

State Research Stations, Agricultural Schools and College Workers Award

1. - TITLE

This award shall be known as the "State Research Stations, Agricultural Schools and College Workers" Award 1971 and replaces Awards 7 of 1959 and 8 of 1962 as amended.

2. - ARRANGEMENT

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2A. - STATE WAGE PRINCIPLES - SEPTEMBER 1989

It is a term of this award that the Union undertakes for the duration of the Principles determined by the Commission in Court Session in Application No. 1940 of 1989, not to pursue any extra claims, award or over award, except when consistent with the State Wage Principles.

3. - AREA AND SCOPE

This award shall apply to all employees engaged in the calling mentioned herein employed by the respondents at establishments or on properties controlled by the Department of Agricultural, Agricultural Schools and Colleges under or operated by the Government of Western Australia throughout the State and by the Western Australian Institute of Technology at the Muresk Agricultural College.

4. - TERM

The term of this award shall be for three years from the date hereof.

5. - HOLIDAYS

- (1) The following days or the days observed in lieu shall subject as hereinafter provided, be allowed as holidays without deduction of pay, namely New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in the subclause.
- (2)
 - (a) Where any of the days mentioned in subclause (1) hereof falls on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday, the holiday shall be observed on the next succeeding Tuesday.
 - (b) When any of the days observed as a holiday in this clause falls during a period of annual leave the holiday or holidays shall be observed on the next succeeding work day or days as the case may be after completion of that annual leave.
 - (c) When any of the days observed as a holiday as prescribed in this clause falls on a day when a rostered worker is rostered off duty and the worker has not been required to work on that day he shall be paid as if the day was an ordinary working day or if the employer agrees be allowed to take a day's holiday in lieu of the holiday at a time mutually acceptable to the employer and the workers.
- (3) Any worker who is required to work on the day observed as a holiday as prescribed in this clause in his normal hours of labour or ordinary hours in the case of a rostered worker shall be paid for the time worked at the rate of double time and a half or if the employer agrees be paid for the time worked at the rate of time and a half and in addition be allowed to observe the holiday on a day mutually acceptable to the employer and the worker.
- (4) When a worker is absent on leave without pay, sick leave without pay or worker's compensation, any day observed as a holiday on a day falling during such absence shall not be treated as a paid holiday. Where the worker is on duty or available on the whole of the working day immediately preceding a

holiday, or resumes duty or is available on the whole of the working day immediately following a day observed as a holiday as prescribed by this clause the worker shall be entitled to be paid for such holiday.

- (5) The additional payments, prescribed in subclause (2)(c), (3) and (4) of this clause shall be in substitution for any additional payment for work done on any afternoon and/or night shift.
- (6) This clause shall not apply to casual workers.

6. - ANNUAL LEAVE

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

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

- (3) In respect of employees who work a 19 day four weekly cycle with the twentieth day being taken as a rostered day off, the calendar year will be divided into thirteen, twenty day work cycles. During the year employees will be required to take one period of their annual leave to include the rostered day off duty for that particular work cycle. There will be no additional pay for leave in lieu of that rostered day off.
- (4) An employee may, with the approval of the employer, be allowed to take the annual leave prescribed by this clause before the completion of twelve months' continuous service as prescribed by subclause (1) of this clause.
- (5) In addition to the payment prescribed for annual leave, an employee shall receive a loading of 17½% calculated on the rate prescribed in subclause (2) of this clause.

The loading prescribed by this subclause shall not apply to proportionate leave on termination except where the employee has reached age 55 and has elected to retire.

- (6) Employees whose work locations are north of 26 ° south latitude shall receive an additional one week's annual leave on completion of each year of continuous service in the region.

An employee who resigns or leaves the region and has completed more than twelve months in the region shall be entitled to a proportionate entitlement for the part year counted as qualifying service in the region.

The loading prescribed in subclause (5) of this clause shall not apply to the additional leave prescribed in this subclause.

- (7) If after one month's continuous service in any qualifying 12 monthly period an employee lawfully leaves his/her employment or his/her employment is terminated by the employer through no fault of the employee, the employee shall be paid 2.92 hours pay at his/her ordinary rate or wage in respect of each completed week of continuous service in that qualifying period or in the case of employees provided for in subclauses (6) and (10) of this clause, 3.65 hours pay in respect of each completed week of continuous service in that qualifying period.
- (8) When work is closed down for the purposes of allowing annual leave to be taken, employees with less than a full year's service shall only be entitled to payment during such period for the number of days leave due to them.

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

- (9) By mutual agreement the annual leave prescribed in this clause may be taken in more than one portion provided that no portion shall be less than one week.
- (10) Shift employees who are regularly rostered to work on Sundays and public holidays shall be allowed one week's leave in addition to that prescribed in subclause (1) of this clause with respect to each period of twelve months' continuous service.
- (11) When computing the annual leave due under this clause, no deduction shall be made from such leave in respect of the period an employee is on annual leave, observing a public holiday prescribed by this award, absent through sickness with or without pay except for the portion of an absence that exceeds three months or absent on workers compensation except for that portion of an absence that exceeds six months in any one year and in the case of employees of the Education Department time spent during school vacations when no work is available.
- (12) The provisions of this clause shall not apply to casual employees.

6A. - TRAVEL CONCESSIONS (DEPARTMENT OF AGRICULTURE)

- (1) The travel concessions contained in the schedule to this clause are provided to employees and their dependants when proceeding on annual leave to either Perth or Geraldton from headquarters situated in District Allowance Areas 3, 5, and 6, and in that portion of Area 4 located north of 30 ° South Latitude.
- (2) Employees are required to serve a year in these areas before qualifying for travel concessions; however, employees who have less than a year's service in these areas and who are required to proceed on annual leave to suit employer convenience will also be allowed the concessions. The concession may also be granted to an employee who proceeds on annual leave before completing the years service provided that employee returns to the area to complete the year's service at the expiration of the period of leave.

Part time employees are entitled to travel concessions pursuant to this clause on a pro-rata basis according to the usual numbers of hours normally worked.

- (3) The mode of travel is to be at the discretion of the employer.
- (4) Travel concessions not utilised within twelve months of becoming due will lapse.
- (5) Employees, other than those designated in subclause (1) of this clause, whose headquarters are situated two hundred and forty kilometres or more from Perth General Post Office and who travel to Perth for their annual leave may be granted by the Chief Executive Officer, reasonable travelling time to enable them to complete the return journey.

SCHEDULE

Approved Of Time	Mode	Travel Concession	Travelling Time
Air		Air fare for the employee dependent spouse and dependent children.	One day each way.
Road		Full motor vehicle allowance rates, but reimbursement not to exceed the cost of the return air fare for the employee, dependent spouse and dependent children, travelling in the motor vehicle.	North of 20 ° South Latitude - two and one half days each way remainder - two days each way.

Air and Road	Full motor vehicle allowance rates for car trip, but reimbursement not to exceed the cost of the return air fare for the employee, air fares for dependent spouse and dependent children.	North of 20 ° South Latitude - two and one half days each way remainder - two days each way.
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7. - LONG SERVICE LEAVE

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

8. - ACCIDENTS, TRANSPORT, ETC.

In cases of accident whilst on duty the employer shall pay the cost of transport of the injured worker to the nearest hospital: Provided that when it is deemed necessary by the Officer in Charge that an attendant shall accompany the injured worker the employer shall pay the cost of transport of such attendant and such wages not exceeding eight hours per day for the actual time occupied on the journey and any reasonable out of pocket expenses incurred.

9. - CASUAL EMPLOYEES

A casual employee shall mean an employee for whom less than four weeks' continuous work is provided by the employer. Casual employees shall receive 20% in excess of the rate prescribed for their class of work.

10. - PART TIME EMPLOYEES

- (1) Notwithstanding anything contained herein, the employer shall be at liberty to employ part time employees.
- (2) A part time employee means an employee who is regularly employed for a period of less than thirty eight hours per week.
- (3) Where an employee is employed under the provisions of this clause he/she shall receive payment for wages, annual leave, holidays and sick leave on a pro-rata basis in the same proportion as the number of hours regularly worked each week bears to thirty eight hours.

11. - CONTRACT OF SERVICE

- (1) The engagement of all employees except casual employees shall be by a weekly contract, terminable on either side by one week's notice given on any day or by the payment or forfeiture of one week's wages in lieu of such notice.
- (2) The employer shall be under no obligation to pay for any day not worked on which the employee is required to present for duty except such absence is due to illness and comes within the provisions of clause 14 - Sick Leave of this award or such absence is on account of holidays to which the employee is entitled under the provisions of this award.
- (3) This clause does not affect the right to dismiss for misconduct and in such cases wages shall be paid up to the time of dismissal only.
- (4) The employer shall be entitled to deduct payment for any day or portion of a day on which the employee cannot be usefully employed because of any strike or through the breakdown of the employer's machinery or any stoppage of work by any cause which the employer cannot reasonably prevent.

- (5) During the school vacation periods the Education Department shall be relieved of the obligation to provide work and the employee shall not be entitled to the payment of wages in respect to such period during which no work is performed other than any period during which the employee is on annual leave.
- (6) The engagement of casual employees shall be by the day.
- (7)
 - (a) An employer may direct an employee to carry out such duties which are within the limits of the employee's skill, competence and training, including work which is incidental or peripheral to the employee's main tasks or function, provided that such duties are not designed to promote de-skilling.
 - (b) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.
 - (c) Any direction issued by an employer pursuant to paragraphs (a) and (b) of this subclause shall be consistent with the provisions of the Occupational Health, Safety and Welfare Act 1987, as amended.
 - (d) The above duties may also include Housemastering as per clause 26, subclause (3).

12. - MEDICAL CHEST

- (1)
 - (a) The employer shall provide and maintain a first aid outfit which shall be kept readily accessible and shall be open for inspection by an officer of the union.
 - (b) Such outfit shall consist of at least the following -
 - Eyedrops, boracic acid, iodine, picric acid (bottle solution), 2.5 cm, 6 cm and 10 cm bandages, triangular bandages, lint, cotton wool, lysol, permanganate of potash, snake bite scarifier, 30 cm, 45 cm, 60 cm and 75 cm splints and one pair of scissors.
- (2) At any outcamp, in addition to the outfit referred to in paragraph (b) of subclause (1) of this clause the employer shall provide a collapsible stretcher for the use of sick or injured workers.

13. - WATER BAGS

The employer shall supply water bags on each work, free of charge.

14. - SICK LEAVE

- (1)
 - (a) An employee shall be entitled to payment for non-attendance on the ground of personal ill health for one-sixth of a week's pay for each completed month of service.
 - (b) The liability of the employer shall in no case exceed 10 days wages during each calendar year in respect of an employee but the sick leave herein provided shall be allowed to accumulate and any portion unused in any year may be availed of in the next or any succeeding year.
 - (c) Payment hereunder may be adjusted at the end of each calendar year, or at the time the employee leaves the service of the employer in the event of the employee being entitled by service subsequent to the sickness in that year to a greater allowance than that made at the time the sickness occurred.
- (2) This clause shall not apply where the employee is entitled to compensation under the Workers' Compensation Act.
- (3) No employee shall be entitled to the benefits of this clause unless he/she produces proof satisfactory to the employer or the employer's representative, of sickness but the employer shall not be entitled to a

medical certificate unless the absence is for more than two consecutive working days or the total of such absences exceeds five days in any one accruing year.

- (4) No payment shall be made for any absence due to the employee's own fault, neglect or misconduct.
- (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 he/she is absent on annual leave and an employee may apply for and the employer shall grant paid sick leave in place of annual leave.
 - (b) Application for replacement shall be made within seven days of resuming work and then only if the employee was confined to his/her place of residence or a hospital as a result of his/her personal ill health or injury for a period of seven consecutive days or more and he/she produces a certificate from a registered medical practitioner that he/she was so confined. Provided that the provisions of this paragraph do not relieve the employee of the obligation to advise the employer in accordance with subclause (6) of this clause if he/she is unable to attend for work on the working day next following his/her annual leave.
 - (c) Replacement of paid annual leave by paid sick leave shall not exceed the period of paid sick leave to which the employee was entitled at the time he/she proceeded on annual leave and shall not be made with respect to fractions of a day.
 - (d) Where paid sick leave has been granted by the employer in accordance with subclause (a), (b) and (c), 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 6. - 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 6. - Annual Leave shall be deemed to have been paid with respect to the replaced annual leave.
- (6) In order to acquire entitlement to payment in accordance with this clause the employee shall as soon as is reasonably practicable advise the employer of his/her inability to attend for work, the nature of his/her illness or injury and the estimated duration of the absence.

Provided that such advice other than in extraordinary circumstances shall be given to the employer within twenty four hours of the commencement of the absence.

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

15. - PROTECTIVE CLOTHING

- (1) Where in the opinion of the Officer in Charge the work is of such a nature that some form of protective clothing is necessary the said Officer in Charge may as he considers it necessary issue any of the following to the workers concerned:

Overalls

Leather gloves

Leather aprons

Waterproof boots

- (2) The equipment supplied pursuant to subclause (1) of this clause shall remain the property of the employer. The loss of such articles due to any cause arising out of the neglect or misuse by the worker shall be a charge against the wages of the worker, provided that no charge shall be made in respect of reasonable wear and tear.

16. - PAYMENT OF FARES

- (1) The employer shall pay railway and other transport fares or shall provide transport free of charge from the place of engagement to the place of work and when the worker's services are terminated because there is no further work available, return fares or transport to the place of engagement shall also be paid or provided by the employer: Provided that in the event of any worker leaving the work of his own accord, or being dismissed on account of misconduct or unsatisfactory work within three months in the case of an employee working south of south latitude 26 and within six months in the case of an employee working north of south latitude 26 of engagement, the amount of fare to the job may be deducted from any amounts due to such worker at the time of dismissal, and he shall forfeit privileges of free return to the place of engagement.
- (2)
 - (a) When a worker is transferred to suit the convenience or in the interests of the employer, the actual reasonable cost of conveyance of such worker as well as his wife and children dependant upon him shall be paid by the employer.
 - (b) By arrangement with the employer the cost of transferring necessary household furniture and effects shall be paid by the employer.
- (3) If workers are transferred to another job at their own request they shall not be entitled to fares or any allowances under this clause.

17. - PREFERENCE

Deleted by section 88 (3) of the Acts Amendment and Repeal (Industrial Relations) Act (No.2) 1984.

18. - HOURS

- (1) The ordinary working hours of workers other than rostered workers shall be thirty eight each week to be worked in five days Monday to Saturday inclusive, but exclusive of a meal break of not more than one hour or not less than one half hour.
- (2)
 - (a) The ordinary hours of work for rostered workers shall not exceed seventy six per fortnight and shall be worked on not more than ten days Monday to Sunday inclusive.
 - (b) In addition to one break for a meal there shall not be more than one break in any day, such a break to be not less than two hours' duration.
- (3)
 - (a) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirements.
 - (b) The union or worker or workers 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.
 - (c) The ordinary hours of duty of rostered workers shall be set out in a roster which shall be posted in a convenient place where it can be readily seen by the workers concerned, setting out the time each rostered worker starts and finishes each day, together with the appropriate consecutive days off duty. Provided that the roster may be altered on account of contingencies which the employer could not reasonably foresee. Such altered time shall then become the rostered time.

18A. - 19 DAY, 4 WEEK CYCLE

- (1) The ordinary hours shall be worked within a twenty day cycle of eighty hours on each of the first nineteen days in each cycle with 0.4 of one hour of each such day worked accruing as an entitlement to take the twentieth day in each cycle as a paid day off as though worked.
- (2) The employer is responsible for the preparation of the roster which will allow a rostered day off duty in each twenty day cycle.
- (3)
 - (a) The rostered day off will be observed on either the first or the last working day of the week. An employee is not required to accumulate a full credit prior to being entitled to a rostered day off.
 - (b) However, during periods of seeding, harvesting or shearing due to the operational requirements of the employer, employees will accumulate the rostered days off which will be taken in conjunction with annual leave or another mutually agreed period. The employer and employee will mutually agree as to when the days in lieu of the rostered days off will be taken, however such leave will be taken subject to the routine operational requirements of the employer.
 - (c) All leave in lieu of the rostered days off will be taken as full day credit entitlements, an employee will not be entitled to such leave on a pro-rata credit basis. However an employee who has not worked or regarded as having not worked a complete twenty day per work cycle in accordance with the provisions of this agreement shall receive pro-rata accrued entitlements for each such day worked or regarded as having been worked.
 - (d) Any dispute concerning the taking of leave in lieu of the rostered days off will be referred to a meeting of the employer and the union.
 - (e) Should an employee be required to work during periods of leave in lieu of the rostered days off, no overtime will be paid and the employee by agreement with the employer will be re-rostered off duty at a mutually convenient period.
- (4) The maintenance of the rosters shall be the responsibility of the employer and alterations may be made to meet the needs of the employer.
- (5) Where to meet the needs of the employer the employee is required to work on his/her rostered day off, no overtime will be paid and that employee will be re-rostered for another day off duty within ten (10) working days. A re-rostered day will be the first or last working day of the week unless another day is agreed between the employer and the employee.
- (6) There will be no rostered day off duty applicable to employees whilst on long service leave nor any credit accumulated for such periods of leave.
- (7) An employee shall accrue an entitlement of 24 minutes per day whilst on sick leave towards his/her rostered day off. However, his/her sick leave entitlement will be debited by eight hours.
- (8) Any dispute concerning rosters shall be referred to a meeting of the employer and the union.
- (9) No higher duties allowance will be payable to employees required to act in another position when the occupant of that position is on a rostered day off duty.
- (10) There will be no entitlement to payment for time accrued towards a rostered day off on either termination or dismissal.
- (11) Part time employees and casual employees will be paid for hours actually worked and the provisions of this clause shall not apply.
- (12) Employees whilst on workers compensation or leave without pay will not be entitled to rostered days off nor shall any credit accumulate for such periods of leave.
- (13) The only allowance payable to employees on a rostered day off shall be those provided by Clause 22. - Camping Allowance and Clause 28. - District Allowance.

- (14) An employee rostered off duty for a particular day is not entitled to claim sick leave or compassionate leave in substitution for the rostered day off.
- (15) Overtime provisions will not apply to employees until after eight hours have been worked in that day and shall only apply to that time in excess of eight hours.

19. - SPREAD OF SHIFTS

- (1) The daily spread of shifts shall mean the period between the time when the worker first commences work and the time when he or she finishes work for the day. The daily spread of shifts shall not exceed twelve hours.
- (2) The provisions of this clause shall not apply to employees engaged in dairy operations on agricultural research stations covered by this award.

20. - ADDITIONAL RATES FOR ORDINARY HOURS

- (1) A domestic who is required to work on any of his or her ordinary days between 7.00 p.m. and 7.00 a.m. Monday to Friday both inclusive shall be paid at the rate of an extra fifty eight cents per hour for each hour worked.
- (2) All ordinary hours of rostered work on Saturdays or Sundays, shall be paid for at an extra fifty per cent.
- (3) The foregoing rates shall not be in addition to the rates prescribed for casual workers.

21. - OVERTIME

- (1) All time worked in excess of eight hours on any day Monday to Friday shall be paid for at the rate of time and a half for the first two hours and double time thereafter.
- (2) All time worked outside ordinary hours of duty on a Saturday before 12.00 noon shall be paid for at the rate of time and a half for the first two hours and double time thereafter. All time worked outside ordinary hours after 12.00 noon on a Saturday or on a Sunday shall be paid for at the rate of double time.
- (3) Overtime worked on a public holiday as provided by clause 5. - Holidays, shall be paid for at the rate of time and one-half in addition to the employee's ordinary hourly award rate.
- (4) All work performed by a rostered employee on any day on which he/she is rostered off duty shall be paid for at the rate of double time.
- (5) An employee of the Ministry of Education shall be entitled to payment of a minimum of three hours at ordinary overtime rates when required to attend an emergency call outside of the normal rostered hours and rostered overtime if the Principal authorises the emergency, and neither the Farm Supervisor nor his/her assistant is able to attend.

22. - CAMPING ALLOWANCE

- (1) Employees who are required to camp or live at the site of any work either by direction of the employer, or because no reasonable transport facilities are available to enable them to proceed to and from their homes each day, shall be paid a camping allowance of \$106.10 for every complete week they are available for work. Such weekly allowance is to cover the disability of living in a camp, the cost of food and incidentals and any fares incurred at the weekend by men travelling away from camp to their homes and return, but an employee who is absent from duty without the employers approval on the working day immediately prior to or succeeding a weekend shall be paid as provided in the following sentence.

If required to be in camp for less than a complete week, they shall be paid \$15.15 per day, including any Saturday or Sunday if in camp and available for work on the working days immediately preceding and succeeding such Saturday and Sunday.

- (2) Provided however, where an employer, at his own cost provides the employee with a proper mess room and cooks the employees food free of charge, the allowance provided in subclause (1) hereof shall be reduced to \$58.00 per week or \$8.30 per day as the case may be.
- (3) Notwithstanding the provisions elsewhere prescribed in this clause, if an employer elects to provide full board and suitable lodgings, the allowances prescribed herein shall not be payable.
- (4) The above provisions do not apply to workers actually at Research Stations who are required to batch.

23. - PAYMENT OF WAGES

- (1)
 - (a) A worker who is discharged for other than misconduct or resigns by giving a week's notice shall be paid wages due through the normal payment process for the particular place where the worker is employed.
 - (b) A worker who is dismissed for misconduct shall be paid wages due by cash or money order at a place designated by the Officer in Charge within twenty-four hours of the time the worker reports to the Officer in Charge. Provided that any holiday pay due to a worker referred to in paragraphs (a) and (b) hereof shall be made available to Head Office or, at the request of such worker, despatched to his home address by registered post.
- (2) When or before payment of wages is made to a worker he shall on request be supplied with a docket showing at least the net amount of wages, margin, overtime and any allowances together with details of any deductions which are made from his earnings.
- (3) Payment shall be fortnightly into a nominated account of either an approved building society or credit union or bank unless specified elsewhere in this award.

24. - TIME RECORD

The employer shall keep or cause to be kept a time and wages record showing the name of each worker, the hours worked each day and the wages and allowances paid each week and any deductions made. Such record shall be open for inspection to a duly accredited representative of the union during the usual office hours, at the employer's head office or other convenient place, and he shall be allowed to take extracts therefrom. Before exercising a power of inspection the representative shall give reasonable notice of not less than 24 hours to the employer.

25. - DEFINITIONS

- (1) "General Operative Grade I" shall mean a General Operative Grade II who has the level of competence of an employee with 12 months' relevant experience. The employer may reclassify a General Operative Grade II to General Operative Grade I at any time within the first 12 months of employment if the said employee has demonstrated he or she has the required level of competence.
- (2) "Agricultural Operative" shall mean a worker called upon to carry out duties associated with the various activities of the Department of Agriculture and shall include the operating and servicing of farm machinery and equipment in addition to other work involved in primary agricultural production and research trials.
- (3) "Senior Agricultural Operative (Tradesperson)" shall mean a worker appointed by the employer who is competent and is required to work with a minimum of supervision in any area directly associated with research and farm management and includes operating, servicing, maintaining and modifying, according to specific instructions, farm machinery and equipment, maintaining records, testing, sampling, pest and

weed control or any other work on specific projects required by the technical officers or as directed by the Research Station Manager and/or the Professional Officer.

- (4) "Senior Agricultural Operative Special" shall mean an operative appointed as such by the employer. A Senior Agricultural Operative Special shall have at least 10 years' experimental farm work experience (or an approved equivalent of knowledge and experience) as agreed between the parties and shall be able to work with a minimum of supervision.
- (5) "Leading Hand" shall mean a worker appointed by the employer and placed in charge of and who directs three or more other workers employed under this award.
- (6) "Kitchen Staff employee - Level 1" shall mean a worker employed by the Ministry of Education who is required to perform a range of duties which prior to the broadbanding of December 1989 were carried by workers employed in the classifications of adult domestic or waitress and/or kitchenhand and/or pantryhand and/or housemaid.
- (7) "Kitchen Staff employee - Level 2" shall mean a worker employed by the Ministry of Education who is required to perform a range of duties which, prior to the broadbanding of December 1989, were carried out by workers employed in the classifications of second cook and reliever and/or cook (where only one required).
- (8) "Kitchen Staff employee - Level 3" shall mean a worker employed by the Ministry of Education who is required to perform the range of duties which, prior to the broadbanding of December 1989, were carried out by workers employed in the classification of first cook - Narrogin, Cunderdin and other locations.
- (9) "Kitchen staff employee - Level 4" shall mean a worker employed by the Ministry of Education who meets the requirements for a tradesperson cook.
- (10) "Agricultural Training Officer - Level 1" shall mean an employee employed by the Ministry of Education for 12 months who is "proficient" in one (1) and "satisfactory" in two (2) major areas.
- (11) "Agricultural Training Officer - Level 2" shall mean an employee employed by the Ministry of Education who is "proficient" in at least two (2) major areas, or who has a relevant trade qualification.
- (12) "Agricultural Training Officer - Level 3" shall mean an employee employed by the Ministry of Education who is "proficient" in three (3) major areas, and/or who has 50% accredited towards a certificate in Agriculture Instruction.
- (13) "Agricultural Training Officer - Level 4" shall mean:
 - (a) An employee who is "proficient" in four major areas and has completed the Agricultural Instructor's Certificate.
 - (b) An employee who is "proficient" in five major areas and has completed the Agricultural Instructor's Certificate.
 - (c) An employee who is "proficient" in six major areas and has completed the Agricultural Instructor's Certificate.
- (14) "Proficient" for the purposes of clauses (10) to (13) shall mean that the Agricultural Training Officer is able to manage the area in question and is capable of maintaining the operation to a level acceptable to an industry expert.
- (15) "Satisfactory" for the purpose of Level 1 positions, means that the employee is capable of working with minimum supervision for a short period of time in a particular area.
- (16) "Areas" refer to those outlined in the National Core Curriculum Farm Skills Guide.

- (17) Notwithstanding the provisions of clause (13), the initial 12 months of service in the position of Agricultural Training Officer - Level 4, shall be regarded as probationary, subject to satisfactory performance reviewed at 9 months.

26. - WAGES

- (1) Department of Agriculture (increments based on service):

	A RATE PER WEEK FIRST YEAR OF SERVICES\$	B RATE PER WEEK SECOND YEAR OF SERVICES\$	C RATE PER WEEK THIRD AND SUBSEQUENT YEARS OF SERVICES\$
(a) General Operative Grade II	-	348.09	-
Arbitrated Safety Net Adjustments		456.51	
Total		804.60	
(b) General Operative Grade I	371.66	375.97	379.55
Arbitrated Safety Net Adjustments	459.64	460.23	460.75
Total	831.30	836.20	840.30
(c) Agricultural Operative	379.76	384.17	387.86
Arbitrated Safety Net Adjustments	460.84	461.33	461.74
Total	840.60	845.50	849.60
(d) Senior Agricultural Operative (Tradesperson)	423.83	428.75	432.96
Arbitrated Safety Net Adjustments	471.37	472.15	472.74
Total	895.20	900.90	905.70
(e) Senior Agricultural Operative Special	476.83	484.00	491.18
Arbitrated Safety Net Adjustments	477.37	478.40	479.72
Total	954.20	962.40	970.90

- (2) Ministry of Education (increments based on performance provided that for entry to the level of (d) hereof the employee shall hold the appropriate qualification):

	A RATE PER WEEKS\$	B RATE PER WEEKS\$	C RATE PER WEEKS\$
(a) Agricultural Training Officer Level 1	433.67	438.80	443.21
Arbitrated Safety Net Adjustments	472.93	473.70	474.29
Total	906.60	912.50	917.50
(b) Agricultural Training Officer Level 2	449.87	455.30	459.71
Arbitrated Safety Net Adjustments	475.33	476.10	476.79
Total	925.20	931.40	936.50

(c)	Agricultural Training Officer Level 3	466.68	472.42	481.03
	Arbitrated Safety Net Adjustments	475.82	476.78	478.07
	Total	942.50	949.20	959.10
(d)	Agricultural Training Officer Level 4	496.30	511.68	527.05
	Arbitrated Safety Net Adjustments	480.50	482.92	487.45
	Total	976.80	994.60	1014.50

(3) Ministry of Education (increments based on performance):

	A RATE PERWEEK\$	B RATE PERWEEK\$	C RATE PERWEEK\$	D RATE PERWEEK\$
(a)	Kitchen Staff employee Level 1	370.84	377.50	381.71
	Arbitrated Safety Net Adjustments	459.56	460.40	460.99
	Total	830.40	837.90	842.70
(b)	Kitchen Staff employee Level 2	387.55	395.85	400.98
	Arbitrated Safety Net Adjustments	461.75	462.75	463.52
	Total	849.30	858.60	864.50
(c)	Kitchen Staff employee Level 3	412.15	421.17	435.01
	Arbitrated Safety Net Adjustments	464.95	470.93	472.99
	Total	877.10	892.10	908.00
(d)	Kitchen Staff employee Level 4	448.23	455.92	460.73
	Arbitrated Safety Net Adjustments	475.17	476.38	477.17
	Total	923.40	932.30	937.90

(4) Employees of the Ministry of Education performing Housemaster's duties shall be entitled to payment in accordance with the rates and conditions prescribed by the Government School Teachers' Salaries Award.

(5) (a) For the purposes of (2) and (3) hereof, the following is to apply:

Assessment Within Levels

It is agreed that a performance management system should be used to assess the employee's performance and suitability to move from one increment point (A, B or C) to another within a particular level.

The personnel involved in assessing Agricultural Training Officers shall be:

the Principal (or nominated representative) and the Farm Supervisor (or Agricultural Teacher) at the establishment.

- (b) A copy of this assessment and relevant documents will be sent to the employer's Head Office and the employee shall be entitled to the next annual increment.
- (c) In the event of an assessment that the performances has been unsatisfactory, the employee will be given three (3) months to show an improvement and be reassessed for his/her increment and suitability to continue employment in that capacity.

- (d) Employees will be subject to periodic review in order to receive an increment.
- (6) (a). Assessment to a Higher Classification
- There is a specific requirement at each level to master a number of major areas on the farm, as outlined in the National Core Curriculum Farm Skills Training Guide. The assessment procedure has been agreed to and should be read in conjunction with the "definitions" and "wages" clauses of this award.
- (b) The Assessment Panel shall consist of the following: Employer Nominee, Supervisor and the Appropriate Member of Advisory Council.
 - (c) The assessment will be based on criteria established by the National Core Curriculum and consistent in every instance of assessment. Success will be determined by the criteria outlined and tested by this document and the panel members' decision must be unanimous. Criteria in addition to that outlined in the National Core Curriculum, assessed by the nominated panel will be the Agricultural Training Officer's ability to demonstrate and communicate with the students.
 - (d) Reasons for the decision are to be made available to the Agricultural Training Officer.
 - (e) The assessment report will then be forwarded to the Co-ordinator of Agricultural Education to be processed as a reclassification. Further increments within the level, (excluding and unless Level 4) will be subject to annual review; however the progression from one classification to another is not restricted by a qualifying time period.
 - (f) In the event that an employee wishes to appeal against the result of the assessment, the following is to apply:
 - (i) The employee shall forward to the Co-ordinator of Agricultural Education for receipt within 14 days of the decision being made, a written statement outlining the reason and grounds for disputing the decision.
 - (ii) On receipt of such written statement, the employer shall notify the Union of that fact.
 - (iii) The employer may require the original assessment panel to comment in writing to the Co-ordinator stating the reasons for unsuccessful assessment.
 - (iv) A review panel will then be appointed to reassess the claim.
 - (v) The decision of the review panel will be accepted by the employer and by the Union as final.
 - (vi) Nothing in the foregoing shall be construed so as to limit or pre-empt the rights of any employee pursuant to the Industrial Relations Act 1979.
- (7) 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.

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

(2) The minimum adult award wage for full-time employees aged 21 or more working under an award that provides for a 38-hour week is \$779.00 per week.

The minimum adult award wage for full-time employees aged 21 or more working under awards that provide for other than a 38-hour week is calculated as follows: divide \$779.00 by 38 and multiply by the number of ordinary hours prescribed for a full-time employee under the award.

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

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

(4) Unless otherwise provided in this clause adults aged 21 or more employed as casuals, part-time employees or piece workers or employees who are remunerated wholly on the basis of payment by result, shall not be paid less than pro rata the minimum adult award wage according to the hours worked.

(5) Employees under the age of 21 shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award (if applicable) to the minimum adult award wage, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.

(6) The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or government approved work placement programs or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.

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

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

(a) Apply to all work in ordinary hours.

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

(9) Minimum Adult Award Wage

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

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

(10) Adult Apprentices

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

- (b) The minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for other than a 38-hour week is calculated as follows: divide \$665.60 by 38 and multiply by the number of ordinary hours prescribed for a full-time apprentice under the award.
- (c) The minimum adult apprentice wage is payable on and from the commencement of the first pay period on or after 1 July 2021.
- (d) Adult apprentices aged 21 years or more employed on a part-time basis shall not be paid less than pro rata the minimum adult apprentice wage according to the hours worked.
- (e) The rates paid in the paragraphs above to an apprentice 21 years of age or more are payable on superannuation and during any period of paid leave prescribed by this award.
- (f) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.

28. - DISTRICT ALLOWANCE

The conditions governing the granting of District Allowance to Government Wages employees generally shall apply to workers covered by this award.

29. - ALLOWANCES

Employees covered by this Award shall be entitled to the terms and conditions prescribed by the Public Service General Conditions of Service and Allowances Award PSA A 4 of 1989 and as varied or replaced thereafter provided that such is authorised by his/her supervisors or the employer.

29A. - HERBICIDES AND PESTICIDES ALLOWANCE

- (1) An employer who requires an employee to use a pesticide shall:
 - (a) inform the employee of any known health hazards involved and
 - (b) ascertain from the Department of Health and Medical Services whether and, if so, what protective clothing or equipment should be worn during its use.
- (2) Pending advice from the department, the employer may require the pesticide to be used if he informs the employee of any safety precautions specified by the manufacturer of the pesticide and instructs the employee to follow those precautions.
- (3) The employer shall supply the employee with any protective clothing or equipment required pursuant to paragraph (1) or (2) and, where necessary, instruct him in its use.

30. - JUNIOR WORKERS

- (1) (a) The minimum rate of wage payable to Junior Employees engaged in a classification prescribed by Clause 27. - Wages of this Award shall be the following percentage of the prescribed wage for an adult worker doing the same class of work:

	%
Under 17 years of age	60
17 to 18 years of age	70

18 to 19 years of age	80
At 19 years of age	100

- (b) Provided that the rate for junior employees appointed to the calling of General Operative Grade II shall after 12 months' experience unless reclassified to General Operative Grade I be calculated as a percentage of the relevant Grade I rate for their classification of work.

31. - OLD AND INFIRM WORKERS

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

32. - MIXED FUNCTIONS

Where an employee is directed to do and does on any one day for a time exceeding two consecutive hours in the aggregate, work for which a higher rate is prescribed under this Award than for other work done by him on that day, he shall be paid at not less than the higher rate for all work done by him on that day.

33. - APPRENTICES

- (1) Subject to the provisions of this clause, the Apprenticeship Regulations as amended from time to time are incorporated in and form part of this Award.
- (2) Apprentices may be taken to the trade of cooking and farming.
- (3) Apprentices may be taken in the ratio of one apprentice for every two or fraction of two tradesmen and shall not be taken in excess of that ratio unless -
 - (a) the union concerned so agrees; or
 - (b) the Commission so determines after receiving a report from the appropriate Apprenticeship Advisory Board; or
 - (c) The Commission so determines pursuant to regulation 39 of the Apprenticeship Regulations.
- (4) Except as hereinafter provided every agreement of apprenticeship shall be for a period of four years unless, with the approval of the Commission, that period is reduced or deemed to have been commenced prior to the date of the agreement, provided that where the apprentice has completed the twelfth year of schooling and has obtained the High School Certificate or Leaving Certificate of the Public Examinations Board in such subjects as the Advisory Board determines and has the vocational aptitude for the trades, he may be allowed a credit to reduce the period to three years.
- (5) Where classes are provided by the Technical Education Division of the Education Department in the locality in which the apprentice is employed, the hours of attendance at such classes shall be eight hours per week for the first, second and third years of the apprenticeship.
- (6) Apprentices: Weekly rate shall be a percentage as hereunder of the trademan's rate:

(a) Four Year Term -	%
First year	42

Second year	55
Third year	75
Fourth year	88
(b) Three Year Term -	%
First year	55
Second year	75
Third year	88

34. - MATERNITY LEAVE

(1) Eligibility for Maternity Leave:-

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

Maternity leave shall mean unpaid maternity leave.

(2) Period of Leave and Commencement of Leave:-

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

(3) Transfer to a Safe-Job:-

Where in the opinion of a duly qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave. If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a duly qualified medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (7), (8), (9) and (10) hereof.

(4) Variation of Period of Maternity Leave:-

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

(5) Cancellation of Maternity Leave:-

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

(6) Special Maternity Leave and Sick Leave:-

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

(7) Maternity Leave and Other Leave Entitlements:-

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

- (a) An employee may, in lieu of or in conjunction with maternity leave, take any 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 an employee during her absence on maternity leave.

(8) Effect of Maternity Leave on Employment:-

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

(9) Termination of Employment:-

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

- (b) An employer shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.
- (10) Return to Work After Maternity Leave:-
- (a) An employee shall confirm her intention of returning to her work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.
 - (b) An employee, 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 an employee who was transferred to a safe job pursuant to subclause (3), to the position which she held immediately before such transfer. Where such position no longer exists but there are other positions available for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.
- (11) Replacement Workers:-
- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.
 - (b) Before an employer engages a replacement employee under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
 - (c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee 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 employee who is being replaced.
 - (d) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.
 - (e) A replacement employee shall not be entitled to any of the rights conferred by this clause except where her employment continues beyond the 12 months qualifying period.

35. - LEAVE WITHOUT PAY

- (1) Every application for leave without pay will be considered on its merits and may be granted provided the following conditions are met:
 - (a) it suits the convenience of the employer; and
 - (b) all other leave credits of the employee are exhausted.
- (2) Subject to the provisions of (1) the employer may grant an employee leave without pay for a period not exceeding 12 months in any one continuous absence except for leave without pay for full time study.
- (3) Leave granted under this provision shall not count as qualifying service for the purposes of annual leave.
- (4) The effect (of leave without pay granted under this provision) on qualifying service for the purposes of long service leave is as prescribed in the Long Service Leave Conditions State Government Wages Employees General Order.
- (5) The employer may grant an employee up to three years' leave without pay to undertake full-time study, subject to a yearly review of satisfactory performance.

- (6) Subject to the provisions of (1), the employer may grant an employee who has been awarded a sporting scholarship by the Australian Institute of Sport, leave without pay not exceeding 12 months in any one continuous absence.

36. - LEAVE FOR INTERNATIONAL SPORTING EVENTS

- (1) Special leave with pay may be granted by the employer to an employee chosen to represent Australia as a competitor or official at a sporting event which meets the following criteria:
- (a) it is a recognised international amateur sport of national significance; or
 - (b) it is a world or international regional competition; and
 - (c) no contribution is made by the sporting organisation towards the normal salary of the employee.
- (2) The employer shall liaise with the Department of Sport and Recreation when determining:-
- (a) whether the application meets the above criteria; and
 - (b) the period of leave to be granted.

37. - SHIFT WORK

- (1) The employer may if he or she so desires work any employees on shifts and shall give the Union notice of the intention to do so and advise of intended starting and finishing times or ordinary working hours of the respective shifts.
- (2) When a shift commences on or after 12.00 noon on any day a loading at the rate of 15 per cent of one fifth of the rate of wage for the classification in which the employee is employed shall be paid.
- (3) All shifts worked on a Saturday, Sunday shall be paid a loading at the rate of 50 per cent of the employee's hourly wage for all hours worked on that shift. This penalty shall apply in lieu of the allowance provided in subclause (2) of this clause.
- (4) All shift worked on a public holiday shall be paid a loading at the rate of 150 per cent of the employee's hourly wage for all hours worked on that shift. This rate shall be paid in lieu of the loading provided by subclause (2) of this clause.
- (5) The employer may operate split shifts within establishments conducting dairy operations. Where a split shift pattern is used an allowance of \$4.95 per split shift shall be paid for that day.
- (6) An employee who proceeds on a period of annual leave and who could have worked on shift work during the nominated period of leave had the employee not been on leave shall be paid the shift loadings prescribed by this clause that the employee would have received had the employee remained at work.

38. - SPECIAL CONDITIONS - FOX RIVER/ORD RIVER

Notwithstanding the provisions contained elsewhere in this award the following conditions shall apply to employees at the Fox River and Ord River Research Station:

- (1) Where the needs of the employer's operations require it or the employees so elect, the ordinary hours of duty can be spread over consecutive days off:
- (a) ten in any fourteen day cycle; or
 - (b) fifteen in any twenty-one day cycle; or

- (c) twenty in any twenty-eight day cycle.

Credits accrued for a rostered day off as provided for by Clause 18A. - 19 Day, 4 Week Cycle shall be granted to the employee either at the end of the cycle for those on twenty-eight day cycle or in accordance with the roster.

- (2) For hours worked in excess of eight hours a day whilst the employee is engaged on mustering and yarding of animals the employee shall be allowed time off duty with pay equal to time worked and may be taken within the succeeding three weeks or at a time mutually agreed between the employer and the employee.
- (3) The employer may provide employees engaged on duties away from the homestead a mess arrangement for keep, in such circumstances the employer will provide good sufficient rations at cost price to the employee as arranged by the Research Station manager through messing facilities.
- (4) (a) The employer will arrange for one employee to perform all the duties associated with preparation, cooking and serving of food and cleaning utensils, etc.
- (b) No camping allowance shall be paid to the employees covered by such an arrangement and mess charges shall be deducted from the employee's wages.
- (5) Notwithstanding the provisions of clause 23. - Payment of Wages, employees may elect to have their wages directly paid by cheque.

39. - BEREAVEMENT LEAVE

- (1) Subject to (2) hereof an employee shall, on the death within Australia of a wife, husband, de-facto wife or de-facto husband, father, father-in-law, mother, mother-in-law, brother, sister, child or step-child, be entitled on notice to 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/her employer.
- (2) 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/her roster, or on long service leave, annual leave, sick leave, workers' compensation, leave without pay or on a public holiday.

40. - MILITARY LEAVE

Employees covered by the terms of this award shall be entitled to leave in accordance with the Government wages employees military leave provisions as set by administrative instruction.

41. - STUDY ASSISTANCE

Employees covered by the terms of this award shall be entitled to study leave in accordance with the Government wages employees study leave provisions as set by administrative instruction.

42. - STRUCTURAL EFFICIENCY

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

43. - CONSULTATIVE COMMITTEE

- (1) The employers shall establish a consultative mechanism.

The consultative mechanism is to be used by the parties to the award to co-operate positively to increase the efficiency and productivity of the enterprise.

(2) The Role of the Consultative Committee

The role of the consultative committee shall include, but not be limited to, the following:

- (a) Be a focal point for the collection of information and its dissemination to all employees.
- (b) Will discuss any major change in organisation structure or technology.
- (c) Shall be used as a forum to discuss any issue which impacts significantly on the work practices of employees.

44. - AWARD MODERNISATION

- (1) The parties are committed to modernising the terms of the award so that it provides for more flexible working arrangements, improves the quality of working life, enhances skills and job satisfaction and assists positively in the restructuring process.
- (2) In conjunction with testing the new award structure the union is prepared to discuss all matters raised by the employers for increased flexibility. As such, any discussion with that union must be premised on the understanding that:
 - (a) The majority of employees at each enterprise must genuinely agree.
 - (b) No employee will be disadvantaged as a result of the change.
 - (c) The union is a party in this process, in particular where enterprise level discussions as per clause 43. - Consultative Committee are considering matters requiring award variations, the union must be invited to participate.
 - (d) The union will not unreasonably oppose any agreement.
 - (e) Agreements will be ratified by the Western Australian Industrial Relations Commission.
- (3) Should an agreement be reached pursuant to this clause at a particular enterprise and that agreement requires award variation, the parties will not oppose that award variation for that particular provision for that particular enterprise.
- (4) The parties agree that under this heading any award matter can be raised for discussion.
- (5) The parties agree that working parties will continue to meet with the aim of modernising the award.
- (6) Employees within each level are to perform a wider range of duties including work which is incidental or peripheral to their main tasks or functions.

APPENDIX - RESOLUTION OF DISPUTES REQUIREMENT

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

SCHEDULE A. - RESPONDENTS

The Hon. The Minister for Agriculture

The Hon. The Minister for Education

The Hon. Treasurer

SCHEDULE B. - PARTIES TO THE AWARD

Union Party to the Award

The Australian Workers' Union, West Australian Branch, Industrial Union of Workers

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 19th day of October, 1971.

VARIATION RECORD

STATE RESEARCH STATIONS, AGRICULTURAL SCHOOLS AND COLLEGE WORKERS
AWARD, 1971

Delivered 19/10/71 at 57 WAIG 1042
Consolidated 20/07/83 at 63 WAIG 1661 (page 1781)

CLAUSE NO.	EXTENT VARIATION	OF	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
1. Title					
	Consolidation 93(6)			20/07/83	63 WAIG 1661 (page 1781)
(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. & Title		609/99	06/07/99	79 WAIG 1843
2. Arrangement					
	Ins 30A		16/87	02/04/87	67 WAIG 577

Delete Accomodation, renumber succeeding cls. Cl.	17. 549/86 all	03/04/87	67 WAIG 484
Cl.	1840/1/89(R)	15/12/89	70 WAIG 492
Cl.	1840/2/89(R2)	18/10/90	71 WAIG 174
Ins. 1A	1752/91	31/01/92	72 WAIG 191
Ins. Sch. A & B	694/93	08/07/93	73 WAIG 2783
1A. Title	1457/93	24/12/93	74 WAIG 198
1A. Title	985/94	30/12/94	75 WAIG 23
Ins. 43 & 44	744/95	24/08/95	75 WAIG 2838
1A. Title	1164/95	21/03/96	76 WAIG 911
Ins. Appendix Resolution...	- 693/96	16/07/96	76 WAIG 2768
Ins. Appendix S.49B...	- 694/96	16/07/96	76 WAIG 2789
1A. Title	915/96	07/08/96	76 WAIG 3368
1A	940/97	14/11/97	77 WAIG 3177
1A	757/98	12/06/98	78 WAIG 2579
Del. 1A	609/99	06/07/99	79 WAIG 1843

2A. State Wage Principles - September 1989

Ins.cl.	1840/1/89(R)	15/12/89	70 WAIG 492
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3. Area and Scope

Cl.	549/86	03/04/87	67 WAIG 484
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4. Term

Consolidation 93(6)		20/07/83	63 WAIG 1661
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5. Holidays

Consolidation 93(6)		20/07/83	63 WAIG 1661
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6. Annual Leave

(6)	1840/1/89(R)	15/12/89	70 WAIG 492
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Cl.	1840/2/89(R2)	18/10/90	71 WAIG 174
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6A. Travel Concessions (Department of Agriculture)

Ins.cl.	1840/2/89(R2)	18/10/90	71 WAIG 174
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7. Long Service Leave

Consolidation 93(6)		20/07/83	63 WAIG 1661
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8. Accidents, Transport, etc.

Consolidation 93(6)		20/07/83	63 WAIG 1661
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(9. Casual Workers)

Consolidation Correction, 2nd para	19/09/85		65 WAIG 1982
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Deleted by	1840/2/89(R2)	18/10/90	71 WAIG 174
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9. Casual Employees

Ins. by	1840/2/89(R2)	18/10/90	71 WAIG 174
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(10. Part Time Workers)

Deleted by	1840/2/89(R2)	18/10/90	71 WAIG 174
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10. Part Time Employees

Ins. by	1840/2/89(R2)	18/10/90	71 WAIG 174
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11. Contract of Service

Cl.	1840/2/89(R2)	18/10/90	71 WAIG 174
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12. Medical Chest

Consolidation 93(6)		20/07/83	63 WAIG 1661
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13. Water Bags

Consolidation 93(6)		20/07/83	63 WAIG 1661
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(14. Absence Through Sickness)

Deleted by 1840/2/89(R2) 18/10/90 71 WAIG 174

14. Sick Leave

Ins. by 1840/2/89(R2) 18/10/90 71 WAIG 174

15. Protective Clothing

Consolidation 93(6) 20/07/83 63 WAIG 1661

16. Payment of Fares

Consolidation 93(6) 20/07/83 63 WAIG 1661

(17. Accommodation)

delete this cl.and renumber all succeeding cls.

549/86 03/04/87 67 WAIG 484

17. Preference

Previously cl.18.

renumbered by 549/86 03/04/87 67 WAIG 484

Deleted by section 88 (3) of the Acts Amendment and Repeal (Industrial Relations) Act (No.2) 1984.

18. Hours

Previously cl.19.

renumbered by 549/86 03/04/87 67 WAIG 484

(1) & (2) 1840/2/89(R2) 18/10/90 71 WAIG 174

18A. 19 Day, 4 Week Cycle

Ins. cl. 1840/2/89(R2) 18/10/90 71 WAIG 174

19. Spread of Shifts

renumbered by 549/86 03/04/87 67 WAIG 484

Previously cl.20.

(2) 1840/2/89(R2) 18/10/90 71 WAIG 174

20. Additional Rates for Ordinary Hours

Previously cl.21.

renumbered by	549/86	03/04/87	67 WAIG 484
Consolidation 93(6)		20/07/83	63 WAIG 1661
(1)	1625/04	11/03/05	85 WAIG 1470

21. Overtime

renumbered by	549/86	03/04/87	67 WAIG 484
Previously cl.22.			
(1) & (2)	827/89	27/07/89	69 WAIG 2755
Cl.	1840/2/89(R2)	18/10/90	71 WAIG 174

22. Camping Allowance

Previously cl.23.

renumbered by	549/86	03/04/87	67 WAIG 484
Cl.	16/87	03/04/87	67 WAIG 776
(1)&(2)	1625/04	11/03/05	85 WAIG 1470

23. Payment of Wages

Previously cl.24.

renumbered by	549/86	03/04/87	67 WAIG 484
(1)(a)	1840/1/89(R)	15/12/89	70 WAIG 492
Ins.(3)	1840/2/89(R2)	18/10/90	71 WAIG 174

24. Time Record

renumbered by	549/86	03/04/87	67 WAIG 484
Previously cl.25.			
Consolidation 93(6)		20/07/83	63 WAIG 1661

Ins text.	491/98	16/04/98	78 WAIG 1471
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25. Definitions

Previously cl.26.

renumbered by	549/86	03/04/87	67 WAIG 484
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Cl.	1840/1/89(R)	15/12/89	70 WAIG 492
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Cl.	1840/2/89(R2)	18/10/90	71 WAIG 174
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26. Wages

Previously renumbered by	cl.27. 549/86	03/04/87	67 WAIG 484
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delete commitment	1940/89	08/09/89	69 WAIG 2913
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Cl.	1840/1/89(R)	15/12/89	70 WAIG 492
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Cl.	1840/2/89(R2)	18/10/90	71 WAIG 174
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(1),(2),(3),ins. (7)	268/95	03/05/95	75 WAIG 2427
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(1),(2) & (3)	744/95	24/08/95	75 WAIG 2838
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(1),(2) & (3); Ins. (7)	1129/95	20/11/95	76 WAIG 182
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Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
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Cl	281/99	06/04/99	79 WAIG 1172
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Rates, insert text (7)	609/99	01/08/99	79 WAIG 1843
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Cl.	654/00	01/08/00	80 WAIG 3379
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Cl.	752/01	01/08/01	81 WAIG 1721
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Cl.	797/02	01/08/02	82 WAIG 1369
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Cl.	569/03	5/06/03	83 WAIG 1899 & 2626
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Cl.	570/04	4/06/04	84 WAIG 1521 & 2045
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Cl.	576/05	07/07/05	85 WAIG 2083, 2859
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Cl.	957/05	07/07/06	86 WAIG 1631 & 2376
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Cl.	1/07	01/07/07	87 WAIG 1487 & 2304
Cl.	115/07	01/07/08	88 WAIG 773 & 1506
Cl.	1/09	01/10/09	89 WAIG 735 & 1939
Cl.	2/10	01/07/10	90 WAIG 568 & 1330
Cl.	2/11	01/07/11	91 WAIG 1008 & 1729
Cl.	2/12	01/07/12	92 WAIG 1477
Cl.	1/13	01/07/13	93 WAIG 1147
Cl.	1/14	01/07/14	94 WAIG 1361
Cl.	1/15	01/07/15	95 WAIG 1327
Cl.	1/16	01/07/16	96 WAIG 1178
Cl.	1/17	01/07/17	97 WAIG 1243
Cl.	1/18	01/07/18	98 WAIG 263 & 965
Cl.	1/19	01/07/19	99 WAIG 509 & 1292
Cl.	1/20	01/01/21	100 WAIG 1073
Cl.	1/21	01/07/21	101 WAIG 1074

27. Minimum Wage

Previously cl.28.

renumbered by	549/86	03/04/87	67 WAIG 484
Cl.	16/87	03/04/87	67 WAIG 776
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
Rates & text	609/99	01/08/99	79 WAIG 1843
Rates & text	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 & 2626
(9)	1197/03	1/11/03	83 WAIG 3537
Cl.	570/04	4/06/04	84 WAIG 1521
Cl.	576/05	07/07/05	85 WAIG 2083, 2859
Cl.	957/05	07/07/06	86 WAIG 1631 & 2376
Cl.	1/07	01/07/07	87 WAIG 1487 & 2304
Cl.	115/07	01/07/08	88 WAIG 773 & 1506
Cl.	1/09	01/10/09	89 WAIG 735 & 1939
Cl.	2/10	01/07/10	90 WAIG 568 & 1330
Cl.	2/11	01/07/11	91 WAIG 1008 & 1729
Cl.	2/12	01/07/12	92 WAIG 1477
Cl.	1/13	01/07/13	93 WAIG 1147
Cl.	1/14	01/07/14	94 WAIG 1361
Cl.	1/15	01/07/15	95 WAIG 1327
Cl.	1/16	01/07/16	96 WAIG 1178
Cl.	1/17	01/07/17	97 WAIG 1243
Cl.	1/18	01/07/18	98 WAIG 263 & 965
Cl.	1/19	01/07/19	99 WAIG 509 & 1292
Cl.	1/20	01/01/21	100 WAIG 1073
Cl.	1/21	01/07/21	101 WAIG 1074

28. District Allowance

Min Wage \$248.80	1940/89	1/10/89	69 WAIG 2913
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Ref still being made to Cl. 27. Wages should be Cl. 26.

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
Previously cl.29.			
renumbered by	549/86	03/04/87	67 WAIG 484
Cl. as inserted by O.N.	1840/2/89(R2)	18/10/90	71 WAIG 174

Cl. doesn't now include a District Allowance table, the variations, as reflected in Gen. Ors 241/91 & 280/91 & Corr Orders 241/91 & 280/91, can't be ins. Current District Allowances payable, to the above Corr Orders.

29. Special Allowances

Previously cl.30.			
renumbered by	549/86	03/04/87	67 WAIG 484
Cl.	1840/2/89(R2)	18/10/90	71 WAIG 174

29A. Herbicides and Pesticides Allowance

Ins as 30A by	16/87	02/04/87	67 WAIG 577
renumbered by	549/86	03/04/87	67 WAIG 484
Del.(4) & (5)	1840/2/89(R2)	18/10/90	71 WAIG 174

30. Junior Workers

Previously cl.31.			
renumbered by	549/86	03/04/87	67 WAIG 484
Cl.	16/87	03/04/87	67 WAIG 776
(1)(b)	1840/1/89(R)	15/12/89	70 WAIG 492
del.(2)	1840/1/89(R)	15/12/89	70 WAIG 492
(1)(b)	1840/2/89(R2)	18/10/90	71 WAIG 174

31. Old and Infirm Workers

Previously cl.32.

renumbered by	549/86	03/04/87	67 WAIG 484
Consolidation 93(6)		20/07/83	63 WAIG 1661

32. Mixed Functions

Previously cl.33.

renumbered by	549/86	03/04/87	67 WAIG 484
Cl.	16/87	03/04/87	67 WAIG 776

33. Apprentices

Previously cl.34.

renumbered by	549/86	03/04/87	67 WAIG 484
Cl.	37/86	24/10/86	66 WAIG 1697

34. Maternity Leave

Ins. cl.	1840/1/89(R)	15/12/89	70 WAIG 492
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35. Leave Without Pay

Ins. cl.	1840/1/89(R)	15/12/89	70 WAIG 492
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36. Leave for International Sporting Events

Ins. Cl.	1840/1/89(R)	15/12/89	70 WAIG 492
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37. Shift Work

Ins. Cl.	1840/1/89(R)	15/12/89	70 WAIG 492
(5)	1625/04	11/03/05	85 WAIG 1470

38. Special Conditions - Fox River/Ord River

Ins. Cl	1840/2/89(R2)	18/10/90	71 WAIG 174
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(1) should the word
"off" be "of"?

39. Bereavement Leave

Ins. cl.	1840/2/89(R2)	18/10/90	71 WAIG 174
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40. Military Leave

Ins. cl.	1840/2/89(R2)	18/10/90	71 WAIG 174
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41. Study Assistance

Ins. cl.	1840/2/89(R2)	18/10/90	71 WAIG 174
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42. Structural Efficiency

Ins. Cl.	1840/2/89(R2)	18/10/90	71 WAIG 174
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43. Consultative Committee

Ins Cl.	744/95	24/08/95	75 WAIG 2838
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44. Award Modernisation

Ins Cl.	744/95	24/08/95	75 WAIG 2838
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(Schedule of Applicants)

Award Consolidated Cl.inc in body Award, (ref 63 WAIG 1787) but the title was not inserted in the Arrangement Cl.

Rename Sch.	694/93	08/07/93	73 WAIG 2783
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Appendix - Resolution of Disputes Requirement

Ins. Appendix	693/96	16/07/96	76 WAIG 2768
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(1),(6), Del. (7)	2053/97	22/11/97	77 WAIG 3079
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Schedule A. - Respondents**Schedule B. - Parties To The Award**

Ins. Sch.	694/93	08/07/93	73 WAIG 2783
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Appendix - S.49B - Inspection of Records Requirements

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