

# Soft Furnishings Award

## 1. - TITLE

This award shall be known as the "Soft Furnishings Award" and replaces the Furniture Trades Industry Award No. 30 of 1979 insofar as it relates to Soft Furnishing Manufacture.

## 2. - ARRANGEMENT

1. Title
2. Arrangement
3. Area
4. Scope
5. Term
6. Mixed Function
7. Wages
- 7A. Minimum Wage
8. Payment of Wages
9. Leading Hand
10. Definitions
11. Casual Employees
12. Hours
13. Overtime
14. Meal Money
15. Shift Work
16. Public Holidays
17. Annual Leave
18. Away from Home and Travelling Time
19. Contract of Service
- 19A. Notification of Change
- 19B. Redundancy
20. Under-Rate Employees
21. Interviewing Employees and Inspection of Premises
22. Posting of Union Notices
23. Junior Employees
24. Junior Employee's Certificate
25. Time, Wages and Superannuation Record
26. Clock
27. Breakdown
28. Board of Reference
29. Apprentices
30. Sick Leave
31. Rest Period and Meal Break
32. Long Service Leave
33. Part-Time Employees
34. Compassionate Leave
35. Jury Service
36. First Aid Equipment
37. No Reduction
38. Dirt or Dust Money
39. Junior Employees - Special Orders
40. Maternity Leave
41. Grievance/Dispute Procedure
42. Outworkers
43. Superannuation
44. Structural Efficiency
45. Traineeships
46. Career Start Traineeships

Appendix - Resolution of Disputes Requirement  
Schedule 1 - Parties to the Award  
Schedule 2 - Respondents  
Appendix - S.49B - Inspection Of Records Requirements

### 3. - AREA

This award shall have effect over the whole of the State of Western Australia.

### 4. - SCOPE

This award shall apply to Soft Furnishing Manufacture as carried on by representative employers named in the schedule attached hereto.

### 5. - TERM

The term of this award shall be for a period of 2 years as from the beginning of the first pay period commencing on or after the 11th day of August, 1982.

### 6. - MIXED FUNCTION

Any employee carrying out work classified at a higher minimum than his usual rate shall be paid, whilst engaged on such work, at the rate prescribed therefore: Provided that where no record of such work is kept, the employee shall be paid at the higher rate for the whole of the day on which the work was performed.

### 7. - WAGES

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

- | (1) | Classification                        | Total Rate\$ |
|-----|---------------------------------------|--------------|
|     | (a) Workroom Supervisor               | 814.20       |
|     | (b) Specialist Soft Furnishings Maker | 778.90       |
|     | (c) Installer                         | 763.60       |
|     | (d) Cutter                            | 759.20       |
|     | (e) Machinist                         | 737.30       |
|     | (f) Presser and Finisher              | 710.70       |
|     | (g) Trainee (entry level employee)    | 697.50       |
- (2) The rates of pay in this award include arbitrated safety net adjustments available since December 1993, under the Arbitrated Safety Net Adjustment Principle.
- These arbitrated safety net adjustments may be offset against any equivalent amount in the rate of pay received by employees since 1 November 1991 above the rate prescribed in the Award, except where such absorption is contrary to the terms of an industrial agreement.
- Increases in rates of pay otherwise made under the State Wage Case Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.
- (3) Apprentices:
- (a) The rate per week for apprentices shall be the percentages shown in paragraph (b) hereof, of the total rate for a Specialist Soft Furnishings Maker.

(b) Percentages

Three Year Term	%
First Year	42
Second Year	55
Third Year	88

(4) Junior Employees:

(a) The wages per week for a junior employee shall be the percentage shown in paragraph (b) hereof, of the total rate for a Machinist.

(b) Percentage: %

Under 16 years	40
Between 16 and 17 years	48.5
Between 17 and 18 years	56
Between 18 and 19 years	77
Between 19 and 20 years	84
Between 20 and 21 years	89.5

7A. - MINIMUM 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 \$679.90 per week payable on and from the commencement of the first pay period on or after 1 July 2015.
- (3) The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case Decisions.
- (4) Unless otherwise provided in this clause adults employed as casuals, part-time employees or piece workers or employees who are remunerated wholly on the basis of payment by result shall not be paid less than pro rata the minimum adult award wage according to the hours worked.
- (5) Employees under the age of 21 shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award to the minimum adult award wage.
- (6) The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or Jobskill placements or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the Minimum Conditions of Employment Act 1993.
- (7) Liberty to apply is reserved in relation to any special category of employees not included here or otherwise in relation to the application of the minimum adult award wage.
- (8) Subject to this clause the minimum adult award wage shall –
  - (a) Apply to all work in ordinary hours.
  - (b) Apply to the calculation of overtime and all other penalty rates, superannuation, payments during any period of paid leave and for all purposes of this award.
- (9) Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2015 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 \$584.20 per week on and from the commencement of the first pay period on or after 1 July 2015.
- (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.

8. - PAYMENT OF WAGES

- (1)
  - (a) Wages shall be paid on or before Thursday of each week, and shall be available to employees within 10 minutes of the usual time for finishing work.
  - (b) Wages shall be paid in cash, provided that an employee may agree to have his or her wages paid by cheque or by Electronic Funds Transfer.
- (2) Where an employee's contract of employment is terminated by the employer, or where the employee lawfully leaves his or her employment and except for misconduct justifying dismissal, that employee shall be paid all wages and entitlements provided for by subclause (4) and (7)(a) of Clause 17. - Annual Leave, due to him or her, within two hours of the expiration of employment.

9. - LEADING HANDS

An employee placed in charge of:

- (1) Not less than three and not more than ten other employees shall be paid **\$22.30** per week extra.
- (2) More than ten and not more than twenty other employees shall be paid **\$27.50** per week extra.
- (3) More than 20 other employees shall be paid **\$36.20** per week extra.

10. - DEFINITIONS

- (1) "Workroom Supervisor" shall mean an employee appointed to supervise a production section of the workforce, and/or who is responsible for scheduling orders, and/or who is responsible for the workflow and quality standards, and/or who is responsible for implementing any provisions for on-the-job training.

- (2) "Specialist Soft Furnishing Maker" shall mean an employee able to make and cut patterns, and able to manufacture from instructions, curtains, bedspreads, pelmets, swags and tails, cushions (box and soft-sided), doonas, pillowcases, festoons, soft austrian shades or soft roman blinds without direct supervision.
- (3) "Installer" shall mean an employee required to do tasks that may include measuring, quoting, fixing or installing of all soft furnishing products and/or hand sewing and/or packaging.
- (4) "Cutter" shall mean an employee who has an understanding of pattern matching, is able to follow worksheet instructions and may perform tasks that include cutting of curtains, bedspreads, cushions, bedding or tiebacks.
- (5) "Machinist" shall mean an employee able to follow worksheet instructions and capable of using an overlocker, blind stitcher, spot tacker or straight sewing machines.
- (6) "Presser and Finisher" shall mean an employee able to lay up and measure various soft furnishings using the appropriate machinery and/or who is capable of pressing curtains and various manufactured soft furnishings.
- (7) "Trainee" shall mean
  - (a) an employee engaged under the terms of this award and in accordance with the provisions of an Australian traineeship established pursuant to Section 37D of the Industrial Training Act 1975 and approved by the State Management Committee, or
  - (b) an employee who is either new to the soft furnishings industry or coming from any area of the needle trades and undertaking up to 494 hours' training relating to areas of work covered by the classifications in Clause 10. - Definitions, of this award.
- (8) Any pronoun used in this award and specifying a gender shall be taken to mean either gender, except where that use would give rise to a meaning not reasonably intended.

#### 11. - CASUAL EMPLOYEES

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

#### 12. - HOURS

- (1) Subject as hereinafter provided, the ordinary hours of work shall not exceed 38 in any one week and shall not exceed seven hours and 36 minutes daily, to be worked, except for shift employees, between the hours of 6.00 a.m. and 6.00 p.m. from Monday to Friday inclusive. The ordinary starting and finishing time shall not be altered except by agreement between the employer and the union, or in default hereof, by a Board of Reference.
- (2) Implementation of 38 Hour Week:
  - (a) Except as provided in paragraph (c) hereof, the method of implementation of the 38 hour week may be any one of the following:
    - (i) by employees working less than eight ordinary hours each day; or

- (ii) by employees working less than eight ordinary hours on one or more days each week; or
  - (iii) by fixing one day of ordinary working hours on which all employees will be off duty during a particular 4 week cycle; or
  - (iv) by rostering employees off duty on various days of the week during a particular 4 week cycle so that each employee has one day of ordinary working hours off duty during that cycle.
- (b) An assessment should be made as to which method of implementation best suits each employer and the proposal shall be discussed with the employees concerned, the objective being to reach agreement on the method of implementation.
  - (c) Different methods of implementation of a 38 hour week may apply to various sites or establishments of the one employer.
  - (d) Notice of Days Off Duty.

Except as provided in paragraph (e) hereof, in cases where, by virtue of the arrangement of his ordinary working hours, an employee, in accordance with subparagraphs (iii) and (iv) of paragraph (a) hereof, is entitled to a day off duty during his work cycle, such employee shall be advised by the employer at least four weeks in advance of the day he is to take off duty.

- (e)
    - (i) An employer, with the agreement of the majority of employees concerned, may substitute the day an employee is to take off in accordance with subparagraphs (iii) and (iv) of paragraph (a) hereof, for another day in the case of a breakdown in machinery or a failure or shortage of electric power or some other emergency situation.
    - (ii) An employer and employee may by agreement substitute the day the employee is to take off for another day.
- (3) Procedures for In-House Discussions:
- (a) Procedures shall be established for in-house discussions, the objective being to agree on the method of implementing a 38 hour week in accordance with subclauses (1) - Hours of Work and (2) - 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.
  - (b) 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.
  - (c) The procedures should allow for the monitoring of agreements and understandings reached in-house.
  - (d) In cases where agreement cannot be reached in-house in the first instances or where problems arise after initial agreements or understandings have been achieved in-house, a formal monitoring procedure shall apply. The basic steps in this procedure for settling such a problem are as follows:-
    - (i) Consultation shall take place within the particular establishment concerned.
    - (ii) If it is unable to be resolved at establishment level, the matter shall be referred to the State Secretary of the union concerned or his deputy, at which level a conference of the parties shall be convened without delay.
    - (iii) In the absence of agreement either party may refer the matter to the Western Australian Industrial Relations Commission.

### 13. - OVERTIME

- (1) Notwithstanding anything contained herein -
  - (a) An employer may require any employee to work reasonable overtime and such employee shall work overtime in accordance with such requirements.
  - (b) An organisation, party to this award, and/or an employee or employees covered by this award, shall not in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.
- (2) All time worked beyond the ordinary working hours on any day, Monday to Friday inclusive, shall be paid for at the rate of time and one-half for the first two hours and double time thereafter.
- (3) Work performed on Saturdays prior to 12 noon shall be paid for at the rate of time and one-half for the first four hours and double time thereafter. All work performed on Saturdays after 12 noon or on Sundays shall be paid for at double time rates.
- (4) All work performed on a holiday as prescribed in Clause 17 shall be paid for at the rate of time and a half in addition to the holiday pay to which the worker is entitled under the provisions of Clause 17. - Annual Leave.

### 14. - MEAL MONEY

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

### 15. - SHIFT WORK

- (1) An employer may, if he so desires, work his establishment on shifts, but before doing so he shall give notice of his intention to the union and of the intended starting and finishing times or ordinary working hours of the respective shifts.
- (2)
  - (a) Where 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.
  - (b) The sequence of work shall not be deemed to be broken under the preceding paragraph by reason of the fact that work on the process is not carried out on a Saturday or Sunday or on any holiday.
- (3) The loading on the ordinary rates of pay for shift work shall be ten per cent for afternoon shift and fifteen per cent for night shift.

#### 16. - PUBLIC HOLIDAYS

- (1) (a) The following days or the days observed in lieu shall, subject to this clause and to subclause (4) of Clause 13. - Overtime of this award, be allowed as holidays without deduction of pay, namely -
- New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.
- Provided that another day may be taken as a holiday by agreement between an employee and an employer in lieu of any of the days named in this subclause.
- (b) When any of the days mentioned in paragraph (a) hereof falls on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.
- (2) On any public holiday not prescribed as a holiday under this award the employer's establishment or place of business may be closed, in which case an employee need not present himself for duty and payment may be deducted but if work be done ordinary rates of pay shall apply.

#### 17. - ANNUAL LEAVE

- (1) (a) Except as hereinafter provided a period of four consecutive weeks leave with payment as prescribed in paragraph (b) hereof shall be allowed annually to an employee by his employer after a period of twelve months' continuous service with such an employer.
- (b) (i) An employee before going on leave shall be paid the wages he would have received in respect of the ordinary time he would have worked had he not been on leave during the relevant period.
- (ii) Subject to paragraph (c) hereof an employee shall, where applicable, have the amount of wages to be received for annual leave calculated by including the following where applicable:
- (aa) the rate applicable to the employee as prescribed in Clause 7. - Wages of the award and,
- (bb) Subject to paragraph (c)(ii) the rate prescribed for work in ordinary time by Clause 12. - Hours and Clause 15. - Shift Work of the award according to the employee's roster or projected roster.
- (cc) the rate applicable pursuant to Clause 6. - Mixed Function calculated on a daily basis, which the employee would have received for ordinary time during the relevant period whether on a shift roster or otherwise.
- (dd) Any other rate to which the employee is entitled in accordance with his contract of employment for ordinary hours of work; provided that this provision shall not operate so as to include any payment which is of a similar nature to or is paid for the same reasons as or is paid in lieu of those payments prescribed in Clause 18. - Away from Home and Travelling Time nor any payment which might have become payable to the employee as reimbursement for expenses incurred.
- (c) During a period of annual leave an employee shall receive a loading calculated on the rate of wage prescribed by paragraph (b)(ii)(aa) hereof. The loading shall be as follows:-

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

Provided that where the worker would have received shift loading prescribed by Clause 15. - Shift Work had he not been on leave during the relevant period and such loadings would have entitled him to a greater amount than the loading of 17 1/2 per cent, then the shift loadings shall be added to the rate of wage prescribed by paragraph (b)(ii)(aa) hereof in lieu of the 17 1/2 per cent loading.

Provided further, that if the shift loadings would have entitled him to a lesser amount than the loading of 17 1/2 per cent, then such loading of 17 1/2 per cent shall be added to the rate of wage prescribed by paragraph (b)(ii)(aa) hereof in lieu of the shift loadings.

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

- (2) Each employee shall where practicable be given three months' notice of the commencing date of annual leave and such leave shall where practicable, having regard to the exigencies of the employer's business, be arranged to suit the convenience of the employee.
- (3) If any award holiday falls within a employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid: Provided that at the option of the employer any of the award holidays so falling within the period of annual leave shall be given in one of the following ways -
  - (a) Added to the Easter holidays, in which case the employer may, at his option, add one further day in lieu of Australia Day (26th January). Where it is the intention of the employer to adopt this method he shall notify the employee of such intention.
  - (b) By agreement between the employer and the employee, but not otherwise, another day shall be given in lieu of each of such award holidays.
- (4) If after one month's continuous service in any qualifying 12 monthly period an employee leaves his employment or his employment is terminated by the employer through no fault of the employee, the employee shall be paid 2.923 hours at the rate of wage prescribed by Clause 7. - Wages, in respect of each completed week of service.
- (5) Any time in respect of which an employee is absent from work except time for which he is entitled to claim sick pay or time spent on holidays or annual leave as prescribed by this award shall not count for the purpose of determining his right to annual leave.
- (6) In the event of an employee being employed by an employer for portion only of a year, he shall only be entitled subject to subclause (4) of this clause, to such annual leave on full pay as is proportionate to his length of service during that period with such employer and if such leave is not equal to the leave given to the other employees of such employer, he shall not be entitled to work or pay whilst the other employees of such employer are on leave on full pay.
- (7) (a) An employee whose employment terminates after he has completed a 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 in lieu of that leave or, in a case to which subclauses 7(b) or (8) of this clause applies, in lieu of so much of that leave as has not been allowed unless -
  - (i) he has been justifiably dismissed for misconduct and -
  - (ii) the misconduct for which he has been dismissed occurred prior to the completion of that qualifying period.

- (b) In special circumstances and by mutual consent of the employer, the employee and the union, annual leave may be taken in not more than two periods.
- (8) Notwithstanding anything else herein contained an employer who observes a Christmas close-down for the purpose of granting leave may require an employee to take his annual leave in not more than two periods.

#### 18. - AWAY FROM HOME AND TRAVELLING TIME

- (1) Where an employee is sent by the employer to a job at such distance that the employee cannot return to their home each night -
  - (a) Suitable board and lodging shall be found at the employer's expense.
  - (b) All fares in connection with such travelling shall be paid together with a reasonable allowance for each ordinary meal actually and reasonably incurred.
  - (c) When any employee is required to travel at night, sleeping berth accommodation shall be provided by the employer.
- (2) An employee who on any day or from day to day is required to work at a job away from their accustomed workshop shall at the direction of the employer present themselves for work at such job at the usual starting time, but for all time reasonably spent in reaching and returning from such job (in excess of the time normally spent in travelling from their home to such workshop and returning) the employee shall be paid travelling time, and also fares or kilometres (in accordance with the provisions of paragraph (4) of this clause) incurred in excess of those normally incurred in travelling between their home and such workshop.
- (3) Travelling time outside the ordinary working hours shall be paid for at ordinary rates up to a maximum of twelve hours in any twenty four hour period from the time of starting of the journey, provided that, when travelling is by boat, not more than eight hours shall be paid for in any twenty four hour period.
- (4) Where in the service of the employer, an employee provides their own means of transport, the employer shall allow to each such employee **\$0.34** per kilometre so travelled.

#### 19. - CONTRACT OF SERVICE

- (1) Except as provided in Clause 11. - Casual Employees, employment shall be by the week. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the week.
- (2) In order to terminate the employment of an employee the employer shall give to the employee one week's notice of the intention to terminate. Provided that employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, shall be entitled to an additional week's notice.
- (3) The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice required on the age of the employee concerned.
- (4) Payment in lieu of the notice prescribed in subclauses (2) and (3) of this clause shall be made where the appropriate notice is not given. Provided that the contract of employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (5) Notwithstanding the provisions of subclause (2) of this clause the employer shall have the right to dismiss an employee without notice for misconduct justifying instant dismissal, and in such a case wages may be paid up to the time of dismissal only.

## 19A. - NOTIFICATION OF CHANGE

### (1) Employer's Duty to Notify

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

### (2) Employer's Duty to Discuss Change

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

## 19B. - REDUNDANCY

### (1) Discussions Before Terminations

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

### (2) Transfer to Lower Paid Duties

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

(3) Severance Pay

- (a) In addition to the period of notice prescribed in subclause (2) of Clause 19. - Contract of Service for ordinary termination, and subject to further order of the Western Australian Industrial Relations Commission, an employee whose employment is terminated for reasons set out in paragraph (1)(a) of this clause shall be entitled to the following amount of severance pay in respect of a continuous period of service.

<b>Period of Continuous Service</b>	<b>Severance Pay</b>
Less than 1 year	Nil
1 year but less than 2 years	4 weeks pay
2 years but less than 3 years	6 weeks pay
3 years but less than 4 years	7 weeks pay
4 years and over	8 weeks pay

“Weeks pay” means the ordinary weekly rate of wage for the employee concerned.

Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

- (b) For the purpose of this clause continuity of service shall not be broken on account of:
- (i) any interruption or termination of the employment by the employer if such interruption or termination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence;
  - (ii) any absence from work on account of personal sickness or accident for which an employee is entitled to claim sick pay as prescribed by this award or on account of leave lawfully granted by the employer; or
  - (iii) any absence with reasonable cause, proof whereof shall be upon the employee.

Provided that, in the calculation of continuous service under this subclause, any time in respect of which an employee is absent from work except time for which an employee is entitled to claim annual leave, sick pay, long service leave and public holidays as prescribed by this award, shall not count as time worked.

- (c) Service by the employee with a business which 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. - Long Service of the Long Service Leave Provisions published in Volume 75 of the Western Australian Industrial Gazette at pages 1-4 shall also constitute continuous service for the purpose of this clause.

(4) Employee Leaving During Notice

An employee whose employment is to be terminated for reasons set out in paragraph (1)(a) of this clause may terminate employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that, in such circumstances, the employee shall not be entitled to payment in lieu of notice.

(5) Alternative Employment

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

(6) Time Off During Notice Period

- (a) During the period of notice of termination of employment given by an employer, an employee whose employment is to be terminated for reasons set out in paragraph (1)(a) of this clause that employee shall, for the purpose of seeking other employment, be entitled to be absent from work during each week of notice up to a maximum of eight ordinary hours without deduction of pay.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

(7) Notice to Commonwealth Employment Service

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

(8) Superannuation Benefits

- (a) Subject to further order of the Western Australian Industrial Relations Commission, where an employee who is terminated receives a benefit from a superannuation scheme, the employee shall only receive, under subclause (3) of this clause, the difference between the severance pay specified in that subclause and the amount of the superannuation benefit the employee receives which is attributable to employer contributions only.
- (b) If the superannuation benefit is greater than the amount due under subclause (3) of this clause then the employee shall receive no payment under that subclause.
- (c) Provided that benefits arising directly or indirectly from contributions made by an employer in accordance with an award, agreement or order made or registered under the Industrial Relations Act 1979 shall not be taken into account unless the Western Australian Industrial Relations Commission so orders in a particular case.

(9) Employees with Less Than One Year's Service

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

(10) Employees Exempted

This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks.

(11) Employers Exempted

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

(12) Incapacity to Pay

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

20. - UNDER-RATE EMPLOYEES

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

21. - INTERVIEWING EMPLOYEES AND INSPECTION OF PREMISES

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

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

22. - POSTING OF UNION NOTICES

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

23. - JUNIOR EMPLOYEES

- (1) Junior employees may be employed on all work for which an apprenticeship is not provided.
- (2) One junior employee shall be allowed proportion of one to two or fraction thereof adult employees.

#### 24. - JUNIOR EMPLOYEES CERTIFICATE

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

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

#### 25. - TIME, WAGES AND SUPERANNUATION RECORD

The provisions of this subclause are subject to the following requirements:

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.

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.

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

- (1) Each employer shall keep a time and wages record wherein shall be entered -
  - (a) the name and address of each employee,
  - (b) the nature of his or her employment,
  - (c) the time he or she commences and finishes work each day,
  - (d) the total hours worked each day and each week,
  - (e) the wages (including any overtime payments) received thereto, and
  - (f) the ages of junior employees.
- (2) Such record shall be entered up each day in legible English characters, and shall be signed weekly only if correct, by each employee.
- (3) Each employer shall keep an accurate up-to-date record of all contributions made to an approved superannuation fund as provided by Clause 43. - Superannuation.
- (4) For the purposes of subclauses (1) and (3), any system of automatic recording by means of machine shall be deemed a compliance with this clause, to the extent of the information recorded.

- (5) The records referred to in this clause shall be open for inspection by a fully accredited official of the Union during ordinary office hours, at the employer's place of business or other convenient place, and that official shall be allowed to take extracts therefrom.

#### 26. - CLOCK

One reliable clock shall be installed in each factory and the starting and finishing time of employees shall be taken from that clock.

#### 27. - BREAKDOWN

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

#### 28. - BOARD OF REFERENCE

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

#### 29. - APPRENTICES

The maximum number of apprentices allowed to be employed by any employer shall be in the proportion of one apprentice to every two or fraction of two journeymen employed in that branch. Provided that the fraction shall not be less than one.

#### 30. - SICK LEAVE

- (1) (a) An employee who is unable to attend or remain at his place of employment during the ordinary hours of work by reason of personal ill health or injury shall be entitled to payment during such absence in accordance with the following provisions.
- (b) Entitlement to payment shall accrue at the rate of one sixth of a week for each completed month of service with the employer.
- (c) If in the first or successive years of service with the employer an employee is absent on the ground of personal ill health or injury for a period longer than this entitlement to paid sick leave, payment may be adjusted at the end of that year of service, or at the time the employee's services terminate, if before the end of that year of service, to the extent that the employee has become entitled to further paid sick leave during that year of service.
- (2) The unused portions of the entitlement to paid sick leave in any one year shall accumulate from year to year and subject to this clause may be claimed by the employee if the absence by reason of personal ill health or injury exceeds the period for which entitlement has accrued during the year at the time of the absence. Provided that an employee shall not be entitled to claim payment for any period exceeding ten weeks in any one year of service.
- (3) To be entitled to payment in accordance with this clause the employee shall as soon as reasonably practicable advise the employer of his inability to attend for work, the nature of his illness or injury and

the estimated duration of the absence. Provided that such advice, other than in extraordinary circumstances shall be given to the employer within 24 hours of the commencement of the absence.

- (4) The provisions of this clause do not apply to an employee who fails to produce a certificate from a medical practitioner dated at the time of the absence or who fails to supply such other proof of the illness or injury as the employer may reasonably require provided that the employee shall not be required to produce a certificate from a medical practitioner with respect to absences of two days or less unless after two such absences in any year of service the employer requests in writing that the next and subsequent absences in that year if any, shall be accompanied by such certificate.
- (5)
  - (a) Subject to the provisions of this subclause, the provisions of this clause apply to an employee who suffers personal ill health or injury during the time when he is absent on annual leave and an employee may apply for and the employer shall grant paid sick leave in place of paid annual leave.
  - (b) Application for replacement shall be made within seven days of resuming work and then only if the employee was confined to his place of residence or a hospital as a result of his personal ill health or injury for a period of seven consecutive days or more and he produces a certificate from a registered medical practitioner that he was so confined. Provided that the provisions of this paragraph do not relieve the employee of the obligation to advise the employer in accordance with subclause (3) of this clause if he is unable to attend for work on the working day next following his annual leave.
  - (c) Replacement of paid annual leave by paid sick leave shall not exceed the period of paid sick leave to which the employee was entitled at the time he proceeded on annual leave and shall not be made with respect to fractions of a day.
  - (d) Where paid sick leave has been granted by the employer in accordance with paragraphs (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid sick leave is hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the employee or, failing agreement, shall be added to the employee's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions of Clause 17. - 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 17. - Annual Leave shall be deemed to have been paid with respect to the replaced annual leave.
- (6) Where a business has been transmitted from one employer to another and the employee's service has been deemed continuous in accordance with subclause (3) of Clause 2 of the Long Service Leave provisions published in volume 59 of the Western Australian Industrial Gazette at pages 1 -6, the paid sick leave standing to the credit of the employee at the date of transmission from service with the transmittor shall stand to the credit of the employee at the commencement of service with the transmittor and may be claimed in accordance with the provisions of this clause.
- (7) The provisions of this clause with respect to payment do not apply to employees who are entitled to payment under the Workers' Compensation Act nor to employees whose injury or illness is the result of the employee's own misconduct.
- (8) The provisions of this clause do not apply to casual employees.
- (9) Sick leave accumulated prior to the coming into operation of this award shall be brought forward pursuant to the provisions under which it accrued.

### 31. - REST PERIOD AND MEAL BREAK

- (1) Subject to the provisions of this paragraph, a rest period of seven minutes from the time of ceasing to the time of resumption of work shall be allowed each day.

- (2) The rest period shall be granted as time off duty without deduction of pay and shall be arranged at a time and in a manner to suit the convenience of the employer.
- (3) Refreshments may be taken by employees during the rest period but the period of seven minutes shall not be exceeded under any circumstances.
- (4) There shall be a cessation of work and of working time for the purpose of a meal on each day of not less than thirty (30) minutes nor more than sixty (60) minutes to be taken at a time as near as practicable equally divides the working day or shift, provided that no more than five hours work shall be worked in any day before an employee is entitled to a meal break.
- (5) An employee who has worked continuously (except for meal or crib times allowed by this award) for twenty hours shall not be required to continue at or recommence work for at least twelve hours.
- (6) Should the overtime continue beyond three hours a paid meal break of 20 minutes at the ordinary rate of pay shall be allowed immediately on completion of the three hour period.
- (7) When overtime is worked on a Saturday or Sunday or public holiday for a half day, full day or more, tea breaks and meal breaks shall be allowed in accordance with award provisions for a normal working day.

### 32. - LONG SERVICE LEAVE

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

### 33. - PART-TIME EMPLOYEES

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

### 34. - COMPASSIONATE LEAVE

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

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

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

### 35. - JURY SERVICE

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

### 36. - FIRST AID EQUIPMENT

- (1) At the places of work where not more than six persons are employed the first aid outfit shall be equipped and maintained to contain at least the following -

Dustproof Container  
Antiseptic Solution - 125 mls  
Sal Volatile - 30 mls  
Burn Cream - 1 Tube  
Rubber Haemorrhage Arrester - 1  
Triangular Bandage - 1  
Plain Guaze - 1 mm x 90 cm  
Cotton Wool - 50 gms  
Lint - 25 gms  
Small bowl for bathing minor wounds - 1  
Drinking Utensil - 1  
Roller Bandages - 3 x 2.5 cm, 1 x 7.5 cm  
Prepared Adhesive Dressings - 1 doz  
Tweezers - 1 pair  
Scissors, 10 cm - 1 pair  
Safety Pins - 1 doz  
Medicine Glass, 40 mls - 1  
Eye Bath - 1  
First Aid Pamphlet - 1  
Castor Oil - 100 mls  
Bicarbonate of Soda - 30 gms  
Boracic Acid - 30 gms

- (2) At places of work where more than six persons are employed the first aid outfit shall be equipped and maintained to contain at least the following -

Dustproof Container  
Antiseptic Solution - 125 mls  
Sal Volatile - 60 mls  
Burn Cream - 1 Tube  
Rubber Haemorrhage Arrester - 1  
Triangular Bandage - 3  
Plain Guaze - 5 mm x 90 cm  
Cotton Wool - 200 gms  
Lint - 100 gms  
Finger Dressings - 1 doz  
Roller Bandages - 3 x 2.5 cm, 1 x 7.5 cm  
Prepared Adhesive Dressings - 1 doz  
Splinter Forceps, 9 cm - 1 pair  
Dressing Forceps, 12.5 cm - 1 pair  
Scissors, 12.5 cm - 1 pair  
Safety Pins - 1 doz  
Medicine Glass, 40 mls - 1  
Eye Bath - 1  
First Aid Pamphlet - 1  
Castor Oil - 100 mls  
Bicarbonate of Soda - 60 gms  
Boracic Acid - 60 gms

Towel - 1  
Enamel Drinking Mug - 1

### 37. - NO REDUCTION

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

### 38. - DIRT OR DUST MONEY

- (1) An employee working on second-hand soft furnishings shall for the time so engaged, be paid twenty-five per cent in addition to the ordinary rates prescribed elsewhere in this award.
- (2) All work on soft furnishings, once they have been fixed or hung, shall be classed as second-hand unless such soft furnishings have been thoroughly cleaned by a dry cleaning process.
- (3) This provision shall not apply to alteration on new work.

### 39. - DELETED

### 40. - MATERNITY LEAVE

- (1) Eligibility for Maternity Leave

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

For the purposes of this clause:

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

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

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

(4) Variation of Period of Maternity Leave

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

(5) Cancellation of Maternity Leave

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

(6) Special Maternity Leave and Sick Leave

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

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

(7) Maternity Leave and Other Leave Entitlements

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

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

(8) Effect of Maternity Leave on Employment

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

(9) Termination of Employment

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

(10) Return to Work After Maternity Leave

- (a) A worker shall confirm her intention of returning to her work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.
- (b) A worker, upon the expiration of the notice required by paragraph (a) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave, or, in the case of a worker who was transferred to a safe job pursuant to subclause (3), to the position which she held immediately before such transfer. Where such position no longer exists but there 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 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.

#### 41. - GRIEVANCE/DISPUTE PROCEDURE

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

- (1) Where any dispute or grievance arises the problem should first be discussed between the employee and his or her supervisor and if requested by the employee, a shop steward may be present.
- (2) If the dispute or grievance is unresolved the employee may then discuss the matter with his or her manager.
- (3) If the dispute or grievance is unresolved then the employee and his union representative shall confer with the manager.
- (4) If the dispute or grievance is still unresolved the matter should be referred to the union official for discussion with management.
- (5) Until the dispute or grievance is determined in accordance with the above procedure normal work shall continue, without prejudice.
- (6) If the matter is still not resolved it shall be referred to the Industrial Relations Commission for decision.
- (7) Before the taking of any industrial action, the Company will be given 24 hours notice of a dispute to resolve the matter.

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

#### 42. - OUTWORKERS

A Respondent bound by this Award shall:

- (1) Not employ a person to perform work covered by this Clause outside a workshop or factory unless prior agreement has been reached between that Respondent and the person as to whether that person is to be employed on a part-time or a full-time basis and the number of hours to be worked. Provided that nothing in this Clause shall prevent the parties to any such agreement varying the agreement.

- (2) Not employ more than 10 outworkers at any one time.

Provided that an employer may employ a specified greater number of outworkers with the consent of the Union or if, in the absence of that consent, a Board of Reference in the exercise of its discretion grants permission to the employer to employ a specified greater number of outworkers.

- (3) Pay any outworkers at the rate prescribed by Clause 7. - Wages of this Award for the classification in which the outworker is engaged.

May remunerate his or her outworkers under any system of payment by result provided that the minute rate for outwork performed is 1/2280 of the weekly award rate for the classification in which the worker is employed for the first 38 hours worth of work.

An employer may fix or alter a time standard of any article provided that such time standard is based on the performance of an adequately trained employee of average skill and performance.

If there is a complaint regarding the setting or alteration of time standard and a dispute arising out of that complaint the matter shall be referred for determination to the Western Australian Industrial Relations Commission.

- (4) Cause all work to be delivered to and collected from an outworker free of charges.
- (5) Provide outworkers with all necessary materials, trimmings and sewing threads.
- (6) Pay for each holiday prescribed in Clause 16. - Public Holidays of this Award which occurs during the period of employment, one-fifth of the weekly wage prescribed for the classification in which he/she is engaged.
- (7) Pay for annual leave in accordance with the provisions of Clause 17. - Annual Leave and Clause 33. - Part-time Employees of this Award.
- (8) Shall keep in a bound book a true and correct record of the outworker's name and address, a description of the work performed, the rate paid or agreed to be paid for such work, and shall obtain the signature of the outworker in acknowledgement of all amounts paid in respect of such work.
- (9) For the purpose of this clause:  
  
"Employer" means an employer bound by this award.  
  
"Outworker" means a person who performs work for an employer outside the employer's workshop or factory under a contract of service.

#### 43. - SUPERANNUATION

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

- (1) Definitions:
  - (a) For the purpose of this clause the preferred occupational superannuation scheme is Westscheme.
  - (b) For the purpose of this clause an Approved Occupational Superannuation Scheme shall mean any Scheme which complies with the Australian Government's Operational Standards for Occupational Superannuation.
  - (c) "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 purposes of Location Allowances or any other rate paid for all purposes of this 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.
- (2) Contributions:
  - (a) Subject to the provisions of subclause (3) - Exemptions hereof an employer shall contribute 3% of ordinary time earnings per eligible employee into one of the following Superannuation Schemes.
    - (i) Westscheme; or
    - (ii) an approved Occupational Superannuation Scheme.
  - (b) Employer contributions shall be paid on a monthly basis for each complete week of service.
  - (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 termination.

(d) Contributions in accordance with paragraph (a) hereof 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 Scheme and documentation explaining the Scheme within one week of employment commencing.
- (ii) If the employee fails to return to the employer a completed application to join the Scheme within two weeks of receipt, the employer shall send to the employee by certified mail, a letter setting out relevant superannuation information, the letter of denial set out in paragraph (vi) hereof and an application to join the Scheme.
- (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 Scheme nor the letter of denial within one week of postage, the employer shall advise either the union or the Scheme Administrator in writing of the employee's failure to return the completed form.
- (v) From two weeks following the employer's advice pursuant to paragraph (iv) should the employee not have returned the completed form the employer shall be under no obligation to make superannuation payments on behalf of that employee.

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

(vi) Letter of Denial:

The letter of denial shall be in the following form:

"To (employer)

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

- (1) that should I sign such form you will make contributions on my behalf; and
- (2) that I am not required to make contributions 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)"

- (e) A part-time employee shall not be entitled to receive the employer contribution mentioned in, paragraph (a) hereof unless he/she works a minimum of 12 hours per week.

(3) Exemptions

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

- (a) is contributing to an Approved Occupational Superannuation Scheme, in accordance with an Order of an industrial tribunal; or
- (b) is contributing to an Approved Occupational Superannuation Scheme, in accordance with an Order or award of an industrial tribunal, for a majority of employees and makes payment for the employees covered by this award in accordance with that Order or award; or
- (c) subject to written notification to the Union, is contributing to an Approved Occupational Superannuation Scheme for the employees covered by this award where such payments are not made pursuant to an Order of an industrial tribunal; or
- (d) is not contributing to a Superannuation Scheme for the employees covered by this award and gives written notice of a proposed alternative Approved Occupational Superannuation Scheme to the Union where the contributions and benefits of the proposed alternative Superannuation Scheme are no less than those provided by this clause.

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.

#### 44. - STRUCTURAL EFFICIENCY

- (1) Arising out of the decision of 8 September 1989 in the State Wage Case and in consideration of the wage increases resulting from structural efficiency adjustments, employees are to perform a wider range of duties including work which is incidental or peripheral to their main tasks or functions.

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

- (b) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

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

- (2) The parties to this award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the soft furnishing industry and to provide and enhance career opportunities and job security for employees in the industry.

- (3) At each individual workroom or enterprise, a consultative mechanism may be established by the employer, or shall be established upon request by the employees or the union. The consultative mechanism and procedure shall be as appropriate to the size, structure and needs of that particular individual workroom or enterprise.

Efficiency measures or issues raised by the employer, an employee or group of employees, or by the union for consideration consistent with the objectives of subclause (2) hereof shall be processed through those consultative mechanism and procedures.

- (4) Without limiting the rights of either employers or the union under arbitration processes in the jurisdiction of the Western Australian Industrial Relations Commission, the consultative mechanism as described in subclause (3) hereof may investigate the means of bringing about changes to flexibility and productivity at the enterprise level provided that

- (a) The union is a party to any resultant agreement.

- (b) The majority of employees affected by any proposed change at the workroom or enterprise genuinely agree to such change.

- (c) No employee shall suffer a fall in income as a result of such change.

- (d) No changes shall be effected which purport to amend this award.

- (e) The union will not unreasonably oppose any such agreement.

#### 45. - TRAINEESHIPS

(1) Scope

- (a) Subject to paragraph (b) of this subclause, this clause shall apply to persons:
  - (i) who are undertaking a Traineeship (as defined); and
  - (ii) who are employed by an employer bound by this award.
- (b) Provided that this clause shall not apply to employees who were or are undertaking a traineeship otherwise than a traineeship as defined by this clause prior to the date of commencement of this clause.
- (c) This clause has no relationship to the Apprenticeship system.

(2) Objective

The objective of this clause is to facilitate the establishment of a traineeship which provides approved training in conjunction with employment in order to enhance the skills and future employment prospects of Trainees, particularly young people, and the long term unemployed. The system is neither designed nor intended for those who are already trained and job ready. It is not intended that existing employees shall be displaced from employment by Trainees. Nothing in this clause shall be taken to replace the prescription of training requirements in the award.

(3) Definitions

In this clause:

- (a) "Approved Training" means training undertaken (both on and off the job) in a Traineeship and shall involve formal instruction, both theoretical and practical, and supervised practice in accordance with a Traineeship Scheme approved by the State Training Authority or the National Employment and Training Taskforce (NETTFORCE). The training will be accredited and lead to qualifications as set out in subclause (4)(e).
- (b) "Award" means the Soft Furnishing Award No A 23 of 1982.
- (c) "Union" means the Forest Products, Furnishing and Allied Industries Industrial Union of Workers, WA.
- (d) "Trainee" means an employee who is bound by a Traineeship Agreement made in accordance with this award.
- (e) "Traineeship" means a system of training which has been approved by the State Training Authority, or which has been approved on an interim basis by NETTFORCE, until final approval is granted by the State Training Authority.
- (f) "Traineeship Agreement" means an agreement made subject to the terms of this award between an employer and the Trainee for a Traineeship and which is registered with the State Training Authority, NETTFORCE, or under the provisions of the State Employment and Skills Development Authority Act 1991, or any successor legislation. A Traineeship Agreement shall be made in accordance with the approved Traineeship Scheme and shall not operate unless this condition is met.
- (g) "Traineeship Scheme" means an approved Traineeship applicable to a group or class of employees, or an enterprise within the industry of Soft Furnishing Manufacture. A

Traineeship Scheme shall not be given approval unless consultation and negotiation with the union upon terms of the proposed Traineeship Scheme and the Traineeship have occurred. An application for approval of a Traineeship Scheme shall identify the union and demonstrate to the satisfaction of the approving authority that the abovementioned consultation and negotiation have occurred. A Traineeship Scheme shall include a standard format which may be used for a Traineeship Agreement.

- (h) "Parties to a Traineeship Scheme" means the employer and the union involved in the consultation and negotiation required for the approval of the Traineeship Scheme.

References in this clause to "the State Training Authority and/or NETTFORCE" shall be taken to be a reference to NETTFORCE in respect of a Traineeship that is the subject of an interim approval but not a final approval by the State Training Authority.

(4) Training Conditions

- (a) The Trainee shall attend an approved training course or training program prescribed in the Traineeship Agreement or as notified to the trainee by the State Training Authority in accredited and relevant Traineeship Schemes; or NETTFORCE if the Traineeship Scheme remains subject to interim approval.
- (b) A Traineeship shall not commence until the Traineeship Agreement, made in accordance with this clause, has been signed by the employer and the trainee and lodged for registration with the State Training Authority, provided that if the Traineeship Agreement is not in a standard format a Traineeship shall not commence until the Traineeship Agreement has been registered with the State Training Authority. The employer shall ensure that the Trainee is permitted to attend the training course or program provided for in the Traineeship Agreement and shall ensure that the Trainee receives the appropriate on-the-job training.
- (c) The employer shall provide a level of supervision in accordance with the Traineeship Agreement during the traineeship period.
- (d) The employer agrees that the overall training program will be monitored by officers of the State Training Authority or NETTFORCE and training records or work books may be utilised as a part of this monitoring process.
- (e) Training is to be directed at:
  - (i) the achievement of key competencies required for successful participation in the workplace (where these have not been achieved) (e.g. literacy, numeracy, problem solving, team work, using technology), and as are proposed to be included in the Australian Vocational Certificate Level 1 qualification.

This could be achieved through foundation competencies which are part of endorsed competencies for an industry or enterprise; and/or
  - (ii) the achievement of competencies required for successful participation in an industry or enterprise (where there are endorsed national standards these will define these competencies), as are proposed to be included in the Australian Vocational Certificate Level 2 qualification or above.

(5) Employment Conditions

- (a) A Trainee shall be engaged as a full-time employee for a maximum of one year's duration provided that a Trainee shall be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer. By agreement in writing, and with the consent of the State Training Authority or NETTFORCE, the employer and the Trainee may vary the duration of the Traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant Traineeship Scheme.

- (b) An employer shall not terminate the employment of a Trainee without firstly having provided written notice of termination to the Trainee concerned in accordance with the Traineeship Agreement and subsequently to the State Training Authority or NETTFORCE. The written notice to be provided to the State Training Authority or NETTFORCE shall be provided within 5 working days of the termination.

An employer who chooses not to continue the employment of a trainee upon completion of the traineeship shall notify, in writing, the State Training Authority or NETTFORCE of its decision.

- (c) The Trainee is permitted to be absent from work without loss of continuity of employment and/or wages to attend the training in accordance with the Traineeship Agreement.
- (d) Where the employment of a Trainee by an employer is continued after the completion of the traineeship period, such traineeship shall be counted as service for the purposes of the Award or any other legislative entitlements.
- (e) (i) The Traineeship Agreement may restrict the circumstances under which the Trainee may work overtime and shiftwork in order to ensure the training program is successfully completed.
- (ii) No Trainee shall work overtime or shiftwork on his or her own unless consistent with the provisions of the Award.
- (iii) No Trainee shall work shiftwork unless the parties to a Traineeship Scheme agree that such shiftwork makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for a non-shiftwork Trainee.
- (iv) The trainee wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed in this award.
- (f) All other terms and conditions of this award that are applicable to the trainee, or would be applicable but for this clause, shall apply unless specifically varied by this clause.
- (g) A Trainee who fails to either complete the traineeship, or who cannot for any reason be placed in full time employment with the employer on successful completion of the traineeship shall not be entitled to any severance payments.
- (h) The right of entry provisions contained in Clause 21 of this award shall apply to the parties bound by the Traineeship.

(6) Wages of Trainees

- (a) (i) The weekly wages payable to a Trainee are as provided for in paragraph (iv) of this subclause.
- (ii) These wage rates will only apply to Trainees while they are undertaking the Traineeship, which includes approved training, as defined.
- (iii) The wage rates prescribed by this subclause do not apply to the complete trade level training which is covered by the Apprenticeship system.
- (iv) Industry/Skill Level B: Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at industry/skill level B.

	HIGHEST YEAR OF SCHOOLING		
School Leaver	Year 10	Year 11	Year 12
	\$	\$	\$

	204.00 (50%)*	251.00 (33%)	335.00
	237.00 (33%)	285.00 (25%)	
plus 1 year out of school	285.00	335.00	366.00
plus 2 years	335.00	366.00	450.00
plus 3 years	366.00	450.00	514.00
plus 4 years	450.00	514.00	
plus 5 years/more	514.00		

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

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

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

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

- (b) Subclause (8) sets out the industry/skill level of an approved Traineeship. The industry skills contained in subclause (8) are prima facie the appropriate levels but are not determinative of the actual skill levels that may be contained in a Traineeship Scheme. The determination of the appropriate skill level shall be made by NETTFORCE based on the following criteria:
- (i) Any agreement of the parties;
  - (ii) The nature of the industry;
  - (iii) The total training plan;
  - (iv) Recognition that training can be undertaken in stages;
  - (v) The exit skill level in the relevant award contemplated by the Traineeship. In the event that the parties disagree with such determination it shall be open to any party to the Award to seek to have the matters in dispute determined by the Commission.
- (c) For the purposes of this subclause, "out of school" shall refer only to periods out of school beyond Year 10, and shall be deemed to:
- (i) include any period of schooling beyond Year 10 which was not part of nor contributed to a completed year of schooling;
  - (ii) include any period during which a Trainee repeats in whole or part a year of schooling beyond Year 10; and
  - (iii) not include any period during a calendar year in which a year of schooling is completed.
- (d) At the conclusion of the traineeship, this clause ceases to apply to the employment of the Trainee and the Award shall apply to the former trainee.
- (7) Special Arrangements

The wage rates contained in this clause are minimum rates. Subject to the foregoing, the Western Australian Industrial Relations Commission shall be requested to determine the appropriate wage rates for any Traineeship not regarded by the parties as appropriately covered by this award.

(8) Industry/Skill Levels

**Industry/Skill Level B:**

Wholesale and Retail  
Recreation and Personal Services  
Transport and Storage  
Manufacturing

46. - CAREER START TRAINEESHIPS

(1) Objectives

- (a) The Career Start Traineeships Scheme provides for the possibility of greater amounts of structured training time and longer periods of traineeship through an enhanced Australian Traineeships System, and provides a bridge to the new Australian Vocational Certificate Training System.
- (b) The object of this clause is to provide for the terms and conditions of employment, including the rates of pay, applicable to persons engaged under the Career Start Traineeships Scheme.
- (c) The purpose of these arrangements is to provide vocational training consistent with the needs of industry and general skills appropriate to the workforce, and to enhance the skill levels and future employment prospects of career start trainees. This is to be achieved through various vocational education and training pathways including a combination of work, education and structured training.
- (d) An objective of this clause is to provide vocational education and training pathways that maximise credit transfer and articulation.
- (e) It is the intention of the parties to encourage development of pilot projects and the implementation of the Australian Vocational Certificate Training Scheme.
- (f) An objective of the Career Start Traineeships Scheme is to provide additional employment and training opportunities for young people. Accordingly, these opportunities shall be provided to the fullest extent possible. Existing employees shall not be displaced from employment by career start trainees.

(2) Definitions

- (a) Career Start Traineeships is a system of training comprising structured training with an employer and it will include training in a Technical and Further Education College or other training provider approved by the appropriate state training authority.
- (b) Training agreements mean agreements for Career Start Traineeships that are registered with the appropriate state training authority or under the provisions of the appropriate state training legislation.
- (c) Career start trainees are employees who are bound by training agreements registered with the appropriate state training authority.
- (d) Australian Vocational Certificate trainees are employees who are bound by training agreements and undertaking Australian Vocational Certificate Training System courses.

- (e) Structured training shall mean formal instruction and closely supervised practice directly related to that instruction that is undertaken away from the job as part of a training agreement.

(3) Training Conditions

- (a) Career start trainees shall attend approved structured training courses or programmes prescribed in the relevant training agreements or as notified to the trainees by the appropriate state training authority.
- (b) Career start trainees may be engaged by employers registered with the appropriate state training authority. The employer shall ensure that career start trainees are permitted to attend prescribed off-the-job training courses and are provided with on-the-job training approved by the appropriate state training authority.
- (c) The employer shall provide a level of supervision that is in accordance with the approved training plan during traineeship periods.
- (d) The employer agrees that overall training programmes are monitored by officers of the appropriate state training authority and that training records or work books may be utilised as part of this monitoring process.

(4) Employment Conditions

- (a) A career start trainee shall be engaged as a full time employee, for a traineeship of a minimum period of one year, provided that the career start trainee shall be subject to a satisfactory probation period of up to one month. Career start traineeships shall be:
  - (i) for career start trainees with a year 10 or lesser general education achievement, up to two years' duration;
  - (ii) for career start trainees who have completed year 11 studies, up to 18 months' duration; or
  - (iii) for career start trainees who have completed year 12 studies, of one year's duration.
- (b) A career start trainee with year 10 or lesser level of general education achievement shall spend the amount of time in structured training specified in the registered training agreement. This shall be:
  - (i) during the first year, on average, up to 50 per cent of ordinary working hours each week;
  - (ii) where the traineeship extends beyond the first year, on average up to 35 per cent of ordinary working hours each week during this period.
- (c) A career start trainee who has completed year 11 studies shall spend the amount of time in structured training specified in the registered training agreement. This shall be:
  - (i) during the first year, on average, up to 35 per cent of ordinary working hours each week;
  - (ii) where the traineeship extends beyond the first year, on average, up to 25 per cent of ordinary working hours each week during this period.
- (d) A career start trainee who has completed year 12 shall spend the amount of time in structured training specified in the registered training agreement. This shall be, on average, up to 25 per cent of ordinary working hours each week.
- (e) Notwithstanding the foregoing, an employer or employer organisation respondent to this award and the relevant union may, by agreement in writing and with the consent of the

relevant state training authority, vary the duration of the traineeships and the extent of structured training.

- (f) The career start trainee is permitted to be absent from work without loss of continuity of employment to attend the structured training in accordance with the training agreement.
- (g) Where the employment of a career start trainee by an employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service for the purposes of the award and long service leave entitlements.
- (h) The training agreement may restrict the circumstances under which the career start trainee may work overtime and shift work in order to ensure the training programme is successfully completed. When overtime and shift work are worked the relevant penalties and allowances of the award based on the trainee wage will apply. No career start trainee shall work overtime or shift work on their own, or where it is inconsistent with the provisions of the award.
  - (i) All other terms and conditions of the relevant awards applicable in the workforce at which the career start trainee is employed, shall apply unless specifically varied by this award.
  - (ii) The union shall be afforded reasonable access to career start trainees for the purposes of explaining the role and functions of the union.

(5) Wages

- (a) The weekly wages payable to career start trainees shall be calculated by:
  - (i) determining the hourly rate applicable to the relevant age as prescribed in the state award that would otherwise be applicable to the career start trainee; and
  - (ii) multiply that hourly rate by the number of weekly ordinary hours, less the average weekly time specified in the registered training agreement to be spent in structured training.
- (b) The weekly wage shall be the rate of pay for all purposes.
- (c)
  - (i) The terms of this clause operate in conjunction with a Commonwealth Government scheme, under which, if weekly wages calculated using the method outlined above fall below \$125.00 for those under 18 years old and \$150.00 for those 18 years and over, the Commonwealth will provide a supplementary allowance to bring the total income of career start trainees up to those levels.
  - (ii) In the event that the Commonwealth Government reduces these minimum income maintenance levels, the terms of this clause will be reviewed.

#### 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 1 - PARTIES TO THE AWARD

The following organisation is a party to this award:

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

## SCHEDULE 2 - RESPONDENTS

ANNA'S CURTAINS & DECOR  
20 Ionic Place, Shelley 6155

AUSTRALIAN CURTAIN INDUSTRIES  
1/78 Norma Road, Booragoon 6154

BERNDALE BLINDS & CURTAINS  
13 Boag Place, Morley 6062

BETTA CURTAINS  
1485 Albany Highway, Cannington 6107

BUDGET DRAPES  
23 Winton Road, Joondalup 6027

CARPET LIQUIDATORS  
10 Madison Road, Canning Vale 6155

CHELSEA DECOR  
6 Canning Road, Kalamunda 6076

COMPETITIVE CURTAIN MANUFACTURERS  
Shop 26, Belmont Shopping Centre, Belmont 6104

CURTAIN BAY  
99 Erindale Road, Balcatta 6021

CURTAIN CAPERS  
403 West Point Centre, 396 Scarborough Beach Road, Osborne Park 6017

CURTAIN CENTRE  
231 Balcatta Road, Balcatta 6021

CURTAIN CONNECTION THE  
436 Lord Street, Mt Lawley 6050

CURTAIN CRAFT  
10 Broadway, Nedlands 6009

CURTAIN DECOR  
2/100 Frobisher Road, Osborne Park 6017

CURTAIN DESIGN  
207 Balcatta Road, Balcatta 6021

CURTAIN FAYRE  
199 Great Eastern Highway, Midland 6056

CURTAIN IMAGE  
3/16 Stanford Way, Malaga 6062

CURTAIN INTERIORS  
352 Charles Street, North Perth 6006

CURTAIN LADY THE  
Shop 1, 1 Royal Street, Osborne Park 6017

CURTAIN MAKERS (1989)

Unit 7, 83 Hector Street, Osborne Park 6017

**CURTAIN WORLD**  
26 Oxleigh Drive, Malaga 6062

**DUBROV PTY LTD t/as INNOVATION**  
14 Kembla Way, Willetton 6155

**GALAXY SOFT FURNISHINGS**  
Shop 81, Whitfords Shopping Centre, Hillarys 6065

**HOUSE OF CURTAINS**  
7 Rockingham Road, Hamilton Hill 6163

**IDEAL CURTAINS**  
54 Woodsome Street, Mt Lawley 6050

**JAM'S CURTAINS & MANCHESTER GREENWOOD**  
30 Canham Way, Greenwood 6024

**KELLY'S HOME DECOR**  
386 Scarborough Beach Road, Osborne Park 6017

**LE FILE D'OR DECOR**  
55 Grand Promenade, Bedford 6052

**LESLIES CURTAINS**  
781 Canning Highway, Applecross 6153

**LOU'S DECOR**  
1/361 Wanneroo Road, Nollamara 6061

**MARIA'S QUALITY CURTAINS**  
48 B Watkins Street, White Gum Valley 6162

**MAXWELL INTERIORS**  
201 Stirling Highway, Claremont 6010

**MAY'S CURTAINS**  
Leach Hwy (Cnr North Lake Rd), Myaree 6154

**REGENT SOFT FURNISHINGS (1980)**  
8 Platt Court, Booragoon 6154

**ROWOOD PTY LTD**  
Unit 2/12 Abrams Road, Balcatta 6021

**SARA'S CURTAINS**  
145 F Rockingham Road, Hamilton Hill 6163

**SPECIALITY CURTAINS & DRAPES**  
156A Burswood Road, Victoria Park 6100

**THE CURTAIN FORUM**  
Kingsley Village Shopping Centre, Kingsley 6026

**TONIA'S CURTAINS**  
345 Stirling Highway, Claremont 6010

**VICKY'S CURTAINS**

93 Swan Street, Tuart Hill 6060

WARREN HARPER SOFT FURNISHINGS P/L  
24 Gordon Street, Osborne Park 6017

WEE WILLI WINKIES  
84 Erindale Road, Balcatta 6021

WINDOW WITCHERY  
Rear 8 Powell Street, Osborne Park 6017

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 August, 1982.

VARIATION RECORD  
SOFT FURNISHINGS AWARD  
NO. A23 OF 1982

Delivered 11/08/82 at 62 WAIG 2118. Section 93(6)  
Consolidation 15/02/89 at 69 WAIG 752 Section 93(6)  
Consolidation 14/11/94 at 74 WAIG 3122

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
<b>1. Title</b>				
	As per delivery	A23/82	11/08/82	62 WAIG 2118.
(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 1843

## 2. Arrangement

Ins.40	819/85Int	04/11/86	66 WAIG 1959
Ins (2A)	1117/88	30/09/88	69 WAIG 380
Ins.(41)	1265/88 Corr	27/06/89	69 WAIG 2531
Ins.(41)	611/88	30/06/89	69 WAIG 2463
Corr.ins.(42)	611/88	27/07/89	69 WAIG 2532
Ins.(43)	302/89	01/08/89	69 WAIG 2751
Delete (2A)	1940/89	08/09/89	69 WAIG 2913
Cl.	1536/90(R2)	01/02/91	71 WAIG 1030
Cl.	1449/91	10/01/92	72 WAIG 359
Ins. 1A	1752/91	31/01/92	72 WAIG 191
Cl.	1400/92	01/01/93	73 WAIG 167
Del. Resp; Ins Sch 1 & 2	376/93	28/05/93	73 WAIG 1672
1A. Title	1457/93	24/12/93	74 WAIG 198
Ins. (46)	310/94	29/04/94	74 WAIG 1293
1A. Title	985/94	30/12/94	75 WAIG 23
44. Title; Del. (7B)	1314/94	01/05/95 & 01/11/95	75 WAIG 2236
1A. Title	1164/95	21/03/96	76 WAIG 911
Cl.	1393B/93	08/07/96	76 WAIG 2842
Ins. Appendix - Resolution...	693/96	16/07/96	76 WAIG 2768
Ins. Appendix - S.49B...	694/96	16/07/96	76 WAIG 2789
44. Title	753754755 &756/95	05/08/96	76 WAIG 2491
1A. Title	915/96	07/08/96	76 WAIG 3368

1A	940/97	14/11/97	77 WAIG 3177
1A. Title	757/98	12/06/98	78 WAIG 2579
Del. 1A	609/99	06/07/99	79 WAIG 1843

## **2A. State Wage Principles - September 1988**

Ins cl.	1117/88	30/09/88	69 WAIG 380
Del.cl.	1940/89	08/09/89	69 WAIG 2913

### **3. Area**

As per delivery	A23/82	11/08/82	62 WAIG 2118
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### **4. Scope**

As per delivery	A23/82	11/08/82	62 WAIG 2118
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### **5. Term**

As per delivery	A23/82	11/08/82	62 WAIG 2118
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### **6. Mixed Function**

As per delivery	A23/82	11/08/82	62 WAIG 2118
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### **7. Wages**

(wage index)	461/83Int	01/11/83	63 WAIG 2207
Corr.	461/83Int	28/12/83	63 WAIG 2496
(wage index)	461/83	02/03/84	64 WAIG 407

(wage index)	104/84	06/04/84	64 WAIG 847
(wage index)	104/85	10/04/85	65 WAIG 657
(wage index)	821/85Int	27/11/85	66 WAIG 4
(wage index)	261/86	23/07/86	66 WAIG 1139
(wage increase)	1195/86	10/03/87	67 WAIG 435
(1) & (2)	819(2)/85	30/06/87	67 WAIG 1138
(3)	674/87	20/08/87	67 WAIG 1603
(wage increase)	1406/87	24/03/88	68 WAIG 949
Cl.	1117/88	30/03/89	69 WAIG 380
Cl.	1265/88	23/02/89	69 WAIG 2135
Corr.	1265/88	27/06/89	69 WAIG 2531
Ins.cl.	2823/89(R)	02/05/90	70 WAIG 2369
Cl.	1536/90(R2)	01/02/91	71 WAIG 1030
Cl.	1449/91	10/01/92	72 WAIG 359
Cl.	1400/92	01/01/93	73 WAIG 167
Cl.	944/93	26/07/93	73 WAIG 2060
Cl.	1393A/93	26/01/93	73 WAIG 3461
Preamble & (1)	609/94	26/07/94	74 WAIG 1771
Cl.	1314/94	01/05/95 & 01/11/95	75 WAIG 2236
Cl.	937/96	02/09/96	76 WAIG 4703
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
(1)&(2)	1245/98	13/08/98	78 WAIG 4369
(1) rates, (2) 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 & 2622
Cl.	570/04	4/06/04	84 WAIG 1521 & 2042
Cl.	576/05	7/07/05	85 WAIG 2083 & 2855
Cl.	957/05	7/07/06	86 WAIG 1631 & 2372
Cl.	1/07	01/07/07	87 WAIG 1487 & 2300
Cl.	115/07	01/07/08	88 WAIG 773 & 1502
Cl.	1/09	01/10/09	89 WAIG 735 & 1935
Cl.	2/10	01/07/10	90 WAIG 568 & 1326
Cl.	2/11	01/07/11	91 WAIG 1008 & 1725
Cl.	2/12	01/07/12	92 WAIG 1473
Cl.	1/13	01/07/13	93 WAIG 1143
Cl.	1/14	01/07/14	94 WAIG 1357
Cl.	1/15	01/07/15	95 WAIG 1323

(7A Minimum Wage - Adult Males and Females)

Ins.Cl.	534/82	07/02/83	63 WAIG 379
(min wage increase)	461/83Int	06/10/83	63 WAIG 2207
(min wage increase)	461/83	06/10/83	64 WAIG 407
(min wage increase)	104/84	06/04/84	64 WAIG 847
(min wage increase)	104/85	06/04/85	65 WAIG 657
(min wage increase)	821/85Int	04/11/85	66 WAIG 4
(min wage increase)	261/86	01/07/86	66 WAIG 1139

(min wage increase)	1195/86	10/03/87	67 WAIG 435
(min wage increase)	1406/87	05/02/88	68 WAIG 949
(min wage increase)	730/88	14/09/88	68 WAIG 2412
(min wage increase)	1940/89	01/10/89	69 WAIG 2913
Title	1536/90(R2)	01/02/91	71 WAIG 1030

#### 7A. Minimum Wage

Min. Wage \$268.80	1309&1310/91	24/09/91	71 WAIG 2748
Min. Wage \$275.50	415A/92	30/11/92	73 WAIG 4
Cl.	937/96	02/09/96	76 WAIG 4703
Min.wage prov	940/97	14/11/97	77 WAIG 3177
(i),(ii)&(iii)	1245/98	13/08/98	78 WAIG 4369
(i),(ii) & (iv) 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.	797.47/02	01/08/02	82 WAIG 1369
Cl.	569/03	5/06/03	83 WAIG 1899 & 2622
(9)	1197/03	1/11/03	83 WAIG 3537
Cl.	570/04	4/06/04	84 WAIG 1521
Cl.	576/05	7/07/05	85 WAIG 2083 & 2855
Cl.	957/05	7/07/06	86 WAIG 1631 & 2372
Cl.	1/07	01/07/07	87 WAIG 1487 & 2300
Cl.	115/07	01/07/08	88 WAIG 773 &1502
Cl.	1/09	01/10/09	89 WAIG 735 & 1935
Cl.	2/10	01/07/10	90 WAIG 568 & 1326

Cl	2/11	01/07/11	91 WAIG 1008 & 1725
Cl	2/12	01/07/12	92 WAIG 1473
Cl.	1/13	01/07/13	93 WAIG 1143
Cl.	1/14	01/07/14	94 WAIG 1357
Cl.	1/15	01/07/15	95 WAIG 1323

**(7B. Supplementary Payments)**

Ins. cl.	1449/91	10/01/92	72 WAIG 359
(1)	1720/93	10/01/93	74 WAIG 644
Del. cl.	1314/94	01/05/95 & 01/11/95	75 WAIG 2236

**8. Payment of Wages**

(1)	1265/88	31/03/88	69 WAIG 2135
(1)	2823/89(R)	02/05/90	70 WAIG 2369
Cl.	1536/90(R2)	01/02/91	71 WAIG 1030

**9. Leading Hands**

Cl.	1117/88	30/09/88	69 WAIG 380
CL.	1265/88	23/02/89	69 WAIG 2135
Cl.	1536/90(R2)	01/02/91	71 WAIG 1030
Cl.	1449/91	10/01/92	72 WAIG 359
Cl.	1720/93	10/01/93	74 WAIG 644
Cl.	1314/94	01/05/95 & 01/11/95	75 WAIG 2236
Cl.	937/96	02/09/96	76 WAIG 4703

Cl.	1245/98	13/08/98	78 WAIG 4369
CICI	22/031052/04	30/12/0307/10/04	84 WAIG 26884 WAIG 3308

#### 10. Definitions

As per delivery	A23/82	11/08/82	62 WAIG 2118
Cl.	1536/90(R2)	01/02/91	71 WAIG 1030
Ins.(7), Renum.(7) as (8)	1400/92	01/01/93	73 WAIG 167

#### 11. Casual Employees

Cl.	2823/89(R)	02/05/90	70 WAIG 2369
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#### 12. Hours

Cl.	819(3)/85	01/07/87	67 WAIG 1198
(1)	1265/88	31/03/89	69 WAIG 2135
Corr.	1265/88	27/06/89	69 WAIG 2531

#### 13. Overtime

As per delivery	A23/82	11/08/82	62 WAIG 2118
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#### 14. Meal Money

Cl.	819/85Int	04/11/86	66 WAIG 1959
(1)(2)	1117/88	30/09/88	69 WAIG 380
(1)(2)	1536/90(R2)	01/02/91	71 WAIG 1030
Cl.	944/93	26/07/93	73 WAIG 2060

(1)(2).	1314/94	01/05/95 & 01/11/95	75 WAIG 2236
(1)&(2)	1245/98	13/08/98	78 WAIG 4369
CI	22/03	30/12/03	84 WAIG 268
(1) & (2)	1052/04	07/10/04	84 WAIG 3308

(15. Shifts)

As per delivery	A23/82	11/08/82	62 WAIG 2118
Title	1536/90(R2)	01/02/91	71 WAIG 1030

**15. Shift Work**

(16. Holidays)

(1)(a)	2823/89(R)	02/05/90	70 WAIG 2369
Title	1536/90(R2)	01/02/91	71 WAIG 1030

**16. Public Holidays**

**17. Annual Leave**

(4)(7)(a)	819/85Int	04/11/86	66 WAIG 1959
(4)	819(3)/85	01/06/87	67 WAIG 1198
(8)	2823/89(R)	02/05/90	70 WAIG 2369
Text	1536/90(R2)	01/02/91	71 WAIG 1030

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

(4)	819/85Int	04/11/86	66 WAIG 1959
(4)	1536/90(R2)	01/02/91	71 WAIG 1030

CI	22/03	30/12/03	84 WAIG 268
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**19. Contract of Service**

As per delivery	A23/82	11/08/82	62 WAIG 2118
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CI.	1393B/93	08/07/96	76 WAIG 2842
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**19A. Notification of Change**

Ins. cl.	1393B/93	08/07/96	76 WAIG 2842
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**19B. Redundancy**

Ins.cl.	1393B/93	08/07/96	76 WAIG 2842
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**20. Under-Rate Employees**

As per delivery	A23/82	11/08/82	62 WAIG 2118
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**21. Interviewing Employees and Inspection of Premises**

As per delivery	A23/82	11/08/82	62 WAIG 2118
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Ins. Text	2053(1)/97	22/11/97	77 WAIG 3138
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**22. Posting of Union Notices**

As per delivery	A23/82	11/08/82	62 WAIG 2118
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**23. Junior Employees**

As per delivery	A23/82	11/08/82	62 WAIG 2118
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**24. Junior Employees Certificate**

As per delivery	A23/82	11/08/82	62 WAIG 2118
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(25. Record)

As per delivery	A23/82	11/08/82	62 WAIG 2118
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Cl. & title	1536/90(R2)	01/02/91	71 WAIG 1030
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**25. Time, Wages and Superannuation Record**

Ins text.	491/98	16/04/98	78 WAIG 1471
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**26. Clock**

As per delivery	A23/82	11/08/82	62 WAIG 2118
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**27. Breakdown**

As per delivery	A23/82	11/08/82	62 WAIG 2118
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**28. Board of Reference**

As per delivery	A23/82	11/08/82	62 WAIG 2118
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**29. Apprentices**

As per delivery	A23/82	11/08/82	62 WAIG 2118
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(30. Absence through Sickness)

As per delivery	A23/82	11/08/82	62 WAIG 2118
Title	1536/90(R2)	01/02/91	71 WAIG 1030

### 30. Sick Leave

### 31. Rest Period and Meal Break

(5)	1265/88	31/03/89	69 WAIG 2135
Corr(5)	1265/88	27/06/89	69 WAIG 2531
Ins (4),renum (4),(5),(6) as (5),(6),(7)	722/89	30/06/89	69 WAIG 2463

### 32. Long Service Leave

As per delivery	A23/82	11/08/82	62 WAIG 2118
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### 33. Part-Time Employees

Cl.	722/89	30/06/89	69 WAIG 2463.
(2) text	1536/90(R2)	01/02/91	71 WAIG 1030

### 34. Compassionate Leave

As per delivery	A23/82	11/08/82	62 WAIG 2118
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### 35. Jury Service

As per delivery	A23/82	11/08/82	62 WAIG 2118
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### 36. First Aid Equipment

As per delivery	A23/82	11/08/82	62 WAIG 2118
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**37. No Reduction**

As per delivery	A23/82	11/08/82	62 WAIG 2118
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**38. Dirt or Dust Money**

As per delivery	A23/82	11/08/82	62 WAIG 2118
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**(39. 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

**40. Maternity Leave**

Ins cl.	819/85Int	04/11/86	66 WAIG 1959
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**41. Grievance/Dispute Procedure**

Ins cl.	1265/88	31/03/89	69 WAIG 2135
Corr.	1265/88	27/07/89	69 WAIG 2531

**(41. Outworkers)**

Ins.num ; title.	611/88	30/06/89	69 WAIG 2463
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**42. Outworkers**

Corr	611/88	27/07/89	69 WAIG 2532
Cl.	1536/90(R2)	01/02/91	71 WAIG 1030

### 43. Superannuation

Ins. cl.	302/89	01/08/89	69 WAIG 2751
Ins. Text	599/98	30/06/98	78 WAIG 2559

### (44. Structural Efficiency44. Structural Efficiency)

Ins. cl.	1449/91	10/01/92	72 WAIG 359
Cl. & title	1314/94	01/05/95 & 01/11/95	75 WAIG 2236

### (44. Enterprise Flexibility)

Cl & title	753,754,755 & 756/95	05/08/96	76 WAIG 2491
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### 44. Structural Efficiency

### 45. Traineeships

Ins. cl.	1400/92	01/01/93	73 WAIG 167
Cl.	786/95	8/09/95	75 WAIG 3048
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
(1) rates, (2) 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. (Correction)	752/01	01/08/01	83 WAIG 1870
Cl.	569/03	5/06/03	83 WAIG 1899 & 2622
Cl.	570/04	4/06/04	84 WAIG 1521 & 2042
Cl.	576/05	7/07/05	85 WAIG 2083 & 2855

Cl.	957/05	7/07/06	86 WAIG 1631 & 2372
Cl.	1/07	01/07/07	87 WAIG 1487 & 2300
Cl.	115/07	01/07/08	88 WAIG 773 & 1502
Cl.	1/09	01/10/09	89 WAIG 735 & 1935
Cl.	2/10	01/07/10	90 WAIG 568 & 1326
Cl.	2/11	01/07/11	91 WAIG 1008 & 1725
Cl.	2/12	01/07/12	92 WAIG 1473
Cl.	1/13	01/07/13	93 WAIG 1143
Cl.	1/14	01/07/14	94 WAIG 1357
Cl.	1/15	01/07/15	95 WAIG 1323

#### **46. Career Start Traineeships**

Ins. cl.	310/94	29/04/94	74 WAIG 1293
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#### **Appendix - Resolution of Disputes Requirements**

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

#### **Schedule 1 - Parties to the Award**

Ins. Sch.	376/93	28/05/93	73 WAIG 1672
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(Respondents)

New list	715/88	11/07/89	69 WAIG 2464
Cl.	1449/91	10/01/92	72 WAIG 359

Rename sch.	376/93	28/05/93	73 WAIG 1672
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**Schedule 2 - Respondents**

Del. resp.	76/80(pt.135)	12/03/96	76 WAIG 720
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Del. resp.	76/80(pt.114)	29/06/98	78 WAIG 2922
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**Appendix - S.49B - Inspection Of Records Requirements**

Ins. Appendix	694/96	16/07/96	76 WAIG 2789
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Ins Appendix.	491/98	16/04/98	78 WAIG 1471
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