

# Western Australian Professional Engineers (General Industries) Award 2004 - The

## 1. - AWARD STRUCTURE

### 1.1 - TITLE

The Western Australian Professional Engineers (General Industries) Award 2004.

### 1.2 - ARRANGEMENT

#### **1. AWARD STRUCTURE**

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### 1.3 - AREA AND SCOPE

1.3.1 This Award shall operate throughout the State of Western Australia and shall include those areas which are described in Section 3 of the Industrial Relations Act 1979.

1.3.2 This Award shall apply to all employees eligible to be members of the Association of Professional Engineers Australia (Western Australian Branch) Organisation of Employees employed in the classifications defined in Clause 1.5 - Definitions

(a) in the industries listed in 1.3.3; and

(b) employed in the engineering callings listed in 1.3.4

and to the employers who employ those employees.

1.3.3 Industries

Aeronautical Engineering Industry  
Bio Engineering Industry  
Civil and Construction Industry  
Chemical Engineering Industry  
Combustion/Heating, Hot Water/Ventilation Engineering Industry  
Communications Engineering Industry  
Electrical Engineering Industry  
Electronic Engineering Industry  
Engineering Consultancy Industry  
Engineering Design Industry  
Engineering Labour Hire Industry  
Environmental Engineering Industry  
Fabrication Engineering Industry  
Geotechnical Engineering Industry  
Hydraulic Engineering Industry  
Marine Engineering Industry

Materials Engineering Industry  
Mining Industry  
Mining Engineering Services Industry  
Molecular Engineering Industry  
Oil/Gas Industry  
Pharmaceutical Production Engineering Industry  
Process Engineering Industry  
Robotic Engineering Industry  
Safety Systems and Controls Engineering Industry  
Software Engineering Industry  
Sound Engineering Industry  
Structural Engineering Industry

#### 1.3.4 Engineering Callings

Aeronautical Engineers  
Agricultural Engineers  
Avionics Engineers  
Biochemical Engineers  
Bio Materials Engineers  
Biomedical Engineers  
Building Services Engineers  
Civil and Construction Engineers  
Chemical Engineers  
Clinical Engineers  
Clinical Biomechanical Engineers  
Coastal and Ocean Engineers  
Combustion Engineers  
Computer Systems Engineers  
Consulting Engineers  
Database Engineers  
Design Engineers  
Electrical Engineers  
Electromechanical Engineers  
Electronic Engineers  
Environmental Engineers  
Communications Engineers  
Fabrication Engineers  
Genetic Engineers  
Geological Engineers  
Geotechnical Engineers  
Heating, Hot Water Engineers  
Hydraulic Engineers  
Implant Technology Engineers  
Industrial Engineers  
Information Systems Engineers  
Installation Engineers  
Maintenance Engineers  
Materials Engineers  
Mechanical Engineers  
Mechatronic Engineers  
Metallurgical Engineers  
Mining Engineers  
Molecular Engineers  
Naval Architecture Engineers  
Oil/Gas Engineers  
Petrochemical Engineers  
Pharmaceutical Production Engineers  
Plastics Engineers  
Process Engineers

Rehabilitation Engineers  
Resource Engineers  
Robotic Software Engineers  
Rigging Engineers  
Risk Engineers  
Software Engineers  
Sound Engineers  
Space Engineers  
Structural Engineers  
Thermodynamic Engineers  
Ventilation Engineers

#### 1.4 - TERM

The term of this Award shall be for a period of two years from the beginning of the first pay period commencing on or after the 2 March 2005 for a term of 6 months and shall remain in force thereafter until cancelled, suspended or replaced in accordance with the provisions of the Industrial Relations Act 1979.

#### 1.5 - DEFINITIONS

- 1.5.1 Association shall mean the Association of Professional Engineers Australia, (Western Australian Branch), Organisation of Employees.
- 1.5.2 Commission shall mean the Western Australian Industrial Relations Commission.
- 1.5.3 Professional Engineers:
- (a) 'Professional Engineering Duties' shall mean engineering duties carried out by a person in any particular employment the adequate discharge of any portion of which duties requires qualification of the employee as (or at least equal to those of) a graduate member of the Institution of Engineers, Australia.
  - (b) 'Professional Engineer' shall mean an adult person qualified to carry out professional engineering duties as defined above. The term "Professional Engineer" shall embrace and include "Qualified Engineer" and "Experienced Engineer" as hereinafter defined.
  - (c) 'Qualified Engineer' shall mean a Professional Engineer other than an "Experienced Engineer" as hereinafter defined; that is, it shall mean a person who is, or is qualified to become, a graduate member of the Institution of Engineers, Australia.
  - (d) 'Experienced Engineer' shall mean a Professional Engineer with the undermentioned qualifications in any particular employment the adequate discharge of any portion of the duties of which employment requires qualification of the employee as (or at least equal to those of) a Member of the Institution of Engineers, Australia.

The aforesaid qualification is as follows:

- (i) that they are a Chartered Member of the said Institution; or
  - (ii) that the person, having graduated in a four year or a five year course at a university recognised by the said Institution, has had four years' experience on professional engineering duties since becoming a Qualified Engineer; or
  - (iii) that the person, not having so graduated, has had five years of such experience.
- (e) 'Graduate Engineer' shall mean a "Qualified Engineer" who is the holder of a university degree (four or five year course) recognised by the Institution of Engineers, Australia or is the holder of a degree, diploma or other testamur which:

- (i) has been issued by a technical university, an institute of technology, a European technical high school (Technische Hochschule) or polytechnic or other similar educational establishment; and
- (ii) is recognised by the Institution as attaining a standard similar to a university degree; and completed the following:
  - (A) a course of not less than four years' duration for a full-time course after a standard of secondary education not less than the standard of examination for matriculation to an Australian University; or
  - (B) a part-time course of sufficient duration to attain a similar standard as a four years' full-time course, after a similar standard of secondary education.

#### 1.6 - EFFECT OF MINIMUM CONDITIONS OF EMPLOYMENT ACT ON THIS AWARD

All employees covered by the terms of this Award, other than those who may be engaged and paid on piece-rates or employees paid wholly by commission shall be entitled to conditions of employment no less favourable than those conditions provided under the Minimum Conditions of Employment Act 1993.

### 2. - CONTRACT OF EMPLOYMENT

#### 2.1 - CONTRACT OF SERVICE

##### 2.1.1 Terms of Engagement

Employment may be full-time, part-time, or casual, or for a specified period or specified tasks, on terms and conditions agreed and specified in writing. Such terms and conditions shall be no less favourable than prescribed in this award.

##### 2.1.2 Employer to give notice of termination

- (a) An employer must not terminate an employee's employment unless:
  - (i) the employee has been given the required period of notice (see subparagraphs (b) and (c)); or
  - (ii) the employee has been paid the required amount of compensation instead of notice (see subparagraphs (d) and (e)); or
  - (iii) the employee is guilty of serious misconduct, that is, misconduct of such a nature that it would be unreasonable to require the employer to continue the employment of the employee concerned during the required period of notice (see subparagraph (g)).
- (b) The required period of notice is to be worked out as follows:
  - (i) first work out the period of notice using the table at the end of this subparagraph; and
  - (ii) then increase the period of notice by 1 week if the employee:
    - (A) is over 45 years old; and
    - (B) has completed at least 2 years of continuous services with the employer.

**Employee's period of continuous service with the employer**  
Not more than 1 year

**Period of notice**  
At least 1 week

More than 1 year but less than 3 years	At least 2 weeks
More than 3 years but less than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

- (c) For the purposes of subparagraph (b), the regulations of the Workplace Relations Act 1996 (“the Regulations”) may prescribe events or other matters that must be disregarded, or must in prescribed circumstances be disregarded, in ascertaining a period of continuous service and if so, these Regulations are incorporated into the provisions of the Award.
- (d) The required amount of compensation instead of notice must equal or exceed the total of all amounts that, if the employee’s employment had continued until the end of the required period of notice, the employer would have become liable to pay the employee because of the employment continuing during that period.
- (e) That total must be worked out on the basis of:
  - (i) the employee’s ordinary hours of work (even if they are not standard hours); and
  - (ii) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
  - (iii) any other amounts payable under the employee’s contract of employment.
- (f) The regulations may make provision for or in relation to amounts that are taken to be payable under a contract of employment for the purposes of 2.1.2(e) in relation to an employee whose remuneration before the termination was determined wholly or partly on the basis of commission or piece rates and if so, those Regulations are incorporated into the provisions of this Award.
- (g) Without limiting the generality of the reference to serious misconduct in 2.1.2(e)(iii) the regulations may identify:
  - (i) particular conduct; or
  - (ii) conduct in particular circumstances;

that falls within that reference and if so, those Regulations are incorporated into the provisions of this Award.

### 2.1.3 Notice of Termination by Employee

- (a) The notice of termination required to be given by an employee shall be the same as that required of an employer, except that the additional notice in the circumstances of 2.1.2(c) will not apply.
- (b) If an employee fails to give the required notice or having given, or been given, such notice leaves before the notice expires, the employer shall have the right to withhold moneys due to the employee to a maximum amount equal to the ordinary time rate of pay for the required period of notice.

2.1.4 Except where the Regulations provide otherwise an employee's service is deemed continuous when service by the employee with a business which has been transmitted from one employer to another, and in accordance the Long Service Leave General Order of the Western Australian Industrial Relations Commission, and published in part 1 (January) of each year of the Western Australian Industrial Gazette.

### 2.1.5 Time Off During Notice Period

Where an employer has given notice of termination to an employee who has completed one month's continuous service, that employee shall, for the purpose of seeking other employment be entitled to be

absent from work up to a maximum of eight ordinary hours without deduction of pay. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

2.1.6 This clause shall not apply to a casual employee.

2.1.7 Serious Misconduct

The provisions of this clause shall not effect the right of the employer to dismiss the employee without notice for serious misconduct (and in such cases the wages shall be paid up to the time of dismissal only).

2.1.8 Absence From Duty

The employer shall be under no obligation to pay for any day not worked upon which the employee is required to present for duty, except when the employee is entitled to take and be paid leave under the provisions of this award.

New Section's Body

## 2.2 - EXISTING CONTRACTS OF EMPLOYMENT

Nothing contained in this Award shall entitle an employer to reduce the salary of any employee who, at the date of this Award, was being paid a higher rate of salary than the minimum prescribed for their class of work. Provided however, that nothing contained in this Award shall prevent the employer and employee from agreeing to vary, or cancel, any other provision of an employee's contract of employment which is not provided by, the provisions of this Award. Where prior to the commencement of this Award (or in the case of the labour hire industry the application of this Award) where an employee is engaged on an overaward salary or wage arrangement, that arrangement shall be considered to meet the requirements of 3.1 - Hours of Duty, 5.3.1 - Additional Considerations – Site, Climatic, Location, Camping, Incidentals etc., and 6.2.1(c) - Annual Leave, provided that the arrangement adequately compensates the employee for these provisions.

## 2.3 - CERTIFICATE OF SERVE

Upon termination of employment, the employer, when requested by the employee, shall provide a certificate of service stating length of service, duties performed and classification of office as well as Continuing Professional Development taken as per Clause 6.8.

## 2.4 - DISCLOSURE OF QUALIFICATIONS

2.4.1 An employer or prospective employer may require either an existing employee or applicant for employment to produce written evidence that they possess or have acquired the qualifications of qualified engineer or experienced engineer (as the case may be).

2.4.2 Where a professional engineer has failed to produce such written evidence and subsequently claims to be entitled to payment at the rate prescribed by this award in respect of any period during which they have failed to produce that evidence, it shall be a defence to the employer if during the said period the employer did not know and had no reason to believe that the professional engineer possessed or had acquired the qualifications of qualified engineer or experienced engineer (as the case may be).

## 2.5 - CASUAL EMPLOYEES

2.5.1 'Casual Employee' shall mean an employee who is employed on the basis that:

- (a) the employment is casual; and
- (b) there is no entitlement to paid leave, [except bereavement leave] and who is informed of these conditions of employment before they are engaged.

- 2.5.2 The contract of service of a casual employee shall be terminable by one day's notice on either side given on any day, or in the event of such notice not being given by the payment of one day's pay by the employer or the forfeiture of payment of one day by the employee.
- 2.5.3 A casual employee shall not receive paid leave under the entitlements in this award, except a casual employee is entitled to bereavement leave.
- 2.5.4 A casual employee shall be paid the ordinary hourly rate prescribed for the classification of work performed in accordance with Clause 4.1.3.

#### 2.6 - PART-TIME EMPLOYEES

- 2.6.1 'Part-time Employee' shall mean an employee who regularly works defined set hours but less than 38 ordinary hours of work. A part-time employee shall be paid at the hourly rate prescribed for the classification of work performed in accordance with Clause 4.1.2.
- 2.6.2 A part-time employee's entitlement to annual leave and sick leave, shall be on a proportionate basis to that of a full-time employee calculated according to the ratio of their weekly hours of work to the ordinary hours of work for a full-time employee in the operation or business concerned.

#### 2.7 - EMPLOYEE TO BE INFORMED - SIGNIFICANT CHANGE

- 2.7.1 Where an employer has decided to:
- (a) take action that is likely to have a significant effect on an employee; or
  - (b) make an employee redundant,
- the employee is entitled to be informed by the employer, as soon as reasonably practicable after the decision has been made, of the action or the redundancy, as the case may be, and discuss with the employer the matters mentioned in 2.7.3.
- 2.7.2 For the purposes of this Clause, an action of an employer has a significant effect on an employee if:
- (a) there is to be a major change in the:
    - (i) composition, operation or size of; or
    - (ii) skills required in the employer's work force that will affect the employee;
  - (b) there is to be elimination or reduction of:
    - (i) job opportunity;
    - (ii) a promotion opportunity; or
    - (iii) job tenure for the employee;
  - (c) the hours of the employee's work are to significantly increase or decrease;
  - (d) the employee is required to be retrained;
  - (e) the employee is to be required to transfer to another job or work location; or
  - (f) the employee's job is to be restructured.
- 2.7.3 The matters to be discussed are:



- (a) the likely effects of the action or the redundancy in respect of the employee; and
- (b) measures that may be taken by the employee or the employer to avoid or minimise a significant effect, as the case requires.

2.7.4 Nothing in this award requires an employer, when providing information or holding a discussion under 2.7.1 to disclose information that may seriously harm:

- (a) the employer’s business undertaking; or
- (b) the employer’s interest in carrying on, or disposition of, the business undertaking.

## 2.8 - REDUNDANCY

### 2.8.1 Redundancy

- (a) In this Part:
  - (i) “employee” does not include a casual employee;
  - (ii) “redundant” means being no longer required by an employer to continue doing a job because the employer has decided that the job will not be done by any person.

### 2.8.2 Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in 2.7.2 above, 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.

### 2.8.3 Severance Pay

In addition to the period of notice prescribed for ordinary termination in Clause 2.1– Contract of Service and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in 2.7.2, 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 over	8 weeks

“Weeks Pay” means the ordinary time 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 has proceeded to the employee’s normal retirement date.

### 2.8.4 Employee Leaving During Notice

An employee whose employment is terminated for reasons set out in 2.7.2 above, 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.

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

#### 2.8.5 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.

#### 2.8.6 Time Off During Notice Period

- (a) An employee, other than a seasonal employee who has been informed that they have been, or will be, made redundant, is entitled to paid leave of up to 8 hours for the purpose of being interviewed for further employment.
- (b) The 8 hours need not be consecutive.
- (c) An employee who claims to be entitled to paid leave under 2.8.6(a) is to provide to the employer evidence that would satisfy a reasonable person of the entitlement.

#### 2.8.7 Notice to Centrelink

Where a decision has been made to terminate 15 or more employees in the circumstances outlined in 2.8.1.(a)(ii), the employer shall notify Centrelink thereof as soon as possible giving relevant information including the reasons for the termination, the number and categories of the employees likely to be affected and the time when or period over which the terminations are intended to be carried out.

#### 2.8.8 Transmission of Business

- (a) 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:
  - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
  - (ii) 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.
- (b) 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.

#### 2.8.9 Employees With Less Than One Year’s Service

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

#### 2.8.10 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.

#### 2.8.11 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 DUTY

#### 3.1 - HOURS OF DUTY

3.1.1 The ordinary hours of duty of a professional engineer should not exceed the normal hours of duty in the particular industry or sector of industry in which the professional engineer is employed. Employers will compensate for time worked regularly in excess of normal hours of duty either by:

- (a) taking this factor into account in the fixation of annual remuneration;
- (b) granting special additional remuneration; or
- (c) granting other compensation such as special additional leave.

#### 3.2 - REASONABLE TIME IN EXCESS OF ORDINARY HOURS

3.2.1 Subject to 3.2.2 an employer may require an employee to work a reasonable amount of time in excess of ordinary hours of duty. The method of compensation shall be in accordance with either 3.1.1(a); 3.1.1(b); or 3.1.1(c).

3.2.2 An employee may refuse to work time in excess of ordinary hours of duty in circumstances where the working of such additional time would result in the employee working hours which are unreasonable having regard to:

- (a) any risk to employee health and safety;
- (b) the employee's personal circumstances including any family responsibilities;
- (c) the needs of the workplace or enterprise;
- (d) the notice (if any) given by the employer of the additional time which is required to be worked and by the employee of their intention to refuse it;
- (e) the employee's compensation; and
- (f) other relevant matter.

### 4. - RATES OF PAY

#### 4.1 - SALARIES

4.1.1 The minimum annual salaries payable to full-time professional engineers in the classifications defined in 4.3 shall be as set out hereunder:

Classification	Annual Salary
	\$
Level 1 - Professional engineer (graduate)	53663
Level 2 - Professional engineer (experienced)	60968
Level 3 - Professional engineer	65993
Level 4 - Professional engineer	73551

4.1.2 The minimum part-time hourly rate paid to those employees who are engaged to work on a part-time basis for a constant number of hours shall be as set out hereunder. Part-time employees shall accrue entitlements on a proportionate basis to that of full-time employees calculated according to the ratio of their weekly hours of work to the ordinary hours of work for full-time employees in the operation or business concerned.

Classification	Part-time hourly rate
	\$
Level 1 - Professional engineer (graduate)	27.08
Level 2 - Professional engineer (experienced)	30.77
Level 3 - Professional engineer	33.31
Level 4 - Professional engineer	37.12

(Note Part-time rates were calculated by dividing the annual salary by 52.14 weeks and subsequent dividing that amount by 38 hours. This is then rounded to the nearest cent. Any variations to the part-time rates of pay as a result of State Wage Case decisions are to be calculated in accordance with this method.)

4.1.3 The minimum casual hourly rate paid to those employees who are engaged and paid as such shall be as set out hereunder, and includes an amount in lieu of annual leave, sick leave, and public holidays.

Classification	Casual hourly rate
	\$
Level 1 - Professional engineer (graduate)	31.82
Level 2 - Professional engineer (experienced)	36.15
Level 3 - Professional engineer	39.14
Level 4 - Professional engineer	43.62

(Note The casual hourly rates were derived by adding a loading to the part-time hourly rates of 17.5%. This is then rounded to the nearest cent. Any variations to the casual rates of pay as a result of State Wage Case decisions are to be calculated in accordance with this method.)

- 4.1.4 The provisions for part-time and casual hourly rates shall not be applicable to full-time employees. Full-time employees are subject to clause 3.1 – Hours of Duty.
- 4.1.5 It is expected that a graduate engineer will advance to experienced engineer following the progressive acquisition of skills and competence and such employee’s competence and salary will be reviewed regularly during that period.

#### 4.2 - SALARY SACRIFICE / REMUNERATION PACKAGING

- 4.2.1 By mutual agreement, an employee and employer may agree to a salary sacrifice or remuneration package in respect to the salaries prescribed in 4.1. The terms and conditions of such a package will not, when viewed objectively, be less favourable than the entitlements otherwise available under this award.

#### 4.3 - CLASSIFICATIONS

For employment involving the performance of professional engineering duties the following classification definitions shall apply:

##### 4.3.1 Professional Engineer (Graduate)

- (a) The graduate engineer (as defined) commencement level. The engineer undertakes initial professional engineering tasks of limited scope and complexity, such as minor phases of broader assignments, in office, plant, field or laboratory work.

- (b) Under supervision from higher level professional engineers as to method of approach and requirements, the professional engineer performs normal professional engineering work and exercises individual judgement and initiative in the application of engineering principles, techniques and methods.
- (c) In assisting more senior professional engineers by carrying out tasks requiring accuracy and adherence to prescribed methods of engineering analysis, design or computation, the engineer draws upon advanced techniques and methods learned during and after the undergraduate course.
- (d) Training, development, and experience using a variety of standard engineering methods and procedures, enable the professional engineer to develop increasing professional judgement and apply it progressively to more difficult tasks at level 2.
- (e) Decisions are related to tasks performed, relying upon precedent or defined procedures for guidance. Recommendations are related to solution of problems in connection to the tasks performed.
- (f) Work is reviewed by higher level professional engineers for validity, adequacy, methods and procedures. With professional development and experience, work receives less review, and the professional engineer progressively exercises more individual judgement until the level of competence at level 2 is achieved.
- (g) The professional engineer may assign and check work of technical staff assigned to work on a common project.

#### 4.3.2 Level 2 Professional Engineer (Experienced)

Following development through level 1 is an experienced engineer (as defined) who plans and conducts professional engineering work without detailed supervision, but with guidance on unusual features and who is usually engaged on more responsible engineering assignments requiring substantial professional experience.

#### 4.3.3 Level 3 Professional Engineer

- (a) A professional engineer performing duties requiring the application of mature professional engineering knowledge. With scope for individual accomplishment and co-ordination or more difficult assignments, the professional engineer deals with problems for which it is necessary to modify establishment guides and devise new approaches.
- (b) The professional engineer may make some original contribution or apply new professional engineering approaches and techniques to the design or development of equipment or special aspects of products, facilities and buildings.
- (c) Recommendations may be reviewed for soundness of judgement but are usually regarded as technically accurate and feasible. The professional engineer makes responsible decisions on matters assigned, including the establishment of professional engineering standards and procedures, consults, recommends and advises in speciality engineering areas.
- (d) Work is carried out within broad guidelines requiring conformity with overall objectives, relative priorities and necessary co-operation with other units. Informed professional engineering guidance may be available.
- (e) The professional engineer outlines and assigns work, reviews it for technical accuracy and adequacy, and may plan, direct, co-ordinate and supervise the work of other professional and technical staff.

#### 4.3.4 Level 4 Professional Engineer

- (a) A professional engineer required to perform professional engineering work involving considerable independence in approach, demanding a considerable degree of originality, ingenuity and judgement, and knowledge of more than one field of, or expertise (for example, acts as their organisations' technical reference authority) in a particular field of professional engineering. The professional engineer:
  - (i) initiates or participates in short or long-range planning and makes independent decisions on engineering policies and procedures within an overall program;
  - (ii) gives technical advice to management and operating departments;
  - (iii) may take detailed technical responsibility for product development and provision of specialised engineering systems, facilities and functions;
  - (iv) co-ordinates work programs; and
  - (v) directs or advises on use of equipment and material.
- (b) The professional engineer makes responsible decisions not usually subject to technical review, decides courses of action necessary to expedite the successful accomplishment of assigned projects, and may make recommendations involving large sums of money or long-range objectives.
- (c) Duties are assigned only in terms of broad objectives, and are reviewed for policy, supervises a group of groups including professional engineers and other staff, or exercises authority and technical control over a group of professional staff, in both instances engaged in complex engineering applications.

#### 4.4 - PAYMENT OF SALARIES

Salaries may be paid, weekly, fortnightly, or monthly in cash, by cheque, or by direct bank transfer into an account nominated by the employee.

#### 4.5 - MINIMUM ADULT AWARD WAGE

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

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

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

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

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

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

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

provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.

- 4.5.6 The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or government approved work placement programs or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.
- 4.5.7 Liberty to apply is reserved in relation to any special category of employees not included here or otherwise in relation to the application of the minimum adult award wage.
- 4.5.8 Subject to this clause the minimum adult award wage shall –
- (a) Apply to all work in ordinary hours.
  - (b) Apply to the calculation of overtime and all other penalty rates, superannuation, payments during any period of paid leave and for all purposes of this award.

4.5.9 Minimum Adult Award Wage

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

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

4.5.10 Adult Apprentices

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

5. - ALLOWANCES AND FACILITIES

## 5.1 - VEHICLE ALLOWANCE

- 5.1.1 Where an employee agrees with the employer to use their own motor vehicle in the course of their duties, the employee shall be paid an allowance as agreed between the employer and the employee based on:
- (a) the set rates for business kilometres as published by the Australian Taxation Office and as amended from year to year (see table set out below for 2004/2005 year), or
  - (b) any other arrangement as agreed, not less favourable to the employee than any allowance payable under (a).
  - (c) Private Vehicle Reimbursement Rates published by the Australian Taxation Office for 2004/2005.

Standard Drive	Rotary Engine	Rates/km
Up to 1600cc	Up to 800cc	51.0c
1061 to 2600cc	801 to 1300 cc	61.0c
Over 2600cc	Over 1300cc	62.0c

- 5.1.2 Where agreed between the employer and employee additional recompense shall be paid where the motor vehicle is used in rough terrain, remote areas, or on unsealed roads.

## 5.2 - FARES AND TRAVELLING TIME

- 5.2.1 An employee who, on any day, or from day to day is required to work at a job away from the employees accustomed office shall, at the direction of their employer, present themselves for work at such job at the usual starting time.
- (a) An employee to whom 5.2.1 of this subclause applies shall be paid at ordinary rates for time spent in travelling between home and the job and shall be reimbursed for any fares incurred in such travelling, but only to the extent that the time so spent and the fares so incurred exceed the time normally spent and the fares normally incurred in travelling between the home and accustomed office.
  - (b) An employee who with the approval of their employer uses their own means of transport for travelling to or from outside jobs shall be paid the amount of excess fares and travelling time which they would have been incurred in using public transport unless there is an arrangement with the employer for a regular allowance.
- 5.2.2 For travelling during working hours from and to the employer's place of business or from one job to another, the employee shall be paid by the employer at ordinary rates. The employer shall pay all fares and reasonable expenses in connection with such travelling.

## 5.3 - MISCELLANEOUS EMPLOYMENT CONDITIONS

- 5.3.1 Additional Considerations – Site, Climatic, Location, Camping, Incidentals etc.

In addition to the rates of pay and allowances in this award, the remuneration and benefits provided shall also take into consideration other relevant employment factors for which allowances relating to site conditions, climatic conditions, location, camping and other incidental factors are normally paid. When making an assessment, the employer and employee may have regard for how these employment factors are remunerated in other awards of the Commission. If there is no agreement, the employee may seek to resolve any disagreement through the Dispute Resolution Procedures set out in 7.1.

- 5.3.2 Distant Work Accommodation and Expenses



- (a) Where an employee is directed by the employer to proceed to work at such a distance that the employee cannot return to home each night and the employee does so, the employer shall provide the employee with suitable board and lodging or shall pay the expenses reasonably incurred by the employee for board and lodging.
- (b) Suitable board and lodging, for the purpose of this subclause, shall mean full board and lodging at a hotel, motel, guest house, construction camp, or sea-going vessel.
- (c) The provisions of paragraph (a) do not apply with respect to any period during which an employee is absent from work without reasonable excuse and in such a case, where the board and lodging is supplied by the employer, they may deduct from monies owing or which may become owing to the employee an amount equivalent to the value of that board and lodging for the period of the absence.
- (d) The above provisions do not apply where an employee in the labour hire industry accepts a placement away from their normal place of residence.

## 6. - LEAVE

### 6.1 - PUBLIC HOLIDAYS

- 6.1.1 The following days or the days observed in lieu shall, subject to this clause, be allowed as public holidays, without deduction of ordinary salary; namely, New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day, provided that another day may be taken as a holiday by arrangement between the employer and employee(s) in lieu of the days named in this subclause
- 6.1.2 When any of the days mentioned in 6.1.1 hereof falls on a Saturday or a Sunday, the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday, the holiday shall be observed on the next succeeding Tuesday. In each case, the substituted day shall be observed as a public holiday and paid as such and that for which it is substituted shall not be observed as a public holiday and shall be paid at the appropriate rate.
- 6.1.3 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 for duty and payment may be deducted, but if work is done, ordinary rates of pay shall apply.
- 6.1.4 An employer and an employee employed North of 26th Parallel of Latitude, may agree to provide for an additional weeks annual leave in lieu of five of the public holidays specified in 6.1.1 above.
- 6.1.5 The provisions of this clause shall not apply to casual employees.

### 6.2 - ANNUAL LEAVE

- 6.2.1 Except as hereinafter provided, an employee (other than a casual employee) is entitled for each year of service, to 4 weeks annual leave, with payment of ordinary salary, as prescribed by this award for the appropriate classification. Such entitlement shall accrue pro-rata on a weekly basis. Year does not include any period of unpaid leave.
  - (a) During a period of annual leave, an employee shall be paid a loading of 17.5% calculated on an employee's ordinary salary for that period of leave.
  - (b) The loading prescribed by this subclause shall not apply to proportionate leave on termination.
  - (c) An employee may agree in writing with the employer to an alternative arrangement to the loading prescribed in 6.2.1(a) such as an annual bonus payment or additional amount of salary.

Such an arrangement made under this provision shall not give a value less than the value of the loading.

- 6.2.2 If any public holiday falls within an employee's period of annual leave on a day which for the employee would have been an ordinary working day, there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid.
- 6.2.3 If after one week's service an employee leaves employment or the employment is terminated by the employer through no fault of the employee, the employee shall be paid in lieu of any accrued untaken leave calculated at one-thirteenth of a week's pay at the ordinary rate of salary in respect of each completed week of service.
- 6.2.4 If an employee leaves employment, or that employment is terminated by the employer, in circumstances other than those referred to in 6.2.3 before the employee has taken annual leave to which they are entitled, the employee is to be paid for any untaken leave that relates to a completed year of service, except that if the employee is 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.
- 6.2.5 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.
- 6.2.6 Except as provided in 6.2.5, an employer who observes a Christmas close-down for the purpose of granting annual leave may require an employee to take annual leave.
- 6.2.7 No employee shall be required to take annual leave unless two weeks' prior notice is given.
- 6.2.8 By written agreement with the employer, an employee may forgo up to 50% of their entitlement to annual leave, provided the employee is given an equivalent benefit in lieu of the entitlement.

### 6.3 - SICK LEAVE

- 6.3.1 Subject to the provisions of this clause, an employee who is unable to work as a result of the employee's illness or injury, is entitled to paid leave each year for periods of absence from work resulting from the illness or injury for the number of hours the employee is required ordinarily to work in a 2 week period during that year. Year does not include any period of unpaid leave.
  - (a) Entitlement to payment shall accrue at the rate of one twenty sixth of a week for each completed week of service with the employer.
  - (b) 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 the employee's 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.
- 6.3.2 The unused portions of the entitlement to paid sick leave in any one year of service shall accumulate from year to year, but the maximum paid sick leave which may be used in any year of service shall be 10 weeks.
- 6.3.3 The employee shall as soon as reasonably practicable advise the employer of the inability to attend for work, the nature of the illness or injury and the estimated duration of the absence. Provided that such advice, other than in extraordinary circumstances shall be given to the employer within 24 hours of the commencement of the absence.
- 6.3.4 An employee claiming entitlement under this clause must provide to the employer evidence that would satisfy a reasonable person of the entitlement.

- 6.3.5 Where an employee is ill or injured during the period of annual leave and produces at the time or as soon thereafter medical evidence to the satisfaction of the employer that the employee was as a result of the employee's illness or injury, confined to their place of residence or a hospital for a period of seven days, the employee may with the consent of the employer, be granted at a time convenient to the employer additional leave equivalent to the period during which the employee was so confined.
- 6.3.6 Where a business has been transmitted from one employer to another and the employee's service has been deemed continuous in accordance with the Long Service Leave General Order of the Western Australian Industrial Relations Commission published in part 1 (January) of each year of the Western Australian Industrial Gazette, the employee's entitlement to accrued sick leave shall stand to their credit.
- 6.3.7 The provisions of this clause with respect to payment do not apply to employees who are entitled to payment under the Workers' Compensation and Injury Management Act 1981.
- 6.3.8 If an employee's illness or injury is attributable to the employee's serious and wilful misconduct; or 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.
- 6.3.9 The provisions of the clause do not apply to casual employees.

#### 6.4 - CARER'S LEAVE

- 6.4.1 An employee is entitled to use up to use, each year, up to 5 days of the employees entitlement to Sick Leave, to be the primary care giver of a member of the employee's family or household who is ill or injured and in need of the immediate care and attention.
- 6.4.2 A member of the employee's family mentioned within 6.4.1 means any of the following:
- (a) the employee's spouse or de facto partner;
  - (b) a child of whom the employee has parental responsibility as defined by the Family Court Act 1997;
  - (c) an adult child of the employee;
  - (d) a parent, sibling or grandparent of the employee;
  - (e) any other person who lives with the employee as a member of the employee's family.
- 6.4.3 When taking carer's leave the employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably possible to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of such absence.
- (a) The notice must include:
    - (i) The name of the person requiring care and support and their relationship to the employee;
    - (ii) the reasons for taking such leave; and
    - (iii) the estimated length of absence.
  - (b) The employee must, if required, provide evidence which would satisfy a reasonable person of the entitlement to such leave.
- 6.4.4 An employee may take unpaid carer's leave by agreement with the employer.

## 6.5 - BEREAVEMENT LEAVE

- 6.5.1 An employee, on the death of a spouse or de facto partner, parent or step-parent, brother, sister, child or stepchild, and any other person who immediately before that person's death lived with the employee as a member of the employee's family, is entitled on notice of leave up to two ordinary working days. If requested by the employer, the employee is to provide evidence that would satisfy a reasonable person as to the death that is the subject of the leave and the relationship of the employee to the deceased person.
- 6.5.2 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 work roster or on long service leave, annual leave, sick leave, workers' compensation, carer's leave, leave without pay or on a public holiday.

## 6.6 - PARENTAL LEAVE

### 6.6.1 Definitions

For the purposes of this clause 6.6:

- (a) "adoption", in relation to a child, is a reference to a child who:
- (i) is not the natural child or the step-child of the employee or the employee's spouse or the employee's de facto partner;
  - (ii) is less than 5 years of age; and
  - (iii) has not lived continuously with the employee for 6 months or longer;
- (b) "continuous service" means service under an unbroken contract of employment and includes:
- (i) any period of parental leave; and
  - (ii) 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;
- (c) "de facto partner" means a person who is co-habiting with another as that person's partner, although not actually married to that person;
- (d) "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

- (a) An employee, other than a Casual Employee, will be entitled to take up to 52 consecutive weeks of unpaid leave in respect of the:
- (i) birth of a child to the employee or the employee's spouse or de facto partner; or
  - (ii) placement of a child with the employee with a view to the adoption of the child by the employee.
- (b) An employee is not entitled to take parental leave unless the employee has:
- (i) before the expected date of the birth or placement, completed at least 12 months' continuous service with the employer; and

- (ii) given the employer at least 10 weeks' written notice of their intention to take the leave.
- (c) An employee is not entitled to take parental leave at the same time as the employee's spouse or de facto partner except for:
  - (i) one weeks leave taken by the spouse or de facto partner of the person who gave birth to the child, immediately after the birth of the child; or
  - (ii) 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.
- (d) The entitlement to parental leave is reduced by any period of parental leave taken by the employee's spouse or de facto partner, except for the period of leave referred to in 6.6.2(c).
- (e) An employee who has given notice of their intention to take parental leave, other than for adoption, must provide to the employer:
  - (i) 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.
  - (ii) a statutory declaration stating that:
    - (A) the period of parental leave sought to be taken by the employee and their spouse;
    - (B) for the period of parental leave they will not engage in any conduct inconsistent with their contract of employment.
- (f) An employee who has given notice of their intention to take parental leave for adoption must provide to the employer a statutory declaration stating:
  - (i) 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;
  - (ii) 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;
  - (iii) 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

- (a) 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.
- (b) An employee will not be in breach of 6.6.2(e) as a consequence of failure to give the stipulated period of notice in accordance with 6.6.2(e) if such failure is occasioned by the birth occurring earlier than the expected 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

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

#### 6.6.6 Cancellation of Parental Leave

- (a) 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.
- (b) 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.
- (c) 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

- (a) 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:
  - (i) 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
  - (ii) 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.
- (b) 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.
- (c) For the purposes of 6.6.8, 6.6.9 and 6.6.10, parental leave includes special parental leave.
- (d) 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:

- (a) 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.
- (b) 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

- (a) 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.
- (b) 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

- (a) 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 subclause 6.6.4, to the position which the employee held immediately before such transfer.
- (b) If the position referred to in (a) 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

- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on parental leave.
- (b) 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.
- (c) 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 30, 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.
- (d) Nothing in 6.6.12 will be construed as requiring an employer to engage a replacement employee.
- (e) 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 General Order of the Western Australian Industrial Relations Commission, that is published each year in part 1 (January) of the Western Australian Industrial Gazette.

#### 6.8 - CONTINUING PROFESSIONAL DEVELOPMENT LEAVE

- 6.8.1 In order to progress through the classification structure as set out in Clause 4.3, it is the responsibility of a professional engineer to keep themselves informed of developments in their profession and to develop their professional knowledge and ability in accordance with engineering and technological change. It is the responsibility of the employer to provide opportunities for education/training to assist professional engineers in carrying out the particular requirements of their employment.
- 6.8.2 Where in pursuance of these aims, a professional engineer is granted permission by their employer to attend a conference, seminar or short term study course or the like:
- (a) in circumstances where the employer accepts and approves the conference, seminar or short term study course or the like as being fully relevant to the employment of the Professional Engineer, the employer will meet all associated costs and will continue the payment of salary to the professional engineer.
  - (b) in circumstances where the employer accepts and approves the conference, seminar or short term study course or the like as being partially relevant to the employment of the professional engineer, the employer may make a contribution to associated costs and may continue payment of salary to the professional engineer.
  - (c) in circumstances where the employer considers that the conference, seminar, short term study course or the like is not relevant to the employment of the professional engineer, the employer may grant leave without pay to the professional engineers.
- 6.8.3 In all cases where a professional engineer is granted permission to attend a conference, seminar, short term study course or the like, the professional engineer shall suffer no loss of leave entitlements as a result of such attendance.

#### 6.9 - JURY SERVICE LEAVE

- 6.9.1 A full time employee required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wage they would have received in respect of the ordinary time they would have worked had they not been on jury service.
- 6.9.2 Where a part time employee is required to attend for jury service and such attendance coincides with a day on which the employee would normally be required to work, payment shall be made to the employee in accordance with Clause 4.1 - Salaries.
- 6.9.3 An employee shall notify the employer as soon as possible of the date upon which they are required to attend for jury service. Further, the employee shall give the employer proof of attendance, the duration of such attendance and the amount received in respect of jury service.

#### 7. - DISPUTE RESOLUTION PROCEDURE

##### 7.1 - DISPUTE RESOLUTION PROCEDURE

- 7.1.1 Subject to the Industrial Relations Act 1979, where a question, dispute or difficulty arises under this award, or where an employee has a grievance or complaint in relation to any industrial matter covered by this Award, the employee shall first contact their supervisor to work out the problem, and if that fails



representation shall then be made to the employer by the employee or an accredited Association workplace representative, for the matter to be given further consideration.

- 7.1.2 If after the employer's view has been established, the employee still considers their grievance or complaint unresolved they may then raise the matter with the Association which may then enter into discussions with the employer to see if the matter can be resolved.
- 7.1.3 In the event of the dispute failing to be resolved the dispute may be then referred to the Commission.

## 8. - RIGHT OF ENTRY

### 8.1 - RIGHT OF ENTRY

- 8.1.1 Right of entry for discussions with employees and inspection of breaches by authorised representatives shall be in accordance with the provisions of Part II Division 2G of the Industrial Relations Act 1979.

## 9. - SAFETY AND TRAINING

### 9.1 - SAFETY AND TRAINING

#### 9.1.1 Protective Equipment

The employer shall have available a sufficient supply of protective equipment (as for example safety glasses, ear protectors, gumboots, helmets, overalls, dust coats or other efficient substitutes thereof) for use by their employees when engaged on work for which protective equipment is reasonably necessary.

## 10. - KEEPING OF RECORDS

### 10.1 - TIME AND WAGES RECORD

- 10.1.1 An employer must ensure that records are kept and inspections allowed in accordance with s.49E of Industrial Relations Act 1979 and the Industrial Relations (General) Regulations 1997. These records should contain:
- (a) the name of each employee and if under 21 years of age, their date of birth;
  - (b) any industrial instrument that applies;
  - (c) the date on which the employee commenced employment with the employer;
  - (d) for each day:
    - (i) the time at which the employee started and finished work;
    - (ii) the period or periods for which the employee was paid; and
    - (iii) details of work breaks including meal breaks.
  - (e) for each pay:
    - (i) the employee's designation;
    - (ii) the gross and net amounts paid to the employee under the award; and

- (iii) all deductions and the reasons for them;
- (iv) all leave taken by the employee, whether paid, partly paid or unpaid;
- (f) the information necessary for the calculation of entitlement to, and payment for long service leave under the award;
- (g) the nature of the work performed by each employee;
- (h) the employees Continuing Professional Development leave history.

#### 10.1.2 Access to Employment Records

An employee or their representative or other person authorised in writing by the employee or an officer referred to in s.93 of the Industrial Relations Act 1979 authorised in writing by the Registrar shall have access to the employee's employment record.

### 11. - SUPERANNUATION

#### 11.1 - SUPERANNUATION

##### 11.1.1 Definitions

- (a) "Complying Superannuation" means:
  - (i) the fund or scheme is a complying fund or scheme within the meaning of the Superannuation Guarantee (Administration) Act 1992 of the Commonwealth; and
  - (ii) under the governing rules of the fund or scheme, contributions may be made by or in respect of the employee permitted to nominate a fund or scheme.
- (b) "Eligible Employee" means an employee who is entitled to receive an employer superannuation contribution pursuant to the Superannuation Guarantee (Administration) Act 1992.
- (c) "Ordinary Time Earnings" shall be as defined in the Superannuation Guarantee (Administration) Act 1992.

##### 11.1.2 Contributions

- (a) The employer shall pay contributions to the complying superannuation fund determined under 11.1.3, on behalf of each eligible employee, 9% of Ordinary Time Earnings.
- (b) Employer contributions shall be paid on a quarterly basis in line with the superannuation guarantee arrangements.

##### 11.1.3 Fund

- (a) The employee shall be entitled to nominate the complying superannuation fund or scheme to which contributions are to be made by or in respect of the employee.
- (b) The employer shall notify the employee of the entitlement to nominate a complying superannuation fund or scheme as soon as is reasonably practicable.
- (c) A nomination or notification of the type referred to in 1.3.2(a) and (b) shall, subject to the requirements of the Industrial Relations (Superannuation) Regulations 1997, be given in writing to the employer or the employee to whom such is directed.

- (d) The employee and employer shall be bound by the nomination of the employee unless the employee and employer agree to change the complying superannuation fund or scheme to which contributions are to be made.
- (e) The employer shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by an employee.
- (f) Provided that until an employee nominates a complying superannuation fund or scheme, the employer shall make any required employee contributions to a complying superannuation fund or scheme nominated by the employer.

## 12. - LIBERTY TO APPLY

### 12.1 - LIBERTY TO APPLY

12.1.1 Liberty is reserved to the parties to apply to amend this Award in respect to the following matters:

- (a) Continuing Professional Development Leave;
- (b) Redundancy;
- (c) Bereavement leave for casual employee; and
- (d) To vary clause 1.3 – Area and Scope – to extend the area and scope of this Award to labour hire employees, in the callings specified in 1.3.5 and to the employers who employ those employees.

## 13. - RELEVANT LAWS THAT MAY AFFECT EMPLOYMENT UNDER THIS AWARD

- 13.1.1 Industrial Relations Act 1979 (WA)
- 13.1.2 Minimum Conditions of Employment Act 1993 (WA)
- 13.1.3 Workplace Relations Act 1996 (CTH)
- 13.1.4 Superannuation Guarantee (Administration) Act 1992 (CTH)
- 13.1.5 Occupational Health and Safety Act 1984(WA)
- 13.1.6 Equal Opportunity Act 1984(WA)

## 14. - WHERE TO GO FOR FURTHER INFORMATION

Any person bound by or Respondent to this Award may seek further information in relation to the Award and relevant conditions of employment from:

- (a) the Association (employees);
- (b) relevant employer association (employers); or
- (c) the Department of Consumer and Employment Protection (employees or employers).

Employees may also wish to discuss any concern with their employer at the first instance.

## 15. - NAMED PARTIES TO THE AWARD

15.1.1 The parties to this Award are:

- (a) the Association of Professional Engineers Australia (Western Australian Branch) Organisation of Employees; and
- (b) the respondent employers listed in Clause 16.

## 16. - RESPONDENTS

### **Aeronautical Engineering Industry**

Aeronautical Engineers Australia, Building  
1C, Eagle Drive,  
Jandakot Airport,  
JANDAKOT, WA, 6164

Aeroplane Company Pty Ltd  
2 Baron Way,  
JANDAKOT, WA, 6164

Vipac,  
Unit 5, 324 Great Eastern Highway,  
ASCOT, WA, 6104

### **Bio Engineering Industry**

Diagnostic Instruments Pty Ltd,  
Suit 26, 1st Floor,  
443 Albany Highway,  
VICTORIA PARK, WA, 6100

Genesis Biomedical Pty Ltd,  
Level 2, 464 Hay Street,  
SUBIACO, WA, 6008

### **Civil and Construction Engineering Industry**

Advantearing Civil Engineers,  
10 Southport Street,  
LEEDERVILLE, WA, 6007

Barclay Mowlem Construction Ltd,  
73 Dowd Street,  
WELSHPOOL, WA, 6106

Decmil Australia,  
Suite 1, 23 Richardson Street,  
SOUTH PERTH, WA, 6151

Esselmont Geo A & Son,  
57 McCoy Street,  
MYAREE, WA, 6154

### **Chemical Engineering Industry**

Chemical & Process Engineering Services,  
202 Barrington Street,  
SPEARWOOD, WA, 6163

Haldor Topsoe,  
61 Johanson Promenade,  
MURDOCH, WA, 6150

### **Combustion/Heating, Hot Water/Ventilating Engineers**

Gasco (Aust) Pty Ltd,  
8 Rogerson Road,

MT PLEASANT, WA, 6153

Thermal Systems Pty Ltd,  
Unit 1, 44 Vinnicombe Drive,  
CANNING VALE, WA, 6155

### **Communications Engineering Industry**

Memo Communications,  
45 King Edward Road,  
OSBORNE PARK, WA, 6017

Miri Engineering,  
519 Walter Road,  
MORLEY, WA, 6062

### **Electrical Engineering Industry**

BOWest Pty Ltd,  
PO Box 330,  
QUINNS ROCKS, WA, 6030

Southern Cross Electrical Engineering Pty Ltd,  
41 Macedonia Street,  
NAVAL BASE, WA, 6165

### **Electronic Engineering Industry**

BSC Electronics Pty Ltd,  
13 Willock Street,  
ADROSS, WA, 6153

P I Engineering,  
82 Explorer Drive,  
THORNLIE, WA, 6108

### **Engineering Consultancy Industry**

Fluor Australia Pty Ltd,  
600 Murray Street,  
WEST PERTH, WA, 6005

Lycopodium Pty Ltd,  
201 Great Eastern Highway,  
BELMONT, WA, 6104

### **Engineering Design Industry**

Abalink Turnkey Design Engineers,  
210 Star Street,  
CARLISLE, WA, 6101

By Design Group,  
Unit 7, 108 Welshpool Road,  
WELSHPOOL, WA, 6106

### **Engineering Labour Hire Industry**

B.S.P. Industries (1981) Pty Ltd,  
Suite 7, 8 Clive Street

WEST PERTH, WA, 6005

Byers Labour Hire,  
PO Box 83,  
BURSWOOD, WA, 6100

ChoiceOne Taskforce  
262 St Georges Terrace,  
PERTH, WA, 6000

Company Solutions (Aust) Pty Ltd,  
41 Burswood Road  
VICTORIA PARK, WA, 6100

ETM Placements,  
163 Eastern Road,  
SOUTH MELBOURNE, VIC, 3205

Hays Specialist Recruitment,  
Level 13, 172 St Georges Terrace,  
PERTH, WA, 6000

HR Connect,  
Level 9, 5 Mill Street,  
PERTH, WA, 6000

Mining People International,  
PO Box 1181  
WEST PERTH, WA, 6005

Skilled,  
Unit 2, 64 Spencer Street,  
BUNBURY, WA, 6230

Teamwork Industrial,  
6/17 Ogilvie Road,  
MT PLEASANT, WA, 6153

#### **Environmental Engineering Industry**

Metago Environmental Engineers (Aust) Pty Ltd,  
15 Bowman Street,  
SOUTH PERTH, WA, 6151

URS,  
Level 3, 20 Terrace Road,  
EAST PERTH, WA, 6004

#### **Fabrication Engineering Industry**

Moody Fabrications,  
10 Coolibah Way,  
BIBRA LAKE, WA, 6163

Thistle Fabrication Pty Ltd,  
8 Thorpe Way,  
KWINANA BEACH, WA, 6167

#### **Geotechnical Engineering Industry**

BFP Consultants Pty Ltd,  
Level 2, Eastpoint Plaza, 233 Adelaide Terrace,  
PERTH, WA, 6000

### **Hydraulic Engineers**

Contatore Engineering,  
97 Radium Street,  
WELSHPOOL, WA, 6106

Karratha Fluid Power,  
PO Box 362,  
KARRATHA, WA, 6714

Rextron,  
39 Resource Way,  
MALAGA, WA, 6090

### **Marine Engineering Industry**

Maritime Engineering Services Pty Ltd,  
26 Rous Head Road,  
NORTH FREMANTLE WA 6159

Tenix Defence Pty Ltd,  
42 Quill Way,  
HENDERSON, WA, 6166

### **Mining Industry**

Argyle Diamond Mines Pty Ltd,  
PO Box 508,  
KUNUNURRA, WA, 6743

Iluka Resources,  
Level 23, 140 St Georges Terrace,  
PERTH, WA, 6000

Kalgoorlie Consolidated Mines,  
PMB 27,  
KALGOORLIE, WA, 6430

Portman Iron Ore Limited,  
PMB 8,  
SOUTHERN CROSS, WA, 6426

Minara Resources Limited,  
PO Box Z5523,  
PERTH, WA, 6000

Tiwest Joint Venture,  
Mason Road,  
KWINANA, WA, 6966

### **Mining Engineering Services Industry**

BEC Engineering Pty Ltd,  
Suite 1, 87 Canning Hwy,  
VICTORIA PARK, WA, 6100



Transfield Services Pty Ltd,  
PO Box 1428,  
BIBRA LAKE, WA, 6965

#### **Oil/Gas Industry**

Halliburton KBR Pty Ltd,  
47 Burswood Road,  
VICTORIA PARK, WA, 6100

Worley Pty Ltd,  
Level 16, QV1 Building, 250 St Georges Terrace,  
PERTH, WA, 6000

#### **Pharmaceutical Production Engineering Industry**

Novartis Pharmaceuticals Australia Pty Ltd,  
105 Sheffield Way,  
WELSHPOOL, WA, 6106

Pfizer Pharmaceuticals Australia,  
168 Abernathy Road,  
BELMONT, WA, 6104

#### **Process Engineering Industry**

Altrum Pty Ltd,  
71 Rampart Way, WA,  
WILLETTON, WA, 6155

Helix Technologies,  
PO Box 610,  
MORLEY, WA, 6943

#### **Robotic Engineering Industry**

Austin Engineering Ltd,  
129 Edward Street,  
PERTH, WA, 6000

Construct Engineering,  
31 Cutler Road,  
JANDAKOT, WA, 6163

SoftRock Solutions Pty Ltd,  
PO Box 1151,  
FREMANTLE, WA, 6959

#### **Safety Systems and Controls Engineering Industry**

Electrosolve Pty Ltd,  
5 Brodie Hall Drive,  
BENTLEY, WA, 6102

Kirtway Pty Ltd,  
85 Ellenbrook Drive,  
THE VINES, WA, 6069

#### **Software Engineering Industry**

MSC Software Australia,  
267 St Georges Terrace,  
PERTH, WA, 6000

**Sound Engineering Industry**

Audio Telex Communications Pty Ltd,  
299 Fitzgerald Street,  
WEST PERTH WA 6005

Sound Engineering,  
1 Thurso Road,  
MYAREE, WA, 6154

**Structural Engineering Industry**

Burdett and Associates,  
Unit 3, 7 Jewell Parade,  
NORTH FREMANTLE, WA, 6159

Maitland Consulting Structural Engineers,  
Suite 5, 531 Hay Street,  
SUBIACO, WA, 6008

**Engineering Labour Hire Industry**

ETM Placements  
163 Eastern Road  
SOUTH MELBOURNE VIC 3205

Mining People International,  
PO Box 1181,  
WEST PERTH, WA, 6005

**VARIATION RECORD**

**WEST AUSTRALIAN PROFESSIONAL ENGINEERS (GENERAL INDUSTRIES) AWARD 2004**

**NO. A 3 OF 2004**

Delivered 16/02/05 at 85 WAIG 844

<b>CLAUSE NO.</b>	<b>EXTENT OF VARIATION</b>	<b>ORDER NO.</b>	<b>OPERATIVE DATE</b>	<b>GAZETTE REFERENCE</b>
<b>1. Award Structure</b>				
	Deliv (Inc 1.1 – 1.6)	A 3/04	02/03/05	85 WAIG 844
<b>1.1 Title</b>				
<b>1.2 Arrangement</b>				
<b>1.3 Area and Scope</b>				
	CI	283/05	01/12/05	86 WAIG 513
<b>1.4 Term</b>				
<b>1.5 Definitions</b>				
<b>1.6 Effect of Minimum Conditions of Employment Act on This Award</b>				
<b>2. Contract of Employment</b>				
	Deliv (Inc 2.1 – 2.8)	A 3/04	02/03/05	85 WAIG 844
<b>2.1 Contract of Service</b>				
<b>2.2 Existing Contracts Of Employment</b>				
	CI	283/05	01/12/05	86 WAIG 513
<b>2.3 Certificate of Service</b>				
<b>2.4 Disclosure of Qualifications</b>				
<b>2.5 Casual Employees</b>				
<b>2.6 Part-Time Employees</b>				
<b>2.7 Employee to be Informed – Significant Change</b>				
<b>2.8 Redundancy</b>				
<b>3. Hours of Duty</b>				
	Deliv (Inc 3.1 – 3.2)	A 3/04	02/03/05	85 WAIG 844
<b>3.1 Hours of duty</b>				
<b>3.2 Reasonable Time in Excess of Ordinary Hours</b>				
<b>4. Rates of Pay</b>				
	Deliv (Inc 4.1 – 4.5)	A 3/04	02/03/05	85 WAIG 844

#### 4.1 Salaries

Cl.	576/05	7/07/05	85 WAIG 2083, 2954
Cl.	957/05	7/07/06	86 WAIG 1631 & 2468
Cl.	1/07	01/07/07	87 WAIG 1487 & 2407
Cl.	115/07	01/07/08	88 WAIG 773&1598
Cl.	1/09	01/10/09	89 WAIG 735 & 2032
Cl.	2/10	01/07/10	90 WAIG 568 & 1401
Cl.	2/11	01/07/11	91 WAIG 1008 & 1790
Cl.	2/12	01/07/12	92 WAIG 1538
Cl.	1/13	01/07/13	93 WAIG 1210
Cl.	1/14	01/07/14	94 WAIG 1420
Cl.	1/15	01/07/15	95 WAIG 1385
Cl.	1/16	01/07/16	96 WAIG 1238
Cl.	1/17	01/07/17	97 WAIG 1300
Cl.	1/18	01/07/18	98 WAIG 263 & 1027
Cl.	1/19	01/07/19	99 WAIG 509 & 1356
Cl.	1/20	01/01/21	100 WAIG 1139
Cl.	1/21	01/07/21	101 WAIG 1136

#### 4.2 Salary Sacrifice/Remuneration Packaging

#### 4.3 Classifications

#### 4.4 Payment of Salaries

#### 4.5 Minimum Adult Award Wage

Cl.	576/05	7/07/05	85 WAIG 2083, 2954
Cl.	957/05	7/07/06	86 WAIG 1631 & 2468
Cl.	1/07	01/07/07	87 WAIG 1487 & 2407
Cl.	115/07	01/07/08	88 WAIG 773&1598
Cl.	1/09	01/10/09	89 WAIG 735 & 2032
Cl.	2/10	01/07/10	90 WAIG 568 & 1401
Cl.	2/11	01/07/11	91 WAIG 1008 & 1790
Cl.	2/12	01/07/12	92 WAIG 1538

Cl.	1/13	01/07/13	93 WAIG 1210
Cl.	1/14	01/07/14	94 WAIG 1420
Cl.	1/15	01/07/15	95 WAIG 1385
Cl.	1/16	01/07/16	96 WAIG 1238
Cl.	1/17	01/07/17	97 WAIG 1300
Cl.	1/18	01/07/18	98 WAIG 263 & 1027
Cl.	1/19	01/07/19	99 WAIG 509 & 1356
Cl.	1/20	01/01/21	100 WAIG 1139
Cl.	1/21	01/07/21	101 WAIG 1136

## **5. Allowances and Facilities**

Deliv (Inc 5.1 – 5.3)	A 3/04	02/03/05	85 WAIG 844
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### **5.1 Vehicle Allowance**

### **5.2 Fares and Travelling Time**

### **5.3 Miscellaneous Employment Conditions**

5.3.2	283/05	01/12/05	86 WAIG 513
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## **6. Leave**

Deliv (Inc 6.1 – 6.9)	A 3/04	02/03/05	85 WAIG 844
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### **6.1 Public Holidays**

### **6.2 Annual Leave**

### **6.3 Sick Leave**

### **6.4 Carer's Leave**

### **6.5 Bereavement Leave**

### **6.6 Parental Leave**

### **6.7 Long Service Leave**

## **6.8 Continuing Professional Development Leave**

## **6.9 Jury Service Leave**

## **7. Dispute Resolution Procedure**

Deliv (Inc 7.1)	A 3/04	02/03/05	85 WAIG 844
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### **7. 1 Dispute Resolution Procedure**

## **8. Right of Entry**

Deliv (Inc 8.1)	A 3/04	02/03/05	85 WAIG 844
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### **8. 1 Right of Entry**

## **9. Safety and Training**

Deliv (Inc 9.1)	A 3/04	02/03/05	85 WAIG 844
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### **9.1 Safety and Training**

## **10. Keeping of Records**

Deliv (Inc10.1)	A 3/04	02/03/05	85 WAIG 844
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### **10.1 Time and Wages Record**

## **11. Superannuation**

Deliv (Inc 11.1)	A 3/04	02/03/05	85 WAIG 844
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### **11.1 Superannuation**

## **12. Liberty to Apply**

Deliv (Inc 12.1)	A 3/04	02/03/05	85 WAIG 844
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### **12.1 Liberty to Apply**

## **13. Relevant laws That May Affect Employment Under This Award**

Deliv (Inc13)	A 3/04	02/03/05	85 WAIG 844
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## **14. Where To Go For Further Information**

Deliv (Inc 14)	A 3/04	02/03/05	85 WAIG 844
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**15. Named Parties To The Award**

Deliv (Inc 15)	A 3/04	02/03/05	85 WAIG 844
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**16. Respondents**

Deliv (Inc16)	A 3/04	02/03/05	85 WAIG 844
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ins resp's	283/05	01/12/05	86 WAIG 513
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