1025
Cl.	2/11	01/07/11	91 WAIG 1008 & 1438
Cl.	2/12	01/07/12	92 WAIG 1212
Cl.	1/13	01/07/13	93 WAIG 883
Cl.	1/14	01/07/14	94 WAIG 1103
Cl.	1/15	01/07/15	95 WAIG 1091
Cl.	1/16	01/07/16	96 WAIG 941
Cl.	1/17	01/07/17	97 WAIG 1007
Cl.	1/18	01/07/18	98 WAIG 263 & 720
Cl.	1/19	01/07/19	99 WAIG 509 & 1042
Cl.	1/20	01/01/21	100 WAIG 826
Cl.	1/21	01/07/21	101 WAIG 829

## 2. Arrangement

Ins. 37	170/89	04/04/89	“not published”
Ins. 38 & 39	154/90(R2)	10/05/90	70 WAIG 1762
Ins. 1A	1752/91	31/01/92	72 WAIG 191
17. Title	1046/92	18/02/93	73 WAIG 570
Del. Sch Resp. Ins. Sch. A - B	525/93	30/04/93	73 WAIG 1655
Cl.	1437/92	27/05/93	73 WAIG 1542
Cl.	1437/92 corr.	27/05/93	73 WAIG 1920
1A. Title	1457/93	24/12/93	74 WAIG 198
1A. Title	985/94	30/12/94	75 WAIG 23
1A. Title	1164/95	21/03/96	76 WAIG 911
Ins. App - Res.	693/96	16/07/96	76 WAIG 2768

1A. Title	915/96	7/08/96	76 WAIG 3368
1A	940/97	14/11/97	77 WAIG 3177
Ins. 1B	940/97	14/11/97	77 WAIG 3177
1A	757/98	12/06/98	78 WAIG 2579
Del. 1A.	609/99	06/07/99	79 WAIG 1847

### **3. Area and Scope**

### **4. Term**

### **5. Definitions**

(6)-(7),(12),(16)	1280/87	19/4/88	68 WAIG 1056
Ins. (21) - (22)	803/88	15/09/89	69 WAIG 3043
(1)	154/90(R2)	10/05/90	70 WAIG 1762
(5)	73/12	20/12/12	93 WAIG 25

### **6. Contract of Employment**

Ins. (8)	1437/92	27/05/93	73 WAIG 1542
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### **7. Hours**

(1)(a);(2)(a); Ins. (5)	154/90(R2)	10/05/90	70 WAIG 1762
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### **8. Rostered Day Off (38 Hour Week)**

(13)	15/13	27/5/13	93 WAIG 511
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### **9. Meal Times and Breaks**

### **10. Public Holidays**

#### (11. Time and Wages Records)

Del. Cl. & Title	1437/92	27/05/93	73 WAIG 1542
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### **11. Conditions and Allowances**

Ins. Cl.	1437/92	27/05/93	73 WAIG 1542
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## 12. Overtime

(2)	521/87	28/7/87	67 WAIG 1354
Ins. (8)	1408/89(R)	10/10/89	69 WAIG 3550
(2) rates	154/90(R2)	10/05/90	70 WAIG 1762
(2)	1437/92	27/05/93	73 WAIG 1542
(2) - rates	1333/96	12/11/96	77 WAIG 484
(2)	991/01	07/01/02	82 WAIG 274
(2)	1020/02	28/01/03	83 WAIG 706
(2)	618/03	11/3/05	85 WAIG 1175
(2)	104/06	14/02/07	87 WAIG 446
(2)	50/08	13/11/08	88 WAIG 2282
(2)	73/12	20/12/12	93 WAIG 25
(2)	49/13	18/12/13	94 WAIG 18
(2)	32/14	28/11/14	94 WAIG 1886
(2)	159/15	17/02/16	96 WAIG 267
(2)	35/16	11/08/16	96 WAIG 1321
(2)	10/18	06/03/18	98 WAIG 106

## 13. Annual Leave

(6)	1408/89(R)	10/10/89	69 WAIG 3550
(6)	15/13	27/5/13	93 WAIG 511

## 14. Sick Leave

## 15. Long Service Leave

### (16. Compassionate Leave)

Cl.	661/87	14/7/87	67 WAIG 1353
Del. Cl.	1437/92	27/05/93	73 WAIG 1542

### (17. Maternity Leave)

Del. Cl.	1046/92	18/02/93	73 WAIG 570
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### (17. Parental Leave)

Ins. Cl.	1046/92	18/02/93	73 WAIG 570
Del. Cl.	1437/92	27/05/93	73 WAIG 1542

(18. First Aid - Kits and Attendants)

(2)	521/87	28/7/87	67 WAIG 1354
(2)	1280/87	19/4/88	68 WAIG 1056
(2) rates	154/90(R2)	10/05/90	70 WAIG 1762
Renum. Cl.	1437/92	27/05/93	73 WAIG 1542

**16. First Aid - Kits and Attendants**

(2)	1437/92	27/05/93	73 WAIG 1542
(2) - rates	1333/96	12/11/96	77 WAIG 484
Amounts	1041/98	20/07/98	78 WAIG 3523
(2)	871/99	27/08/99	79 WAIG 3037
(2)	991/01	07/01/02	82 WAIG 274
(2)	1020/02	28/01/03	83 WAIG 706
(2)	618/03	11/3/05	85 WAIG 1175
(2)	104/06	14/02/07	87 WAIG 446
(2)	50/08	13/11/08	88 WAIG 2282
(2)	73/12	20/12/12	93 WAIG 25
(2)	49/13	18/12/13	94 WAIG 18
(2)	32/14	28/11/14	94 WAIG 1886
(2)	159/15	17/02/16	96 WAIG 267
(2)	35/16	11/08/16	96 WAIG 1321
(2)	10/18	06/03/18	98 WAIG 106

(19. Sanitary Facilities and Shelter Sheds)

Renum. Cl.	1437/92	27/05/93	73 WAIG 1542
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**17. Sanitary Facilities and Shelter Sheds**

(20. Uniforms and Protective Clothing)

Renum. Cl.	1437/92	27/05/93	73 WAIG 1542
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**18. Uniforms and Protective Clothing**

(21. Notices)

Del. Cl.	1437/92	27/05/93	73 WAIG 1542
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(22. Rights and Privileges)

Renum. Cl.	1437/92	27/05/93	73 WAIG 1542
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**19. Rights and Privileges**

(23. Transportation of Employees)

Renum. Cl.	1437/92	27/05/93	73 WAIG 1542
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**20. Transportation of Employees**

(24. Fares and Travelling Time)

(3)(a)	792/86	½/86	67 WAIG 862
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(3)(a)	447/87	2/7/87	67 WAIG 1354
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Del. Cl.	1437/92	27/05/93	73 WAIG 542
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(25. Under Rate Employees)

Renum. Cl.	1437/92	27/05/93	73 WAIG 1542
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**21. Under Rate Employees**

(26. Junior Employees)

Cl.	1280/87	19/4/88	68 WAIG 1056
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Renum. Cl.	1437/92	27/05/93	73 WAIG 1542
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**22. Junior Employees**

(27. Apprentices)

Cl.	1280/87	19/4/88	68 WAIG 1056
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Renum. Cl.	1437/92	27/05/93	73 WAIG 1542
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**23.  
Apprentices**

(28. Higher Duties)

Renum. Cl.	1437/92	27/05/93	73 WAIG 1542
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## 24. Higher Duties

### (29. Payment of Wages)

Del. Cl.	1437/92	27/05/93	73 WAIG 1542
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### (30. Wages)

(3);(9)(a)	521/87	28/7/87	67 WAIG 1354
(1)(d),€;(3);(4);(8)	1280/87	19/4/88	68 WAIG 1056
(1)(f)	803/88	15/09/89	69 WAIG 3043
Cl.	997/88	22/9/89	69 WAIG 1556
Cl.	1408/89€	10/10/89	69 WAIG 3550
(1);(3), (5) & (10) rates	154/90(R2)	10/05/90	70 WAIG 1762
Part B,(1)	1178/90	10/05/90	70 WAIG 3211
Renum. Cl.	1437/92	27/05/93	73 WAIG 1542

## 25. Wages

preamble; (1); (3); (5);

(10)(a);	1437/92	27/05/93	73 WAIG 1542
(1)	1578/93	13/09/94	74 WAIG 2745
(1)	1118/94	16/06/95	75 WAIG 2322
(1)	342/96	16/06/96	76 WAIG 1985
Part C -(3);(5) & (10) – rates	1333/96	12/11/96	77 WAIG 484
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
Pt A (1)(a) ins (c); Pt B Heading (c) ins €(iii); Pt C (3) (5) (10)(a)	1041/98	20/07/98	78 WAIG 3523
Pt A (a) rates, (c) text; Pt B (d) rates, € text.	609/99	01/08/99	79 WAIG 1847
Part C (3), (5)(a),(b) & (c) & (10)(a)	871/99	27/08/99	79 WAIG 3037
Cl.	654/00	01/08/00	80 WAIG 3379
(3), (5) & (10)(a) rates	692/00	13/11/00	80 WAIG 5582
Cl.	752/01	01/08/01	81 WAIG 1721
(3), (5) & (10)(a)	991/01	07/01/02	82 WAIG 274
(1) Part A (a) & Part B (d)	797/02	01/08/02	82 WAIG 1369

(3), (5), (10)(a)	1020/02	28/01/03	83 WAIG 706
Cl.	569/03	5/06/03	83 WAIG 1899 & 2253
Cl.	570/04	4/06/04	84 WAIG 1521 & 1780
Part C (3), (5) & (10)(a)	618/03	11/3/05	85 WAIG 1175
Cl.	576/05	07/07/05	85 WAIG 2083, 2462
Cl.	957/05	07/07/06	86 WAIG 1631 & 1996
Part C (3), (5) & (10)(a)	104/06	14/02/07	87 WAIG 446
Cl.	1/07	01/07/07	87 WAIG 1487 & 1885
Cl.	115/07	01/07/08	88 WAIG 773 & 1135
(3), (5), (10)(a)	50/08	13/11/08	88 WAIG 2282
Cl.	1/09	01/10/09	89 WAIG 735 & 1561
Cl.	2/10	01/07/10	90 WAIG 568 & 1025
Cl.	2/11	01/07/11	91 WAIG 1008 & 1438
Cl.	2/12	01/07/12	92 WAIG 1212
(3), (5), (10)	73/12	20/12/12	93 WAIG 25
Cl.	1/13	01/07/13	93 WAIG 883
(3), (5), (10)(a)	49/13	18/12/13	94 WAIG 18
Cl.	1/14	01/07/14	94 WAIG 1103
(3), (5), (10)	32/14	28/11/14	94 WAIG 1886
Cl.	1/15	01/07/15	95 WAIG 1091
(3), (5) & (10)	159/15	17/2/16	96 WAIG 267
Cl.	1/16	01/07/16	96 WAIG 941
(3), (5) & (10)	35/16	11/08/16	96 WAIG 1321
Cl.	1/17	01/07/17	97 WAIG 1007
(3), (5) & (10)	10/18	06/03/18	98 WAIG 106
Cl.	1/18	01/07/18	98 WAIG 263 & 720
Cl.	1/19	01/07/19	99 WAIG 509 & 1042
Cl.	1/20	01/01/21	100 WAIG 826
Cl.	1/21	01/07/21	101 WAIG 829

(31. General Provisions)

Renum. Cl.	1437/92	27/05/93	73 WAIG 1542
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## 26. General Provisions

### (32. District Allowance)

Cl.	1258/87 & C 176/88	1/1/88	68 WAIG 1681
(6)	278/89	1/1/89	68 WAIG 2297
(6)	241/91	01/01/90	71 WAIG 2007
Corr. Order	241/91	01/01/90	71 WAIG 2008
(6)	280/91	01/01/91	71 WAIG 2007
Corr. Order	280/91	01/01/91	71 WAIG 2008
Del Cl.	1437/92	27/05/93	73 WAIG 1542

### (33. Deduction of Union Subscriptions)

Del Cl.	1437/92	27/05/93	73 WAIG 1542
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### (34. Trade Union Training Leave)

Del Cl.	1437/92	27/05/93	73 WAIG 1542
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### (35. Leave to Attend Union Business)

Del Cl.	1437/92	27/05/93	73 WAIG 1542
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### (36. Liberty to Apply)

Renum. Cl.	1437/92	27/05/93	73 WAIG 1542
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## 27. Liberty to Apply

## 28. Travel Allowance

Ins. Cl.	1437/92	27/05/93	73 WAIG 1542
(1) - rates	1333/96	12/11/96	77 WAIG 484
(1)(a)	991/01	07/01/02	82 WAIG 274
(1)	104/06	14/02/07	87 WAIG 446
(1)	50/08	13/11/08	88 WAIG 2282

## Appendix - Resolution of Disputes Requirement

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

(37. Paid Leave for English Language Training)

Ins. Cl.	170/89	04/04/89	“not published”
Del Cl.	1437/92	27/05/93	73 WAIG 1542

(38. Award Modernisation)

Ins. Cl.	154/90(R2)	10/05/90	70 WAIG 1762
Del. Cl.	1437/92	27/05/93	73 WAIG 1542

(39. Skills Acquisition)

Ins. Cl.	154/90(R2)	10/05/90	70 WAIG 1762
Del. Cl.	1437/92	27/05/93	73 WAIG 1542

**Schedule A - Parties to the Award**

Ins. Sch.	525/93	30/04/93	73 WAIG 1655
text	871/99	27/08/99	79 WAIG 3037
Sch	73/12	20/12/12	93 WAIG 25

(Schedule of Respondents)

Rename Sch.	525/93	30/04/93	73 WAIG 1655
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**Schedule B - Respondents**

Sch.	1437/92 corr.	27/05/93	73 WAIG 1920
Del. Resp. & renum pts	133/96	21/03/96	76 WAIG 1142