Transport Workers' (General) Award No. 10 OF 1961

1. - AWARD STRUCTURE

1.1. – TITLE

This Award shall be known as the Transport Workers (General) Award No. 10 of 1961 as amended and consolidated.

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1.3. – SCOPE

This Award shall apply to all employees following the vocations referred to in the Classifications Clause 4.3 who are eligible for membership in the applicant Union and who are employed in the industries referred to in Clause 12.1. Provided that this Award shall not apply to bread carters, employees engaged in the timber industry within the South West Land Division nor to employees whose duties involve them in delivering goods or materials solely beyond the West Australian State border.

1.4. – AREA

This Award shall operate over the State of Western Australia.

1.5. – TERM

The term of this Award shall be for a period of three years from the date of delivery. (The date of delivery of this Award is the 11th day of February, 1963).

1.6. – DEFINITIONS

1.6.1 "Horse-driver's assistant" and "motor driver's assistant" shall mean and include any employee who accompanies the driver to assist in loading, unloading or delivering.

1.6.2 "Loaders" shall mean and include all employees engaged mainly in loading or unloading any goods, wares, merchandise or materials on or to or from any vehicle.

1.6.3 "Yard employee" shall include all adult employees, not otherwise specified, employed in or in connection with a stable, garage or yard.

1.6.4 "Capacity" shall mean the maximum load the vehicle is permitted to carry in accordance with the license issued in connection therewith under the Road Traffic Act 1974. Provided that where the vehicle is not so licensed "capacity" shall mean the capacity attributed to the vehicle by the maker or seller thereof.

1.6.5 "Saturday" for the purpose of this Award means either Saturday or the other day on which the half holiday is observed.

1.6.6 "Junior Employee" shall mean any person under the age of twenty years in receipt of less than the adult wage.

1.6.7 "Van driver - sales employee" shall mean an employee who is employed in the delivery of goods by van or truck and who is required in the course of such duties to act as a salesperson for goods to be carried in or on the van or truck: Provided that this definition shall not include an employee whose major and substantial employment is the soliciting of wholesale business.

1.6.8 "Low loader articulated vehicle" means a vehicle consisting of a tandem drive prime mover and a gooseneck semi-trailer (not being a drop deck semi-trailer) with the loading area of the semi-trailer a maximum of one metre off the ground. The prime mover and gooseneck semi-trailer being designed and manufactured and plated to operate at the required mass limit.

1.6.9 "Gross Combination Mass" means:

1.6.9.1 In the case of an articulated truck or trailer combination:

the maximum permissible mass (whether described as the gross train mass or otherwise) for the motor vehicle and the trailer(s) or semi-trailer(s) attached to it, together with the load carried on each, as stated in any certificate that is issued in respect of the motor vehicle by the relevant authority or by the corresponding authority of another State or territory or that is required by law to be painted or displayed on the motor vehicle; and

1.6.9.2 In any other case:

the maximum permissible mass (whether described as the gross vehicle mass or otherwise) for the motor vehicle and its load (including any trailer and its load) as stated in a certificate of registration or other certificate that is issued in respect of the motor vehicle by the relevant

authority or by the corresponding authority of another State or territory or that is required by law to be painted or displayed on the motor vehicle.

1.6.9.3 This definition is inclusive of that for "Gross Vehicle Mass".

1.6.10 “Multiple articulated vehicle" is inclusive of double, B double and triple articulated vehicles and rigid vehicle and heavy trailer combinations.

1.6.11 "Commission" means the Western Australian Industrial Relations Commission.

1.6.12 "Union" means the Transport Workers' Union of Australia, Industrial Union of Workers, Western Australian Branch.

1.6.13 "Board of Reference" means a board established under s.48 of the Industrial Relations Act 1979.

1.6.14 "ASNA" means the Arbitrated Safety Net Adjustment.

1.7. - PROHIBITION OF CONTRACTING OUT OF AWARD

All employees covered by the terms of this Award shall be paid not less than the wages prescribed by this Award and shall work in accordance with provisions not less advantageous to them than the provisions of this Award, notwithstanding anything that may be determined to the contrary by the employer, or by the employer in agreement with the employee.

1.8. - AWARD MODERNISATION

1.8.1 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.

1.8.2 The Union will negotiate all matters raised by employers for increased flexibility. Those negotiations with the Union will be on the premise that:

1.8.2.1 The majority of employees covered by this Award at each enterprise must genuinely agree to the change.

1.8.2.2 No employee will lose income as a result of the change.

1.8.2.3 The Union must be party to the agreement, and in particular, where enterprise level discussions are considering matters requiring any Award variation, the Union must be invited to participate.

1.8.2.4 The Union will not unreasonably oppose any agreement.

1.8.2.5 Any agreement shall be subject, where appropriate, to approval by the Commission and, if approved, shall operate as a Clause to this Award and take precedence over any inconsistency.

1.8.2.6 The disputes procedure will apply if agreement cannot be reached on negotiating a change or on implementing the agreed change.

1.8.3 When an agreement is reached pursuant to 1.8.2 at a particular enterprise and that agreement requires an Award variation the parties will not oppose that Award variation for that particular provision in its application to the particular enterprise.

1.8.4 The parties agree any Award matter may be raised for negotiation under this clause.

1.8.5 The parties agree that working parties will meet and continue to meet with the aim of modernising the Award.

2. - CONTRACT OF EMPLOYMENT

2.1. - CONTRACT OF SERVICE

2.1.1 Weekly Employment - Notice of Termination by Employer

2.1.1.1 In order to terminate the employment of an employee (other than a casual employee) the employer shall give to the employee the following notice:

Period of continuous service	Period of notice
1 year or less	1 week
1 year or up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

2.1.1.2 In addition to the notice provided in 2.1.1.1 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.

2.1.1.3 Payment in lieu of the notice prescribed in 2.1.1 and if 2.1.1.2 shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and providing part payment in lieu thereof.

2.1.1.4 In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated shall be used.

2.1.1.5 Summary Dismissal

The employer has the right to dismiss any employee without notice for serious misconduct and in such cases any entitlements under this Award are to be paid up to the time of dismissal only. The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, (in which case the wages shall be paid up to the time of dismissal only).

2.1.2 Weekly Employment - Notice of Termination by Employee

2.1.2.1 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 based on the age of the employee concerned. Provided that the employer and employee may agree to a lesser notice period to suit individual circumstances.

2.1.2.2 If an employee fails to give notice, the employer shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

2.1.3 The employer shall be under no obligation to pay for any day not worked on which the employee is required to present themselves for work except when such absence from work is due to paid leave to which an employee is entitled under the provisions of this Award. Provided further that an 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 a strike by any Union within the enterprise or because of any strike by the Union party to this Award.

2.1.4 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 deskilling.

2.1.5 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 trained in the use of such tools and equipment.

2.1.6 Any direction issued by an employer pursuant to 2.1.4and 2.1.5 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

2.2. - JUNIOR EMPLOYEES

2.2.1 Subject to the provisions of this clause, junior drivers may be employed in the proportion of one junior to every three in receipt of adult wages.

2.2.2 Where less than five drivers in receipt of adult wages are employed one junior driver may be employed.

2.2.3 Where no driver in receipt of the adult wage is employed one junior driver may be employed.

2.2.4 No junior under 17 years of age shall be permitted to have sole charge of motor vehicle.

2.3. - JUNIOR EMPLOYEES CERTIFICATE

2.3.1 Junior employees shall furnish the employer with a certificate showing the following particulars:

2.3.1.1 Name in full.

2.3.1.2 Age and date of birth.

2.3.2 The certificate shall be signed by the employee.

2.3.3 No employee shall have any claim upon the employer for additional wages, in the event of their age being wrongly stated on this certificate.

2.4. - CASUAL EMPLOYMENT

2.4.1 A casual employee is an employee who is employed on the basis that:

2.4.1.1 The employment is casual;

2.4.1.2 There is no entitlement to paid leave, except Bereavement Leave, and

2.4.1.3 Who is informed of those conditions of employment before they are engaged.

2.4.2 An employer shall wherever practicable notify a casual employee if services are not required the next working day.

2.4.3 A casual employee while working ordinary hours, shall be paid on an hourly basis one thirty-eighth of the appropriate weekly wage rate prescribed by the Award, plus 22% of ordinary time earnings (24% from 1 January 2006) for the work performed. A minimum payment of four hours pay is to be paid.

2.4.4 In addition to normal overtime rates a casual employee while working overtime or outside of ordinary hours, shall be paid on an hourly basis one thirty-eighth of the appropriate weekly wage rate prescribed by the Award, plus 10% of ordinary time earnings for the work performed.

2.4.5 A casual employee shall not be entitled to the benefits of paid leave except for Bereavement Leave.

2.5. - CONVERSION OF CASUAL EMPLOYEES

2.5.1 A casual employee other than an irregular casual employee as defined in 2.5.13 who has been engaged by a particular employer for a sequence of periods of employment under this Award during a period of twelve months shall thereafter have the right to elect to have their contract of employment converted to full-time employment or part-time employment if the employment is to continue beyond the conversion process.

2.5.2 An employer of such an employee shall give the employee notice in writing of the provisions of 2.5.1 within four weeks of the employee having attained such period of twelve months.

2.5.3 The employee retains their right of election under this clause even if the employer fails to comply with 2.5.2.

2.5.4 A casual employee who does not, within four weeks of receiving written notice, elect to convert their contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

2.5.5 Any casual employee who has the right to elect under 2.5.1 upon receiving notice under 2.5.2 or after the expiry of the time for giving such notice, may give four weeks notice in writing to the employer that they seek to elect to convert their contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the employer shall either consent to or refuse the election but shall not unreasonably so refuse. A dispute about a refusal of an election to convert a contract of employment shall be dealt with as far as practicable with expedition through the dispute resolution procedure.

2.5.6 A casual employee who has elected to be converted to a full-time employee or a part-time employee in accordance with 2.5.5 may only revert to casual employment by written agreement with the employer.

2.5.7 If a casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with 2.5.4 the employer and the employee and subject to 2.5.5 shall discuss and agree upon:

2.5.7.1 Which form of employment the employee will convert to, that is, full-time or part-time; and

2.5.7.2 If it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in 3.1 – Hours.

2.5.8 An employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to part-time employment, working the same number of hours and times of work as previously worked, unless other arrangements are agreed upon between the employer and employee.

2.5.9 Upon such agreement being reached, the employee shall convert to full-time or part-time employment.

2.5.10 Where, in accordance with 2.5.5 an employer refuses an election to convert, the reasons for doing so shall be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.

2.5.11 Any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment shall be dealt with as far as practicable with expedition through the dispute resolution procedure.

2.5.12 An employee must not be engaged, disengaged and re-engaged to avoid any obligation under this Award.

2.5.13 An "irregular casual employee" is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.

2.5.14 The provisions of 2.5.1 to 2.5.12 do not apply to irregular casual employees.

2.6. - PART-TIME EMPLOYMENT

2.6.1 A part-time employee is a weekly employee who is required to work less than 38 ordinary hours per week.

2.6.2 Before commencing part-time employment, the employee and employer must agree upon:

2.6.2.1 The usual hours to be worked by the employee, the regular days upon which they will be worked and the expected commencing and finishing times; and

2.6.2.2 The classification applying to the work to be performed in accordance with 4.3 – Classifications.

2.6.3 Except as otherwise provided in this Award, a part-time employee is entitled to be paid for the hours agreed upon in accordance with 2.6.2.1.

2.6.4 Additional hours to those specified in 2.6.2 maybe worked by agreement.

2.6.5 A part-time employee shall be paid per hour one thirty-eighth of the weekly rate prescribed in 4.2- Rates of Pay for the classification in which the employee is engaged. Furthermore a part-time employee shall receive a minimum payment of four hours each day engaged.

2.6.6 Part-time employees may be offered additional work up to 38 hours per week at ordinary pay.

2.6.7 Overtime rates are to be paid after completing the number of ordinary hours for a full-time employee on any one day or after 38 hours in any one week or outside the spread of hours as defined in 3.1 - Hours.

2.6.8 The terms of this Award shall apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.

2.7. – REDUNDANCY

2.7.1 Discussions before Terminations

2.7.1.1 Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the employer shall hold discussions with the employees directly affected and with the Union.

2.7.1.2 As soon as reasonable practicable after the employer has made a definite decision that would invoke the provisions of 2.7.1.1 the matters to be discussed are:

2.7.1.2.1 Any reasons for the proposed terminations;

2.7.1.2.2 The likely effects of the action or the redundancy in respect of the employee; and

2.7.1.2.3 Measures that may be taken by the employee or the employer to avoid or minimise a significant effect.

2.7.1.3 For the purpose of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and the Union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of

employees likely to be affected and the number of employees normally employed and the period over which the terminations are likely to be carried out.

2.7.1.4 Provided that any employer shall not be required to disclose information the disclosure that may seriously harm the employer's interests or the employer's interest in carrying on, or disposition of the business undertaking.

2.7.2 Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in 2.7.1.1, the employee shall be entitled to the same period of notice of transfer as they would have been entitled to if their employment had been terminated, and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

2.7.3 Severance Pay

In addition to the period of notice prescribed for ordinary termination in 2.1 – Contract of Service, and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in 2.7.1.1 shall be entitled to the following amount of severance pay in respect of a continuous period of service.

Period of Continuous Service	Severance Pay
1 year or less	Nil
1 year and up to the completion of 2 years	4 weeks
2 years and up to the completion of 3 years	6 weeks
3 years and up to the completion of 4 years	7 weeks
4 years and up to the completion of 5 years	8 weeks
5 years and up to the completion of 6 years	10 weeks
6 years and up to the completion of 7 years	11 weeks
7 years and up to the completion of 8 years	13 weeks
8 years and up to the completion of 9 years	14 weeks
9 years and up to the completion of 10 years	16 weeks
10 years and over	12 weeks

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

2.7.4 Employee Leaving During Notice

2.7.4.1 An employee whose employment is terminated for reasons set out in 2.7.1.1, may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had they remained with the employer until the expiry of such notice.

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

2.7.5 Alternative Employment

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

2.7.6 Time Off During Notice Period

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

2.7.6.2 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 they shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

2.7.7 Notice to Centrelink

Where a decision has been made to terminate employees in the circumstances outlined in 2.7.1.1, the employer shall notify the Centrelink 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.

2.7.8 Superannuation Benefit

2.7.8.1 Subject to an order of the Commission, where an employee who is terminated receives a benefit from a superannuation scheme, they shall only receive under 2.7.3, the difference between the severance pay specified in that subclause and the amount of the superannuation benefit they receive, that is attributable to employer contributions only.

2.7.8.2 If the superannuation benefit is equal to, or greater than the amount due under 2.7.3, then they shall receive no payment under that subclause.

2.7.8.3 "Superannuation Scheme" in this subclause, shall mean a scheme other than one implemented solely for purposes of compliance with 11.1, or an Order of the Commission.

2.7.9 Transmission of Business

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

2.7.9.1.1 The continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and

2.7.9.1.2 The period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.

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

2.7.10 Employees with Less than One Year's Service

This clause shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to comply with the obligations set out in 2.7.1, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alterative employment.

2.7.11 Employees Exempted

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

2.7.12 Employers Exempted - Employers with Less than 15 Employees

Subject to an order of the Commission, in a particular redundancy case, this clause except 2.7.1 shall not apply to employers who employ less than 15 employees.

2.7.13 Incapacity to Pay

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

3. - HOURS OF WORK

3.1. – HOURS

3.1.1 The ordinary hours of work shall be an average of 38 per week to be worked on one of the following basis:

3.1.1.1 38 hours within a work cycle not exceeding seven consecutive days; or

3.1.1.2 76 hours within a work cycle not exceeding fourteen consecutive days; or

3.1.1.3 114 hours within a work cycle not exceeding twenty-one consecutive days; or

3.1.1.4 152 hours within a work cycle not exceeding twenty-eight consecutive days.

3.1.2 The ordinary hours of work may be worked on any or all days of the week, Monday to Friday inclusive, and shall be worked between the hours of 6.00 a.m. and 6.30 p.m. Provided that the spread of hours may be altered by agreement between the employer and the Union.

3.1.3 Notwithstanding the provisions of 3.1.2 the ordinary hours of employees:

3.1.3.1 Engaged in connection with the transportation of livestock; newspaper delivery; milk, cream, ice cream or dairy produce industries; pastry cooks' products; and ice-carting shall not exceed 38 hours per week, or an average of 38 hours per week in accordance with 3.1.1, to be worked in continuous shifts (except for meal breaks) on not more than six days of the week.

3.1.3.2 Engaged in driving over distances in excess of 320 kilometers in a complete journey (but only in respect of that journey), shall not exceed thirty-eight hours per week, or an average of thirty-eight hours per week in accordance with 3.1.1, to be worked in continuous shifts (except for meal breaks) on not more than six days of the week.

3.1.4 Where an employer desires to vary or change the starting and finishing time of ordinary hours of any employee covered by 3.1.2 and 3.1.3.1, they shall give one week's notice of such variation or change to such employee and post a notice of the intended change at the depot, garage or yard.

3.1.5 The provisions of 3.1.4 do not apply to the milk and cream industry.

3.1.6 The ordinary hours of work shall not exceed 10 hours on any day. Provided that in any arrangement of ordinary working hours, where such ordinary hours are to exceed 8 hours on any day, the arrangement of hours shall be subject to the agreement between the employer and the majority of employees in the plant or section or sections concerned.

3.1.7 Liberty to apply is reserved to either party to amend this clause for the purpose of making provision for shift employees.

3.2. – OVERTIME

3.2.1 Subject to 3.2.3 and 3.2.5 of this clause, all time worked:

3.2.1.1 Outside the ordinary hours of work prescribed for any day in 3.1 - Hours of this Award; or

3.2.1.2 Outside the ordinary hours of work prescribed for any week by 3.1 - Hours of this Award but which time would not be outside the ordinary hours for any day; shall stand alone and be paid for at the rate of time and a half for the first two hours and double time thereafter in addition to the ordinary weekly wage. Provided that all overtime worked on Sunday and Saturday after 12 noon shall be paid for at the rate of double time and provided further that the penalty rates prescribed in 3.3 - Saturday and Sunday Time and 3.4 - Night Work shall not be regarded as part of the ordinary rate for calculating overtime.

3.2.1.3 For the purposes of this subclause, ordinary hours shall mean the hours of work fixed in an establishment in accordance with 3.1 – Hours. An employee required for work on a day other than their ordinary working day or recalled to work after leaving their employer's business premises shall be paid for a minimum of three hours work at the appropriate rate.

3.2.1.4 Where an employee is required for a second or subsequent recall they shall be paid for a minimum of two hours at the appropriate rate.

3.2.2 Notwithstanding anything contained in this Award:

3.2.2.1 An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements;

3.2.2.2 The Union or any employee 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.

3.2.3 When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

3.2.4 An employee (other than a casual employee) who works so much overtime between the termination of their ordinary work on one day and the commencement of ordinary hours on the next day, that they have not at least ten consecutive hours off duty between those times, shall, subject to this subclause be released after completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

3.2.5 If, on the instruction of their employer, such an employee resumes or continues work without having had such ten consecutives hours off duty they shall be paid at double rates until they are released from duty for such period and they shall then be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

3.3. - SATURDAY AND SUNDAY TIME

All ordinary time worked in accordance with Clause 3.1.3 on Saturdays shall be paid for at the rate of time and one half, and all ordinary time worked on Sundays shall be paid for at the rate of double time.

3.4. - NIGHT WORK

3.4.1 Employees employed on any shift where the ordinary hours of duty include hours between 7.00 p.m. and 7.00 a.m. shall be paid an extra 15 per cent for each shift so worked.

3.4.2 This clause shall not apply to Saturday and Sunday work.

4. - WAGES

4.1. - MINIMUM ADULT AWARD WAGE

4.1.1 No adult employee shall be paid less than the Minimum Adult Award Wage unless otherwise provided by this clause.

4.1.2 The Minimum Adult Award Wage for full time adult employees is $484.00 per week payable on and from 7th July 2005.

4.1.3 The Minimum Adult Award Wage of $484.40 per week is deemed to include all arbitrated safety net adjustments from State Wage Case decisions.

4.1.4 Unless otherwise provided in this clause adults employed as casuals, part time employees or pieceworkers 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.

4.1.5 Juniors shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision to the Minimum Adult Award Wage of $484.40 per week.

4.1.6 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.

4.1.7 Liberty to apply is reserved in relation to any special categories of employees not included here or otherwise in relation to the application of the Minimum Adult Award Wage.

4.1.8 Subject to this clause the Minimum Adult Award Wage shall –

4.1.8.1 Apply to all work in ordinary hours.

4.1.8.2 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.

4.1.9 Minimum Adult Award Wage

The rates of pay in this Award include the minimum weekly wage for adult employee's payable under the 2005 State Wage Case Decision. Any increase arising from the insertion of the minimum adult award 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 adult award wage.

4.1.10 Adult Apprentices

4.1.10.1 Notwithstanding the provisions of this clause, an apprentice, 21 years of age or over, shall not be paid less than $406.70 per week.

4.1.10.2 The rate paid in 4.1.10.1 above is payable on superannuation and during any period of paid leave prescribed by this Award.

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

4.1.10.4 Nothing in this subclause shall operate to reduce the rate of pay fixed by the Award for an adult apprentice in force immediately prior to 5 June 2003.

4.2. - RATES OF PAY

The following shall be the rates of wages payable to employees covered by this Award. The total minimum weekly wage rate shall be the amount specified in the "Total Per Week" column in this clause for the appropriate grade or sub-grade on and from the 7 July 2005.

4.2.1

Grade	Base Rate	Supplementary Payment $	ASNA $	Total Per Week $
Grade 1	314.30	44.90	159.00	518.20
Grade 2	327.70	46.80	159.00	533.50
Grade 3	334.40	47.80	159.00	541.20
Grade 4	344.50	49.20	159.00	552.70
Grade 5	351.10	50.20	159.00	560.30
Grade 6	357.90	51.10	159.00	568.00
Grade 7 Driver low loader over 43 tonnes GCM (For each additional complete tonne over 43 an extra **79** cents as part of the weekly wage rate for all purposes shall be payable)	364.60	52.10	159.00	577.70
Grade 8	381.20	54.50	159.00	596.70
Grade 9	391.30	55.90	159.00	608.20
Grade 10 For each additional complete tonne over 95 an extra **79** cents as part of the weekly wage rate for all purposes shall be payable	408.00	58.30	159.00	627.30

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

4.2.2.1 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.

4.2.2.2 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.

4.2.3 The supplementary payments prescribed in 4.2 - Rates of Pay are in substitution for over-award payments as defined to the extent of any Award wage increase arising out of minimum rates adjustments and broad banding increases arising out of the September 1989 State Wage Decision.

4.2.4 "Over-award payment" is defined as the amount (whether it be termed over-award payment, attendance bonus, service increment, or any term whatsoever) which an employee would receive in excess of the Award wage which applied immediately prior to the introduction of supplementary payments for the classification in which such employee is engaged. Provided that such payment should exclude overtime, shift allowances, penalty rates, disability allowances, fares and travelling time allowances and any other ancillary payments of a like nature prescribed by this Award.

4.2.5 Junior Employees:

4.2.5.1 Rates of pay (per cent of the total wage payable to an adult employee for the class of work performed)

	%
Under 19 years of age	70
Under 20 years of age	80
20 years of age	100

4.3. – CLASSIFICATIONS

4.3.1 Grade 1

Motor Driver's Assistant
Washers (except can and night washers)
Driver of mechanical horse with or without trailer
Loaders
Yardsperson

4.3.2 Grade 2

Driver, rigid vehicle to 4.5 tonnes GVM (Gross Vehicle Mass)
Employee riding a motorcycle in the course of employment
Night Washer
Driver of tow motor

4.3.3 Grade 3

Driver, rigid vehicle from 4.5 to 13.9 tonnes GVM or GCM (Gross Combination Mass)
Driver, fork lift up to and including 5 tonnes lifting capacity
Driver, tractor without power operated attachments

4.3.4 Grade 4

Driver, rigid vehicle over 13.9 tonnes GVM or GCM and up to 13 tonnes capacity
Straddle carrier driver
Driver of dump truck (unlicensed)
Driver of fork lift over 5 and up to 10 tonnes lifting capacity

4.3.5 Grade 5

Driver, articulated vehicle to 22.4 tonnes GCM
Driver, rigid vehicle and heavy trailer to 22.4 tonnes GCM
Driver, rigid vehicle 4 or more axles over 13.9 tonnes GVM or GCM
Driver of fork lift over 10 and up to 34 tonnes lifting capacity

4.3.6 Grade 6

Driver low loader to 43 tonnes GCM
Driver articulated vehicle over 22.4 tonnes GCM and up to 39 tonnes capacity
Driver mobile crane up to 25 tonnes lifting capacity
Driver rigid vehicle and heavy trailer over 22.4 tonnes GCM
Driver of fork lift over 34 tonnes lifting capacity

4.3.7 Grade 7

Driver articulated vehicle over 22.4 tonnes GCM over 39 and up to 60 tonnes capacity
Driver multiple articulated vehicle up to 53.4 tonnes GCM
Driver low loader over 43 tonnes GCM

4.3.8 Grade 8

Driver mobile crane over 25 and up to 50 tonnes lifting capacity
Driver multiple articulated vehicle over 53.4 tonnes up to 94 tonnes GCM up to 65 tonnes capacity

4.3.9 Grade 9

Driver multiple articulated vehicle over 94 tonnes GCM up to 75 tonnes capacity
Driver of mobile crane over 50 tonnes lifting capacity

4.3.10 Grade 10

Driver multiple articulated vehicle over 94 tonnes GCM over 75 and up to 95 tonnes capacity
New Section's Body

4.4. - LEARNING ROUND

4.4.1 During the first working week that an adult employee is employed by the employer as a driver, the employer shall be permitted to reduce the wage to 4.1 Minimum Adult Award Wage whilst the employee is learning the round.

4.4.2 During the first working week that a junior employee is employed by an employer as a driver the employer shall be permitted the rates prescribed in 4.1.5.

4.4.3 The foregoing shall apply only where the employee learning the round is accompanied by some other person for the purpose of teaching such employee the round.

4.5. - PAYMENT OF WAGES

4.5.1 Wages shall be paid in the employee's time on a particular day to be determined by the employer. The day having been so determined shall not be altered more than once in three months. All wages shall be paid enclosed in an envelope, which shall be clearly endorsed on the outside with the particulars enumerated hereunder:

4.5.1.1 Name

4.5.1.2 Hourly Rate

4.5.1.3 Overtime

4.5.1.4 Allowance

4.5.1.5 Penalties

4.5.1.6 Gross Wage

4.5.1.7 Deductions

4.5.1.8 Nett Wage

Provided that at the option of the employer, the particulars mentioned may be stated on a slip of paper and included in the envelope.

4.5.2 All overtime, allowances and penalty rates prescribed by this Award shall be paid within five days of the expiration of the week in which they accrue. Provided that employees employed on work north of the 26th parallel of south latitude shall be paid at least fortnightly.

4.5.3 Each employee shall be paid the appropriate rate shown in 4.2 – Rates of Pay. Subject to 4.5.4 payment shall be pro rata where less than the full week is worked.

4.5.4 Wages shall be paid as follows:

4.5.4.1 Actual 38 ordinary hours

In the case of an employee whose ordinary hours of work are arranged in accordance with 3.1 - Hours so that they work 38 ordinary hours each week, wages shall be paid weekly according to the actual ordinary hours worked each week.

4.5.4.2 Average of 38 ordinary hours

In the case of an employee whose ordinary hours of work are arranged in accordance 3.1 - Hours, so that they work an average of 38 ordinary hours each week during a particular work cycle, wages shall be paid weekly according to a weekly average of ordinary hours worked even though more or less than 38 ordinary hours may be worked in any particular week of the work cycle.

4.5.5 Alternative method of paying wages to that prescribed by 4.5.4 may be agreed between the employer and the majority of the employees concerned.

4.5.6 Day off Coinciding with Pay Day

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

4.5.7 Payment by Cheque for Deposit into Account

Where an employer and employee agree, the employee may be paid their wages by cheque or direct transfer into an employee's bank (or other recognised financial institution) account. Notwithstanding this provision, if the employer and the majority of employees agree, all employees may be paid their wages by cheque or direct transfer into an employee's bank (or other recognised financial institution) account, provided that in the case of employees paid by cheque, the employer shall, on pay day if it is required by the employee, have a facility available during normal hours for the "encashment" of the cheque.

4.5.8 Termination of Employment

4.5.8.1 An employee who lawfully leaves their employment or is dismissed for reasons other than misconduct shall be paid all moneys due to them at the termination of their service with the employer.

4.5.8.2 Provided that in the case of an employee whose ordinary hours are arranged in accordance with 3.1 – Hours and who is paid average pay and who has not taken the day off due to them during the work cycle in which their employment is terminated, the wages due to that employee shall include a total of credits accrued during the work cycle.

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

4.5.9 Calculation of Hourly Rate

Except as provided in 4.5.4 the ordinary rate per hour shall be calculated by dividing the appropriate weekly rate by 38.

4.6. - SUPPORTED WAGE SYSTEM

4.6.1 This clause sets out the provisions to apply to employees who because of the effects of a disability are eligible to be employed under the Supported Wage System in accordance with this clause.

4.6.2 Definitions

In the context of this clause, the following definitions shall apply:

4.6.2.1 "Supported Wage System" means the Commonwealth Government system to promote employment for people who can not work at full award wages because of a disability, as documented in 'Supported Wage System: Guidelines and Assessment Process'.

4.6.2.2 "Accredited Assessor" means a person accredited by the Management Unit established by the Commonwealth under the Supported Wage System to perform assessment of an individual's productive capacity within the Supported Wage System.

4.6.2.3 "Disability Support Pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.

4.6.2.4 "Assessment Instrument" means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

4.6.3 Eligibility Criteria

4.6.3.1 Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Award, because of the effects of a disability on their productive capacity and, who meet the impairment criteria for receipt of a Disability Support Pension.

4.6.3.2 The clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this clause relating to the rehabilitation of employees who are injured in the course of their current employment.

4.6.3.3 This clause does not apply to employers in respect of their facility, program, undertaking, service or the like which receive funding under the 'Disability Services Act 1986', and fulfil the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or eligible for a Disability Support Pension.

4.6.3.4 Provided that this exclusion shall not prevent services funded under Sections 10 or 12A of the Act referred to in 4.6.3.3, engaging persons who meet the eligibility criteria under the Supported Wages System, on work covered by this Award, where both parties wish to access the system provided all other criteria are met.

4.6.4 Supported Wage Rates

4.6.4.1 Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Award for the class of work which the person is performing according to the following schedule:

Assessed Capacity	% of Prescribed Award Rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

4.6.4.2 Provided that the minimum amount payable shall be not less than $60.00 per week.

4.6.4.3 Where an employee's assessed capacity rate is ten percent, they shall receive a high degree of assistance and support.

4.6.5 Assessment of Capacity

4.6.5.1 For the purpose of establishing the percentage of the Award rate to be paid to an employee under this Award, the productivity capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

4.6.5.1.1 The employer and the Union, in consultation with the employee, or, if desired, by any of these; or

4.6.5.1.2 The employer and an accredited assessor from a panel agreed to by the parties to the Award and the employee.

4.6.6 Lodgement of Assessment Instrument

4.6.6.1 All assessment instruments under the condition of this clause including the appropriate percentage of the Award rate to be paid to the employee, shall be lodged by the employer with the Registrar of the Commission.

4.6.6.2 All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where the Union party to this Award is not a party to the assessment, it shall be referred by the Registrar to the Union by certified mail and shall take effect unless an objection is notified to the Registrar within 10 working days.

4.6.7 Review of Assessment

The assessment of the applicable percentage to be applied in respect of the rate of pay should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedure for assessing capacity under the Supported Wage System.

4.6.8 Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage shall apply to the minimum wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and

conditions of employment as all other employees covered by this Award, but be paid at the rate of wage as determined in accordance with this clause.

4.6.9 Workplace Adjustment

An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other employees in the area.

4.6.10 Trial Period

4.6.10.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provision of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time, not exceeding four weeks, may be utilised where required.

4.6.10.2 During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

4.6.10.3 The minimum amount payable to the employee during the trial period shall be not less than the figure defined in 4.6.4.

4.6.10.4 Work trials should include induction or training as appropriate to the job being trialled.

4.6.10.5 Where the employer and the employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under 4.6.5.

4.6.11 The conditions of employment to apply during the trial period or in a continuing employment relationship shall be documented, a copy of which shall be provided by the employer to the person employed in accordance with this clause.

5. - ALLOWANCES AND FACILITIES

5.1. - SHIFT WORK

The provisions of this clause shall not apply to those employers whose operations are governed by the terms of 3.1.3.1 - Hours and 3.4 – Night Work

5.1.1 Definitions

For the purposes of this clause:

"Afternoon Shift" means any shift finishing after 6.00 p.m. and at or before midnight.

"Continuous Work" means work carried on with consecutive shifts of men throughout the twenty-four hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

"Night Shift" means any shift finishing subsequent to midnight and at or before 8.00 a.m.

"Rostered Shift" means a shift of which the employee concerned has had at least forty-eight hours' notice.

5.1.2 Hours - Continuous Work Shifts

This subclause shall apply to shift employees on continuous work as defined. The ordinary hours of shift employees shall average 38 per week inclusive of crib time and shall not exceed 152 hours in twenty-eight consecutive days. Provided that, where the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days.

5.1.3 Subject to the following conditions, such shift employees shall work at such times as the employer may require:

5.1.3.1 A shift shall consist of not more than 10 hours inclusive of crib time. Provided that in any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any shift the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned.

5.1.3.2 Except at the regular change over of shifts, an employee shall not be required to work more than one shift in each twenty-four hours.

5.1.3.3 Twenty minutes shall be allowed to shift employees each shift for crib which shall be counted as time worked.

5.1.4 Hours - Other Than Continuous Work

This subclause shall apply to shift employees not on continuous work as herein before defined. Subject to 3.1 - Hours the ordinary hours of work shall be an average of 38 per week.

5.1.4.1 The ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. An employee shall not be required to work for more than five hours without a break for a meal. Except at regular change-over of shifts an employee shall not be required to work more than one shift in each twenty-four hours.

5.1.4.2 Provided that the ordinary hours of work prescribed herein shall not exceed 10 hours on any day. Provided further than in any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 hours on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned.

5.1.5 Rosters

Shift rosters shall specify the commencing and finishing times or ordinary working hours of the respective shifts.

5.1.6 Variation by Agreement

Subject to 5.1.2 and 5.1.4 the method of working shifts may in any case be varied by agreement between the employer and the majority of employees concerned. The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the majority of employees concerned to suit the circumstances of the establishment or in the absence of agreement by seven days' notice of alteration given by the employer to the employees.

5.1.7 Shift Allowances

5.1.7.1 For ordinary hours of shift, shift employees shall be paid the following extra percentages of the rate prescribed for their respective classifications.

	%
Rotating afternoon shift	15
Permanent afternoon shift	17.5
Rotating night shift	20

Permanent night shift	30
Permanently working alternate night and afternoon shift:	
when on afternoon shift	17.5
when on night shift	30

5.1.7.2 Work on Saturday, Sunday or Public Holiday

Shift employees for work on rostered shift the major portion of which is performed on a Saturday, Sunday or public holiday shall be paid as follows:

Saturday - at the rate of time and one half

Sunday - at the rate of double time

Public Holidays - as prescribed in 6.4 – Public Holidays, at the rate of double time.

The penalty rates prescribed by this subclause for work on a Saturday, Sunday or Public Holiday shall be payable in lieu of the shift allowance prescribed in 5.1.7.1.

5.1.7.3 Non Continuous Work

Shift employees who work on any afternoon or night shift which does not continue for at least five consecutive afternoons or nights shall be paid at the rate of time and a half for the first three hours and double time thereafter for each such shift.

5.1.7.4 Rate when shift extends beyond midnight

Notwithstanding anything contained herein, each shift shall be paid for at the rate applicable to the day on which the major portion of the shift is worked.

Where shifts fall partly on a public holiday, that shift the major portion of which falls on such public holiday, shall be regarded as a public holiday shift.

5.1.8 Daylight Saving

Notwithstanding anything contained elsewhere in this Award, in any area where by reason of the legislation of a State summer time is prescribed as being in advance of the standard time of that State the length of any shift:

5.1.8.1 Commencing before the time prescribed by the relevant legislation for the commencement of a summer time period; and

5.1.8.2 Commencing on or before the time prescribed by such legislation for the termination of a summer time period, shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof, the time of the clock in each case to be set to the time fixed pursuant to the relevant State legislation.

5.1.9 Overtime

Shift employees for all time worked in excess of or outside the ordinary working hours prescribed by this Award or on a shift other than a rostered shift shall:

5.1.9.1 If employed on continuous shift work be paid at the rate of double time; or

5.1.9.2 If employed on other shift work at the rate of time and a half for the first three hours and double time thereafter except in each case when the time is worked:

5.1.9.2.1 By arrangement between the employees themselves; or

5.1.9.2.2 For the purpose of effecting the customary rotation of shifts; or

5.1.9.2.3 On a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment for a day in accordance with 2.1.3.

Provided that when not less than 7 hours 36 minutes notice has been given to the employer by a relief employee that they will be absent from work and the employee whom they should relieve is not relieved and is required to continue to work on their rostered day off the unrelieved employee shall be paid double time.

5.1.10 Shiftwork - Meal Times

All shift employees whilst working on day, afternoon or night shift shall be entitled to a paid crib time of twenty minutes. Such crib time to be allowed and taken as prescribed. Unless the period of overtime is less than one and a half hours an employee before starting overtime after working ordinary hours shall be allowed a meal break of twenty minutes which shall be paid for at ordinary rates. An employer and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the employer shall not be required to make any payment in respect of any time allowed in excess of twenty minutes.

5.1.11 Shift Work - Annual Leave

In addition to the leave herein before prescribed, seven-day shift employees, that is employees working rostered shift necessitating regular rostered Saturday, Sunday and Public Holiday work as part of their ordinary hours, after each twelve months' continuous service shall be given an extra week's leave. Where an employee is engaged for part only of the twelve-monthly period as a seven-day shift employee, the extra leave, to which they shall be entitled, shall be the same proportion of a week as the proportion which the time they spent as a seven-day employee during the period bears to a year.

5.2. - LEADING HAND ALLOWANCE

5.2.1 A leading hand appointed as such by the employer and placed in charge of:

5.2.1.1 Not less than three and not more than ten other employees shall be paid $23.96 per week extra.

5.2.1.2 More than ten and not more than twenty other employees shall be paid $35.73

5.2.1.3 More than twenty other employees shall be paid $45.38 per week extra.

5.3. - INDUSTRY ALLOWANCE

In addition to the rates prescribed in this clause an amount of $19.95 per week shall be paid to employees engaged under this Award in rock quarries and sand pits to compensate for dust and climatic conditions when working in the open and for deficiencies in general amenities and facilities. Provided that employees in limestone quarries of Cockburn Cement limited shall be paid an amount of $0.51 cents per hour in lieu of the $19.95 per week referred to in this sub clause.

5.4. - READY MIXED CONCRETE INDUSTRY

In addition to the rates prescribed in this clause an amount of $11.79 per week shall be paid to drivers and/or operators of ready mixed concrete trucks.

5.5. - DANGEROUS GOODS ALLOWANCE

5.5.1 A driver engaged in the transport of bulk dangerous goods or carting explosives in conformity with the Australian explosives code by public road shall receive an allowance of $12.84 per day. Bulk Dangerous Goods are those goods defined as such in the Australian Dangerous Goods Code as amended from time to time.

5.5.2 A driver engaged in the transport of packaged dangerous goods which requires placarding by public road shall receive an allowance of $5.35 per day. Packaged goods which require placarding are those goods defined as such in the Australian Dangerous Goods Code as amended from time to time.

5.6. - MEALS

5.6.1 An employee required to work overtime for two hours or more shall be supplied with a reasonable meal by the employer or paid $7.64 for a meal.

5.6.2 If the amount of overtime required to be worked necessitates a second or subsequent meal, the employer shall provide such meals or pay an amount of $5.23 for each second or subsequent meal.

5.6.3 No such payments need to be made to an employee living in the same locality as their place of work who can reasonably return home for such meals.

5.6.4 Every employee shall be allowed each day a meal break of not less than thirty minutes nor more than one hour, to commence at any time between the end of the third and end of the fifth hour of the day's employment,

5.6.5 When an employee is required by their employer for duty during any meal time whereby their meal time is postponed for more than one half hour, they shall be paid at overtime rates until they get their meal.

5.7. - VAN DRIVER - SALES EMPLOYEE

Van Driver - Sales employee (as defined) shall be paid $9.24 per week extra.

5.8. - EXTRA RATES

5.8.1 An employee who is required to cart tar (other than in sealed containers) for immediate spreading upon streets, tar in unsealed containers, or tarred material for spreading upon streets; and/or who spreads either of them upon streets - an extra $1.89 per week.

5.9. - OFFENSIVE MATERIALS

Employees carting any of the following offensive materials shall be paid - an extra $1.53 per week.

Bone dust, bones, blood manure, dead animals, offal including which is carted from hotels and restaurants or other places in kerosene tins, green skins, raw hides and sheep skins when flyblown and maggoty, sausage skin casings (except when packed in non-leaky containers for consumption) spent oxide, hair and fleshings, soda ash, muriate of potash, sheep trotters (known as "pie"), stable, cow or pig manure, meat meal, liver meal, blood meal, T.N.T. and any other material which the Board of Reference shall decide from time to time is offensive material. The Board of Reference may delete any material from this definition.

5.10. - DIRTY MATERIALS

Employees carting any of the following dirty materials shall be paid an extra $0.29 cents per hour.

When loaded or unloaded by the driver (except by tipping) coal, coke, briquettes, plumbage, graphite, black lead, manganese (excluding the article known as ferro or iron manganese), lime, "Comaidal" lime, tallite, limil, plaster, plaster of paris, red oxide, zinc oxide, superphosphate (in secondhand and/or farmer's own bags) dicalcic phosphate, yellow ochre, red ochre, charcoal, empty flour bags, supercel in jute bags, stone dust, refuse and/or garbage from ships in port, street sweepings when carted as a full load, and any materials or a particular load thereof which the Board of Reference may decide to be dirty. The Board of Reference may delete any material from this definition.

This allowance shall not apply to any packaged goods from which the material does not leak or seep or to any employee who is not required to handle any of the materials named.

5.11. - HANDLING CASH

5.11.1 Drivers who handle cash or cheques during any week or portion of a week as part of their duties and account for it shall be paid in addition to the rate of wage prescribed by 4.2 – Rates of Pay, as follows:

5.11.2

For any amount handled up to $20	$0.98 per week
Over $20 but not exceeding $200	$1.89 per week
Over $200 but not exceeding $600	$3.39 per week
Over $600 but not exceeding $1000	$4.74 per week
Over $1000 but not exceeding $1200	$6.83 per week
Over $1200 but not exceeding $1600	$9.77 per week
Over $1600 but not exceeding $2000	$11.44 per week
Over $2000	$13.04 per week

5.12. - OTHER ALLOWANCES

5.12.1 Employees carting, loading and/or unloading carbon black except in sealed metal containers - an extra $1.21 per day or part thereof.

5.12.2 An employee, who is a recognised furniture carter engaged in removing and/or delivering furniture, shall be paid an extra $12.58 per week.

5.12.3 An employee who is a recognised livestock carter carrying livestock shall be paid an extra $12.58 per week.

5.12.4 Driver required to act as sales employee of goods in their vehicle shall be paid an extra $2.00 per week.

5.12.5 An employee who, in the course of their employment, drives a vehicle with self loading equipment which requires the possession of a certificate of competency shall be paid an extra $12.05 per week.

5.12.6 Any employee required to drive a motor vehicle in excess of 3.5m in width, or transport a load in excess of that width shall receive an additional $2.00 per day or part thereof.

5.12.7 An employee required to work in a van or a chamber with a temperature of less than zero degrees Celsius shall receive an additional $0.50 cents per hour, or part thereof, for all time so worked.

5.13. - LOCATION ALLOWANCES

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

TOWN	PER WEEK
Agnew	$17.30
Argyle	$45.60
Balladonia	$17.40
Barrow Island	$29.70
Boulder	$7.20
Broome	$27.70
Bullfinch	$8.20
Carnarvon	$14.20
Cockatoo Island	$30.40
Coolgardie	$7.20
Cue	$17.70
Dampier	$24.00
Denham	$14.20
Derby	$28.80
Esperance	$5.20
Eucla	$19.40
Exmouth	$25.00
Fitzroy Crossing	$34.80
Goldsworthy	$15.40
Halls Creek	$39.90
Kalbarri	$6.00
Kalgoorlie	$7.20
Kambalda	$7.20
Karratha	$28.60
Koolan Island	$30.40
Koolyanobbing	$8.20
Kununurra	$45.60
Laverton	$17.60
Learmonth	$25.00
Leinster	$17.30
Leonora	$17.60
Madura	$18.40
Marble Bar	$43.80
Meekatharra	$15.20
Mount Magnet	$19.00
Mundrabilla	$18.90
Newman	$16.60
Norseman	$14.90
Nullagine	$43.70
Onslow	$29.70
Pannawonica	$22.40
Paraburdoo	$22.30

Port Hedland	$23.90
Ravensthorpe	$9.20
Roebourne	$32.90
Sandstone	$17.30
Shark Bay	$14.20
Shay Gap	$15.40
Southern Cross	$8.20
Telfer	$40.50
Teutonic Bore	$17.30
Tom Price	$22.30
Whim Creek	$28.40
Wickham	$27.60
Wiluna	$17.60
Wittenoom	$38.70
Wyndham	$42.90

5.13.2 Except as provided in 5.13.3, an employee who has:

5.13.2.1 A dependent shall be paid double the allowance prescribed in 5.13.1;

5.13.2.2 A partial dependent shall be paid the allowance prescribed in 5.13.1 plus the difference between that rate and the amount such partial dependent is receiving by way of a district or location allowance.

5.13.3 Where an employee:

5.13.3.1 Is provided with board and lodging by their employer, free of charge; or

5.13.3.2 Is provided with an allowance in lieu of board and lodging by virtue of the Award or an order or agreement made pursuant to the Act;

such employee shall be paid 662/3 per cent of the allowances prescribed in 5.13.1.

5.13.4 Subject to 5.13.2, junior employees, casual employees, part time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.

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

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

5.13.7 For the purposes of this clause:

5.13.7.1 "Dependant" shall mean:

5.13.7.1.1 a spouse or defacto partner; or

5.13.7.1.2 a child where there is no spouse or defacto spouse;

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

5.13.7.2 "Partial Dependant" shall mean a "dependent" as prescribed in 5.13.7.1 who receives a location allowance which is less than the location allowance prescribed in 5.13.1 or who, if in receipt of a salary or wage package, receives less than a full consideration for which the location allowance is payable pursuant to the provisions of this clause.

5.13.8 Where an employee is employed in a town or location not specified in this clause the allowance payable for the purpose of 5.13.1 shall be such amount as may be agreed between Australian Mines and Metals Association, the Chamber of Commerce and Industry of Western Australia and the Trades and Labor Council of Western Australia or, failing such agreement, as may be determined by the Commission.

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

5.14. - PROVISION OF TOOLS & GEAR

5.14.1 Employees shall be provided by the employer with all shovels, ropes, gear and other tools necessary for the loading and unloading of goods or materials on to or from any vehicles. Employees shall be responsible for such gear and tools and where any such article is lost, destroyed or damaged through the negligence of the employee, they may be liable for the cost of such article to the employer.

5.14.2 An employee who is required to work in rain or consistent wet conditions shall be provided with whatever wet weather gear is necessary to keep the employee dry.

5.15. - HANDLING HEAVY ARTICLES

Where an employee is called upon to handle, without proper mechanical appliances, any one article, in such a manner as to require them to exert a lift of over 71 kilos an extra employee shall be provided.

5.16. - MIXED FUNCTIONS

5.16.1 Where an employee is called upon to perform two or more classes of work for more than two hours on any one day they shall, for the purpose of assessing the rate of wage to be paid, be deemed to have worked throughout the whole of their working time on that day on the class of work for which the highest rate of wage is prescribed.

5.16.2 Where the work for which the higher rate of wage is prescribed does not exceed two hours on any day the employee shall be paid the higher rate for the actual time so worked.

5.16.3 An employee shall not be transferred to perform a class of work providing a lesser minimum rate of wage than that at which they are usually employed, unless they are given a week's notice.

5.17. - DISTANT WORK, BOARD AND LODGING

5.17.1 Where an employer transfers an employee after they come to work, to another work site situated more than four and a half kilometres distance from where the employee usually works, fares to and from shall be paid by the employer. If the employee is transferred temporarily to another work site which requires them to travel two kilometres or more beyond the distance usually travelled, the excess fare to and from and excess time shall be paid for by the employer.

5.17.2 Except as provided for in 5.17.3, an employee engaged on work from which they are unable to return to their home at night shall be supplied with reasonable food and accommodation or shall be paid for such personal expenses as they reasonably incur.

5.17.3 An employee engaged on work which requires them to sleep in or about their truck whilst in the course of travelling from one point to another, or in the absence of suitable accommodation is obliged to live in a tent or hut shall in addition to the application of 5.17.2 in respect of food, be paid an allowance in lieu of accommodation of $14.31 per night.

5.17.4 Notwithstanding any other provisions contained in this clause and in lieu of any such provisions the following conditions shall apply to an employee who is engaged or selected or advised by an employer to proceed to contracting work at such a distance that they cannot return to their home each night and where such contracting work is located north of the 26th parallel of south latitude or in any other area to which air transport is the only practicable means of travel:

5.17.4.1 An employee may return to their home or to Perth or to any other place at a weekend to be mutually agreed upon between the employee and their employer:

5.17.4.1.1 After four continuous months of service with their employer; and in addition to the weekend the employee shall be entitled to two days leave on ordinary pay subject to the provisions of 5.17.4.2 and

5.17.4.1.2 After each further period of four months continuous service with their employer; and in addition to the weekend, the employee shall be entitled to two days leave, one day of which shall be on ordinary pay, subject to the provisions of 5.17.4.2.

5.17.4.2 Where an employee returns home or to Perth or any other place in accordance with the provisions of this subclause and returns to the job and commences work at the time arranged with their employer, on the first working day for that employee immediately following the period of leave referred to in 5.17.4.1, that employee shall be paid at the completion of the first pay period commencing on or after the day upon which the employee returns to work from the leave taken pursuant to 5.17.4.1 the ordinary pay for that period of leave and the actual cost of air fares incurred in travelling home or to Perth or to any other place and to the job and which in no case shall exceed the cost of an economy air fare from the job to Perth and return.

5.17.4.3 The entitlement to leave and travelling accruing to an employee pursuant to 5.17.4.1 may be availed of as soon as reasonably practicable after it becomes due and if it is not availed of within one month after it so becomes due the entitlement shall lapse.

5.17.5 Any time in respect of which an employee is absent from work except time for which the employee is entitled to paid leave shall not count for determining their right to travel and leave under the provisions of 5.17.4.

5.17.6 For the purposes of this clause, "contracting work" means all work performed under this Award in connection with the transport industry.

5.17.7 Any dispute arising out of 5.17.6 may be referred to a Board of Reference.

5.18. - AIR CONDITIONING

5.18.1 Subject to the exclusions contained in 5.18.2, where the employer commences to lease or renew a lease or first purchase a motor vehicle, for use by an employee working under the terms of this Award, such motor vehicle shall be fitted with and continue to be fitted with a refrigerated air conditioning unit in working order.

5.18.2 Provided that 5.18.1 shall not apply:

5.18.2.1 If the employer, the employee and the Union mutually agree in writing that an air conditioning unit should not be provided in respect of a particular vehicle. A copy of any such agreement shall be provided to the employer, the employee and the Union.

5.18.2.2 To an employer in respect to an employee using a motor vehicle where such employee works solely outside of the summer months of the year.

5.18.2.3 To an employer in respect to an employee using a motor vehicle in any sector of Western Australia south of the 26th parallel of South latitude in respect of which the provision of an air conditioning unit is mutually agreed in writing between the employer, the employee and the Union to be inappropriate. Where no agreement is reached the matter shall be determined by the Commission.

5.18.2.4 To an employer in respect to an employee using a motor vehicle in any sector of Western Australia south of the 26th parallel of South latitude where the nature of deliveries in the industry involves a substantial number of short duration stops which significantly effect the capability of an air conditioning unit in reducing the heat disability. This exclusion applies to van driver/sales employee of all descriptions and small order deliveries and pickups of all descriptions. Any dispute as to the application of this paragraph shall be determined by the Commission.

5.19. - DANGEROUS GOODS LICENSES

5.19.1 Where a weekly employee is required to possess a license to operate a vehicle carrying dangerous goods (as defined in the Australian code for the transport of dangerous goods by road or rail), training and medical costs shall be reimbursed by the employer.

5.20. – ARTICLES OF CLOTHING

5.20.1 Where the employer requires an employee to wear any special clothing such as any special uniform, cap, overall or other article, the employer must reimburse the employee for the cost of purchasing such special clothing. The provisions of this clause do not apply where the special clothing is provided for by the employer.

5.20.2 Where an employee is required by the employer to work continuously in conditions in which, because of their nature, the clothing would otherwise become saturated, the employer must reimburse the employee for the cost of purchasing protective clothing. The provisions of this clause do not apply where the protective clothing is provided for by the employer.

5.20.3 Where an employee is employed in the classification of Greaser and Cleaner, or is normally required to service vehicles, the employer must reimburse the employee for the cost of purchasing overalls. The provisions of this clause do not apply where the overalls are provided for by the employer.

5.20.4 Provided that this clause shall not apply to employees who are required as an adjunct to their normal duties to check such things as vehicles, oil, water and tyres.

5.20.5 Provided further that such protective clothing shall remain the property of the employer, and that the employee shall be liable for the cost of replacement of any article of protective clothing which is lost, destroyed or damaged through the negligence of the employee.

5.21. - FIRST AID ALLOWANCE

5.21.1 An employee holding a current first aid qualification from St. John Ambulance or similar body and appointed by the employer to perform first-aid duty shall be paid $8.23 in addition to wages for any week so appointed. The employer will reimburse the cost of fees for any courses necessary for any employee covered by this clause to obtain, and maintain current, the appropriate first aid qualification.

5.22. - MEDICAL CHECKS

5.22.1 An employer requiring employees to undertake medical checks during a term of employment or requiring persons seeking employment to undertake a medical check as part of an interview process, shall reimburse all medical costs not recoverable from a Health Fund by the employee or persons seeking employment.

6. – LEAVE

6.1. - ANNUAL LEAVE

6.1.1 Except as hereinafter provided, an employee (other than a casual employee) is entitled for each year of service, to 4 consecutive weeks annual leave with payment of ordinary wages, as prescribed by this Award. Such entitlement shall accrue pro-rata on a weekly basis.

6.1.2 During a period of annual leave an employee shall be paid a loading 17½% calculated on their ordinary wage as prescribed.

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

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

6.1.5 Any time in respect of which an employee is absent from work, except on paid leave as prescribed by this Award, shall not count for the purpose of determining their right to annual leave.

6.1.6 An employee whose employment terminates and they have not been allowed the leave prescribed under this clause they shall be given payment in lieu of that leave or, in a case to which 6.1.9 applies, in lieu of so much of that leave as has not been allowed unless they have been dismissed for misconduct, the employee is not entitled to be paid for any untaken leave that relates to a year of service that was completed after the misconduct occurred.

6.1.7 In any qualifying twelve monthly period an employee lawfully leaves their employment, or their employment is terminated by the employer through no fault of the employee, the employee shall be paid 2.923 hour's pay at the rate of wage prescribed by 6.1.1 divided by thirty-eight, in respect of each completed week of continuous service.

6.1.8 In the event of an employee being employed by an employer for portion only of a year, they shall only be entitled, subject to 6.1.6 to such leave on full pay as is proportionate to their length of service during that period with such employer and if such leave is not equal to the leave given to the other employees they shall not be entitled to work or pay whilst the other employees of such employer are on leave on full pay.

6.1.9 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.

6.1.10 Where an employer and an employee have not agreed when the employee is to take their annual leave, the employer is not to refuse the employee taking, at any time suitable to the employee, any period of annual leave the entitlement to which accrued more than 12 months before that time. The employee is to give the employer at least 2 weeks' notice of the period during which the employee intends to take their leave.

6.1.11 Short Term Annual Leave
An employee may request and, with the consent of the employer, take short-term Annual Leave not exceeding four days in any calendar year, at a time or times separate from any of the period determined in accordance with 6.1.9.

6.1.12 The provisions of this clause do not apply to casual employees.

6.2. - SICK LEAVE

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

6.2.2 Employee who actually works 38 ordinary hours each week
An employee whose ordinary hours of work are arranged so that they actually work 38 ordinary hours each week shall be entitled to payment during such absence for the actual ordinary hours absent.

6.2.3 Employee who works an average of 38 ordinary hours each week:

6.2.3.1 An employee whose ordinary hours of work are arranged so that they work an average of 38 ordinary hours each week during a particular work cycle shall be entitled to pay during such absence calculated as follows:

$$\frac{\text{Duration of absence}}{\text{ordinary hours normally worked that day}} \times \text{weekly rate appropriate}$$

6.2.3.2 An employee shall not be entitled to claim payment for personal ill health or injury nor will their sick leave entitlement be reduced if such ill health or injury occurs on the week day they are to take off duty.

6.2.4 Entitlement to payment shall accrue at the rate of 1.46 hours pay for each completed week of service.

6.2.5 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 their 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.

6.2.6 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 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.

6.2.7 The provisions of this clause do not apply to employees who are entitled to payment under the Workers Compensation and Rehabilitation Act 1981.

6.2.8 If an employee's illness or injury is attributable to:

6.2.8.1 The employee's serious and wilful misconduct; or

6.2.8.2 The employee's gross and wilful neglect;

in the course of their employment, the employee is not entitled to be paid for their absence from work resulting from the illness or injury.

6.2.9 The employee shall notify the employer of their inability to attend for work due to sickness, the nature of their illness and the estimated duration of the absence prior to the commencement for the normal days work unless this is impractical. Provided that where such notification is impractical, the employee must notify the employer within 24 hours of the commencement of the absence.

6.2.10 The provisions of this clause do not apply to an employee who fails to supply such proof of the illness or injury that would satisfy a reasonable person of the entitlement:

6.2.10.1 Except that an employee shall not be required to produce evidence with respect to absences of two days or less unless after two such absences in any year of service the employer request in

writing, that the next and subsequent absences in that year if any, shall be accompanied by such evidence.

6.2.10.2 Notwithstanding the provisions of this subclause, an employer may request from the employee evidence that would satisfy a reasonable person or Statutory Declaration as to the employee's unfitness for work in respect of any working day adjacent to a rostered day off or public holiday.

6.2.11 Subject to 6.2.11.1 the provisions of this clause apply to an employee who suffers personal ill health or injury during the time when they are absent on annual leave and an employee may apply for and the employer shall grant paid sick leave in place of paid annual leave.

6.2.11.1 Application for replacement shall be made within seven days of resuming work and then only if the employee was confined to their place of residence or a hospital as a result of their personal ill health or injury for a period of seven consecutive days or more and they produce a certificate from a registered medical practitioner that they were so confined. Provided that the provisions of this paragraph do not relieve the employee of the obligation to advise the employer in accordance with 6.2.9 if they are unable to attend for work on the working day next following their annual leave.

6.2.11.2 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 they proceeded on annual leave and shall not be made with respect to fractions of a day.

6.2.11.3 Where paid sick leave has been granted by the employer in accordance with 6.2.11, 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 6.1 - Annual Leave.

6.2.11.4 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 6.1 - Annual Leave shall be deemed to have been paid with respect to the replaced annual leave.

6.2.12 Where a business has been transmitted from one employer to another and the employee's service has been deemed continuous in accordance with 6.7 – Long Service Leave, the paid sick leave standing to the credit of the employee at the date of transmission from service with the transmittor shall stand to the credit of the employee at the commencement of service with the transmittee and may be claimed in accordance with the provisions of this clause.

6.2.13 The provisions of this clause do not apply to casual employees.

6.3. - CARER'S LEAVE

6.3.1 An employee is entitled to use, each year, up to 5 days of the employee's entitlement under 6.2 – Sick Leave for that year to be the primary caregiver of a member of the employee's family or household who is ill or injured and in need of immediate care and attention.

"member of the employee's family" means any of the following persons:

6.3.1.1 The employee's spouse or de facto partner;

6.3.1.2 A child for whom the employee has parental responsibility as defined by the Family Court Act 1997;

6.3.1.3 An adult child of the employee;

6.3.1.4 A parent, sibling or grandparent of the employee.

6.3.2 The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

6.3.3 Use of Unpaid Leave
An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

6.4. - PUBLIC HOLIDAYS

6.4.1 The following days, or the days observed in lieu shall, subject to this clause, 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.

6.4.1.1 Provided that another day may be taken as a public holiday by arrangement between the parties in lieu of any of the days named in this subclause.

6.4.1.2 When any of the days mentioned in 6.4.1 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.

6.4.1.3 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.

6.4.2 Subject to 6.4.5 all time worked on a public holiday prescribed in 6.4.1 shall be paid for at the rate of double time and a half.

6.4.3 Where an employee is required for duty on a public holiday they shall be paid for a minimum of four hours at the rate appropriate to the day.

6.4.4 When an employee is on duty or is available for duty on the working day immediately preceding a public holiday, or resumes duty or is available for duty on the whole of the working day immediately following a public holiday, as prescribed in 6.4.1 they shall be paid for such holiday.

6.4.5 By agreement in writing between any employee and their employer work may be performed on any of the public holidays at time and a half in which case an additional day shall be added to the Annual Leave for each day so worked.

6.4.6 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 themselves for duty and payment may be deducted but if work be done ordinary rates of pay shall apply.

6.5. - BEREAVEMENT LEAVE

6.5.1 An employee shall on the death of:

6.5.1.1 a spouse or de facto partner,

6.5.1.2 a child or step-child of an employee,

6.5.1.3 a brother or sister of an employee;

6.5.1.4 a parent or step-parent of an employee,

6.5.1.5 any other person who, immediately before that person's death, lived with the employee as a member of the employee's family,

the employee is 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.

6.5.2 An employee who claims bereavement leave is to provide evidence that would satisfy a reasonable person as to:

6.5.2.1 the death that is the subject of the leave sought; and

6.5.2.2 the relationship of the employee to the deceased person.

6.5.3 Payment in respect of bereavement 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 any shift roster paid leave, workers' compensation, or leave without pay.

6.6. - PARENTAL LEAVE

6.6.1 Definitions
For the purposes of this clause:

6.6.1.1 "adoption", in relation to a child, is a reference to a child who:

6.6.1.1.1 Is not the natural child or the step-child of the employee or the employee's spouse or the employee's de facto partner;

6.6.1.1.2 Is less than 5 years of age; and

6.6.1.1.3 Has not lived continuously with the employee for 6 months or longer;

6.6.1.2 "continuous service" means service under an unbroken contract of employment and includes:

6.6.1.2.1 any period of parental leave; and

6.6.1.2.2 any period of leave or absence authorised by the employer or by a workplace agreement, an employer-employee agreement, an Award, a contract of employment or the Act;

6.6.1.3 "de facto partner" means a person who is co-habiting with another as that person's partner, although not actually married to that person;

6.6.1.4 "expected date of birth" means the day certified by a medical practitioner to be the day on which the medical practitioner expects the employee or the employee's spouse or the employee's de facto partner, as the case may be, to give birth to a child;

6.6.2 Eligibility for Parental Leave

6.6.2.1 An employee, other than a casual employee, will be entitled to take up to 52 consecutive weeks of unpaid leave in respect of the:

6.6.2.1.1 birth of a child to the employee or the employee's spouse or de facto partner; or

6.6.2.1.2 placement of a child with the employee with a view to the adoption of the child by the employee.

6.6.2.2 An employee is not entitled to take parental leave unless the employee has:

6.6.2.2.1 before the expected date of the birth or placement, completed at least 12 months' continuous service with the employer; and

6.6.2.2.2 given the employer at least 10 weeks' written notice of their intention to take the leave.

6.6.2.3 An employee is not entitled to take parental leave at the same time as the employee's spouse or de facto partner except for one weeks leave taken by the:

6.6.2.3.1 spouse or de facto partner of the person who gave birth to the child, immediately after the birth of the child; or

6.6.2.3.2 three weeks leave taken by the employee and the employee's spouse or de facto partner immediately after a child has been placed with them with a view to their adoption of the child.

6.6.2.4 An employee who has given notice of their intention to take parental leave, other than for adoption, must provide to the employer:

6.6.2.4.1 a certificate from a medical practitioner stating that the employee or the employee's spouse or de facto partner, as the case may be, is pregnant and the expected date of birth.

6.6.2.4.2 a statutory declaration stating that:

6.6.2.4.2.1 the period of parental leave sought to be taken by the employee and their spouse;

6.6.2.4.2.2 for the period of parental leave they will not engage in any conduct inconsistent with their contract of employment.

6.6.2.5 An employee who has given notice of their intention to take parental leave for adoption must provide to the employer a statutory declaration stating:

6.6.2.5.1 the child at the date of placement is under the age of 5 years, where only 3 weeks parental leave is so sought the employee is seeking adoption leave to care for the child;

6.6.2.5.2 the period of parental leave sought to be taken by the employee and their spouse and where the employee is seeking more than 3 weeks parental leave they will be the primary care giver of the child;

6.6.2.5.3 for the period of parental leave they will not engage in any conduct inconsistent with their contract of employment.

6.6.3 Period of Leave and Commencement of Leave

6.6.3.1 Subject to 6.6.4 and 6.6.7, a female employee who has given notice of her intention to take parental leave, other than for adoption, must start the leave 6 weeks before the expected date of birth unless in respect of any period closer to the expected date of birth a medical practitioner has certified that the employee is fit to work or the employee and the employer have agreed otherwise.

6.6.3.2 An employee will not be in breach 6.6.2.4 as a consequence of failure to give the stipulated period of notice in accordance with 6.6.2.4 if such failure is occasioned by the birth occurring earlier than the excepted date of birth.

6.6.4 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 will, 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 parental 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 will be treated as parental leave for the purposes of 6.6.8, 6.6.9, 6.6.10 and 6.6.11.

6.6.5 Variation of Period of Parental Leave

6.6.5.1 Provided the addition does not extend the parental leave beyond 52 weeks, the period may be lengthened once, or more than once 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.

6.6.5.2 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.

6.6.6 Cancellation of Parental Leave

6.6.6.1 Parental leave, applied for but not commenced, will be cancelled when the pregnancy of an employee or an employee's spouse or de facto partner terminates other than by the birth of a living child or in the case of an adoption the placement of the child does not take place or takes place but does not continue.

6.6.6.2 Where the pregnancy of an employee then on parental leave terminates other than by the birth of a living child, the employee has the right to resume work at a time nominated by the employer which date must not exceed four weeks from the date the employee gives notice in writing to the employer that the employee desires to resume work.

6.6.6.3 If an employee applies in writing to shorten their parental leave, the employer may grant the application if it specifies the last day of the shortened leave.

6.6.7 Special Parental Leave and Sick Leave

6.6.7.1 Where the pregnancy of a female employee not then on parental leave terminates after 28 weeks other than by the birth of a living child then:

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

6.6.7.1.2 for illness other than the normal consequences of pregnancy, she must be entitled, either instead of or in addition to special parental 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

6.6.7.2 Where a female employee not then on parental 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 parental leave) as a duly qualified medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special parental leave and parental leave must not exceed 52 weeks.

6.6.7.3 For the purposes of 6.6.8, 6.6.9 and 6.6.10, parental leave includes special parental leave.

6.6.7.4 An employee returning to work after the completion of a period of leave will 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 to the position she held immediately before such transfer. Where such position no longer exists but there are other positions available, for which the employee is qualified and the duties of which she is capable of performing, she will be entitled to a position as nearly comparable in status and pay to that of her former position.

6.6.8 Parental Leave and Other Leave Entitlements

Provided the aggregate of parental leave including leave taken pursuant to 6.6.4 and 6.6.7 does not exceed 52 weeks:

6.6.8.1 an employee may, instead of or in conjunction with parental leave, take any annual leave or long service leave or any part of annual leave or long service leave to which the employee is then entitled.

6.6.8.2 Paid sick leave or other paid authorised Award absences (excluding annual leave or long service leave), will not be available to an employee during the employee's absence on parental leave.

6.6.9 Effect of Parental Leave on Employment

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

6.6.10 Termination of Employment

6.6.10.1 An employee on parental leave may terminate their employment at any time during the period of leave by notice given in accordance with this Award.

6.6.10.2 An employer must not terminate the employment of an employee on the ground of the employee's pregnancy or of the employee's absence on parental leave, but otherwise the rights of an employer in relation to termination of employment are not affected.

6.6.11 Return to Work after Parental Leave

6.6.11.1 Upon finishing parental leave, an employee will be entitled to the position which the employee held immediately before proceeding on parental leave or, in the case of an employee who was transferred to a safe job pursuant to 6.6.4, to the position which the employee held immediately before such transfer.

6.6.11.2 If the position referred to in 6.6.11.1 no longer exists but there are other positions available for which the employee is qualified and the duties of which the employee is capable of performing, the employee will be entitled to the position most comparable in status and pay to that of the employee's former position.

6.6.12 Replacement Employees

6.6.12.1 A replacement employee is an employee specifically engaged as a result of an employee proceeding on parental leave.

6.6.12.2 Before an employer engages a replacement employee, the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

6.6.12.3 Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising their rights under this clause, the employer must inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

6.6.12.4 Nothing in 6.6.12 will be construed as requiring an employer to engage a replacement employee.

6.6.12.5 A replacement employee will not be entitled to any of the rights conferred by this clause except where the replacement employee's employment continues beyond the 12 months' qualifying period.

6.7. - LONG SERVICE LEAVE

Employees covered by this Award shall be entitled to Long Service Leave in accordance with the Long Service Leave Standard Provisions as issued by General Order of the Commission, as published in Part 1 of January of Volume 1 of each year of the Western Australian Industrial Gazette.

7. - DISPUTE RESOLUTION PROCEDURE

7.1. - DISPUTE RESOLUTION PROCEDURE

7.1.1 Any grievance, complaint, claim or dispute, including any question, dispute, difficulty arising under this Award, shall be subject to discussion procedures which ensure that the Union and employers are promptly and fully informed of the issues involved, and any differences arising there from shall be discussed with a view to avoid industrial action.

7.1.2 The employer shall advise the accredited representatives of the Union of any proposed changes in the normal pattern of working arrangements affecting members and if the matter is not resolved the general machinery provisions of this clause shall apply.

7.1.3 Where an employee or the job steward has submitted a request concerning any matter directly connected with employment to a foreperson, or a more senior representative of management, and that request has been refused, the employee may, if they so desire, ask the job steward to submit the matter to management and the matter may then be submitted by the job steward to the depot or area supervisor.

7.1.4 If not settled at this stage the matter shall be the subject of formal discussion between the Union and the employer.

7.1.5 Should the issue remain in dispute either party may refer the matter to the Commission for determination.

7.1.6 The dispute resolution procedure provided by this clause shall be applied to all manner of disputes referred to in 7.1.1, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party, or individual, in dispute to refer the matter for resolution, including arbitration, by the Commission.

8. - SAFETY AND TRAINING

8.1. - TRAINING LEAVE

8.1.1 Following proper consultation, which may involve the setting up of training committees, the employer shall develop a training policy and programme consistent with:

8.1.1.1 the current and future skill needs of the enterprise;

8.1.1.2 the size, structure and nature of the operations of the enterprise;

8.1.1.3 the need to develop vocational skills relevant to the enterprise and the Transport Industry, through courses conducted by accredited educational institutions and providers.

8.1.2 Where it is agreed by the employer that additional training should be undertaken by an employee, training may be undertaken either on or off the job. All time involved with training shall be paid at ordinary rates of pay.

8.1.3 An employer shall not unreasonably withhold such paid training leave.

9. - REGISTERED ORGANISATION MATTERS

9.1. - RIGHT OF ENTRY TO INVESTIGATE BREACHES

9.1.1 An authorised representative of an organisation may enter, during working hours, any premises where relevant employees work, for the purpose of investigating any suspected breach of the Industrial Relations Act 1979, the Minimum Conditions of Employment Act 1993, the Occupational Safety and Health Act 1984, the Mines Safety and Inspection Act 1994 or an award, order, industrial agreement or employer-employee agreement that applies to any such employee.

9.1.2 "Authorised representative" in this clause has the same meaning as in 9.2.2 of Clause 9.2 – Right of Entry for Discussions with Employees.

9.1.3 For the purpose of investigating any breach, the authorised representative may:

9.1.3.1 Subject to 9.1.5, require the employer to produce for the representative's inspection, during working hours at the employer's premises or at any mutually convenient time and place, any employment records of employees or other documents, other than workplace agreements or employer-employee agreements, kept by the employer that are related to the suspected breach;

9.1.3.2 Make copies of the entries in the employment records or documents related to the suspected breach; and

9.1.3.3 During working hours, inspect or view any work, material, machinery, or appliance that is relevant to the suspected breach.

9.1.4 The employer is not required to produce an employment record of an employee if the employee is a party to an employer-employee agreement and has made a written request to the employer that the record not be available for inspection by an authorized representative.

9.1.5 An authorised representative is not allowed to enter premises where relevant employees work for the purposes of investigating a suspected breach of an employer-employee agreement to which a relevant employee is a party unless the authorized representative is authorised in writing by that relevant employee to carry out the investigation.

9.1.6 An authorised representative is not entitled to require the production of employment records or other documents unless, before exercising the power, the authorised representative has given the employer concerned:

9.1.6.1 If the records or other documents are kept on the employers premises, at least 24 hours written notice; or

9.1.6.2 If the records or other documents are kept elsewhere, at least 48 hours written notice.

9.1.7 An authorised representative shall, upon request of the occupier of the premises, show their authority before entering the premises.

9.2. - RIGHT OF ENTRY FOR DISCUSSIONS WITH EMPLOYEES

9.2.1 An authorised representative of an organisation may enter, during working hours, any premises where relevant employees work, for the purpose of holding discussions at the premises with any relevant employees who wish to participate in those discussions.

9.2.2 An "authorised representative" means a person who holds an authority in force under Part II Division 2G of the Industrial Relations Act 1979 (as amended).

9.2.3 A "relevant employee" means an employee who is a member of an organisation or who is eligible to become a member of the organisation.

9.2.4 The authorised representative shall give at least 24 hours notice to the employer.

9.2.5 Notwithstanding 9.2.4, the Union may apply to waive the requirement to give the employer concerned notice of an intended exercise of a power if the Commission is satisfied that to give such notice would defeat the purpose for which the power is intended to be exercised.

9.3. - AWARD TO BE EXHIBITED

9.3.1 An up-to-date copy of the Award shall be kept in a convenient place which shall be easily accessible to employees.

9.3.2 The employer shall permit a noticeboard to be erected in a prominent place and allow the Union to post notices signed by the Secretary.

10. - KEEPING OF RECORDS

10.1. - TIME & WAGES RECORD

10.1.1 Each employer shall keep employment records containing:

10.1.1.1 The employee's name, and if the employee is under 21 years of age, their date of birth.

10.1.1.2 Any industrial instrument that applies.

10.1.1.3 The date on which the employee commenced employment with the employer.

10.1.1.4 For each day:

10.1.1.4.1 The time at which the employee started and finished work and such record shall be easily accessible to both the employer and the employee and shall be severally responsible for the proper posting of such record daily, except in the case of milk carters, when the record may be posted weekly. Provided that an employer may at their option in lieu of a time record provide a mechanical clock for the purpose of recording any of the aforementioned information;

10.1.1.4.2 Notwithstanding the foregoing, north of the 26th parallel South Latitude or where an employee is engaged on driving over distances in excess of 320 kilometers in a complete journey, such record shall be posted weekly or to suit the convenience of the employer's business at the completion of each trip and the employer and the employee shall be severally responsible for the proper posting of such record;

10.1.1.4.2.1 The period or periods for which the employee was paid;

10.1.1.4.2.2 Details of work breaks, including meal breaks.

10.1.1.5 For each pay period:

10.1.1.5.1 The employee's designation;

10.1.1.5.2 The gross and net amounts paid to the employee under the industrial agreement;

10.1.1.5.3 All deductions and reasons for them.

10.1.1.6 All leave taken by the employee, whether paid, partly paid or unpaid.

10.1.1.7 The information necessary for the calculation of the entitlement to and payment for long service leave under an industrial instrument.

10.1.2 "Industrial Instrument" means:

10.1.2.1 This Award;

10.1.2.2 An Order of the Western Australian Industrial Relations Commission; and

10.1.2.3 An Industrial Agreement.

10.1.3 An employer must ensure that records are kept in accordance with the Industrial Relations (General) Regulations 1997.

10.2. - INSPECTION OF RECORDS

10.2.1 The employer shall on the written request by a relevant person:

10.2.1.1 Produce to the person the employment records relating to the employee;

10.2.1.2 Let the person inspect the employment records;

10.2.1.3 Let the relevant person enter the premises of the employer for the purpose of inspecting the records; and

10.2.1.4 Let the relevant person take copies of or extracts from the records.

10.2.2 A "relevant person" means:

10.2.2.1 The employee concerned;

10.2.2.2 If the employee is a represented person, their representative;

10.2.2.3 A person authorised in writing by the employee; and

10.2.2.4 An officer referred to in s 93 of the Industrial Relations Act 1979 authorised in writing by the Registrar.

10.2.3 An employer shall comply with a written request under 10.2.1 not later than:

10.2.3.1 At the end of the next pay period after the request is received; or

10.2.3.2 The seventh day after the day on which the request was made to the employer.

11. – SUPERANNUATION

11.1. – SUPERANNUATION

11.1.1 An employer shall pay contributions in accordance with the Superannuation Legislation on behalf of each eligible employee to a Approved Fund or scheme chosen in accordance with 11.1.4.

11.1.2 Definitions:

"Approved Fund" means a superannuation fund or scheme that is a complying superannuation fund or scheme within the meaning of the Superannuation Legislation and to which, 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.
"Eligible employee" means an employee who is entitled to receive employer superannuation contributions in accordance with the Superannuation Legislation.

"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, 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.

"Relevant Fund" means an Approved Fund nominated by the employee, which is able to accept contributions from the employer.

"Superannuation Legislation" means the Federal legislation as varied from time to time, governing the superannuation rights and obligations of the parties, which includes the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993.

11.1.3 Employer Contributions:

11.1.3.1 An employer shall contribute 9% of ordinary time earnings per eligible employee into any Relevant Fund which is nominated by the employee.

11.1.3.2 Employer contributions shall be paid on a three monthly basis for each week of service that the eligible employee completes with the employer.

No contributions shall be made for periods of unpaid leave, or unauthorised absences in excess of 38 ordinary hours or for periods of employees' compensation.

No contributions shall be made in respect of annual leave paid out on termination or any other payments on terminations.

11.1.4 To comply with the provision of s48B of the Industrial Relations Act 1979, employees may nominate a Relevant Fund or scheme into which the contributions by an employer on behalf of the employee will be made.

11.1.4.1 The employer shall notify the employee of the entitlement to nominate an Approved Fund or scheme as a Relevant Fund as soon as practicable.

11.1.4.2 The employee and employer shall be bound by the nomination of the employee unless the employee and employer agree to change the Relevant Fund or scheme to which contributions are to be made.

11.1.4.3 The employer shall not unreasonably refuse to agree to a change of Relevant Fund or scheme requested by a employee.

11.1.4.4 The employer is required to make contributions to an Approved Fund or scheme nominated by the employer until the employee nominates a Relevant Fund or scheme.

12. - NAMED PARTIES

Transport Workers' Union of Australia, Industrial Union of Workers, Western Australian Branch
3rd Floor, Labour Centre
82 Beaufort Street
PERTH WA 6000

12.1. - RESPONDENTS TO THE AWARD

Agents - General:

William Barker & Co., Kalgoorlie

Barrett & Radley Pty Ltd., Moora

Ted Britten, Collie

Gascoyne Trading Co. Pty Ltd., Carnarvon

L. Jessop & Co., Kalgoorlie

W.D. Moore & Co.

George Wills & Co. Ltd

Agents - Stock and/or Wool and/or General:

Dalgety & Co. Ltd., Perth

Westralian Farmers Co-operative Ltd New Section's Body

Agents - Newspaper and Periodicals Dealing and/or Selling:
Gordon & Gotch (Australasia)

Agents - Indent and/or Manufacturers:

E.S. Lazarus & Co. (W.A.) Ltd

A**erates Waters, Cordials, Manufacturing, Dealing and/or Selling**

(outside a radius of twenty-five miles from the G.P.O., Perth):

Apiarists:

A.J. Markey, Toodyay

Armoured Car Service

Armoured Escort Ltd

Asbestos Goods Manufacturing and/or Dealing:

James Hardie & Co. Pty Ltd

Auctioneering - Fruit, Produce, Meat, Eggs and Poultry:

Berryman & Langley Ltd

Auctioneering:

T.W. Newbold

Artificial Manure Manufacturing and/or Dealing:

Cuming Smith and Mount Lyell Farmers Fertilisers Limited

Bag, Sack and/or Textile Manufacturing and/or Dealing:

J. Gadsden Pty Ltd

Joyce Bros. (W.A.) Pty Ltd

Western Australian Worsted and Woollen Mills Ltd., Albany

Bitumen Products:

Colfix Emulsified Bitumen Products

Boot Manufacturing and/or Dealing:

Goode Durrant & Murray Ltd

Bottle Merchants:

Kalgoorlie Bottle Exchange

Box and Case Making and/or Dealing:

City Case Factory Pty Ltd

Brick Making and/or Dealing:

Metropolitan Brick Co. Ltd

Midland Brick Co. Pty Ltd

Hawker Siddeley Building Supplies Pty Ltd

H.L. Brisbane & Wunderlich Ltd

Building and/or Demolition Contractors:

J.G. Hough &Son Pty Ltd., Bunbury

Wrights Salvage Pty Ltd

T.D. Scott, Kalgoorlie

Butter and/or Cheese Making and/or Cream Manufacturing and/or Dealing:

Sunny West Cooperative Dairies Ltd

Watsons Foods Pty Ltd

Cake, Biscuit and Pastry Manufacturing and/or Selling:

Mills & Ware Biscuits Pty Ltd

Stanbridges

Tippetts Ltd

Cartage Contractors:

W.J. Bawden, Geraldton

Bell Bros. Pty Ltd

W. Cleasby, Toodyay

Harvey Transport Co., Harvey

Smith Allan & Co.

R.J. Possett & Co., Northam

Cement and/or Lime Manufacturing and/or Dealing:

Cockburn Cement Pty Ltd

Cement Brick Manufacturing:

Dunbrick (W.A.) Pty Ltd

Cereal Foods Manufacturing:

Nabisco Pty Ltd

Clothing Manufacturing and/or Dealing:

Goode Durrant & Murray Ltd

Morris & Co.

Concrete and/or Cement Products Manufacturing:

Humes Ltd

Peter Pan Tiles Pty Ltd

Swan Block Co. Pty Ltd

Confectionery Manufacturing and/or Dealing:

Calthop Bros. (W.A.) Pty Ltd

MacRobertson (W.A.) Pty Ltd

The Nestle Co. (Aust.) Ltd

Plaistowe & Co. Ltd

Cotton and Wool Waste Merchants:

Cotton Traders of Australia

Customs, Shipping and/or Forwarding Agents:

E.J. Armstrong, Manjimup

Barnards Pty Ltd

Frank Cadd Co. (1959) Pty Ltd

F.W. Churcher & Co.

James Kiernan Pty Ltd

Frank Manford Pty Ltd

Prevost & Co. Pty Ltd

Dairy Produce Dealing:

Watsons Foods Pty Ltd

Departmental Stores:

Aherns Pty Ltd

John Allan Ltd

Bairds Pty Ltd

Boans Ltd

Thos. haywood Pty Ltd., Bunbury

J.A. Hicks & Co. Pty Ltd., Kalgoorlie

Drug and/or Chemical Manufacturing and/or Dealing:

F.H. Faulding & Co. Ltd

David Gray & co Ltd

Rumbles Ltd

Electrical Appliances Manufacturing and/or Dealing:

Lightburn & Co. Ltd

S.W. Hart & co

Metters Ltd

Electroplating:

Industrial Plating Co. Pty Ltd

Earthenware Manufacturing and/or Dealing:

H.L. Brisbane & Wunderlich Ltd

Electrical Goods & Appliances Dealing:

Beavis Bros., Northam

R. Bell & Co., Albany

Rowleys Pty Ltd

Electrical Supplies and/or Equipment Dealing and/or Selling:

Atkins (W.A.) Ltd

British General Electric Co. Pty Ltd

Nicholsons Ltd

Engineers and/or Brass and/or iron or Steel Founders:

Atlas Engineering Co. Pty Ltd

Bradford Kendall Ltd

R. Moore & Sons

Structural Engineering Co. of W.A. Pty Ltd

Engineering Supplies and Equipment:

Hodgson & Cranston Pty Ltd., Kalgoorlie

Farm Implement Manufacturing and/or Dealing:

Chamberlain Industries Ltd

International Harvester Co. of Aust. Pty Ltd
H.V. McKay, Massey Harris Pty Ltd

Fibrous Plaster Goods Manufacturing and/or Dealing:

H.B. Brady & Co.

Fish Dealing and Processing:

Fremantle Fishermen's Co-operative Society Ltd

Golden Gleam Fish Processing Co. Pty Ltd., Geraldton

National Fisheries (1947) Pty Ltd

Florists and/or Nurserymen:

Dawson Harrison Pty Ltd

Flour Milling and/or Dealing:

Great Southern Roller Flour Mills Ltd

Thomas & Co. (W.A.) Ltd

Fruit Extract and/or Essences Manufacturing and/or Dealing:

Plaimar Ltd

Fruit and Vegetable Merchants and/or Agents:

Ah Sam & Co.

Gardner Bros.

Premier Markets, Kalgoorlie

Fruit and Vegetable Processing and Canning:

Great West Processed Foods Pty Ltd

Fruit Trading:

Tropical Traders Ltd

Furniture Manufacturing and/or Dealing:

Craiks (1933) Pty Ltd

Hearn Bros. & Stead

Jason Metal Furniture Ltd

Furniture Removalists:

A. Blowes & Son

R.P. North Co. Pty Ltd

Firewood and/or Coal Dealing:

Bryant & Waters

Perth Jarrah Mills Pty Ltd

Collie Coal and Woodyard

General Carriers:

Allen & Brimage, Kalgoorlie

Bingley Bros., Boulder

George Brand & Co., Kalgoorlie

Bullochs Transport

Daly Bros.

General Storekeeping:

Armadale-Kelmscott Co-operative Society Ltd., Armadale

Australian Flag Store, Kalgoorlie

Boyup Brook Co-operative Company, Boyup Brook

Central Povisions Stores Pty Ltd

Sydney Fong & Co., Geraldton

Glass Manufacturing:

Australian Glass Manufacturers Co. Pty Ltd

Glass Merchants and/or Shop Fitters:

Arcus Pty Ltd

Grocery Manufacturing and/or Dealing:

J. & W. Bateman Ltd

Henry Berry & Co. (Australasia) Ltd

Bushells Ltd

Co-operative Wholesale Services Ltd

H.W. Davidson, Kalgoorlie

W.A. Honey Pool

Sanitarium Health Food Co.

Sara & Cook Pty Ltd

D. & J. Fowler Ltd

Grocery Dealing (Retail):

Charlie Carter Ltd

Greengrocers and/or Fruiterers:

Litis Bros. Super Market

Hardware and/or Ironmongery Dealing:

Barnett Bros. Pty Ltd

B.K.W. Co-operative Co. Ltd., Katanning

Harris Scarfe & Sandovers Ltd

J.A. Kirby, Bridgetown

McLean Bros. & Rigg Ltd

J. Krasnostein & Co. Pty Ltd

Hawker Siddeley Building Supplies Pty Ltd

Ice Cream Manufacturing and/or Selling:

Peters Ice Cream (W.A.) Ltd

Sunny West Co-op Dairies Ltd

Ice Manufacturing and/or Selling and/or Cold Storage:

P.H. Clarke

Diamond Ice & Cool Storage Co. Ltd

Great Southern Ice Works, Narrogin

Western Ice Co.

Industrial Gases:

Commonwealth Industrial Gases Ltd

Insulation Manufacturing and/or Installation:

Bradford Insulation (W.A.) Ltd

Launderies and/or Dry Cleaners:

Fremantle Steam Laundry Co.

Home of the Good Shepherd Laundry

Johnson's Bag Wash Laundry Pty Ltd

Economic Dry Cleaners

Leather and/or Leather Goods Manufacturing and/or Dealing:

Rosenstamm Pty Ltd

Locksmiths and/or Gunsmiths:

Harry Armstrong Pty Ltd

Machinery Manufacturing and/or Dealing:

Malloch Bros. Ltd

Wigmores Ltd

Macaroni Manufacturing:

Sorrento Macaroni Products

Marine Dealers and/or Metal Merchants:

J. Krasnostein & Co. Pty Ltd

Albert G. Sims Ltd

Metal Ware Manufacturers and/or Agents:

Jason Industries Ltd

Milk Processors:

Brownes Dairy Ltd

Masters Dairy Ltd

Milk Vendors:

W.A. Retail Dairymen Industrial Union of Employers

Mail Contracting:

H.J. Stevens, Kalgoorlie

Meat Canning:

Watsons Foods Pty Ltd

Monumental Masons:

Wilson Gray & Co. Pty Ltd

Motor Accessories Dealing:

Raphaels Pty Ltd

Replacement Parts Ltd

Motor Body Building and Panel Beating:

Boltons Ltd

Howard Porter

Motor Vehicle Assembling and/or Dealing:

Sydney Atkinson Motors Ltd

Ford Motor Co. (Aust.) Pty Ltd

Howard Porter

Motor Garages and Service Stations:

Dorsett Motors Pty Ltd., Bunbury

Musical Instrument Dealing:

Nicholsons Ltd

Newspaper Delivery:

Bays Transport Service Ltd

Oil Exploration:

Western Australian Petroleum Pty Ltd

Paint and/or Varnish Manufacturing and/or Dealing:

Balm Paints Pty Ltd

Lewis Berger & Sons (W.A.) Pty Ltd

Clarksons (W.A.) Pty Ltd

Plumbing:

F. Instone & Co.

H. Rance & Son Pty Ltd

Potato Chip and Nut Food Products Manufacturing:

Food Products of Aust. Pty Ltd

Produce Merchants and/or Agents:

Barrow Linton Pty Ltd

Burridge & Warren Ltd

Harris Bros.

Pauley Bros., Boulder

R. Piercy & Co. Pty Ltd

Ready Mixed Concrete:

Ready Mixed Concrete (W.A.) Pty Ltd

Rope and Twine Manufacturing:

W.A. Rope and Twine Co. Pty Ltd

Sand Lime Brick Manufacturing:

Calsil Bricks Pty Ltd

Sandalwood Merchants:

Australian Sandalwood Co. Ltd

Seed Merchants:

E. Symonds

Sheet Metal Goods and/or Cannister Manufacturing:

Federal Tinware Manufacturing Pty Ltd

S.W. Hart & Co.

Rheem Australia Pty Ltd

Ships Chandlers and/or Providores:

Fremantle Providoring Co. Pty Ltd

H.A.W. Jones Pty Ltd

Soap and Candle Manufacturing and/or Dealing:

Unilever Aust. Pty Ltd

Westralian Soaps Pty Ltd

Stationery Manufacturing and/or Selling:

Spicers (Aust.) Pty Ltd

Steel Fencing Manufacturing:

Cyclone Co. of Aust. Ltd

Steel and Iron Products Distributors:

Stewart and Lloyds (Distributors) Pty Ltd

Sand and/or Stone and/or Brick and/or Gravel Supplying:

Dixon Bros. Pty Ltd

Snashall Bros. Pty Ltd

Australian Blue Metal Limited

Stone Quarrying and/or Lime Production:

Standard Lime & Stone Co.

Australian Blue Metal Limited

Stove and/or Bathroom Fittings Manufacturing:

Metters Ltd

Timber Merchants (Outside of the South West Land Division):

Adelaide Timber Co. Pty Ltd., Kalgoorlie

Tobacco and/or Cigarette Dealing:

W.D. & H.O. Wills (Aust.) Ltd

Towel Supplying:

City Towel Supply Co.

Tyre Repairing and/or Dealing:

Nu-Tred (W.A.) Pty Ltd

Well Sinking and/or Boring Contractors:

W. Robinson & Sons

Vehicle Hiring:

Ryan & Ryan Hire Cars

Wine and/or Spirit Manufacturing and/or Dealing:

G. Gramp & Sons Ltd

Penfolds Wines Pty Ltd

Lionel Samson & Son Pty Ltd

Wire Netting Manufacturing:

W.A. Netting & Wire Co. Ltd

Wood Extracts:

Industrial Extracts Ltd

Wool, Skin and Hide Merchants:

Prevost & Co. Pty Ltd

Wool Scourers and Fellmongerers:

Jandakot Wool Scouring Co. Ltd

13. - WHERE TO GO FOR FURTHER INFORMATION

Transport Workers' Union of Australia, Industrial Union of Workers, Western Australian Branch.

Telephone : 9328 7477

E-mail : info@wa.twu.com.au

Facsimile : 9227 8320

Chamber of Commerce and Industry of Western Australia, 180 Hay Street, EAST PERTH 6004

Telephone : 9365 7555

Facsimile : 9365 7550

Western Australian Industrial Relations Commission, Level 16, 111 St. Georges Terrace, PERTH 6000

Telephone : 9420 4444

E-mail : webmaster@wairc.wa.gov.au

Facsimile : 9420 4500 www.wairc.wa.gov.au

Toll Free : 1800 624 263

Department of Consumer & Employment Protection, Labour Relations, 3rd Floor, Dumas House, 2 Havelock Street, WEST PERTH 6005

Telephone : 9222 7700

E-mail : labourrelations@docep.wa.gov.au

Facsimile : 9222 7777

Wageline : 1300 655 266

14. - OTHER LAWS AFFECTING EMPLOYMENT

14.1. - INDUSTRIAL RELATIONS ACT 1979

www.wairc.wa.gov.au

14.2. - MINIMUM CONDITIONS OF EMPLOYMENT ACT 1993

www.slp.wa.gov.au

14.3. - WORKPLACE RELATIONS ACT 1996

www.airc.gov.au

14.4. - SUPERANNUATION GUARANTEE (ADMINISTRATION) ACT 1992

www.austlii.edu.au

14.5. - OCCUPATIONAL SAFETY AND HEALTH ACT 1984

www.safetyline.wa.gov.au

14.6. - EQUAL OPPORTUNITY ACT 1984

www.oeeo.wa.gov.au

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

VARIATION RECORD INSERTED FOLLOWING ORDER APPL 474 OF 2004 FOR VARIATIONS PRIOR TO THIS ORDER SEE OLD VARIATION RECORD FOLLOWING.

TRANSPORT WORKERS' (GENERAL) AWARD 1963
NO. 10 OF 1961

Delivered 11/2/63 at 43 WAIG 98.
Section 93(6) Consolidation 04/07/85 at 65 WAIG 1303.
Section 93(6) Consolidation 30/12/88 at 69 WAIG 466.
Section 93(6) Consolidation 28/07/93 at 73 WAIG 2265.

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
1.AWARD STRUCTURE				
	Cl Ins	474/04	23/12/04	85 WAIG 590
1.1 Title				
	Cl Ins	474/04	23/12/04	85 WAIG 590
1.2 Arrangement				
	Cl Ins	474/04	23/12/04	85 WAIG 590
	Cl Ins	947/05	16/03/06	Unreported
1.3 Scope				
	Cl Ins	474/04	23/12/04	85 WAIG 590
1.4 Area				
	Cl Ins	474/04	23/12/04	85 WAIG 590
1.5 Term				

Cl Ins	474/04	23/12/04	85 WAIG 590

1.6 Definitions

Cl Ins	474/04	23/12/04	85 WAIG 590

1.7 Prohibition of Contracting Out of Award

Cl Ins	474/04	23/12/04	85 WAIG 590

1.8 Award Modernisation

Cl Ins	474/04	23/12/04	85 WAIG 590

2. CONTRACT OF EMPLOYMENT

2.1 Contract of Service

Cl Ins	474/04	23/12/04	85 WAIG 590
(2.1.1.5)	947/05	16/03/06	Unreported

2.2 Junior Employees

Cl Ins	474/04	23/12/04	85 WAIG 590

2.3 Junior Employees Certificate

Cl Ins	474/04	23/12/04	85 WAIG 590

2.4 Casual Employment

	Cl Ins	474/04	23/12/04	85 WAIG 590

2.5 Conversion of Casual Employment

	Cl Ins	474/04	23/12/04	85 WAIG 590

2.6 Part time Employment

	Cl Ins	474/04	23/12/04	85 WAIG 590

2.7 Redundancy

	Cl Ins	474/04	23/12/04	85 WAIG 590
	2.7.3 Correction Order	474/04	23/12/04	85 WAIG 590

3. Hours of Work

3.1 HOURS

	Cl Ins	474/04	23/12/04	85 WAIG 590

3.2 Overtime

	Cl Ins	474/04	23/12/04	85 WAIG 590

3.3 Saturday and Sunday Time

	Cl Ins	474/04	23/12/04	85 WAIG 590

3.4 Night work

Cl Ins	474/04	23/12/04	85 WAIG 590

4 WAGES

4.1 Minimum Adult Award Wage

Cl Ins	474/04	23/12/04	85 WAIG 590
Cl.	576/05	07/07/05	Unreported576

4.2 Rates of Pay

Cl Ins	474/04	23/12/04	85 WAIG 590
Cl.	576/05	07/07/05	Unreported576

4.3 Classifications

Cl Ins	474/04	23/12/04	85 WAIG 590
(4.3.1)	947/05	16/03/06	Unreported

4.4 Learning Round

Cl Ins	474/04	23/12/04	85 WAIG 590

4.5 Payment of Wages

Cl Ins	474/04	23/12/04	85 WAIG 590

4.6 Supported Wage System

Cl Ins	474/04	23/12/04	85 WAIG 590

5. ALLOWANCES AND FACILITIES

5.1 Shift Work

Cl Ins	474/04	23/12/04	85 WAIG 590

5.2 Leading Hand Allowance

Cl Ins	474/04	23/12/04	85 WAIG 590
(5.2.1.1), (5.2.1.2) & (5.2.1.3)	947/05	16/03/06	Unreported

5.3 Industry Allowance

Cl Ins	474/04	23/12/04	85 WAIG 590
Cl	947/05	16/03/06	Unreported

5.4 Ready Mixed Concrete Industry

Cl Ins	474/04	23/12/04	85 WAIG 590
Cl	947/05	16/03/06	Unreported

5.5 Dangerous Goods Allowance

Cl Ins	474/04	23/12/04	85 WAIG 590
(5.11.1) & (5.5.2)	947/05	16/03/06	Unreported

5.6 Meals

Cl Ins	474/04	23/12/04	85 WAIG 590

(5.6.1) & (5.6.2)	947/05	16/03/06	Unreported

5.7 Van Driver – Sales Employee

Cl Ins	474/04	23/12/04	85 WAIG 590
Cl	947/05	16/03/06	Unreported

5.8 Extra Rates

Cl Ins	474/04	23/12/04	85 WAIG 590
(5.8.1)	947/05	16/03/06	Unreported

5.9 Offensive Material

Cl Ins	474/04	23/12/04	85 WAIG 590
Cl Ins	947/05	16/03/06	Unreported

5.10 Dirty Material

Cl Ins	474/04	23/12/04	85 WAIG 590
Cl Ins	947/05	16/03/06	Unreported

5.11 Handling Cash

Cl Ins	474/04	23/12/04	85 WAIG 590
(5.11.2)	947/05	16/03/06	Unreported

5.12 Other Allowances

Cl Ins	474/04	23/12/04	85 WAIG 590

(5.12.1), (5.12.2), (5.12.3), (5.12.4), (5.12.5) (5.12.6) & (5.12.7)	947/05	16/03/06	Unreported

5.13 Location Allowance

Cl Ins	474/04	23/12/04	85 WAIG 590
Cl.	458/05	01/07/05	Unreported458

5.14 Provision of Tools & Gear

Cl Ins	474/04	23/12/04	85 WAIG 590

5.15 Handling Heavy Articles

Cl Ins	474/04	23/12/04	85 WAIG 590

5.16 Mixed Functions

Cl Ins	474/04	23/12/04	85 WAIG 590

5.17 Distant Work, Board and Lodging

Cl Ins	474/04	23/12/04	85 WAIG 590
(5.17.3)	947/05	16/03/06	Unreported

5.18 Air Conditioning

Cl Ins	474/04	23/12/04	85 WAIG 590

5.19 Dangerous Goods Licence

Cl Ins	947/05	16/03/06	Unreported

5.20 Articles of Clothing

Cl Ins	947/05	16/03/06	Unreported

5.21 First Aid Allowance

Cl Ins	947/05	16/03/06	Unreported

5.22 Medical Checks

Cl ins	947/05	16/03/06	Unreported

6. LEAVE

6.1 Annual Leave

Cl Ins	474/04	23/12/04	85 WAIG 590

6.2 Sick Leave

Cl Ins	474/04	23/12/04	85 WAIG 590

6.3 Carer's Leave

Cl Ins	474/04	23/12/04	85 WAIG 590

6.4 Public Holidays

Cl Ins	474/04	23/12/04	85 WAIG 590

6.5 Bereavement Leave

Cl Ins	474/04	23/12/04	85 WAIG 590

6.6 Parental Leave

Cl Ins	474/04	23/12/04	85 WAIG 590

6.7 Long Service Leave

Cl Ins	474/04	23/12/04	85 WAIG 590

7. DISPUTE RESOLUTION PROCEDURE

7.1 Dispute Resolution Procedure

Cl Ins	474/04	23/12/04	85 WAIG 590

8. SAFETY AND TRAINING

8.1 Training Leave

Cl Ins	474/04	23/12/04	85 WAIG 590

9. REGISTERED ORGANISATION MATTERS

9.1 Right of Entry to Investigate Breaches

Cl Ins	474/04	23/12/04	85 WAIG 590

9.2 Right of Entry For Discussions with Employees

Cl Ins	474/04	23/12/04	85 WAIG 590

9.3 Award to be Exhibited

Cl Ins	474/04	23/12/04	85 WAIG 590

10. KEEPING OF RECORDS

10.1 Time & Wage Record

Cl Ins	474/04	23/12/04	85 WAIG 590

10.2 Inspection of Records

Cl Ins	474/04	23/12/04	85 WAIG 590

11 SUPERANNUATION

11.1 Superannuation

Cl Ins	474/04	23/12/04	85 WAIG 590

12. NAMED PARTIES TO THE AWARD

12.1 Respondents to the Award

Cl Ins	474/04	23/12/04	85 WAIG 590
Respondent deleted	47/06	11/04/06	Unreported

13. WHERE TO GO FOR FURTHER INFORMATION

Cl Ins	474/04	23/12/04	85 WAIG 590

14. LAWS AFFECTING EMPLOYMENT

Cl Ins	474/04	23/12/04	85 WAIG 590

TRANSPORT WORKERS' (GENERAL) AWARD 1963
AWARD MODERNISED BY APPL 474 OF 2004 REFER TO VARIATION RECORDS ABOVE.
NO. 10 OF 1961

Delivered 11/2/63 at 43 WAIG 98.
Section 93(6) Consolidation 04/07/85 at 65 WAIG 1303.
Section 93(6) Consolidation 30/12/88 at 69 WAIG 466.
Section 93(6) Consolidation 28/07/93 at 73 WAIG 2265

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
1. Title				
(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	07/08/96	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

1B. Minimum Adult Award Wage

Ins. 1B	940/97	14/11/97	77 WAIG 3177
Cl.	1269/98	03/11/98	78 WAIG 4381
(2), (3), (5) & (8) rates & text	609/99	01/08/99	79 WAIG 1843
Cl.	654/00	01/08/00	80 WAIG 3379
Cl	752/01	01/08/01	81 WAIG 1721
Cl.	797/02	01/08/02	82 WAIG 1369
Cl.	569/03	5/06/03	83 WAIG 1899 & 2691
(9)	1197/03	1/11/03	83 WAIG 3537
Cl	570/04	4/06/04	84 WAIG 1521

2. Arrangement

(33)	554(1)/87	30/09/88	68 WAIG 2843
(7A)	554(2)/87	07/07/88	68 WAIG 2461
(2A)	931/88	21/09/88	69 WAIG 3594
(2A) deleted	1940/89	08/09/89	69 WAIG 2913

Ins. (2A);(2B);(34)	1628/89®	01/01/90	70 WAIG 1909
Stay of Order 1628/89®	698/90	03/05/90	70 WAIG 1691
1628/89® suspended	691/90	18/09/90	70 WAIG 3550
Ins. (2A);(2B);(34)	1628/89®	01/01/90	71 WAIG 1418
Ins. (19A) & (35)	1007/90(R2)	18/09/90	71 WAIG 1873
Ins. (1A).	1752/91	31/01/92	72 WAIG 191
Ins. Sch. (Parties to Award)	867/93	25/06/93	73 WAIG 1953
1A. Title	1457/93	24/12/93	74 WAIG 198
Del. (2A).	1714/93	15/02/94	74 WAIG 647
1A. Title	985/94	30/12/94	75 WAIG 23
Cl.	69/95	27/03/95	75 WAIG 1652
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
Cl.	1369/96	01/11/96	76 WAIG 5001
1A	940/97	14/11/97	77 WAIG 3177
Ins. 1B	940/97	14/11/97	77 WAIG 3177
1A. Title	757/98	12/06/98	78 WAIG 2579
Del. 1A	609/99	06/07/99	79 WAIG 1843

(Clause 2A)

Cl.	931/88	21/09/88	69 WAIG 3594
(2A) deleted	1940/89	08/09/89	69 WAIG 2913

(2A. No Extra Claims)

Ins.cl.	1628/89®	01/01/90	70 WAIG 1909
Stay of Order 1628/89®	698/90	03/05/90	70 WAIG 1691
1628/89® suspended	691/90	18/09/90	70 WAIG 3550
Ins. Cl.	1628/89®	01/01/90	71 WAIG 1418
Cl.	1299/91	24/01/92	72 WAIG 563
Del. Cl.	1714/93	15/02/94	74 WAIG 647

2B. Commitment

Ins.cl.	1628/89®	01/01/90	70 WAIG 1909
Stay of Order 1628/89®	698/90	03/05/90	70 WAIG 1691
1628/89® suspended	691/90	18/09/90	70 WAIG 3550
Ins. Cl.	1628/89®	01/01/90	71 WAIG 1418

3. Scope

Cl	1290/94	25/10/95	76 WAIG 198

4. Area

5. Term

6. Leave to Apply

7. Wages

(wage index)	821/85Int	27/11/85	66 WAIG 4
(wage index)	261/86	23/07/86	66 WAIG 1139
(wage increase)	1195/86	24/04/87	67 WAIG 435
(wage increase)	1406/87	24/03/88	68 WAIG 949
sub-cl (19)(20)	93/88	18/12/87	68 WAIG 1073
Cl.	554(1)/87	07/07/88	68 WAIG 2843
Cl.	931/88	21/09/88	69 WAIG 3594
Cl.	1628/89®	01/01/90	70 WAIG 1909
Stay of Order 1628/89®	698/90	03/05/90	70 WAIG 1691
1628/89® suspended	691/90	18/09/90	70 WAIG 3550
Cl.	1628/89®	01/01/90	71 WAIG 1418
Para. (3) & (4) of preamble;			
Part 1 & 2	1007/90(R2)	18/09/90	71 WAIG 1873
Stay this clause	923/91	17/07/91	71 WAIG 2060
Ref. Appeal 922/91			
Appeal dismissed	923/91	28/11/91	71 WAIG 2060
Preamble; Part 1; (1); (3);			
(4) of Part 2	1299/91	24/01/92	72 WAIG 563
Cl.	69/95	27/03/95	75 WAIG 1652
Cl.	853/95	25/10/95	75 WAIG 3297
Cl.	1369/96	01/11/96	76 WAIG 5001
Rates	940/97	14/11/97	77 WAIG 3177
Cl.	1269/98	03/11/98	78 WAIG 4381
Part 1 (1)-(10) rates	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
Part 1 Cl. (11), Part 2 Cl. (1), (3) & (4)	83/02	19/04/02	82 WAIG 821
Cl.	797/02	01/08/02	82 WAIG 1982
Cl.	569/03	5/06/03	83 WAIG 1899 & 2691
Cl	570/04	4/06/04	84 WAIG 1521 & 2090

(7A. Supplementary Payment)

Cl.	554(2)/87	30/09/88	68 WAIG 2461
Cl.	322/89	29/06/89	69 WAIG 2494
Correction	322/89	29/06/89	69 WAIG 3146
CL.	1628/89®	01/01/90	70 WAIG 1909
Stay of Order 1628/89®	698/90	03/05/90	70 WAIG 1691
1628/89® suspended	691/90	27/09/90	70 WAIG 3550
Cl.	1628/89®	01/01/90	71 WAIG 1418
Preamble & (1)	1007/90(R2)	18/09/90	71 WAIG 1873
Stay this clause	923/91	17/07/91	71 WAIG 2060
Ref. Appeal 922/91			
Appeal Dismissed	922/91	28/11/91	71 WAIG 2060
Cl.	1299/91	24/01/92	72 WAIG 563
(1), Ins. (4)	1714/93	15/02/94	74 WAIG 647
Cl.& Title	69/95	27/03/95	75 WAIG 1652

7A. Supplementary Payments and Safety Net Adjustments

Ins. (5)	853/95	25/10/95	75 WAIG 3297

Delete (1)&(5) & Ins. (1).	1369/96	01/11/96	76 WAIG 5001
Ins Text	940/97	14/11/97	77 WAIG 3177
(1)	1269/98	03/11/98	78 WAIG 4381
(1) ins. 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

8. Extra Rates

Cl.	1021/86	19/02/86	66 WAIG 609
Cl.	642/86	05/09/86	66 WAIG 1478
Cl.	931/88	21/09/88	69 WAIG 3594
Cl.	1628/89®	01/01/90	70 WAIG 1909
Stay of Order 1628/89®	698/90	03/05/90	70 WAIG 1691
1628/89® suspended	691/90	27/09/90	70 WAIG 3550
Cl.	1628/89®	01/01/90	71 WAIG 1418
Cl. (NB Cl. Title omitted)	1007/90(R2)	18/09/90	71 WAIG 1873
Cl. – Correction Order	1007/90(R2)	18/09/90	71 WAIG 2205
Cl.	1299/91	24/01/92	72 WAIG 563
Cl.	853/95	25/10/95	75 WAIG 3297
Cl.	1369/96	01/11/96	76 WAIG 5001
Cl.	1269/98	03/11/98	78 WAIG 4381
Cl.	83/02	19/4/02	82 WAIG 821

9. Hours

(2)	554(1)/87	07/07/88	68 WAIG 2843

9A. Implementation of 38 Hour Week

(7)	554(1)/87	07/07/88	68 WAIG 2843

9B. Procedures for In-Plant Discussions

9C. Hours Transition Provision

10. Saturday and Sunday Time

11. Night Work

12. Overtime

(2)	554(1)/87	07/07/88	68 WAIG 2843
(2)	770/89	29/06/89	69 WAIG 2495

13. Distant Work, Board and Lodging

Cl.	1021/86	19/02/86	66 WAIG 609
(4)	535/86	05/09/86	66 WAIG 1826
Cl.	642/86	05/09/86	66 WAIG 1478
(3)	931/88	21/09/88	69 WAIG 3594
(3) rate	1628/89®	01/01/90	70 WAIG 1909
Stay of Order 1628/89®	698/90	03/05/90	70 WAIG 1691

1628/89® suspended	691/90	08/09/90	70 WAIG 3550
(3) rate	1628/89®	01/01/90	71 WAIG 1418
(3) rate	1007/90(R2)	18/09/90	71 WAIG 1873
(3) rate	1299/91	24/01/92	72 WAIG 563
(3) rate	853/95	25/10/95	75 WAIG 3297
(3)	1269/98	03/11/98	78 WAIG 4381
(3)	83/02	19/04/02	82 WAIG 821

14. Time and Wages Record

(2) Ins. Text	2053(1)/97	22/11/97	77 WAIG 3138
Ins text.(2)	491/98	16/04/98	78 WAIG 1471

15. Meals

Cl.	1021/86	19/02/86	66 WAIG 609
Cl.	642/86	05/09/86	66 WAIG 1478
Cl.	931/88	21/09/88	69 WAIG 3594
(1)&(2) – rate	1628/89®	01/01/90	70 WAIG 1909
Stay of Order 1628/89®	698/90	03/05/90	70 WAIG 1691
1628/89® suspended	691/90	18/09/90	70 WAIG 3550
Rates – (1) & (2)	1628/89®	01/01/90	71 WAIG 1418
(1), (2)	83/02	19/04/02	82 WAIG 821

16. Holidays

17. Annual Leave

Ins. (9)	1007/90(R2)	18/09/90	71 WAIG 1873

18. Sick Leave

(3)(4)	554(1)/87	07/07/88	68 WAIG 2843
(1)®	83/02	19/04/02	82 WAIG 821

19. Contract of Service

Cl.	554(1)/87	07/07.88	68 WAIG 2843
(2)	1628/89®	01/01/90	71 WAIG 1418
Del.Heading "Casual Emp."; & replace (3)	1007/90(R2)	18/09/90	71 WAIG 1873
Cl.	83/02	19/04/02	82 WAIG 818

19A. Casual Employment

Ins. Cl. (NB title wrong)	1007/90(R2)	18/09/90	71 WAIG 1873
Cl. – Correction Order	1007/90(R2)	18/09/90	71 WAIG 2205
Cl.	1299/91	24/01/92	72 WAIG 563

20. Payment of Wages

(7)	554(1)/87	07/07/88	68 WAIG 2843

21. Provision of Tools and Gear

21A. Handling Heavy Articles

Correction		07/05/90	70 WAIG 1613

22. Mixed Functions

23. Proportion of Juniors

(1)	554(1)/87	07/07/90	68 WAIG 2843

24. Junior Workers' Certificate

25. Location Allowance

Cl.	397/85	01/07/85	65 WAIG 1349
Cl.	409/86	01/07/86	66 WAIG 1149
Cl.	603/87	01/07/87	67 WAIG 1094
Cl.	1353/87	01/01/88	68 WAIG 996
Cl.	517/88	01/07/88	68 WAIG 1686
(1),(13)	834/89	01/07/89	69 WAIG 3217
Cl.	778/90	01/07/90	70 WAIG 2995
Cl.	1049/91	01/07/91	71 WAIG 2753
Cl.	851/92	01/07/92	72 WAIG 2498
Cl.	943/93	01/07/93	73 WAIG 1989
Cl.	714/94	01/07/94	74 WAIG 1869
Cl	641/95	01/07/95	75 WAIG 2125
Cl.	911/96	01/07/96	76 WAIG 3365

Cl.	1400/97	01/07/97	77 WAIG 2547
Cl.	975/98	1/07/98	78 WAIG 2999
Cl.	690/99	01/07/99	79 WAIG 1843
Cl.	1050/00	01/08/00	80 WAIG 3153
Cl	718/01	01/08/01	81 WAIG 1559
Cl.	686/02	01/07/02	82 WAIG 1185
Cl.	570/03	01/07/03	83 WAIG 1657
Cl	696/04	1/07/04	84 WAIG 2145

26. Definitions

(8)(9))	554(1)/87	07/07/88	68 WAIG 2843
Ins.(10);(11); & (12)	1628/89(R)	01/01/90	70 WAIG 1909
Stay of Order 1628/89(R)	698/90	03/05/90	70 WAIG 1691
1628/89(R) suspended	691/90	27/09/90	70 WAIG 3550
(8)(a); Ins.(10),(11),(12) Del.(8); Renum (9-12)	1628/89(R)	01/01/90	71 WAIG 1418
As (8-11).	1007/90(R2)	18/09/90	71 WAIG 1873

27. Learning Round

Cl.	83/02	19/04/02	82 WAIG 821

28. Long Service Leave

29. Bereavement Leave

	(1)	83/02	19/04/02	82 WAIG 821

30. Parental Leave

	Ins. Cl.	83/02	19/04/02	82 WAIG 821

(30. Maternity Leave)

	Del Cl.	83/02	19/04/02	82 WAIG 821

31. Air Conditioning

32. Dispute Settlement Procedures

33. Shift Work

	Ins. cl.	554(1)/87	07/07/90	68 WAIG 2843

34. Award Modernisation

	Ins. cl.	1628/89(R)	01/01/90	70 WAIG 1909
	Stay of Order 1628/89(R)	698/90	03/05/90	70 WAIG 1691
	1628/89(R) suspended	691/90	18/09/90	70 WAIG 3550
	Ins. Cl.	1628/89(R)	01/01/90	71 WAIG 1418
	(2)(e)	1007/90(R2)	18/09/90	71 WAIG 1873

35. Training Leave

	Ins. Cl. (NB title wrong)	1007/90(R2)	18/09/90	71 WAIG 1873

Cl. - Correction Order	1007/90(R2)	18/09/90	71 WAIG 2205
(2)	83/02	19/04/02	82 WAIG 821

36. Supported Wage System

Ins. Cl.	1369/96	01/11/96	76 WAIG 5001

Appendix - Resolution of Disputes Requirements

Ins. Appendix	693/96	16/07/96	76 WAIG 2768
Cl	2053/97	22/11/97	77 WAIG 3079

(Schedule of Respondents)

Del. Resp.	299/87		68 WAIG 1875
Del. Resp.	1603/05/07/ & 08/89	13/05/91	71 WAIG 1526
Del. Representative (imm., after title)	1290/94	25/10/95	76 WAIG 198
Del. Resp.	76/80pt 47-52	30/04/98	78 WAIG 1884
Del. Resp	76/80 pt 206	02/12/98	78 WAIG 4887
Del. Resp	76/80 pt 248	31/08/99	79 WAIG 2625

Schedule of Parties to the Award

Ins. Sch.	867/93	25/06/93	73 WAIG 1953

Liberty to Apply

Appendix - S.49B - Inspection of Records Requirements

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

TRANSPORT WORKERS' (GENERAL) AWARD NO. 10 OF 1961.

PURSUANT to section 93(6a) of the Industrial Relations Act, 1979 the following award has been "Consolidated by the Registrar". This consolidated award incorporates all orders of the Commission to have issued which vary conditions contained in the award, and is current on or after the date herein, until any such further variation of those conditions by order of the Commission.

Dated at Perth this 5 th day of June, 2003

J SPURLING.
REGISTRAR.