Photographic Industry Award, 1980

1. - TITLE

This award shall be known as the Photographic Industry Award, 1980 and shall replace Award No. 3 of 1965, as amended.

1B. - MINIMUM ADULT AWARD WAGE

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

(2) The minimum adult award wage for full-time employees aged 21 or more is $557.40 per week payable on and from the first pay period on or after 1 July 2008.

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

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

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

(6) The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or Jobskill placements or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate.

(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 2008 State Wage order decision. Any increase arising from the insertion of the minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

(10) Adult Apprentices

(a) Notwithstanding the provisions of this clause, an apprentice, 21 years of age or more, shall not be paid less than $488.40 per week on and from the commencement of the first pay period on or after 1 July 2008.

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

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

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

2. - ARRANGEMENT

1. Title
1B. Minimum Adult Award Wage
2. Arrangement
3. Scope
4. Area
5. Term
6. Contract of Service
7. Hours
8. Overtime
9. Public Holidays
9A. Annual Leave
10. Right of Entry
11. Time and Wages Record
12. Wages
13. Meal Allowance
14. Casual Workers
15. Proportion of Juniors
16. Posting of Award
17. Absence Through Sickness
18. Mixed Functions
19. Outside Work
20. Breakdowns
21. Vehicle Allowance
22. Long Service Leave
23. Junior Worker's Certificate
24. Protective Clothing
25. Compassionate Leave
26. Maternity Leave
27. Payment of Wages
28. Deleted
29. Location Allowance
30. Payment of Wages - 38 Hour Week
31. Superannuation
32. Part-time Workers
33. Shift Work
34. Award Modernisation and Enterprise Consultation

Appendix - Resolution of Disputes Requirement
Schedule A - Parties to the Award
Schedule B - Respondents
Appendix - S.49B - Inspection Of Records Requirements

3. - SCOPE

This award shall apply to all workers employed in the photographic industry. Without limiting the generality of the foregoing it shall include:

(1) Portrait, advertising and commercial studios as developers, printers, mounters, retouchers, colourers, enlargers and finishers of photographs, receptionists, workers engaged in the maintenance and repair of cameras and photographic equipment, and full-time photographers or workers who are employed full-time and take photographs in addition to performing other work referred to in this subclause.

(2) Developing, printing and finishing establishments as developers, printers, mounters, enlargers and finishers of photographs and workers engaged in the maintenance and repair of cameras and photographic equipment.

4. - AREA

This award shall operate throughout the state of Western Australia.

5. - TERM

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

6. - CONTRACT OF SERVICE

(1) Except in the case of casual or probationary workers, the contract of service shall be weekly and may be terminated by a week's notice on either side given on any day. If an employer or a worker fails to give the required notice one week's wages shall be paid or forfeited. Provided that during the first week of employment one day's notice shall suffice and if such notice is not given one day's wages shall be paid or forfeited by the worker.

(2) The provisions of this clause do not affect the right of an employer to dismiss a worker without notice for misconduct in which case wages shall be paid up to the time of dismissal.

(3) The employer may engage an employee on a probationary period for not longer than three months during which time it will be possible for either the employee or employer to end the contract with one days notice.

(4) The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

7. - HOURS

SECTION A - HOURS:

(1) (a) The provisions of this clause apply to all employees to whom this award applies.

(b) Subject to the provisions of this clause the ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:

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

(ii) 76 hours within a work cycle not exceeding 14 consecutive days; or

(iii) 114 hours within a work cycle not exceeding 21 consecutive days; or

(iv) 152 hours within a work cycle not exceeding 28 consecutive days.

(c) The ordinary hours of work may be worked on any or all days of the week, Monday to Friday inclusive, and shall be worked between the hours of 6.30 a.m. and 6.00 p.m. Provided that

the ordinary hours applying on the day of late night trading as prescribed in subclause (2) hereof shall be between 6.30 a.m. and 9.00 p.m.

Employees may be employed in the retail area on photography duties as part of their ordinary hours between 8.00 a.m. and 5.30 p.m. Saturday in which case time and a quarter shall be paid for all time so worked.

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

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

(e) The ordinary hours of work shall be consecutive except for the meal break as prescribed in subclause (f) hereof.

(f) A meal break of not more than one hour nor less than 30 minutes shall be granted each day.

(g) The hours of work shall be so rostered that a worker shall not be required to commence work on more than five days in each week or 10 days in each fortnight of any work cycle.

(2) Late Night Trading.

(a) The provisions of this clause shall apply to retail shops observing that period of trading as allowed by Section 85 of the Factories and Shops Act, 1963 between the hours of 6.00pm and 9.00pm for at least four consecutive weeks.

(b) No employee shall be rostered to work more than 11.5 ordinary hours on the day of late night trading.

(c) An employee who works ordinary hours on Monday to Friday, inclusive, between the hours of 8.00am and 6.00pm shall be paid at the rate of double time for any overtime worked during the hours of late night trading. Provided that if the overtime is worked to meet an emergency then the rate shall be determined by the provisions of Clause 8. - Overtime of this award.

(d) Meal Break

(i) Not less than 45 minutes nor more than one hour shall be allowed and taken for a meal on the day of late night trading.

(ii) An employee shall not be required to work for more than five hours without a break for a meal.

SECTION B - IMPLEMENTATION OF 38 HOUR WEEK:

(1) Except as provided in subclause (4) hereof, and subject to the proviso hereof, the method of implementation of the 38 hour week may be any one of the following:

(a) By employees engaged in retail sales working less than eight ordinary hours each day or fortnight; or

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

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

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

(e) Any day off duty shall be arranged so that it does not coincide with a holiday prescribed in subclause (1) of Clause 9. - Public Holidays of this award.

Provided that the method of implementation shall be subject to the following conditions unless there is specific agreement to the contrary between an employer, an employee and the Union:

(i) In establishments employing on a regular basis 15 or more employees per week, an employee shall not be required to work ordinary hours on more than 19 days in each four week cycle.

(ii) In establishments employing on a regular basis more than five but less than 15 employees per week on a regular basis, an employee may work ordinary hours on one of the following bases:

(aa) Not more than 19 days in each four week cycle.

(bb) Not more than four hours' work on one day in each two week cycle.

(cc) Not more than six hours' work on one day in each week.

(iii) In establishments employing on a regular basis five or less employees per week, employees may work their ordinary hours in any of the methods specified in paragraph (a), (b), (c) or (d) hereof.

(2) In each plant an assessment should be made as to which method of implementation best suits the business and the proposal shall be discussed with the employees concerned, the objective being to reach agreement on the method of implementation prior to 1 November 1987.

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

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

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

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

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

(5) Notice of Days Off Duty

Except as provided in subclause (6) hereof, in cases where, by virtue of the arrangement of his/her ordinary working hours, an employee, in accordance with paragraphs (c) and (d) of subclause (1) hereof, is entitled to a day off duty during his/her work cycle, such employee shall be advised by the employer at least four weeks in advance of the day he/she is to take off duty.

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

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

(c) Where Accrued Days Off are allowed to accumulate, the employer may require that they be taken within 12 months of the employee becoming entitled to an ADO.

SECTION C - PROCEDURES FOR IN PLANT DISCUSSIONS:

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

(2) The procedures should allow for in plant discussions to continue even though all matters may not be resolved by 1 November 1987.

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

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

(5) In cases where agreement cannot be reached in plant in the first instances or where problems arise after initial agreements or understandings have been achieved in plant, a formal monitoring procedure shall apply. The basic steps in this procedure shall be as applies with respect to special, anomalous or extraordinary problems as prescribed in subclause (3) of Section B - Implementation of 38 Hour Week of this clause.

8. - OVERTIME

(1) The provisions of this clause apply to all employees.

(2) (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 a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(c) An employee who is recalled to work after his/her normal shift has been completed shall be paid for a minimum of three hours at overtime rates.

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

For the purposes of this subclause, ordinary hours shall mean the hours of work fixed in an establishment in accordance with Sections A - Hours, B - Implementation of 38 Hour Week and C - Procedures for In Plant Discussions of Clause 7. - Hours.

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

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

(c) In computing overtime each day shall stand alone.

(4) Where an employee and employer agree then an employee may take time off work in lieu of payment for overtime provided that the time an employee takes off work is in accordance with the rates prescribed by this clause for overtime worked.

9. - PUBLIC HOLIDAYS

(1) (a) The following days, or the days observed in lieu shall, subject to clause 8. - Overtime, 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 the subclause. Provided further that an employer may substitute Royal Show Day for Sovereign's Birthday in any year.

(b) When any of the days mentioned in subclause (1)(a) hereof falls on a Saturday or a Sunday, such holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday such holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.

(2) Where -

(a) a day is proclaimed as a public holiday or as a public half-holiday under section 7 of the Public and Bank Holidays Act, 1972; and

(b) that proclamation does not apply throughout the State or to the metropolitan area of the State,

that day shall be a public holiday or, as the case may be, a public half-holiday for the purposes of this award within the district or locality specified in the proclamation.

(3) All work done on any day prescribed as a holiday under this clause shall be paid for at the rate of double time and a-half.

(4) Where an employee has additional leave granted pursuant to subclause (1) of this clause, the employer may require such leave to be taken within twelve months of falling due.

9A. - ANNUAL LEAVE

(1) (a) Except as hereinafter provided a period of four consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his/her employer and shall be taken annually by the worker after a period of twelve months' continuous service with that employer.

(b) Where, pursuant to paragraph (3) of subclause 2 Long Service of the Long Service Leave provisions published in volume 64 Western Australian Industrial Gazette at pages 1-4, the period of continuous service which a worker has had with the transmittor (including any such service with any prior transmittor) is deemed to be service of the worker with the transmittee then that period of continuous service shall be deemed to be service with the transmittee for the purposes of this subclause.

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

(2) A worker before going on leave shall be paid the wages he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on leave during the relevant period.

(3) (a) Except as hereinafter provided during a period of annual leave a worker shall be paid a loading of 17.5 percent calculated on his/her ordinary wages as prescribed.

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

(c) An employee who would have worked on shift work had he/she not been on annual leave - a loading of 17.5 percent. Provided that where the employee would have received shift and weekend penalties as prescribed had he/she not been on annual leave during the relevant period and such penalties would have entitled him/her to a greater amount than the loading of 17.5 percent, then the shift and weekend penalties shall be added to the rate of wage prescribed in lieu of the 17.5 percent loading.

Provided further that if those shift and weekend penalties would have entitled him/her to a lesser amount than the loading of 17.5 percent, then such loading of 17.5 percent shall be added to the rate of wage as prescribed in lieu of the shift and weekend penalties.

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

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

(6) (a) For the purposes of this clause service shall be deemed to be continuous notwithstanding -

(i) the transmission of business where paragraph (b) of subclause (1) of this clause applies;

(ii) any absence from work referred to in subclause (5) of this clause;

(iii) any absence from work on account of personal sickness or accident proof whereof shall be upon the worker or on account of leave granted by the employer;

(iv) any absence with reasonable cause proof whereof shall be upon the worker but in such a case the worker shall inform the employer in writing, if practicable, within seven days of the commencement of such absence of the nature of the cause.

(b) Any absence from work by reason of any cause not being a cause specified in paragraph (a) hereof shall not be deemed to break the continuity of service for the purposes of this clause unless the employer during the absence or within 14 days of the termination of the absence notifies the worker in writing that such absence will be regarded as having broken the continuity of service.

Such notice may be given to a worker by delivering it to him personally or by posting it to his/her last known address in which case it shall be deemed to have reached the worker in due course of post or, where a number of workers are absent from work, by posting up of a notification in the employer's establishment.

(c) Any absence from duty referred to in this subclause shall not, except as provided in subclause (5) of this clause, be taken into account in calculating the period of 12 months' continuous service.

(7) (a) A worker whose employment terminates after he/she has completed a 12 monthly qualifying period and who has not been allowed the leave prescribed under this clause in respect of that qualifying period shall be given payment as prescribed in subclause (2) and (3) of this clause in lieu of that leave or, in a case to which subclause (8) of this clause applies, in lieu of so much of that leave as has not been allowed unless -

(i) he/she has been justifiably dismissed for misconduct; and

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

(b) If, after one month's continuous service in any qualifying 12 monthly period an employee lawfully leaves his/her employment or his/her employment is terminated by the employer through no fault of the employee, the employee shall:

(i) if such termination occurs before 1 November l987 be paid 3.08 hours' pay at the rate of wage prescribed by subclause (1) of this clause, divided by 40, in respect of each completed week of continuous service; or

(ii) if termination occurs on or after 1 November 1987 be paid 2.923 hours' pay at the rate of wage prescribed by subclause (1) of this clause, divided by 38, in respect of each completed week of continuous service.

(8) In special circumstances and by mutual consent of the employer, the worker and the union concerned, annual leave may be taken in not more than two periods, but neither such period shall be less than one week.

(9) By arrangement between the employer and the worker annual leave may be allowed to accumulate from year to year but where the leave to which a worker is entitled or any portion thereof is allowed to accumulate to meet the convenience of the worker the ordinary wage for that leave shall be the ordinary wage applicable to the worker at the date at which he/she became entitled to the leave unless the employer agrees in writing that the wage be that applicable at the date the leave commences.

(10) The provisions of this clause shall not apply to casual workers.

(11) An employer may specify a reasonable period during which annual leave may not be taken to meet production requirements at the workplace concerned.

(12) An employer may require an employee to take annual leave within twelve months of such leave falling due.

10. - RIGHT OF ENTRY

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

(1) Accredited representatives of the Union shall be permitted to interview the workers on the business premises of the employer during non-working times or meal breaks.

(2) In the case of a dispute between the Union and an employer which is likely to lead to a cessation of work or to an application to the Commission and which involves the inspection of workers or of machines in the process of production, such union representatives shall have right of entry into the factory at any time during which the workers or machines concerned are working.

(3) Provided that the duly accredited representative shall notify the employer beforehand of his intention to exercise his rights under this clause.

Before exercising a power of inspection the representative shall give notice of not less than 24 hours to the employer.

11. - TIME AND WAGES RECORD

(1) The employer shall keep, or cause to be kept, a record or records in which shall be entered each pay period:

(a) the name of each worker to whom this award applies;

(b) the nature of the work performed;

(c) the hours worked each day; and

(d) the amount of wages and overtime (if any) received by the worker each pay period.

(2) The said record shall be signed by the worker.

(3) Such record shall be open for inspection at the employer's business premises by a duly accredited representative of the Union during working hours.

12. - WAGES

(1) The minimum weekly rate of wage payable to an employee covered by this award shall be -

	Base Rate$	Arbitrated Safety Net Adjustments$	Minimum Rate$
SECTION A:			
Portrait Advertising And Commercial Studios:			
(a) Photographer	348.50	232.00	580.50
(b) All others -			
First three months.			557.40
(c) All others - Thereafter	338.30	232.00	570.30
SECTION B:			
Developing, Printing And Finishing Establishments:			
(a) Colour filter determinator			
Custom colour enlargement printer			
Colour printer controller	356.50	232.00	588.50
(b) Rack and tank colour film processor machine operator			
Colour enlargement printer			
Colour quality corrector			
Kit mixing operator			
Colour printer operator	348.50	232.00	580.50
(c) Rack and tank black and white film processor			
Black and white enlargement printer			
Black and white printer operator	341.10	232.00	573.10
(d) All others -			
First three months			557.40
(e) All others - Thereafter	338.30	232.00	570.30
SECTION C			

(a) 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.

(2) JUNIOR EMPLOYEES: (Percentage of adult classification upon which they are engaged)

	%
16 Years of age and under	50
17 Years of age	60
18 Years of age	70
19 Years of age	80
20 Years of age	90

(3) LEADING HANDS:

In addition to the rates prescribed herein, any employee appointed by the employer as a leading hand and placed in charge of not less than 3 and not more than 10 other employees, shall be paid $27.05 per week.

In addition to the rates prescribed herein, a leading hand placed in charge of more than 10 and not more than 20 other employees shall be paid $41.35 per week.

13. - MEAL ALLOWANCE

(1) Subject to the provisions of subclause (2) of this clause an employee, required to work overtime for more than two hours, shall be supplied with a meal by the employer or be paid $9.05 for a meal and, if owing to the amount of overtime worked, a second or subsequent meal is required the employee shall be supplied with such meal by the employer or paid $6.20 for each meal so required.

(2) The provisions of subclause (1) of this subclause do not apply:

(a) in respect of any period of overtime for which the employee has been notified on the previous day or earlier that he/she will be required; or

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

(3) If an employee to whom paragraph (a) of subclause (2) of this clause applies has, as a consequence of the notification referred to in that paragraph, provided himself with a meal or meals and is not required to work overtime or is required to work less overtime than the period notified, he shall be paid, for each meal provided and not required, the appropriate amount prescribed in subclause (1) of this clause.

(4) Late Night Trading Meal Allowance:

An employee who commences work prior to 4.30 p.m. on the day of late night trading and is required to work beyond 7.00 p.m. on that day, shall be paid a meal allowance of $9.05.

14. - CASUAL WORKERS

A casual worker is one engaged and paid as such. A casual worker for working ordinary hours shall be paid per hour one-thirtyeighth of the weekly rate prescribed by this award for the work which he or she performs, plus twenty per cent.

15. - PROPORTION OF JUNIORS

(1) The number of junior workers employed in each establishment shall not exceed the proportion of two junior workers to each senior worker or worker in receipt of the prescribed adult rate of pay.

(2) An employer working at the trade shall be regarded as a senior worker for the purpose of this clause.

(3) Notwithstanding anything contained in this clause the proportion of junior workers to seniors may be increased by agreement in writing between the Union and the employer.

16. - POSTING AWARD

The employer shall allow a copy of this award to be posted up in some position where it shall be visible and open to the inspection of the workers.

17. - ABSENCE THROUGH SICKNESS

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

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

An employee whose ordinary hours of work are arranged in accordance with paragraph (a) or (b) of subclause (1) of Section B - Implementation of 38 Hour Week of Clause 7. - Hours so that he/she actually works 38 ordinary hours each week shall be entitled to payment during such absence for the actual ordinary hours absent.

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

An employee whose ordinary hours of work are arranged in accordance with paragraphs (c) or (d) of subclause (1) of Section B - Implementation of 38 Hour Week of Clause 7. - Hours so that he/she works an average of 38 ordinary hours each week during a particular work cycle shall be entitled to pay during such absence calculated as follows:

duration of absence ordinary hours normally worked that day X appropriate weekly rate 5

An employee shall not be entitled to claim payment for personal ill health or injury nor will his/her sick leave entitlement be reduced if such ill health or injury occurs on the week day he/she is to take off duty in accordance with paragraph (c) or (d) of subclause (1) of Section B - Implementation of 38 Hour Week of Clause 7. - Hours.

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

(c) Entitlement to payment shall accrue at the rate of 1/6th of a week for each completed month of service with the employer.

(d) If in the first or successive years of service with the employer an employee is absent on the ground of personal ill health or injury for a period longer than his/her 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 10 weeks in any one year of service.

(3) To be entitled to payment in accordance with this clause the worker shall as soon as reasonably practicable advise the employer of his/her inability to attend for work, the nature of his/her 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.

Where practicable notification of absence due to sickness is to be given no later than two hours after the normal start 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/she is absent on annual leave and the 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/her place of residence or a hospital as a result of his/her personal ill health or injury for a period of seven consecutive days or more and he/she produces a certificate from a registered medical practitioner that he/she 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/she is unable to attend for work on the working day next following his/her 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/she proceeded on annual leave and shall not be made with respect to fractions of a day.

(d) Where paid sick leave has been granted by the employer in accordance with paragraphs (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid sick leave is hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the employee or, failing agreement, shall be added to the employee's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions of Clause 9A. - 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 9A. - Annual Leave shall be deemed to have been paid with respect to the replaced annual leave.

(6) Where a business has been transmitted from one employer to another and the employee's service has been deemed continuous in accordance with subclause (3) of Clause 2 of the Long Service Leave Provisions published in Volume 66 of the Western Australian Industrial Gazette at pages 1 to 4, the paid sick leave standing to the credit of the employee at the date of transmission from service with the transmittor shall stand to the credit of the employee at the commencement of service with the transmittee and may be claimed in accordance with the provisions of this clause.

(7) The provisions of this clause with respect to payment do not apply to employees who are entitled to payment under the Workers' Compensation and Assistance Act nor to employees whose injury or illness is the result of the employee's own misconduct.

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

18. - MIXED FUNCTIONS

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

19. - OUTSIDE WORK

(1) When a worker is sent to outside work, the employer shall pay all fares, and a proper allowance at current rates shall be paid for all necessary meals.

(2) When a worker is engaged at such a distance that he cannot return at night, suitable board and lodging shall be found at the employer's expense.

(3) Travelling time outside ordinary working hours shall be paid for at ordinary rates, up to a maximum of twelve hours in a twenty-four hour period from the time of starting on the journey. Provided that when the travelling is by boat, not more than eight hours shall be paid for in such period.

20. - BREAKDOWNS

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

21. - VEHICLE ALLOWANCE

(1) Where an employee is required during his normal working hours, by his employer, to work outside his usual place of employment, the employer shall pay the employee any reasonable travelling expenses incurred except where an allowance is paid in accordance with subclause (2) of this clause.

(2) (a) Where an employee is required and authorised to use his own motor vehicle in the course of his duties he shall be paid an allowance not less than that provided for in the schedules set out hereunder. Notwithstanding anything contained in this subclause the employer and the employee may make any other arrangements as to car allowance not less favourable to the employee.

(b) 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.

(c) 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:

Schedule 1 - Motor Vehicle Allowance

Area Details	Engine Displacement (in cubic centimetres)		
	Over 2600cc	Over 1600cc - & 2600cc	1600cc Under

	Rate per kilometre (Cents)		
Metropolitan Area	88.40	76.70	68.00
South West Land Division	90.90	78.90	70.10
North of 23.5° South Latitude	99.70	86.90	77.40
Rest of the State	93.80	81.50	72.30

Schedule 2 - Motor Cycle Allowance

Distance travelled during a year on Official Business	Rate per Kilometre (Cents)
All areas of the State	30.50

Motor vehicles with rotary engines are to be included in the 1600-2600cc

22. - LONG SERVICE LEAVE

The Long Service Leave provisions published in volume 60 of the Western Australian Industrial Gazette, pages 1-6 inclusive, are hereby incorporated in and shall be deemed to be part of this award.

23. - JUNIOR WORKER'S CERTIFICATE

Upon being engaged a junior worker shall establish his full name and date of birth by the production of a record of his registration of birth or by such other means as are satisfactory to the employer.

24. - PROTECTIVE CLOTHING

Workers employed in processes which have the effect of damaging or soiling their clothing shall be provided with suitable protective clothing.

25. - COMPASSIONATE LEAVE

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

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

26. - MATERNITY LEAVE

(1) Eligibility for Maternity Leave

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

For the purposes of this clause:

(a) A worker shall include a part-time worker but shall not include a worker engaged upon casual or seasonal work.

(b) Maternity leave shall mean unpaid maternity leave.

(2) Period of Leave and Commencement of Leave

(a) Subject to subclauses (3) and (6) hereof, the period of maternity leave shall be for an unbroken period of from 12 to 52 weeks and shall include a period of six weeks' compulsory leave to be taken immediately before the presumed date of confinement and a period of six weeks' compulsory leave to be taken immediately following confinement.

(b) A worker shall, not less than 10 weeks prior to the presumed date of confinement, give notice in writing to her employer stating the presumed date of confinement.

(c) A worker shall give not less than four weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave, stating the period of leave to be taken.

(d) A worker shall not be in breach of this order as a consequence of failure to give the stipulated period of notice in accordance with paragraph (c) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

(3) Transfer to a Safe-Job

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

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

(4) Variation of Period of Maternity Leave

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

(b) The period of leave may, with the consent of the employer, be shortened by the worker giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(5) Cancellation of Maternity Leave

(a) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of a worker terminates other than by the birth of a living child.

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

(6) Special Maternity Leave and Sick Leave

(a) Where the pregnancy of a worker not then on maternity leave terminates after 28 weeks other than by the birth of a living child then -

(i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, or

(ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to

which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.

(b) Where a worker not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed 52 weeks.

(c) For the purposes of subclauses (7), (8) and (9) hereof, maternity leave shall include special maternity leave.

(d) A worker returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of a worker who was transferred to a safe job pursuant to subclause (3), to the position she held immediately before such transfer.

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

(7) Maternity Leave and Other Leave Entitlements

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

(a) A worker may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is then entitled.

(b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to a worker during her absence on maternity leave.

(8) Effect of Maternity Leave on Employment

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

(9) Termination of Employment

(a) A worker on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this award.

(b) An employer shall not terminate the employment of a worker on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(10) Return to Work After Maternity Leave

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

(b) A worker, upon the expiration of the notice required by paragraph (a) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of a worker who was transferred to a safe job pursuant to subclause (3), to the position which she held immediately before such transfer. Where such position no longer exists but there are other positions available for which the worker is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

(11) Replacement Workers

(a) A replacement worker is a worker specifically engaged as a result of a worker proceeding on maternity leave.

(b) Before an employer engages a replacement worker under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the worker who is being replaced.

(c) Before an employer engages a person to replace a worker temporarily promoted or transferred in order to replace a worker exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the worker who is being replaced.

(d) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement worker.

(e) A replacement worker shall not be entitled to any of the rights conferred by this clause except where her employment continues beyond the 12 months qualifying period.

27. - PAYMENT OF WAGES

(1) All wages shall be paid in the employer's time.

(2) No deduction shall be made from a worker's wages unless the worker has authorised such deduction in writing.

28. - DELETED

29. - LOCATION ALLOWANCE

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

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

Halls Creek	$43.90
Kalbarri	$6.60
Kalgoorlie	$7.90
Kambalda	$7.90
Karratha	$31.50
Koolan Island	$33.20
Koolyanobbing	$8.90
Kununurra	$50.10
Laverton	$19.30
Learmonth	$27.50
Leinster	$18.90
Leonora	$19.30
Madura	$20.20
Marble Bar	$48.30
Meekatharra	$16.70
Mount Magnet	$20.80
Mundrabilla	$20.70
Newman	$18.10
Norseman	$16.50
Nullagine	$48.20
Onslow	$32.60
Pannawonica	$24.60
Paraburdoo	$24.40
Port Hedland	$26.20
Ravensthorpe	$10.00
Roebourne	$36.20
Sandstone	$18.90
Shark Bay	$15.50
Shay Gap	$16.50
Southern Cross	$8.90
Telfer	$44.50
Teutonic Bore	$18.90
Tom Price	$24.40
Whim Creek	$31.20
Wickham	$30.20
Wiluna	$19.20
Wittenoom	$42.70
Wyndham	$47.00

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

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

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

(3) Where an employee:

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

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

such employee shall be paid $66^2/_3$ per cent of the allowances prescribed in subclause (1) of this clause.

(4) Subject to subclause (2) of this clause, junior employees, casual employees, part time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall

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

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

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

(7) For the purposes of this clause:

(a) "Dependant" shall mean -

(i) a spouse or defacto partner; or

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

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

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

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

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

30. - PAYMENT OF WAGES - 38 HOUR WEEK

(1) Each employee shall be paid the appropriate rate shown in Clause 12. - Wages of this award. Subject to subclause (2) of this clause payment shall be pro rata where less than the full week is worked.

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

(a) Actual 38 ordinary hours

In the case of an employee whose ordinary hours of work are arranged in accordance with paragraph (a) or (b) of subclause (1) of Section B - Implementation of 38 Hour Week of Clause 7. - Hours so that he/she works 38 ordinary hours each week, wages shall be paid weekly or fortnightly according to the actual ordinary hours worked each week or fortnight.

(b) Average of 38 ordinary hours

Subject to subclauses (3) and (4) hereof, in the case of an employee whose ordinary hours of work are arranged in accordance with paragraph (c) or (d) of subclause (1) of Section B -

Implementation of 38 Hour Week of Clause 7. - Hours so that he/she works an average of 38 ordinary hours each week during a particular work cycle, wages shall be paid weekly or fortnightly according to a weekly average of ordinary hours worked even though more or less than 38 ordinary hours may be worked in any particular week of the work cycle.

SPECIAL NOTE - EXPLANATION OF AVERAGING SYSTEM

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

(i) Section B - Implementation of 38 Hour Week in Clause 7. - Hours in subclause (1) paragraphs (c) and (d) provides that in implementing a 38 hour week the ordinary hours of an employee may be arranged so that he/she is entitled to a day off, on a fixed day or rostered day basis, during each work cycle. It is in these circumstances that the averaging system would apply.

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

(iii) In such case the averaging system applies and the weekly wage rates for ordinary hours of work applicable to the employee shall be the average weekly wage rates set out for the employee's classification in Clause 12. - Wages of this award and shall be paid each week even though more or less than 38 ordinary hours are worked that week.

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

Consequently, for each day an employee works eight ordinary hours he/she accrues a 'credit' of 24 minutes (0.4 hours).

The maximum 'credit' the employee may accrue under this system is 0.4 hours on 19 days; that is, a total of seven hours and 36 minutes.

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

(3) Absences From Duty

(a) An employee whose ordinary hours are arranged in accordance with paragraph (c) or (d) of Section B - Implementation of 38 Hour Week of Clause 7. - Hours and who is paid wages in accordance with paragraph (a) of subclause (2) hereof and is absent from duty (other than on annual leave, long service leave, holidays prescribed under this award, paid sick leave, workers' compensation or bereavement leave) shall, for each day he/she is so absent, lose average pay for that day calculated by dividing his/her average weekly wage rate by five.

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

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

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

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

Examples:

(An employee's ordinary hours are arranged so that he/she works eight ordinary hours on five days of each week for three weeks and eight ordinary hours on four days of the fourth week).

1. Employee takes one day off without authorisation in first week of cycle.

Week of Cycle		Payment
1st week	=	average weekly pay less one day's pay (ie. 1/5th)

Week of Cycle		Payment
2nd and 3rd weeks	=	average weekly pay each week
4th week	=	average pay less credit not accrued on day of absence
	=	average pay less .4 hours x $\frac{\text{average weekly pay}}{38}$

2. Employee takes each of the four days off without authorisation in the fourth week.

Week of Cycle		Payment
1st, 2nd and 3rd	=	average pay each week weeks
4th week	=	average pay
	=	less 4/5ths of average pay for the four days absent less total of credits not accrued that week
	=	1/5th average pay less 0.4 hours x $\frac{\text{average weekly pay}}{38}$
	=	1/5th average pay less 1.6 hours x $\frac{\text{average weekly pay}}{38}$

(4) Alternative Method of Payment

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

(5) Day Off Coinciding With Pay Day

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

(6) Termination of Employment

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

Provided that in the case of an employee whose ordinary hours are arranged in accordance with paragraph (c) or (d) of subclause (1) of Section B - Implementation of 38 Hour Week and who is paid average pay and who has not taken the day off due to him/her during the work cycle in which his/her employment is terminated, the wages due to that employee shall include a total of credits accrued during the work cycle as detailed in the Special Note following paragraph (b) of subclause (2) of this clause.

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

(7) Details of Payments to be Given

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

(8) Calculation of Hourly Rate

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

31. - SUPERANNUATION

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

(1) Employer Contributions:

(a) An employer shall contribute 9% of ordinary time earnings per eligible employee into one of the following Approved Superannuation Funds:

(i) Westscheme; or

(ii) an exempted Fund allowed by subclause (4) of this clause.

(b) Except where the Trust Deed provides otherwise employer contributions shall be paid on a monthly basis for each week of service that the eligible employee completes with the employer.

(c) No contributions shall be made for periods of unpaid leave, or unauthorised absences in excess of 38 ordinary hours or for periods of workers' compensation in excess of 52 weeks. No contributions shall be made in respect of annual leave paid out on termination or any other payments on terminations.

(2) Fund Membership:

(a) Contributions in accordance with subclause (1) - Employer Contributions of this clause, shall be calculated by the employer on behalf of each employee from the 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 Fund and documentation explaining the Fund within one week of employment commencing.

(ii) If the employee fails to return to the employer a completed application to join the Fund 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 subclause (6) of this clause and an application to join the Fund.

(iii) Where the employee completes and returns the letter of denial, no contribution need be made on that employee's behalf.

(iv) Where the employee completes and returns neither the application to join the Fund nor the letter of denial within one week of postage, the employer shall advise either the Union or the Fund 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.

(b) Part-time employees shall not be entitled to receive the employer contribution mentioned in subclause (1) - Employer Contributions of this clause, unless they work a minimum of 12 hours per week.

(c) Casual employees who are employed for 32 consecutive working days or less shall not be entitled to the benefits of this clause.

(3) Definitions:

"Approved Fund" shall mean any Fund which complies with the Australian Government's Operational Standards for Occupational Superannuation.

"Ordinary time earnings" shall mean the salary, wage or other remuneration regularly received by the employee in respect of the time worked in ordinary hours and shall include shift work penalties, payments which are made for the purpose of District or Location Allowances or any other rate paid for all purposes of the award to which the employee is entitled for ordinary hours of work. Provided that "ordinary time earnings" shall not include any payment which is for vehicle allowances, fares or travelling time allowances (including payments made for travelling related to distant work), commission or bonus.

(4) Exemptions:

Exemptions from the requirements of this clause shall apply to an employer who at the date of this Order:

(a) was contributing to a Superannuation Fund, in accordance with an Order of an industrial tribunal; or

(b) was contributing to a Superannuation Fund, in accordance with an Order or Award of an industrial tribunal, for a majority of employees and makes payment for employees covered by this award in accordance with that Order or Award; or

(c) subject to notification to the Union, was contributing to a Superannuation Fund for employees covered by this award where such payments are not made pursuant to an Order of an industrial tribunal; or

(d) was not contributing to a Superannuation Fund for employees covered by this award; and

(i) written notice of the proposed alternative Superannuation Fund is given to the Union; and

(ii) contributions and benefits of the proposed alternative Superannuation Fund are no less than those provided by this clause; and

(iii) within one month of the notice prescribed in paragraph (i) being given, the Union has not challenged the suitability of the proposed Fund by notifying the Western Australian Industrial Relations Commission of a dispute.

(5) Operative Date:

This clause shall operate from the beginning of the first pay period commencing on or after the 1st day of July, 1989.

(6) 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 an understand:

(1) that should I sign such form you will make contributions on by behalf; and

(2) that I am not required to make contributions of 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)"

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.

32. - PART-TIME WORKERS

(1) A part-time worker may be engaged on a weekly contract in accordance with Clause 6. - Contract of Service of this award to work a regularly rostered number of hours each week. Provided that a part-time worker shall not be rostered to work less than two days per week.

(2) A part-time worker shall be paid a weekly rate calculated pro rata to the class of work on which the worker is engaged in the proportion which the worker's hours of work bear to 38.

(3) Part-time workers shall be entitled to payment for annual leave, public holidays, long service leave and sick leave on a pro rata basis in the same proportion as the number of hours worked per week bears to 38.

(4) The hours of part-time workers shall not be altered without their agreement or the giving of one week's notice.

33. - SHIFT WORK

(1) The provisions of this clause apply to all employees engaged on shift work.

(2) An employer may work his/her establishment on shifts but before doing so shall give notice of his/her intention to the union or unions concerned and of the intended starting and finishing times of ordinary working hours of the respective shifts.

(3) (a) Where any particular process is carried out on shifts other than day shift, and less than five consecutive afternoon or five consecutive night shifts are worked on that process, then employees employed on such afternoon or night shifts shall be paid at overtime rates.

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

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

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

(5) A shift employee when on afternoon or night shift shall be paid per shift of eight hours, a loading at the rate of 15% in addition to his ordinary rate prescribed by this award.

(6) Shift workers shall be allowed a 20 minute paid crib break to be taken approximately in the middle of the shift.

34. - AWARD MODERNISATION AND ENTERPRISE CONSULTATION

(1) The parties to this award are committed to co-operating positively to increase the efficiency and productivity of the industry to enhance the career opportunities and job security of employees in the industry.

(2) At each plant or enterprise a consultative mechanism may be established by the employer, or shall be established upon request by the employees or their Union. The consultative mechanism and procedure shall be appropriate to the size, structure and needs of that plant or enterprise.

(3) Where a consultative committee is established, it will be free to address any matter which is consistent with the objectives of subclause (1) of this clause.

(4) Discussions that take place will have regard to the following requirements:

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

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

(c) any agreement shall not, in the context of a total package, provide for a set of conditions of a lesser standard than that provided by the award and no employee shall have a lesser income as a result of the conditions provided for in such agreement;

(d) the Union must be a party to any agreement which affects the wages and/or conditions of employment of employees;

(e) the Union shall not unreasonably oppose any agreement;

(f) any agreement relating to award matters shall be subject to approval by the Western Australian Industrial Relations Commission and, if approved, shall operate as a schedule to this award and take precedence over any provision of this award to the extent of any inconsistency;

(g) if agreement cannot be reached on a particular issue, then the matter may be referred to the Western Australian Industrial Relations Commission for determination.

APPENDIX - RESOLUTION OF DISPUTES REQUIREMENT

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

(2) Subject to this appendix, and in addition to any current arrangements the following procedures shall apply in connection with questions, disputes or difficulties arising under this award/industrial agreement.

(a) The persons directly involved, or representatives of person/s directly involved, shall discuss the question, dispute or difficulty as soon as is practicable.

(b) (i) If these discussions do not result in a settlement, the question, dispute or difficulty shall be referred to senior management for further discussion.

(ii) Discussions at this level will take place as soon as practicable.

(3) The terms of any agreed settlement should be jointly recorded.

(4) Any settlement reached which is contrary to the terms of this award/industrial agreement shall not have effect unless and until that conflict is resolved to allow for it.

(5) Nothing in this appendix shall be read so as to exclude an organisation party to or bound by the award/industrial agreement from representing its members.

(6) Any question, dispute or difficulty not settled may be referred to the Western Australian Industrial Relations Commission provided that with effect from 22 November 1997 it is required that persons involved in the question, dispute or difficulty shall confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Commission..

SCHEDULE A - PARTIES TO THE AWARD

The following organisation is a party to this award:

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

SCHEDULE B - RESPONDENTS

Illustrations Pty. Ltd.,
885, Wellington Street,
PERTH, 6000.

Kevron Photographics Pty. Ltd.,
143 William Street,
PERTH, 6000.

Colourway Photographic Laboratories,
356 Murray Street,
PERTH, 6000.

Bruno Zimmermann,
759 Beaufort Street,
MT. LAWLEY, 6050.

Langham Studios Pty. Ltd.,
1st Floor, Plaza Arcade,
PERTH, 6000.

J.E. Halse Photographics Pty. Ltd.,
4 Bennett Street,
EAST PERTH, 6000.

Leicart Photographs,
2nd Floor, London Court,
PERTH, 6000.

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.

Dated at Perth this 11th day of July, 1980.

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

PHOTOGRAPHIC INDUSTRY AWARD, 1980

NO. A9 OF 1980.

Delivered 11/07/80 at 60 WAIG 1195

Consolidated at 63 WAIG 288

Consolidated at 72 WAIG 2679

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
1. Title				
	Consolidation s93(6)		26/10/92	72 WAIG 2679
(1A. State Wage Principles)				
	Ins. Cl.	1752/91	31/01/92	72 WAIG 191
	Consolidation s93(6)		26/10/92	72 WAIG 2679
	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. & Title	609/99	06/07/99	79 WAIG 1843

1B. Minimum Adult Award Wage

Ins. 1B	940/97	14/11/97	77 WAIG 3177
Cl.	1070/98	20/07/98	79 WAIG 61
(2),(3),(5) & (8) rates & text	609/99	01/08/99	79 WAIG 1843
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 & 2511
(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, 2740
Cl.	957/05	07/07/06	86 WAIG 1631 & 2268
Cl.	1/07	01/07/07	87 WAIG 1487 & 2174
Cl	115/07	01/07/08	88 WAIG 773 &1391

2. Arrangement

Ins. 27.	1044/84	18/05/85	65 WAIG 688
Ins. 28.	69/85	04/07/85	65 WAIG 1331
Ins. 29.	14/86	01/05/86	66 WAIG 895

Ins. 30.	652/84	01/11/87	68 WAIG 82
Title 21.	351/86	03/10/86	66 WAIG 1687
Ins. 2A.	1018/88	22/09/88	69 WAIG 1602
Ins. 31.	214/89	01/07/89	69 WAIG 2442
Del. 2A.	1940/89	08/09/89	69 WAIG 2913
Ins. 2A.	1688/89	25/09/89	71 WAIG 1512
Ins. 32. & 33.	1427/89(R)	18/12/89	70 WAIG 835
Title 13, Ins. 34.	173/90(R2)	20/12/90	71 WAIG 722
Cl.	1421/91	18/12/91	72 WAIG 136
Ins. 1A.	1752/91	31/01/92	72 WAIG 191
Del. 2A.	572/92	16/06/92	72 WAIG 1615
Consolidation s93(6)		26/10/92	72 WAIG 2679
Del Sch. of Resp & Ins Sch A & Sch B	520/93	05/05/93	73 WAIG 1665
1A. Title	1457/93	24/12/93	74 WAIG 198
1A. Title	985/94	30/12/94	75 WAIG 23
1A. Title	1164/95	21/03/96	76 WAIG 911
Ins. Appendix – Resolution...	693/96	16/07/96	76 WAIG 2768
Ins. Appendix – S.49B...	694/96	16/07/96	76 WAIG 2789
1A. Title	915/96	7/08/96	76 WAIG 3368
1A	940/97	14/11/97	77 WAIG 3177
Ins. 1B	940/97	14/11/97	77 WAIG 3177
1A. Title	757/98	12/06/98	78 WAIG 2579
Del. 1A	609/99	06/07/99	79 WAIG 1843

(2A. State Wage Principles – September 1988)

Ins. 2A	1018/88	22/09/88	69 WAIG 1602
Deleted by G.O.	1940/89	08/09/89	69 WAIG 2913

(2A. State Wage Principles – September 1989)

Ins. Cl.	1688/89	25/09/89	71 WAIG 1512
Cl. & title	1421/91	18/12/91	72 WAIG 136

(2A. State Wage Principles – June 1991)

Del. Cl.	572/92	16/06/92	72 WAIG 1615
Consolidation s93(6)		26/10/92	72 WAIG 2679

3. Scope

Consolidation s93(6)		26/10/92	72 WAIG 2679

4. Area

Consolidation s93(6)		26/10/92	72 WAIG 2679

5. Term

Consolidation s93(6)		26/10/92	72 WAIG 2679

6. Contract of Service

Cl.	1427/89(R)	18/12/89	70 WAIG 835
Ins. (4)	1421/91	18/12/91	72 WAIG 136
Consolidation s93(6)		26/10/92	72 WAIG 2679

7. Hours

Cl.	652/84	01/11/87	68 WAIG 82
Section A, (6)	1427/89(R)	18/12/89	70 WAIG 835
Consolidation s93(6)		26/10/92	72 WAIG 2679

8. Overtime

Cl.	1044/84	18/05/85	65 WAIG 688
Cl.	652/84	01/11/87	68 WAIG 82
(4)	1427/89(R)	18/12/89	70 WAIG 835
Consolidation s93(6)		26/10/92	72 WAIG 2679

9. Public Holidays

(4)	1427/89(R)	18/12/89	70 WAIG 835
Consolidation s93(6)		26/10/92	72 WAIG 2679

9A. Annual Leave

Cl.	1044/84	18/05/85	65 WAIG 688
(7)(b)	652/84	01/11/87	68 WAIG 82
Cl.	1427/89(R)	18/12/89	70 WAIG 835
Consolidation s93(6)		26/10/92	72 WAIG 2679

10. Right of Entry

Consolidation s93(6)		26/10/92	72 WAIG 2679

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

11. Time and Wages Record

Consolidation s93(6)		26/10/92	72 WAIG 2679

12. Wages

Cl.	413/82	19/12/83	64 WAIG 216
Cl.	652/84	01/11/87	68 WAIG 82
Cl.	1018/88	22/09/88	69 WAIG 1602
Cl.	1045/87	01/11/88	69 WAIG 2128
Cl.	1427/89(R)	18/12/89	70 WAIG 835
Cl.	173/90(R2)	20/12/90	71 WAIG 722
(1), (3)	1421/91	18/12/91	72 WAIG 136
Consolidation s93(6)		26/10/92	72 WAIG 2679
(1)	1599/93	31/01/94	74 WAIG 626
Cl.	1095/94	31/03/95	75 WAIG 2232
(1)	368/96	21/05/96	76 WAIG 2003
(3) rates	1426(A)/96	12/11/96	77 WAIG 245
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
(1), (3)	1070/98	20/07/98	79 WAIG 61
(1) Rates, Sect C (c) insert text	609/99	01/08/99	79 WAIG 1843
(3)	851/99	27/08/99	79 WAIG 3048
Cl.	654/00	01/08/00	80 WAIG 3379

Amounts (3).	711/00	7/12/00	81 WAIG 258
Cl	752/01	01/08/01	81 WAIG 1721
(3)	962/01	8/1/02	82 WAIG 295
Cl.	797/02	01/08/02	82 WAIG 1369
(3)	965/02	28/01/03	83 WAIG 798
Cl.	569/03	5/06/03	83 WAIG 1899 & 2511
Cl	570/04	4/06/04	84 WAIG 1521 & 1968
(3)	705/03	11/3/05	85 WAIG 1207
Cl.	576/05	07/07/05	85 WAIG 2083, 2740
Cl.	957/05	07/07/06	86 WAIG 1631 & 2268
(3)	8/07	12/03/07	87 WAIG 473
Cl.	1/07	01/07/07	87 WAIG 1487 & 2174
(1)	16/08	27/05/08	88 WAIG 513 & 532
Cl	115/07	01/07/08	88 WAIG 773 &1391
(3)	79/08	9/12/08	89 WAIG 145

(13. Meal Money)

Cl.	1044/84	18/05/85	65 WAIG 688
Cl. & Title	254/85	19/04/88	68 WAIG 1068

13. Meal Allowance

(1) & (4) amounts only	173/90(R2)	20/12/90	71 WAIG 722
Consolidation s93(6)		26/10/92	72 WAIG 2679
(1) & (4) rates	1399/96	12/11/96	77 WAIG 245
Amounts (1) & (4).	711/00	7/12/00	81 WAIG 258
Amounts (1) & (4).	711/00	7/12/00	81 WAIG 258

(1) & (4)	962/01	8/1/02	82 WAIG 295
(1) & (4)	965/02	28/01/03	83 WAIG 798
(1) & (4)	705/03	11/3/05	85 WAIG 1207
(1) & (4)	8/07	12/03/07	87 WAIG 473
(1) & (4)	79/08	9/12/08	89 WAIG 145

14. Casual Workers

Cl.	142/92	25/02/92	72 WAIG 835
Consolidation s93(6)		26/10/92	72 WAIG 2679

15. Proportion of Juniors

Consolidation s93(6)		26/10/92	72 WAIG 2679

16. Posting of Award

Consolidation s93(6)		26/10/92	72 WAIG 2679

17. Absence Through Sickness

Cl.	652/84	01/11/87	68 WAIG 82
(3)	1045/87	01/11/88	69 WAIG 2128
Consolidation s93(6)		26/10/92	72 WAIG 2679

18. Mixed Functions

Consolidation s93(6)		26/10/92	72 WAIG 2679

19. Outside Work

Consolidation s93(6)		26/10/92	72 WAIG 2679

20. Breakdowns

Consolidation s93(6)		26/10/92	72 WAIG 2679

(21. Car Allowance)

Cl. & Title	351/86	03/10/86	66 WAIG 1687

21. Vehicle Allowance

Cl.	915/88	14/12/88	69 WAIG 607
Cl.	1688/89	25/09/89	71 WAIG 1512
(2) Sch. 1 & 2	209/90	08/01/91	71 WAIG 422
(2) Sch. 1 & 2	112/91	25/03/91	71 WAIG 1265
(2) Sch. 1 & 2	572/92	16/06/92	72 WAIG 1615
Consolidation s93(6)		26/10/92	72 WAIG 2679
(2)(c)	1426(B)/96	21/10/97	77 WAIG 2471
(2)(c) Sch.1 & 2.	711/00	7/12/00	81 WAIG 258
(2)(c) Sch.1 & 2.	962/01	8/1/02	82 WAIG 295
(2) (c) Sch 1 & 2	965/02	28/01/03	83 WAIG 798
(2)(c)	705/03	11/3/05	85 WAIG 1207
(2)(c)	8/07	12/03/07	87 WAIG 473
(2)(c)	79/08	9/12/08	89 WAIG 145

22. Long Service Leave

Consolidation s93(6)		26/10/92	72 WAIG 2679

23. Junior Worker's Certificate

Consolidation s93(6)		26/10/92	72 WAIG 2679

24. Protective Clothing

Consolidation s93(6)		26/10/92	72 WAIG 2679

25. Compassionate Leave

Consolidation s93(6)		26/10/92	72 WAIG 2679

26. Maternity Leave

Consolidation s93(6)		26/10/92	72 WAIG 2679

27. Payment of Wages

Ins. Cl.	1044/84	18/05/85	65 WAIG 688
Consolidation s93(6)		26/10/92	72 WAIG 2679

(28. Junior Employees – Special Orders)

Ins. Cl.	69/85	04/07/85	65 WAIG 1331
Deleted by G.O.	1333/87	16/12/87	68 WAIG 385

28. DELETED

Consolidation s93(6)		26/10/92	72 WAIG 2679

29. Location Allowance

Ins. Cl.	14/86	01/05/86	66 WAIG 895

Cl.	409/86	01/07/86	66 WAIG 1149
Cl.	603/87	01/07/87	67 WAIG 1094
Cl.	1353/87	01/01/88	68 WAIG 996
Cl.	517/88	01/07/88	68 WAIG 1686
(1),(13)	834/89	01/07/89	69 WAIG 3217
Cl.	778 & 1065/90	01/07/90	70 WAIG 2995
Cl.	1049/91	01/07/91	71 WAIG 2753
Cl.	851/92	01/07/92	72 WAIG 2498
Consolidation s93(6)		26/10/92	72 WAIG 2679
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	1/07/98	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	1/07/04	84 WAIG 2145
Cl.	458/05	07/07/05	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

30. Payment of Wages - 38 Hour Week

Ins. Cl.	652/84	01/11/87	68 WAIG 82

(EDIT NOTE: Example 2. in (3) incorrect calculation should read 4 x 0.4 x aver. ...)

Consolidation s93(6)		26/10/92	72 WAIG 2679

31. Superannuation

Ins. Cl.	214/89	01/07/89	69 WAIG 2442
Consolidation s93(6)		26/10/92	72 WAIG 2679
Ins. Text	599/98	30/06/98	78 WAIG 2559
(1)(a)	965/02	28/01/03	83 WAIG 798

32. Part-time Workers

Ins. Cl.	1427/89(R)	18/12/89	70 WAIG 835
Consolidation s93(6)		26/10/92	72 WAIG 2679

33. Shift Work

Ins. Cl.	1427/89(R)	18/12/89	70 WAIG 835
Consolidation s93(6)		26/10/92	72 WAIG 2679

(34. Structural Efficiency)

Ins. Cl.	173/90(R2)	20/12/90	71 WAIG 722
Cl. & title	1421/91	18/12/91	72 WAIG 136

34. Award Modernisation and Enterprise Consultation

Consolidation s93(6)		26/10/92	72 WAIG 2679

Appendix - Resolution of Disputes Requirement

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

Schedule A – Parties to the Award

Ins. Sch	520/93	05/05/93	73 WAIG 1665
Text	851/99	27/08/99	79 WAIG 3048
Text	711/00	7/12/00	81 WAIG 258

(Schedule of Respondents)

Consolidation s93(6)		26/10/92	72 WAIG 2679
Rename. Sch	520/93	05/05/93	73 WAIG 1665

Schedule B - Respondents

Del. Resp.	76/80 pt 161	01/02/99	79 WAIG 836
Del. Resp.	711/00	7/12/00	81 WAIG 258

Appendix - S.49B - Inspection of Records Requirements

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