

Engineering Trades (Government) Award, 1967 Award Nos. 29, 30 and 31 of 1961 and 3 of 1962

1. - TITLE

This award shall be known as the "Engineering Trades (Government) Award, 1967 Award Nos. 29, 30 and 31 of 1961 and 3 of 1962" and shall replace the following awards and industrial agreements, namely:

Award No. 29 of 1957 (Engineering Trades);

Award No. 19 of 1930 (Moulders);

Award No. 15 of 1958 (Radio and Telecommunications);

Award No. 93 of 1965 (Metal Trades - Broome Jetty Construction);

Award No. 251 of 1962 (Metal Trades - Double-bottom Tanks - M.V. "Koojarra"); in so far as that award applied to workers bound by Award No. 29 of 1957;

Agreement No. 20 of 1930 (State Implement Works - Long Service Leave);

Agreement No. 40 of 1930 (Long Service Leave);

Award No. 1 of 1974 (Metal Trades - Metropolitan Perth Passenger Transport Trust);

Award No. 24 of 1974 (Tool and Material Storemen (Education Department));

and any amendments to the foregoing awards or agreements.

1B. - PAID RATES

It is a condition of this award that the wages and conditions which apply to employees covered herein shall not exceed those prescribed in the award.

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3. - AREA AND SCOPE

- (1) Subject to the provisions of subclause (2) of this clause, this award relates to the industries carried on by the respondents mentioned in the Second Schedule to this award and applies to all employees employed in any of such industries in the callings mentioned in the First Schedule.
- (2) This award does not apply to the construction or maintenance of water supply, sewerage or drainage works within the area covered by the Water Supply Award No. 8 of 1956 or any award replacing that award.
- (3) This award shall not apply to employees of the Metropolitan Health Service Board who are covered by the Metropolitan Health Service Engineering and Building Services Enterprise Award 1999 (No. A 1 of 1999).

4. - TERM

This award shall operate for a period of three years from the date hereof. (The date of this award is the 25th day of October, 1967).

5. - CLASSIFICATION STRUCTURE AND DEFINITIONS

- (1) Definitions:
 - (a) "Construction work" means work on site in or in connection with:

- (i) the construction of a large industrial undertaking or any large civil engineering project;
- (ii) the construction or erection of any multi-storey building; and
- (iii) the construction, erection or alteration of any other building, structure or civil engineering project which the employer and the union or unions concerned agree or, in the event of disagreement, which the Board of Reference declares to be construction work for the purpose of this award.

(b) "Transperth" means the Metropolitan (Perth) Passenger Transport Trust for the purpose of this award.

(2) Classification Structure:

Wage Group	Classification Title	Minimum Training Requirement
C 5	Advanced Engineering Tradesperson - Level II	Advanced Certificate or Formal Equivalent
C 6	Advanced Engineering Tradesperson - Level I	2nd Year of Advanced Certificate
C 7	Engineering Tradesperson Special Class - Level II	Nine appropriate modules in addition to the training requirements for a C 10 level
C 8	Engineering Tradesperson Special Class - Level I	Six appropriate modules in addition to the training requirements for a C 10 level
C 9	Engineering Tradesperson - Level II	Three appropriate modules in addition to the training requirements for a C 10 level
C10	Engineering Tradesperson or Production System Employee	Trade Certificate Production/Engineering Certificate III
C11	Engineering Employee - Level IV	Production/Engineering Certificate II
C12	Engineering Employee - Level III	Production/Engineering Certificate I
C13	Engineering Employee - Level II	In-house Training
C14	Engineering Employee - Level I	Up to 38 hours' induction training

Wage Group C 14

Engineering Employee - Level I

An employee who undertakes up to 38 hours' induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow employees, training and career path opportunities, plant lay-out, work and documentation procedures, occupational health and safety, equal employment opportunity and quality control/assurance.

An employee at this level performs routine duties essentially of a manual nature and to the level of his/her training and in addition -

Performs general labouring and cleaning duties.

Exercises minimal judgement.

Works under direct supervision.

Is undertaking structured training so as to perform work at C 13 level.

Wage Group C 13

Engineering Employee - Level II

(Relativity - 82%)

An employee who has completed up to three months' structured training in order to perform work within the scope of this level.

At this level an employee performs work above and beyond the skills of an employee at C 14 and to the level of training -

Works under direct supervision, either individually or in a team environment.

Understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations and faults.

Indicative of the tasks which an employee at this level may perform are the following -

Repetitive work on automatic, semi-automatic or single purpose machines or equipment.

Assembles components using basic written, spoken and/or diagrammatic instructions in an assembly environment.

Basic soldering or butt and spot welding skills or cuts scrap with oxy-acetylene blow pipe.

Uses selected hand tools.

Cleans boilers.

Assists in the provision of on-the-job training in conjunction with Tradespersons and supervises trainees.

Maintains simple records.

Uses hand trolleys and pallet trucks.

Wage Group C 12

Engineering Employee - Level III

(Relativity - 87.4%)

An employee who has completed an Engineering Certificate I or equivalent training to enable work to be performed within the scope of this level.

At this level an employee performs work above and beyond the skills of an employee at C 13 and in addition -

Is responsible for the quality of his/her own work, subject to routine supervision.

Works under routine supervision, either individually or in a team environment.

Indicative of the tasks which an employee at this level may perform are the following -

Operates flexibly between assembly stations.

Operates machinery and equipment which requires exercising skills and knowledge beyond that of an employee at Level C 13.

Non-trade engineering skills.

Basic tracing and sketching skills.

Receiving, despatching, distributing, sorting, checking, packing (other than repetitive packing in a standard container or containers in which such goods are ordinarily sold), documenting and recording of goods, materials and components.

Basic inventory control in the context of a production process.

Basic keyboard skills.

Advanced soldering techniques.

Attends to boilers.

Operation of mobile equipment including forklifts, hand trolleys, pallet trucks, overhead cranes and winch operation.

Ability to measure accurately.

Assists one or more tradespersons.

Welding which requires the exercise of knowledge and skills above Level C 13.

Wage Group C 11

Engineering Employee - Level IV

(Relativity - 92.4%)

An employee who has completed an Engineering Certificate II or equivalent training to enable work to be performed within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at C 12 to the level of training

Works from complex instructions and procedures.

Assists in the provision of on-the-job training to a limited degree.

Co-ordinates work in a team environment or works individually under general supervision.

Is responsible for assuring the quality of his/her own work.

Indicative of the tasks an employee at this level may perform are the following -

Use of precision measuring instruments.

Machine setting, loading and operation.

Rigging (certificated).

Responsibility for the operation and co-ordination of a store.

Inventory and store control, including computer use.

Intermediate keyboard skills.

Basic engineering and fault-finding skills.

Basic quality checks on the work of others.

Licensed and certified for forklift, engine and crane driving operations to a level higher than C 12.

Knowledge of the employer's operations as it relates to production processes.

Wage Group C 10

Engineering Tradesperson - Level I

(Relativity 100%)

An employee who holds a Trade Certificate or a Tradesperson's Rights Certificate as an -

Engineering Tradesperson (Electrical/Electronics) - Level I; or

Engineering Tradesperson (Mechanical) - Level I; or

and is able to exercise the skills and knowledge of that trade.

An Engineering Tradesperson - Level I works above and beyond an employee at C 11 and to the level of his/her training -

Understands and applies quality control techniques.

Exercises good interpersonal and communication skills.

Exercises keyboard skills at a level higher than C 11.

Exercises discretion within the scope of this grade.

Performs work under limited supervision, either individually or in a team environment.

Operates all lifting equipment incidental to his/her work.

Performs non-trade tasks incidental to his/her work.

Performs work which, while primarily involving the skills of the employee's trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.

Is able to inspect products and/or materials for conformity with established operational standards.

Production System Employee

A production system employee is an employee who, while still being primarily engaged in engineering/production work applies the skills acquired through the successful completion of a trade certificate level qualification in the production, distribution, or stores functions according to the needs of the enterprise.

A production system employee works above and beyond an employee at C11 and to the level of his/her training

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Understands and applies quality control techniques.

Exercises good interpersonal and communications skills.

Exercises keyboard skills at a level higher than C11.

Exercises discretion within the scope of this grade.

Performs work under general supervision either individually or in a team environment.

Indicative tasks which an employee at this level may perform are as follows -

Approves and passes first off samples and maintains quality of product.

Works from production drawings, prints or plans.

Operates, sets up and adjusts all production machinery in a plant including production process welding to the extent of his/her training.

Can perform a range of engineering maintenance functions including:

Removing equipment fastenings including use of destructive cutting equipment.

Lubrication of production equipment.

Running adjustments to production equipment.

Operates all lifting equipment.

Basic production scheduling and materials handling within the scope of the production process or directly related functions within raw materials/finished goods locations in conjunction with technicians.

Understands and applies computer techniques as they relate to production process operations.

First class engine drivers' certificate.

High level of stores and inventory responsibility beyond the requirements of an employee at C11.

Assists in the provision of on the job training in conjunction with tradespersons and trainers.

Has a sound knowledge of the employer's operations as it relates to the production process.

Wage Group C 9

Engineering Tradesperson - Level II

(Relativity to C 10 - 105%)

An Engineering Tradesperson - Level II is an -

Engineering Tradesperson (Electrical/Electronics) - Level II; or

Engineering Tradesperson (Mechanical) - Level II; or

Engineering Tradesperson (Fabrication) - Level II;

who has completed one of the following training requirements -

three appropriate modules in addition to the training requirements for C 10 level; or

three appropriate modules towards an Advanced Certificate; or

three appropriate modules towards an Associate Diploma,

as prescribed in the Implementation Manual.

An Engineering Tradesperson - Level II works above and beyond a Tradesperson at C 10 and to the level of his/her training -

Exercises the skills attained through satisfactory completion of the training for this classification, subject to the standards prescribed by the Implementation Manual.

Exercises discretion within the scope of this grade.

Works under general supervision, either individually or in a team environment.

Understands and implements quality control techniques.

Provides trade guidance and assistance as part of a work team.

Exercises trade skills relevant to specific requirements of the enterprise at a level higher than Engineering Tradesperson - Level I.

Tasks which an employee at this level may perform are subject to the employee having the appropriate Trade and Post Trade Training to enable the particular tasks to be performed.

Wage Group C 8

Special Class Engineering Tradesperson - Level I

(Relativity to C 10 - 110%)

Special Class Engineering Tradesperson (Electrical/Electronics) - Level I; or

Special Class Engineering Tradesperson (Mechanical) - Level I; or

Special Class Engineering Tradesperson (Fabrication) - Level I,

who has completed the following training requirements -

six appropriate modules in addition to the training requirements for a C 10 level; or

six appropriate modules towards an Advanced Certificate; or

six appropriate modules towards an Associate Diploma,

as prescribed in the Implementation Manual.

A Special Class Engineering Tradesperson - Level I works above and beyond a Tradesperson at C 9 and to the level of his/her training -

Exercises the skills attained through satisfactory completion of the training for this classification, subject to the standards prescribed by the Implementation Manual.

Provides trade guidance and assistance as part of a work team.

Assists in the provision of training in conjunction with supervisors and trainers.

Understands and implements quality control techniques.

Works under limited supervision, either individually or in a team environment.

The following tasks are indicative of what an employee at this level may perform, subject to the employee having the appropriate Trade and Post Trade Training to enable the particular tasks to be performed -

Exercises high precision trade skills using various materials and/or specialised techniques.

Performs operations on a CAD/CAM terminal in the performance of routine modifications to NC/CNC programmes.

High voltage switching.

Works on complex machinery and equipment which utilises hydraulic and/or pneumatic principles and who, in the course of such work, is required to read and understand hydraulic and/or pneumatic circuitry which controls fluid power systems; or

Works on complex or intricate electrical circuitry which involves examining, diagnosing and modifying systems comprising interconnected circuits.

Wage Group C 7

Special Class Engineering Tradesperson - Level II

(Relativity to C 10 - 115%)

An employee who is a -

Special Class Engineering Tradesperson (Electrical/Electronics) - Level II; or

Special Class Engineering Tradesperson (Mechanical) - Level II; or

Special Class Engineering Tradesperson (Fabrication) - Level II;

who has completed one of the following training requirements -

three appropriate modules in addition to the training requirements for a C 8 level; or

nine appropriate modules towards an Advanced Certificate; or

nine appropriate modules towards an Associate Diploma,

as prescribed in the Implementation Manual.

An Engineering Tradesperson Special Class - Level II works above and beyond a Tradesperson at C 8 and to the level of his/her training -

Exercises the skills attained through satisfactory completion of the training for this classification, subject to the standards prescribed by the Implementation Manual.

Is able to provide trade guidance and assistance as part of a work team.

Provides training in conjunction with supervisors and trainers.

Understands and implements quality control techniques.

Works under limited supervision, either individually or in a team environment.

The following tasks are indicative of what an employee at this level may perform, subject to the employee having the appropriate Trade and Post Trade Training to enable the particular tasks to be performed -

Works on machines or equipment which utilise complex electrical/electronic, mechanical, hydraulic and/or pneumatic circuitry and controls, or a combination thereof.

Works on machinery or equipment which utilises complex electrical/electronic circuitry and controls.

Works on instruments which make up a complex control system which utilises some combination of electrical, electronic, mechanical or fluid power principles.

Applies advanced computer numerical control techniques in machining or cutting or welding or fabrication.

Exercises intermediate CAD/CAM skills in the performance of routine modifications to programmes.

Works on complex or intricate interconnected electrical circuits at a level above C 8.

Works on complex radio/communication equipment.

N.B. The Post Trade Certificate referred to in this definition is not directly comparable with existing post trade qualifications and the possession of such qualification does not in itself justify classification of a tradesperson to this level.

Wage Group C6

Advanced Engineering Tradesperson - Level I

(Relativity to C10 - 125%)

An Advanced Engineering Tradesperson - Level I means an -

Advanced Engineering Tradesperson

(Electrical/Electronic) - Level I; or

Advanced Engineering Tradesperson

(Mechanical) - Level I; or

Advanced Engineering Tradesperson

(Fabrication) - Level I;

who has completed -

12 appropriate modules towards an Advanced Certificate; or

12 appropriate modules towards an Associate Diploma; or

Equivalent accredited training,

prescribed in the Implementation Manual.

An Advanced Engineering Tradesperson - Level I works above and beyond a Tradesperson at C7 and to the level of training -

Undertakes quality control and work organisation at a level higher than C7.

Provides trade guidance and assistance as part of a work team.

Assists in the training of employees in conjunction with supervisors/trainers.

Performs maintenance planning and predictive maintenance work other than in technical fields.

Works under limited supervision, either individually or in a team environment.

Prepares reports of a technical nature on specific tasks or assignments as directed.

Exercises broad discretion within the scope of this level.

The following are indicative of tasks which an employee at this level may perform, subject to the employee having the appropriate Trades and Post Trades Training to enable the particular tasks to be performed -

Works on combinations of machines or equipment which utilises complex electronic, mechanical and fluid power principles.

Works on instruments which make up a complex control system which utilise some combination of electrical, electronic, mechanical or fluid power principles and electronic circuitry containing complex analogue and/or digital control systems utilising integrated circuitry.

Application of computer integrated manufacturing techniques involving a higher level of computer operating and programming skills than for Level C7.

Works on various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems using integrated circuitry.

Wage Group C 5

Advanced Engineering Tradesperson - Level II

(Relativity to C10 - 130%)

An Advanced Engineering Tradesperson - Level II means an -

Advanced Engineering Tradesperson

(Electrical/Electronic) - Level II; or

Advanced Engineering Tradesperson

(Mechanical) - Level II; or

Advanced Engineering Tradesperson

(Fabrication) - Level II;

who has completed -

An Advanced Certificate; or

15 modules or second year part time towards an Associate Diploma; or

Equivalent accredited training,

as prescribed in the Implementation Manual.

An Advanced Engineering Tradesperson - Level II works above and beyond a Tradesperson at C 6 and to the level of their training -

Provides technical guidance or advice within the scope of this level.

Prepares reports of a technical nature on specific tasks or assignments as directed, or within the scope of discretion at this level.

Has an overall knowledge and understanding of the operating principle of the systems and equipment on which the Tradesperson is required to carry out his/her task.

Assists in the provision of on-the-job training in conjunction with supervisors and trainers.

The following are indicative of the tasks an employee at this level may perform, subject to the employee having the appropriate Trade and Post Trade Training to enable the particular tasks to be performed -

Through a systems approach is able to exercise high level diagnostic skills on complex forms of machinery, equipment and instruments which utilise some combination of electrical, electronic, mechanical or fluid power principles.

Sets up, commissions, maintains and operates sophisticated maintenance, production and test equipment and/or systems involving the application of computer operating skills at a higher level than C 6.

Works on various forms of machinery and equipment electronically controlled by complex digital and/or analogue control systems using integrated circuitry.

Works on complex electronics or instruments or communications equipment or control systems which utilise electronic principles and electronic circuitry containing complex analogue and/or digital control systems using integrated circuitry.

- (3) Provided that the classification structure and definitions contained in subclause (2) hereof do not apply to employees employed by the Building Management Authority.

6. - CONTRACT OF SERVICE

- (1) The contract of service shall be by the week and shall be terminable by one week's notice on either side or by the payment or forfeiture, as the case may be, of a week's wage in lieu of such notice.
- (2) The contract of service for a casual employee shall be by the hour. Provided that the minimum engagement shall be two hours.
- (3) The employer shall be under no obligation to pay for any day not worked on which the employee is required to present himself for duty, except where such absence from work is due to illness and comes within the provisions of Clause 24. - Sick Leave or such absence is on account of holidays to which the employee is entitled under the provisions of this award.
- (4) (a) This clause does not affect an employer's right to dismiss an employee for misconduct and an employee so dismissed shall be paid wages up to the time of dismissal only.
- (b) In the case of dismissal for misconduct, the reason for such dismissal must be given in writing.
- (5) (a) All employees shall be guaranteed a full week's work, however, an employer is entitled to deduct payment for any day or portion of a day on which an employee cannot be usefully employed because of a strike by any of the unions party to this award or by any other union or association or through the breakdown of the employer's machinery or through any stoppage of work by any cause which the employer cannot reasonably prevent.

- (b) Provided that an employer shall be entitled to employ only such employees (if any) it considers can be usefully employed and for such hours as it considers necessary, and during such period no employee shall be entitled to payment except for work actually performed provided that employees who are required to attend for work and do so attend as required on any day, shall be paid a minimum of one day's pay at ordinary rates.
- (c) Any employee stood down in accordance with the foregoing provision shall not lose any sick leave credit or other rights or privileges to which such employee would ordinarily be entitled under this award, provided such employee resumes work as required after such standdown and provided that this provision does not entitle an employee to payment for any holiday occurring during such period of standdown if that period of standdown is due to industrial action as outlined in paragraph (a) above.
- (6) (a) An employer may direct an employee to carry out such duties which are within the limits of the employee's skill, competence and training, including work which is incidental or peripheral to the employee's main tasks or functions, provided that such duties are not designed to promote de-skilling.
- (b) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.
- (c) Any direction issued by an employer pursuant to paragraphs (a) and (b) of this subclause shall be consistent with the provisions of the Occupational Health, Safety and Welfare Act, 1984-1987, as amended.
- (7) By agreement between the employer and the employee concerned, the notice or payment prescribed herein may be varied either in whole or in part.

7. - HIGHER DUTIES

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

Provided however, that no higher duties will be paid to employees who are required to act in any position within the establishment of the employer whilst the permanent occupant is on a rostered day off duty as prescribed by Agreements or Awards relating to 38 hour week provisions or in the case of Government Officers, flexible working arrangements which contain provisions for a rostered day off duty.

8. - CASUAL AND PART-TIME EMPLOYEES

- (1) Casual employees
 - (a) A "casual employee" shall mean an employee who is engaged on an hourly basis for a period not exceeding four weeks in any workplace.
 - (b) When an employee is appointed on a casual basis and before they are so engaged, they shall be informed of their casual status and their conditions of employment.
 - (c) The minimum period of engagement for a casual employee shall be two hours.
 - (d) A casual employee shall be paid a loading of 20 per cent in addition to the rates prescribed in the First Schedule - Wages of this award, reduced to an hourly basis. This loading shall be in lieu of annual leave, sick leave and public holidays.
- (2) Part time employees

- (a) “Part time employee” means an employee who undertakes work for less than the hours designated as full time by Clause 13. – Hours of Duty.
- (b) At the time of engagement, or when a full time employee undertakes a period of part time employment, the employer and the part time employee will agree in writing on a regular pattern of work, specifying the hours worked each day, which days of the week the employee will work, and the actual starting and finishing times each day. Rostered employees shall be informed of their minimum hours of engagement and the basis upon which rosters are formulated. An agreement concerning a part time employee’s ordinary hours of work shall be consistent with the relevant provisions of Clause 13. – Hours of Duty.
- (c) The employer and employee may agree, in writing, to a temporary variation to an employee’s ordinary working hours such that:
 - (i) time worked up to eight hours on any day is not to be regarded as overtime but an extension of the agreed hours for that day and should be paid at the normal rate of pay;
 - (ii) additional days worked, up to a total of five days per week, are regarded as an extension of the agreed hours and should be paid at the normal rate of pay;
 - (iii) additional hours worked for which overtime is not paid shall be considered as part of the employee’s ordinary working hours; and
 - (iv) any time worked beyond the relevant daily spread of hours and/or days of the week as prescribed in Clause 13 shall be considered overtime.
- (d) Nothing in this Clause prevents the employer and employee from agreeing, in writing, to a permanent variation to the part time employee’s ordinary working hours as established under Clause 8(2)(b).
- (e) A part time employee shall be entitled to the same entitlements as a full time employee, to be provided on a pro rata basis according to the hours worked by the employee.
- (f) A part time employee shall remain entitled to leave accrued in respect of a previous period of full time employment, in such periods and manner as specified in Clause 23. - Annual Leave.
- (g) A full time employee shall be paid for and take any annual leave accrued in respect of a period of part time employment under this subclause, in such periods and manner as specified in Clause 23. - Annual Leave, as if the employee were working part time in the class of work the employee was performing as a part time employee immediately before resuming full time work
- (h) Provided that, by agreement between the employer and employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee’s current full time rate.
- (i) A part time employee shall have sick leave entitlements which have accrued under Clause 24. - Sick Leave (including any entitlement accrued in respect of previous full time employment) converted into hours. When this entitlement is used, whether as a part time employee or as a full time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.

9. - UNDER-RATE EMPLOYEES

- (1) Any employee who by reason of old age or infirmity is unable to earn the minimum wage may be paid such lesser wage as may from time to time be agreed upon in writing between the union and the employer.

- (2) In the event of no agreement being arrived at, the matter may be referred to the Board of Reference for determination.
- (3) After application has been made to the Board, and pending the Board's decision the employee shall be entitled to work for and be employed at the proposed lesser rate.

10. - NO NEW DESIGNATIONS

No new designation shall be introduced during the currency of this award so as to reduce the status of any employee covered thereby.

11. - NO REDUCTION

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

12. - APPRENTICES

- (1) Apprentices may be taken in the ratio of one apprentice for every two or fraction of two (the fraction being not less than one) journeymen and shall not be taken in excess of that ratio unless -
 - (a) The union or unions concerned so agree; or
 - (b) The Commission so determines.
- (2) Where an apprentice's rostered day off duty as prescribed in Clause 12. - Hours of Duty falls within a period of block release, an alternative rostered day off will be arranged at a mutually convenient time to the employer and the apprentice.

13. - HOURS OF DUTY

- (1)
 - (a) The provisions of this subclause apply to all employees other than those engaged on continuous shift work.
 - (b) The ordinary hours of work may be worked on any or all days of the week Monday to Friday inclusive and, except in the case of shift employees, shall be worked between the hours of 6.00 a.m. and 6.00 p.m. Provided that the actual ordinary hours of work shall be determined by agreement between the employer and the majority of employees in the work section or sections concerned. Provided further that work done prior to the spread of hours fixed in accordance with this subclause, for which overtime rates are payable, shall be deemed to be part of the ordinary hours of work.
 - (c) Except as provided elsewhere in this Award the ordinary working hours shall be an average of thirty eight hours per week to be worked in accordance with the following provisions -
 - (i) Four Week Cycle: The ordinary working hours shall be worked in a 20 day four week cycle, Monday to Friday inclusive, being 19 working days of eight hours each and 0.4 of one hour on each day worked accruing as an entitlement to take the fourth Monday in each cycle as a paid day off; or
 - (ii) by agreement between the parties, the ordinary working hours shall be 76, worked over nine days per fortnight, exclusive of Saturdays and Sundays, with the tenth day to be taken as an unpaid rostered day off.

- (d) Where the first night shift in any week commences on Monday night, the night shift commencing on Friday and finishing not later than 8.00 a.m. on Saturday of that week, shall be deemed to have been worked on the Friday.
- (e)
 - (i) In any arrangement of ordinary hours, where working hours are to exceed eight on any day the spread of hours shall be subject to agreement between the employer and the majority of employees in the section or sections concerned.
 - (ii) By arrangement between the employer, union or unions concerned and the majority of employees in the relevant section or sections, ordinary hours, not exceeding 12 on any day, may be worked subject to -
 - (aa) the employer and the employees being guided by the Occupational Health and Safety Provisions of the ACTU Code of Conduct on 12-hour shifts;
 - (bb) proper health monitoring procedures being introduced;
 - (cc) suitable roster arrangements being made; and
 - (dd) proper supervision being provided.
- (f)
 - (i) Subject to the provisions of this paragraph, a rest period of seven minutes from the time of ceasing to the time of resumption of work shall be allowed each morning.
 - (ii) The rest period shall be counted as time off duty without deduction of pay and shall be arranged at a time and in a manner to suit the convenience of the employer.
 - (iii) Refreshments may be taken by employees during the rest period but the period of seven minutes shall not be exceeded under any circumstances.
 - (iv) An employer who satisfies the Commission that any employee has breached any condition expressed or implied in this paragraph may be exempted from liability to allow the rest period.
- (g) The ordinary hours of work shall be consecutive, except for a meal interval which shall not exceed one hour.
 - (i) An employee shall not be required to work for more than five hours without a break for a meal, provided that by agreement between the employer and the majority of employees in the section or sections concerned, employees may be required to work in excess of five hours, but not more than six hours, at ordinary rates of pay, without a meal break.
 - (ii) The time of taking a scheduled meal or rest break by one or more employees may be altered by the employer if it is necessary to do so in order to meet a requirement for continuity of operations.
 - (iii) The employer may stagger the time of taking a meal or rest break to meet operational requirements or to coincide with the availability of canteen or other facilities.
 - (iv) Subject to the provisions of subparagraph (i) hereof, an employee engaged as a regular maintenance person shall work during meal breaks at ordinary rates of pay whenever instructed so to do for the purpose of rectifying a breakdown of plant, or for routine maintenance of plant which can only be done while such plant is idle.
 - (v) Except as provided in subparagraphs (i) and (iv) hereof and except where an alternative arrangement has been entered into as a result of discussions as prescribed by Clause 37. - Structural Efficiency, time and a half rates shall be paid for all work done during meal hours and thereafter until a meal break is taken.

- (2)
 - (a) The provisions of this subclause apply only to employees engaged on continuous shift work.
 - (b) Forty hours (inclusive of crib time) shall constitute a week's work to be worked in five shifts of eight hours each. Provided that this clause shall be deemed to have been complied with if the ordinary working hours do not exceed eighty hours per fortnight to be worked in shifts of eight hours each. For the purpose of this proviso a "fortnight" means any two consecutive weekly pay periods.
 - (c) 0.4 of one hour of each such shift worked shall accrue at ordinary time rates as an entitlement to take the twentieth day off in each four weekly cycle as a rostered day off, paid for as though worked.
 - (d)
 - (i) In any arrangement of ordinary hours, where working hours are to exceed eight on any shift the spread of hours shall be subject to agreement between the employer and the majority of employees in the section or sections concerned.
 - (ii) By arrangement between the employer, union or unions concerned and the majority of employees in the relevant section or sections, ordinary hours, not exceeding 12 on any day, may be worked subject to -
 - (aa) the employer and the employees being guided by the Occupational Health and Safety Provisions of the ACTU Code of Conduct on 12-hour shifts;
 - (bb) proper health monitoring procedures being introduced;
 - (cc) suitable roster arrangements being made; and
 - (dd) proper supervision being provided.
- (3)
 - (a) The provisions of this subclause relate to work arrangements which result from the introduction of a 38 hour week.
 - (b) Where such agreed rostered day off in each ten or twenty day work cycle falls on a Public Holiday as prescribed in Clause 22. - Holidays, the next working day shall be taken in lieu of the rostered day off unless an alternate day in that four weekly cycle or nine day fortnight is agreed in writing between the employer and employee.
 - (c) Except as provided elsewhere in this Award, each day of paid leave taken and any Public Holiday occurring during any four week cycle shall be regarded as a day worked for the purpose of calculating the accrual towards the rostered day off on the twentieth day.
 - (d) Except as provided elsewhere in this Award an employee who has not worked or is not regarded by reason of subclause (3)(c) above as having worked a complete 19 day four week cycle shall receive pro rata accrued entitlements for each day worked in such cycle, payable for the rostered day off.
 - (e) Maintenance of Rosters
 - (i) The employer is responsible for the preparation of the roster which will allow one day off in each ten or 20 working day cycle as the case may be, for employees. The maintenance of the rosters shall be the responsibility of the employer and alterations may be made to meet the needs of the employer.
 - (ii) Any dispute concerning rosters shall be referred to a meeting of the employer and the unions concerned.
 - (f) Should it not be possible because of the operational requirements of the employer, for an employee to take a rostered day off when it falls due as specified in this clause, the employee will be re-rostered for another day off duty within ten working days unless such other time is agreed between the employer and the employee.

The rostered day off shall be the first or last working day of the week unless another day is agreed between the employer and employee.

- (g) As a result of the introduction of the 38 hour week 19 day work cycle there will be no entitlement to payment for time accrued towards a rostered day off on either termination or dismissal, nor will there be any requirement to accumulate a full credit prior to being entitled to a rostered day off.

14. - OVERTIME

- (1)
 - (a) The provisions of this subclause apply to all employees other than those engaged on continuous shift work.
 - (b) Except as hereinafter provided, all time worked in excess of or outside of the usual working hours on any day shall be paid for at the rate of time and a half for the first two hours and double time thereafter.
 - (c) Where work is done on Saturdays, the employee shall be paid at the rate of time and a half for the first two hours and double time thereafter, but if work is performed on a Sunday, or after 12 noon on a Saturday the worker shall be paid double time for all time so worked but this paragraph does not apply in a case to which paragraph (c) of subclause (1) of Clause 13. - Hours of Duty applies.
 - (d) When an employee is required for duty during his usual meal time, he shall be paid at overtime rates until he gets his meal.
 - (e) In computing overtime each day shall stand-alone but when an employee works overtime which continues beyond midnight on any day, the time worked after midnight shall be deemed to be part of the previous day's work for the purpose of this subclause.
- (2)
 - (a) The provisions of this subclause apply only to employees engaged on continuous shift work.
 - (b) Subject to the provisions of paragraph (c) of this subclause all time worked in excess of or outside the ordinary working hours as prescribed, or on a shift other than a rostered shift, shall be paid for at the rate of double time, except where an employee is called upon to work a sixth shift in not more than one week in any four weeks, when he shall be paid for such shift at time and a half for the first four hours and double time thereafter.
 - (c) Time worked in excess of the ordinary working hours shall be paid for at ordinary rates -
 - (i) if it is due to private arrangements between the employees themselves; or
 - (ii) if it does not exceed two hours and is due to a relieving man not coming on duty at the proper time; or
 - (iii) if it is for the purpose of effecting the customary rotation of shifts.
- (3) The provisions of this subclause apply to all employees.
 - (a) Overtime provisions will not apply until the ordinary hours which includes the daily accrual time towards a rostered day off as provided in Clause 13. - Hours of Duty, have been worked.
 - (b) Overtime on shift work shall be based on the rate payable for shift work.
 - (c)
 - (i) 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 on successive days.

- (ii) 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 their ordinary work on the next day that he/she has not had at least ten consecutive hours off duty between those times shall, subject to this paragraph, be released after completion of such overtime until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (iii) If, on the instructions of their employer, such an employee resumes or continues work without having had such ten consecutive hours off duty, he/she shall be paid at double time rates until he/she is released from duty for such period and he/she shall then be entitled to be absent until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (iv) Where an employee (other than a casual employee or an employee engaged on continuous shift work) is called into work on a Sunday or holiday preceding an ordinary working day, he/she shall, wherever reasonably practicable, be given ten consecutive hours off duty before their usual starting time on the next day. If this is not practicable then the provisions of subparagraphs (ii) and (iii) of this paragraph shall apply mutatis mutandis. Provided that overtime worked as a result of a recall, shall not be regarded as overtime for the purpose of this paragraph, when the actual time worked is less than three hours on such recalls or on each of such recalls.
- (v) The provisions of this paragraph shall apply in the case of shift employees who rotate from one shift to another, as if eight hours were substituted for ten hours when overtime is worked -
 - (aa) for the purpose of changing shift rosters; or
 - (bb) where a shift employee does not report for duty; or
 - (cc) where a shift is worked by arrangement between the employees themselves.
- (d) When an employee is recalled to work after leaving the job -
 - (i) He/she shall be paid for at least three hours at overtime rates provided that employees of Transperth shall not be obliged to work for the three hours if the job for which he/she has been recalled has been completed in less time;
 - (ii) Time reasonably spent in getting to and from work shall be counted as time worked.
- (e) Subject to the provisions of paragraph (f) of this subclause, an employee required to work overtime for more than one hour shall be supplied with a meal by the employer or be paid \$12.50 for a meal if, owing to the amount of overtime worked, a second or subsequent meal is required, they shall be supplied with each such meal by the employer or be paid \$8.80 for each meal so required.
- (f) The provisions of paragraph (e) of this subclause do not apply -
 - (i) in respect of any period of overtime for which the employee has been notified on the previous day or earlier that he will be required; or
 - (ii) to any employee who lives in the locality in which the place of work is situated in respect of any meal for which he can reasonably go home.
- (g) If an employee to whom subparagraph (i) of paragraph (f) of this subclause applies has, as a consequence of the notification referred to in that subclause, provided himself with a meal or

meals and is not required to work overtime or is required to work less overtime than the period notified, he shall be paid, for each meal provided and not required, the appropriate amount prescribed in paragraph (e) of this subclause.

- (h) An employee required to work continuously from 12 midnight to 6.30 a.m. and ordered back to work at 8.00 a.m. the same day shall be paid \$5.80 for breakfast.
- (i) (i) An employer may require any employee to work reasonable overtime at overtime rates, and such employee shall work overtime in accordance with such requirements.
(ii) No union or association party to this award, or employee or employees covered by this award, shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this paragraph.
- (j) The provisions of this subclause do not operate so as to require payment of more than double time rates, or double time and a half on a holiday prescribed under this award, for any work except and to the extent that the provisions of Clause 17. - Special Rates and Provisions of this award apply to that work.
- (4) The provisions of this clause do not apply to employees employed by the Department of Conservation and Land Management when they are instructed by the employer to attend fire service and so attend. The existing custom and practice shall apply in such circumstances.
- (5) Notwithstanding the foregoing provisions of this clause -
 - (a) Systematic overtime in the State Engineering Works and Jewell Street Workshops of the Plant Engineer shall not be worked but in the case of emergency as hereinafter defined overtime may be worked in such workshops aforesaid subject to the following terms and conditions:

The term emergency includes -

 - (i) a condition caused by a breakdown of machinery or plant which, unless repaired outside ordinary working hours, will hold up normal production;
 - (ii) a condition due to bottleneck in production; and
 - (iii) work being required within a specific time which cannot be completed by employing extra employees or by working shifts.
 - (b) When the employer intends to work overtime on a minor job, i.e. a job which does not involve more than nine hours' overtime per man per week, he shall notify the appropriate shop steward of that portion of the establishment in which it is proposed to work overtime. The shop steward shall be advised of the nature of the emergency, the day or days upon which overtime is to be worked, the names of the men required to work and the number of hours which will be involved. The shop steward may consult with the management if he requires further information and after advising his shop stewards, convenor or senior shop steward, as the case may be, decide whether or not in his opinion the proposed overtime is warranted. If the shop steward agrees with the employer's proposal, or any variation thereof, which the employer is prepared to accept, overtime shall be worked accordingly. If the shop steward considers that the proposed overtime is not warranted, he shall forthwith advise the employer, who may refer the matter to the union secretary or secretaries for review, which secretary or secretaries shall deal with the matter forthwith and if the union secretary or secretaries confirm the shop steward's decision, to the Board of Reference. If the union secretary or secretaries support the employer, or the Board of Reference so decides, overtime shall be worked accordingly.
 - (c) Where the employer intends to work overtime on a major job he shall notify the union secretary or secretaries supplying all relevant particulars. The employer shall be advised of the decision of the union secretary or secretaries within twenty-four hours of such notification, and if consent to the proposed overtime is refused the employer may refer the matter to the

Board of Reference. If the decision of the union secretary or secretaries in the first instance, or the Board of Reference on appeal is in favour of the employer's proposal, overtime shall be worked accordingly.

- (d) Notwithstanding anything hereinbefore contained, all overtime worked shall be rostered amongst available employees, and no employee shall be required to work more than nine hours overtime in any one week on a minor job or the maximum number of hours agreed to by the union secretary or secretaries or decided upon by the Board of Reference on a major job.
 - (e) No employee shall be required to work shifts on more than seven consecutive days without the approval of the officers of the union concerned.
 - (f) In the event of an employee being required to work shifts on eight consecutive days, he shall be rostered off duty on the whole of the ninth day without deduction of wages.
 - (g) When a number of employees are required to work shifts on the eighth day and the shop would be disorganised by the standing off of the whole of the employees concerned on the ninth day, by agreement between the employer and the employees, the employees shall be rostered off duty for one shift within six days of the conclusion of the job.
- (6) Employees in such areas as agreed between the parties may be rostered for stand by duty outside of the ordinary hours of work and, in addition to any payment due under this award for any overtime worked, each employee so rostered for stand by duty shall be paid -
- (a) Three hours pay at ordinary rates if he is rostered on any day Monday to Friday inclusive.
 - (b) Four hours pay at ordinary rates if he is rostered on a Saturday or a Sunday.
 - (c) Three hours pay at ordinary rates plus a day in lieu if he is rostered on a holiday.
- (7) Should stand by rates be applicable on a rostered day off duty prescribed in Clause 13. - Hours of Duty, then payment shall be made at the Monday to Friday rate referred to in subclause (6)(i) of this clause.
- (8) (a) An employee required to work on a day observed as a rostered day off as provided in Clause 13. - Hours of Duty of this award, shall be re-rostered for another day off within ten working days in lieu of overtime rates prescribed in this clause. A rostered day will be the first or last working day of the week unless another day is agreed between the employer and employee.
- (b) Provided that, should the employer and employee so agree, the time involved may be treated and paid as overtime in accordance with the other provisions of this clause.
- (c) Provided further, that where an employee works on a rostered day off for less than one complete day then the employee shall be paid in accordance with the call out provisions.
- (9) The provisions of this clause do not apply to a casual or part-time employee as defined in Clause 8. - Casual and Part-Time Employees of this award.

15. - SHIFT WORK

- (1) The provisions of this clause apply to shift work whether continuous or otherwise.
- (2) The employer may, if he so desires, work any of his employees on shifts, but before doing so, shall give notice of his intention to the union or unions concerned and of the intended starting and finishing times of ordinary working hours of the respective shifts.
- (3) (a) Where work is carried out on afternoon or night shifts and less than five consecutive afternoon or five consecutive night shifts are worked, then employees employed on such afternoon or night shift shall be paid as follows:

Monday to Friday - at the rate of time and one half for the first two hours and double time thereafter.

Saturday and Sunday - at the rate of double time.

- (b) The work on afternoon or night shift shall be deemed to be consecutive when less than five shifts are worked as the result of any authorised absence from work, whether paid or unpaid, or the fact that work on the afternoon or night shift is not carried out on a Saturday or Sunday.
 - (c) Provided that this subclause does not apply to electrical workshop employees of the Main Roads Department.
- (4) Subject to the provisions of paragraph (c) of subclause (1) of Clause 12. - Hours of Duty where a shift commences on or after 10.00 p.m. on any day the whole of the shift shall be deemed, for the purposes of this award, to have been worked on the following day.
- (5) (a) When shift work is required at the State Engineering Works the rate for afternoon or night shift shall be time and a quarter.
- (b) In any other case a shift employee when engaged on afternoon or night shift shall be paid, per shift of eight hours, a loading at the rate of fifteen per cent of one-fifth of the rate of wage for the classification in which that employee is employed as set out in the First Schedule to this award.
- (c) Monday to Friday shift penalties shall apply to employees rostered to work on the rostered day off as prescribed in Clause 13. - Hours of Duty.
- (6) Subject to the provisions of this award all work performed on a rostered shift, when the major portion of such shift falls on a Saturday, Sunday or a holiday, shall be paid for as follows :-
- | | | |
|----------|---|--|
| Saturday | - | at the rate of time and one half |
| Sunday | - | at the rate of time and three quarters |
| Holidays | - | at the rate of double time |

These rates shall be paid in lieu of the shift allowance prescribed in paragraph (b) of subclause (5) of this clause.

- (7) A continuous shift employee who is not required to work on a holiday which falls on a day off prescribed in the shift roster, shall be allowed a day's leave with pay to be added to his annual leave or taken at some other time if the employee so agrees.
- (8) The provisions of this clause do not apply to employees employed as Tool and Material Store person by the Minister of Education.

16. - PAYMENT OF WAGES

- (1) Each employee shall be paid the appropriate rate shown in the First Schedule to this award. Payment shall be pro rata where less than the full week is worked.
- (2) When an employee is discharged before the usual pay day he shall be paid his wages when he ceases work, or it shall be forwarded to his address the day after by registered post, at the employer's risk, unless the employee desires to collect at the office.
- (3) Employees covered by this award and employed by the Board of Management, Royal Perth Hospital or Board of Management, Princess Margaret Hospital may, at the discretion of the employer, be paid fortnightly.

17. - SPECIAL RATES AND PROVISIONS

- (1) Height Money: An employee shall be paid an allowance of \$2.70 for each day in which they work at a height of 15.5 metres or more above the nearest horizontal plane, but this provision does not apply to linespersons nor to riggers and splicers in ships or buildings.
- (2) Dirt Money: Dirt Money of 56 cents per hour shall be paid as follows:-
 - (a) To employees employed on hot or dirty locomotives, or stripping locomotives, boilers, steam, petrol, diesel or electric cranes, or when repairing Babcock and Wilcox or other stationary boiler in site (except repairs on bench to steam and water mounting), or when repairing the conveyor gear in conduit of power houses and when repairing or overhauling electric or steam pile-driving machines and boring plants.
 - (b) Bitumen Sprayers - Large Units:
 - (i) To employees whilst engaged on work appertaining to the spraying of bitumen but exclusive of the standard chassis engine from the front end of the main tank to the back end of the plant. Provided that work on the compressor and its engines shall not be subject to dirt money.
 - (ii) To motor mechanics in the motor section for all work performed on the standard chassis from and including the sump to the rear end of the chassis, but excluding the engine and parts forward thereto unless the work is of a specially dirty nature, where clothes are necessarily unduly soiled or damaged by the nature of the work done. Provided that to employees engaged as above on sprays of the Bristow type, dirt money of 63 cents per hour shall be paid.
 - (c) Bitumen Sprayers - Small Units:
 - (i) To employees for work done on main tank, its fittings, pump and spray arms.
 - (ii) To motor mechanics on work from and including the sump to the rear end of the chassis, but excluding the engine and parts forward thereto unless the work is of a specially dirty nature where clothes are necessarily unduly soiled or damaged by the nature of the work done.
 - (d) To employees on all other dirty tar sprays and kettles.
 - (e) Diesel Engines: Work on engines, or on gear box attached to engines, but excluding work on rollers (wheels) on which a diesel powered roller travels.
 - (f) Dirt Money shall only be paid during the stages of dismantling and cleaning and shall not cover employees who receive portions of the work after cleaning has taken place.
 - (g) Notwithstanding anything contained in the foregoing provisions, dirt money shall not be paid unless the work is of an exceptionally dirty nature where clothes are necessarily unduly soiled or damaged by the nature of the work done.
- (3) Confined Space:

72 cents per hour extra shall be paid to an employee working in any place, the dimensions of which necessitate the employee working in an unusually stooped or otherwise cramped position, or where confinement within a limited space is productive of unusual discomfort.
- (4) Any employee actually working a pneumatic tool of the percussion type shall be paid 36 cents per hour extra whilst so engaged.

- (5) Hot Work: An employee shall be paid an allowance of 56 cents per hour while working in the shade in any place where the temperature is raised by artificial means to between 46.1 and 54.4 degrees Celsius.
- (6) (a) Where, in the opinion of the Board of Reference, the conditions under which work is to be performed are, by reason of excessive heat, exceptionally oppressive, the Board may -
- (i) fix an allowance, or allowances, not exceeding the equivalent of half the ordinary rate;
 - (ii) fix the period (including a minimum period) during which any allowance so fixed is to be paid; and
 - (iii) prescribe such other conditions, relating to the granting of rest periods, as the Board sees fit.
- (b) The provisions of paragraph (a) of this subclause do not apply unless the temperature in the shade at the place of work has been raised by artificial means beyond 54.4 degrees Celsius.
- (c) An allowance fixed pursuant to paragraph (a) of this subclause includes any other allowance which would otherwise be payable under this clause.
- (7) Boiler Work -
- An employee required to work in a boiler which has not been cooled down shall be paid at the rate of time and one-half for each hour or part of an hour so worked in addition to any allowance to which he/she may be entitled under subclauses (2) and (3) of this clause.
- (8) Any employee working in water over their boots or, if gumboots are supplied, over the gumboots, shall be paid an allowance of \$1.70 per day.
- (9) Employees using Anderson-Kerrick steam cleaning units or unit of a similar type on cranes or other machinery shall be paid an allowance of 56 cents.
- (10) Well Work: Any employee required to enter a well nine metres or more in depth for the purpose in the first instance of examining the pump, or any other work connected therewith, shall receive an amount of \$3.45 for such examination and \$1.23 per hour extra thereafter for fixing, renewing or repairing such work.
- (11) Ship Repair Work: Any employee engaged in repair work on board ships shall be paid an additional \$6.15 per day for each day on which so employed.
- (12) An employee shall, whilst working in double bottom tanks on board vessels, be paid an allowance of \$2.37 per hour.
- (13) An employee shall, whilst using explosive powered tools, be paid an allowance of 21 cents per hour, with a minimum payment of \$1.50 per day.
- (14) Abattoirs -
- An employee employed in and about an abattoir shall be paid an allowance calculated at the rate of \$19.30 per week. The allowance shall be paid during overtime but shall not be subject to penalty additions. An employee receiving this allowance is not entitled to any other allowance under this clause. The allowance prescribed herein may be reduced to \$18.00 with respect to any employee who is supplied with overalls by the employer.
- (15) Employees engaged to iron ore and manganese or loading equipment at the Geraldton Harbour shall be paid an allowance of 60 cents per hour, with a minimum payment for four hours.

(16) Morgues -

An employee required to work in a morgue shall be paid 60 cents per hour or part thereof, in addition to the rates prescribed in this clause.

(17) Special Rates Not Cumulative -

Where more than one of the disabilities entitling an employee to extra rates exists on the same job the employer shall be bound to pay only one rate, namely - the highest for the disabilities so prevailing.

Provided that this subclause shall not apply to confined space, dirt money, height money or hot work, the rates for which are cumulative. Provided further that this subclause shall not operate so as to prevent the payment of the allowance prescribed for ship repair work in addition to the extra rate prescribed for confined space (but only if the employer and the employee agree that the degree of discomfort is so exceptional as to warrant the payment of this extra rate in addition to the allowance for ship repair work) or for pneumatic tools, or boiler work.

(18) The work of an electrical fitter shall not be tested by an employee of a lower grade.

(19) An employee required to repair or maintain incinerates shall be paid \$3.65 per unit.

(20) Protective Equipment -

(a) The employer shall make available a sufficient supply of protective equipment (as for example hand screens, goggles, glasses, gloves, aprons, leggings, gumboots and oilskins) for use by employees when engaged on work for which some protective equipment is reasonably necessary.

(b) Every employee shall sign an acknowledgement on receipt thereof, but such equipment shall at all times remain the property of the employer.

(c) During the time the same are on issue to the employee he/she shall be responsible for any loss or damage thereto, fair wear and tear attributable to ordinary use excepted.

(d) No employee shall lend another employee any protective equipment issued to such first mentioned employee, and if the same are lent both the lender and the borrower shall be deemed guilty of wilful misconduct.

(e) Before any protective equipment which has been used by an employee is reissued by the employer to another employee it shall, where necessary, be effectively sterilised.

(f) Protective cream shall be supplied to moulders when considered necessary by the employer.

(21) (a) Subject to the provisions of this clause, an employee whilst employed on foundry work shall be paid a disability allowance of 42 cents for each hour worked to compensate for all disagreeable features associated with foundry work, including heat, fumes, atmospheric conditions, sparks, dampness, confined space and noise.

(b) The foundry allowance herein prescribed shall be in lieu of any payment otherwise due under this clause and does not in any way limit an employer's obligations to comply with all relevant requirements of Acts and Regulations relative to conditions in foundries.

(c) The foundry allowance herein prescribed shall be in lieu of any payment otherwise due under this clause and does not in any way limit an employer's obligations to comply with all relevant requirements of Acts and Regulations relative to conditions in foundries.

(d) For the purpose of this subclause foundry work shall mean:

- (i) Any operation in the production of castings by casting metal in moulds made of sand, loam, metal moulding composition or other material or mixture of materials, or by shell moulding, centrifugal casting or continuous casting; and
 - (ii) Where carried on as an incidental process in connection with and in the course of production to which paragraph (i) of this definition applies, the preparation of moulds and cores (but not in the making of patterns and dies in a separate room), knock-out processes and dressing operations, but shall not include any operation performed in connection with:
 - (aa) Non-ferrous die casting (including gravity and pressure);
 - (bb) Casting of billets and/or ingots in metal mould;
 - (cc) Continuous casting of metal into billets;
 - (dd) Melting of metal for use in printing;
 - (ee) Refining of metal.
- (22) An electronics tradesperson, an electrician - special class, an electrical fitter and/or an armature winder or an electrical installer who holds and in the course of employment may be required to use a current "A" grade or "B" grade licence issued pursuant to the relevant regulation in force on the 28th day of February, 1978 under the Electricity Act, 1948 shall be paid an allowance of \$23.50 per week.
- (23) Where an employee is engaged in a process involving asbestos and is required to wear protective equipment, i.e: respiratory protection in the form of a high efficiency class H particulate respirator and/or special clothing, a disability allowance of 76 cents per hour shall be paid for each hour or part thereof that such employee is so engaged.
- (24) Towing Allowance: A Level 1, 2 or 3 Tradesperson who drives a tow truck towing an articulated bus in traffic shall be paid an allowance of \$5.35 per shift when such duties are performed. This allowance shall be payable irrespective of the time such work is performed and is not subject to any premium of penalty additions.
- (25) For employees employed in the painting branch of Transperth, washing facilities and soap suitable as a solvent for paint mixtures, shall be provided in some convenient place for use by such employees before meals and after finishing work each day.
- (26) First Aid Allowance: A worker, holding either a Third Year First Aid Medallion of the St John Ambulance Association or a "C" Standard Senior First Aid Certificate of the Australian Red Cross Society, appointed by the employer to perform first aid duties, shall be paid \$11.60 per week in addition to their ordinary rate.
- (27) Polychlorinated Biphenyls
- Employees required to remove or handle equipment or fittings containing polychlorinated biphenyls (PCBs) for which protective clothing must be worn shall, in addition to the rates and provisions contained in this Clause, be paid an allowances of \$2.37 per hour whilst so engaged.
- (28) Nominee Allowance:
- A licensed electrical fitter or installer who acts as a nominee for the employer shall be paid an allowance of \$20.50 per week.
- (29) Hospital Environment Allowance:
- Notwithstanding the provisions of this clause, the following allowances shall be paid to maintenance employees employed at hospitals listed hereunder:

- (a) (i) \$16.50 per week for work performed in a hospital environment; and
- (ii) \$5.50 per week for disabilities associated with work performed in difficult access areas, tunnel complexes, and areas with great temperature variation at -
- Princess Margaret Hospital
King Edward Memorial Hospital
Sir Charles Gardiner Hospital
Royal Perth Hospital
Fremantle Hospital
- (b) \$12.00 per week for work performed in a hospital environment at -
- Kalgoorlie Hospital
Osborne Park Hospital
Albany Hospital
Bunbury Hospital
Geraldton Hospital
Mt. Henry Hospital
Northam Hospital
Swan Districts Hospital
Perth Dental Hospital
- (c) \$7.90 per week for work performed in a hospital environment at -
- | | |
|---------------------|-----------------------|
| Bentley Hospital | Derby Hospital |
| Narrogin Hospital | Port Hedland Hospital |
| Rockingham Hospital | Sunset Hospital |
| Armadale Hospital | Broome Hospital |
| Busselton Hospital | Carnarvon Hospital |
| Collie Hospital | Esperance Hospital |
| Katanning Hospital | Merredin Hospital |
| Murray Hospital | Warren Hospital |
| Wyndham Hospital | |

18. - CAR ALLOWANCE

- (1) Where an employee is required and authorised to use his own motor vehicle in the course of his duties he shall be paid an allowance not less than that provided for in the table set out hereunder. Notwithstanding anything contained in this subclause the employer and the employee may make any other arrangement as to car allowance not less favourable to the employee.
- (2) Where an employee in the course of a journey travels through two or more of the separate areas, payment at the rates prescribed herein shall be made at the appropriate rate applicable to each of the separate areas traversed.
- (3) A year, for the purpose of this clause, shall commence on the 1st day of July and end on the 30th day of June next following:

RATES OF HIRE FOR USE OF EMPLOYEE'S OWN VEHICLE ON EMPLOYER'S BUSINESS
MOTOR CAR

AREA AND DETAILS	ENGINE DISPLACEMENT (IN CUBIC CENTIMETRES)		
DISTANCE TRAVELLED EACH	Over	Over 1600cc	1600cc

YEAR ON OFFICIAL BUSINESS Rate per Kilometre (Cents)	2600cc	-2600cc	& Under
Metropolitan Area	89.5	64.5	53.2
South West Land Division	91.0	65.4	54.0
North of 23.5° South Latitude	98.6	70.6	58.3
Rest of the State	94.3	67.5	55.6
Motor Cycle (In All Areas)	31.0 cents per kilometre		

(4) "Metropolitan Area" means that area within a radius of fifty kilometres from the Perth Railway Station.

"South West Land Division" means the South West Land Division as defined by Section 28 of the Land Act 1933 excluding the area contained within the Metropolitan Area.

(5) The allowances prescribed in this clause shall be varied in accordance with any movement in the allowances in the Public Service Award 1992.

19. - FARES AND TRAVELLING ALLOWANCES

(1) An employee in the Architectural Division of the Public Works Department who is required to start and finish on the job shall be paid an allowance in accordance with the provisions of this subclause to compensate for travel patterns and costs peculiar to the industry, which includes mobility requirements of employees, and the nature of employment in construction work -

(a) On places within a radius of fifty kilometres from the General Post Office, Perth - \$17.65 per day;

(b) For each additional kilometre to a radius of sixty kilometres from the General Post Office, Perth - 93 cents per kilometre;

(c) Subject to the provisions of paragraph (d) work performed at places beyond a sixty kilometre radius from the General Post Office, Perth shall be deemed to be distant work unless the employer and the employee with the consent of the Union, agree in any particular case that the travelling allowance for such work shall be paid under this clause in which case an additional allowance of 93 cents per kilometre shall be paid for each kilometre in excess of the sixty kilometre radius.

(d) In respect of work carried out from an employer's depot situated outside a radius of sixty kilometres from the General Post Office Perth, the main Post Office in the town in which such depot is situated shall be the centre for the purpose of calculating the allowance to be paid.

(e) Where transport to and from the job is provided by the employer from and to their depot or such other place more convenient to the employee as is mutually agreed upon between the employer and the employee, half the above rates shall be paid; provided that the conveyance used for such transport is provided with suitable seating and weatherproof covering.

(2) (a) An employee residing in the suburban area who is required to start work at some place other than his usual workshop or place of employment shall, if the time taken in travelling from his place of residence to the job and return exceeds the time normally taken in travelling from his usual place of residence to his usual workshop or place of employment and return, be paid for such excess travelling time at ordinary rates; and if the fares actually and reasonably incurred in such travelling exceed the fares normally paid by the employee in travelling from his place of residence and return, the employer shall pay the amount by which such fares exceed those usually paid for travelling to and from his usual workshop or place of employment.

(b) This subclause does not apply to employees to whom subclause (1) of this clause applies.

(3) (a) The provisions of this subclause apply only to employees who are engaged for permanent employment at depots north of the 26th parallel of south latitude.

- (b) In this subclause, "fare" includes the cost of transporting any tools owned by an employee and required by him in his employment.
- (c) Subject to the provisions of this subclause, the fare of an employee from the place of engagement to any place of employment shall be paid by the employer and the employee shall be paid at ordinary rates for not more than eight hours in any day for time spent in travelling to the place of employment including time occupied in waiting for transport connections, but if the employee uses a mode of travel not approved by the employer travelling time in excess of eight hours shall not be allowed unless the Board of Reference otherwise determines.
- (d) The amount of the fare paid by an employer pursuant to paragraph (c) of this subclause may be deducted from the subsequent earnings of the employee concerned in such manner as is agreed in writing between the employee and the employer.
- (e) If an employee completes six months continuous service with an employer or is dismissed before that time through no fault of his own, any amount deducted by that employer from the employee's wages pursuant to paragraph (d) of this subclause shall be refunded to the employee.
- (f) The employer shall pay the fare of the employee from the place of employment to the place of engagement if the employment terminates and:
 - (i) the employee has completed twelve months continuous service with that employer; or
 - (ii) the employee has completed six months continuous service with that employer and is dismissed through no fault of his own.
- (g) Where an employee has completed six months continuous service and leaves for a reason deemed reasonable by his employer he shall be paid one-sixth of the fare referred to in paragraph (f) of this subclause for each month of service in excess of six months.

20. - DISTANT WORK - CONSTRUCTION

- (1) Where an employee is engaged or selected or advised by an employer to proceed to construction work at such a distance that he cannot return to his 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.
- (2) The provisions of subclause (1) of this clause do not apply with respect to any period during which the employee is absent from work without reasonable excuse and in such a case, where the board and lodging is supplied by the employer, he may deduct from moneys owing or which may become owing to the employee an amount equivalent to the value of the board and lodging for the period of the absence.
- (3) Subject to the provisions of subclause (5) of this clause -
 - (a) the employer shall pay all reasonable expenses including fares, transport of tools, meals and if necessary, suitable overnight accommodation incurred by an employee or person engaged who is directed by his employer to proceed to the locality of the site and who complies with such direction; and
 - (b) the employee shall be paid at ordinary rate of payment for the time up to a maximum of eight hours in any one day incurred in travelling pursuant to the employer's direction.
- (4) Where an employee who, after one month of employment with an employer, leaves his employment, or whose employment is terminated by his employer, except for incompetency, within one working week of his commencing work on the job, or for misconduct and in either instance subject to the provisions of Clause 6. - Contract of Service of this award returns to the place from whence he first proceeded to the locality, or to a place less distant than or equidistant to the place whence he first proceeded, the

employer shall pay all expenses - including fares, transport of tools, meals and, if necessary, suitable overnight accommodation - incurred by the employee in so returning. Provided that the employer shall in no case be liable to pay a greater amount under this subclause than he would have paid if the employee had returned to the locality from which he first proceeded to the job.

- (5) On construction work North of the 26th parallel of south latitude the following provisions apply:
 - (a) The employer may deduct the amount of the forward fare from the employee's first or later wages but the amount so deducted shall be refunded to the employee if he continues to work for three months or, if the work ceases sooner, for so long as the work continues.
 - (b) If the employee continues to work for the employer for at least six months the employer shall, on termination of the employee's engagement, pay the fare of the worker back from the place of work to the place of engagement if the employee so desires.
- (6) An employee to whom the provisions of subclause (1) of this clause apply shall be paid an allowance of \$36.35 and for any weekend that they return to their home from the job but only if -
 - (a) The employer or their agent is advised of the intention no later than the Tuesday immediately preceding the weekend in which the employee so returns;
 - (b) He/she is not required for work during that weekend;
 - (c) The employee returns to the job on the first working day following the weekend; and
 - (d) The employer does not provide or offer to provide suitable transport.
- (7) Where an employee supplied with board and lodging by the employer, is required to live more than eight hundred metres from the job, they shall be provided with suitable transport to and from that job or be paid an allowance of \$15.90 per day provided that where the time actually spent in travelling either to or from the job exceeds 20 minutes, that excess travelling time shall be paid for at ordinary rates whether or not suitable transport is supplied by the employer.
- (8) The provisions of subclauses (1), (2), (3), (6), and (7) of this clause shall be deemed to apply to an employee who is in the regular employment of an employer and who is sent by his employer to distant work (whether construction work or not) but the provisions of subclause (4) of this clause do not apply to such a worker.

21. - DISTRICT ALLOWANCES

- (1) For the purposes of this clause the following terms shall have the following meaning:

"Dependant" in relation to an employee means:

- (a) a spouse; or
- (b) where there is no spouse, a child or any other relative resident within the State who relies on the employee for their main support;

who does not receive a district or location allowance of any kind.

"Partial Dependant" in relation to an employee means:

- (a) a spouse; or
- (b) where there is no spouse, a child or any other relative resident within the State who relies on the employee for their main support;

who receives a district or location allowance of any kind less than that applicable to an employee without dependants under any award, agreement or other provision regulating the employment of the partial dependant.

Spouse" means an employee's spouse including de facto spouse.

"De facto Spouse" means a person of the opposite sex to the employee who lives with the employee as the husband or wife of the employee on a bona fide domestic basis, although not legally married to that person.

- (2) For the purpose of this clause, the boundaries of the various districts shall as described hereunder and as delineated on the plan at subclause (16) of this clause.

District:

1. The area within a line commencing on coast; thence east along latitude 28 to a point north of Tallering Peak; thence due south to Tallering Peak; thence southeast to Mt Gibson and Burracoppin; thence to a point southeast at the junction of latitude 32 and longitude 119; thence south along longitude 119 to coast.
 2. That area within a line commencing on the south coast at longitude 119 then east along the coast to longitude 123; then north along longitude 123 to a point on latitude 30; thence west along latitude 30 to the boundary of No. 1 District.
 3. The area within a line commencing on coast at latitude 26; thence along latitude 26 to longitude 123; thence south along longitude 123 to the boundary of No. 2 District.
 4. The area within a line commencing on the coast at latitude 24; thence east to the South Australian border; thence south to the coast; thence along the coast to longitude 123; thence north to the intersection of latitude 26; thence west along latitude 26 to the coast.
 5. That area of the State situated between the latitude 24 and a line running east from Carnot Bay to the Northern Territory border.
 6. That area of the State north of a line running east from Carnot Bay to the Northern Territory border.
- (3) An employee shall be paid a district allowance at the standard rate prescribed in Column II of subclause (6) of this clause, for the district in which the employee's headquarters is located. Provided that where the employee's headquarters is situated in a town or place specified in Column III of subclause (6), the employee shall be paid a district allowance at the rate appropriate to that town or place as prescribed in Column IV of subclause (6).
- (4) An employee who has a dependant shall be paid double the district allowance prescribed by subclause (3) of this clause for, the district, town or place in which the employee's headquarters is located.
- (5) Where an employee has a partial dependant the total district allowance payable to the employee shall be the district allowance prescribed by subclause (3) of this clause plus an allowance equivalent to the difference between the rate of district or location allowance the partial dependant receives and the rate of district or location allowance the partial dependant would receive if he or she was employed in a full time capacity under the Award, Agreement or other provision regulating the employment of the partial dependant.
- (6) The weekly rate of District Allowance payable to employees pursuant to subclause (3) of this clause shall be as follows:

COLUMN I District	COLUMN II Standard Rate \$ Per Week	COLUMN III Exceptions To Standard Rate Town Or Place	COLUMN IV Rate \$ Per Week
6	89.90	Nil	Nil
5	73.50	Fitroy Crossing Halls Creek Turner River Camp Nullagine Liveringa (Camballin) Marble Bar Wittenoom Karratha Port Hedland	99.00 92.40 87.00 80.50
4	37.30	Warburton Mission Carnarvon	99.70 34.80
3	23.40	Meekatharra Mount Magnet Wiluna Laverton Leonora Cue	37.30
2	16.70	Kalgoorlie Boulder Ravensthorpe Norseman Salmon Gums Marvel Loch Esperance	5.60 22.10
1	Nil	Nil	Nil

Note: In accordance with subclause (4) of this clause employees with dependants shall be entitled to double the rate of district allowance shown.

- (7) When an employee is on approved annual recreation leave, the employee shall for the period of such leave, be paid the district allowance to which the employee would ordinarily be entitled.
- (8) When an employee is on long service leave or other approved leave with pay (other than annual recreational leave), the employee shall only be paid district allowance for the period of such leave if the employee, dependants or partial dependants remain in the district in which the employee's headquarters is situated.
- (9) When an employee leaves his or her district on duty, payment of any district allowance to which the employee would ordinarily be entitled shall cease after the expiration of two weeks unless the employee's dependant/s or partial dependant/s remain in the district or as otherwise approved by the employer.
- (10) Except as provided in subclause (9) of this clause, a district allowance shall be paid to any employee ordinarily entitled thereto in addition to reimbursement of any travelling transfer or relieving expenses or camping allowance.
- (11) Where an employee whose headquarters is located in a district in respect of which no allowance is prescribed in subclause (6) of this clause, is required to travel or temporarily reside for any period in excess of one month in any district or districts in respect of which such allowance is so payable, the employee shall be paid for the whole of such period a district allowance at the appropriate rate pursuant to subclauses (3), (4) or (5) of this clause, for the district in which the employee spends the greater period of time.

- (12) When an employee is provided with free board and lodging by the employer or a Public Authority the allowance shall be reduced to two-thirds of the allowance the employee would ordinarily be entitled to under this clause.
- (13) An employee who is employed on a part-time basis shall be entitled to district allowance on a pro-rata basis. The allowance shall be determined by calculating the hours worked by the employee as a proportion of the full-time hours prescribed by the Award under which the employee is employed. That proportion of the appropriate district allowance shall be payable to the employee.
- (14) An employee who immediately prior to the 1st day of July, 1988 was in receipt of district allowance at a rate which was greater than the amount to which the employee is entitled under this clause shall have the difference reduced in accordance with the following:
- (i) As from the first pay period commencing on or after July 1, 1988 the difference shall be reduced by thirty-three and one third (33 1/3%) per cent; and
 - (ii) As from the first pay period commencing on or after January 1, 1989 the difference remaining between the amount being paid pursuant to (i) above and that to which the employee is otherwise entitled under this clause shall be reduced by fifty (50%) per cent; and
 - (iii) As from the first pay period commencing on or after July 1, 1989 payment shall be in accordance with the employee's entitlement under this clause.
- (15) Adjustment of Rates:
- (a) The rates shown in subclause (6) of this clause shall be adjusted administratively every 12 months, effective from the first pay period commencing on or after the 1st day of July each year, in accordance with the official Consumer Price Index (CPI) for Perth, as published for the preceding 12 months at the end of the March quarter by the Australian Bureau of Statistics.
 - (b) The rates so agreed by the parties, in accordance with the foregoing formula, shall then be lodged with the Western Australian Industrial Relations Commission for registration.
- (16) District Allowance Boundaries Map immediately after the Location Allowance clause.

22. - HOLIDAYS

- (1) The following days or the days observed in lieu thereof shall, subject as hereinafter provided, be allowed as holidays without deduction of pay namely New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of the days in this subclause.
- (2) Where any of the days mentioned in subclause (1) hereof falls on a Saturday or Sunday, the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or on a Monday the holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.
- (3) Except in the case of continuous shift employees -
- (a) Whenever any holiday falls on an employee's ordinary working day and the employee is not required to work on such day he shall be paid for the ordinary hours he would have worked on such day if it had not been a holiday.
 - (b) If any employee is required to work on a holiday he shall be paid for the time worked at the rate of double time and a half. Provided that in lieu of the foregoing provisions of this paragraph, and subject to agreement between the employer and the employee work done on

any day prescribed as a holiday under this award shall be paid for at the rate of time and a half and the employee shall, in addition, be allowed a day's leave with pay to be added to his annual leave or be taken at some subsequent date if the employee so agrees.

- (c) Payment for holidays shall be in accordance with the usual hours of work.
- (4) When an employee is absent on leave without pay, sick leave without pay or workers' compensation, any day observed as a holiday on a day falling during such absence shall not be treated as a paid holiday. Where the employee is on duty or available on the whole of the working day immediately preceding a holiday, or resumes duty or is available on the whole of the working day immediately following a day observed as a holiday as prescribed by this clause, the employee shall be entitled to be paid for such holiday.
- (5) Where a public holiday falls on a rostered day off duty as prescribed in Clause 13. - Hours of Duty, the following working day shall be observed in lieu of the rostered day off in the case of day workers and at a mutually convenient time within the following fortnightly cycle in the case of shift workers.
- (6) This clause shall not apply to casual employees.
- (7) A casual or part-time employee as defined in Clause 8. - Casual and Part-Time Employees of this award shall not be entitled to payment for any holiday referred to in this clause if not so rostered to work on that holiday.

23. - ANNUAL LEAVE

- (1) (a) Except as hereinafter provided, an employee will receive 152 hours annual leave, paid as ordinary wages, for each period of 12 months continuous service.
 - (i) A full time employee will be credited with a pro rata annual leave entitlement of 2.92 hours for each completed week of service.
 - (ii) A part time employee's annual leave entitlement will be calculated on a pro rata basis, according to the number of hours worked.
 - (iii) Untaken pro rata leave will become accrued at the end of each period of 12 months continuous service and be cumulative from year to year.
- (b) In respect of employees who work a 19 day four weekly cycle with the twentieth day being taken as a rostered day off, the calendar year will be divided into thirteen, twenty day work cycles. During the year employees will be required to take one period of their annual leave to include the rostered day off duty for that particular work cycle. There will be no additional pay or leave in lieu of that rostered day off.
- (2) (a) "Ordinary wages" for an employee other than a shift worker shall mean the rate of wage including service pay the employee has received for the greatest proportion of the calendar month prior to the leave being taken.
- (b) "Ordinary wages" for a shift worker shall mean the rate of wage the shift worker would receive under Clause 15. - Shift Work of the award according to the employee's roster or projected roster including Saturday and Sunday shifts.
- (3) (a) A seven day shift worker, i.e. a shift worker who is rostered to work regularly on Sundays and holidays shall be allowed one week's leave in addition to the leave to which the employee is otherwise entitled under this clause.
- (b) Where an employee with twelve months continuous service is engaged for part of a qualifying twelve monthly period as a seven day shift worker, the employee shall be entitled to have the period of annual leave to which they are otherwise entitled under this clause increased by one-twelfth of a week for each completed month the employee is continuously so engaged.

- (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 such holiday observed as aforesaid.
- (5) If 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 any pro rata annual leave not taken at his or her ordinary rate of wage. Provided that this will include any untaken leave referred to in subclause (3) of this clause, which will be paid as an additional 0.73 hours for each completed week of continuous service.
- (6) In addition to any payment to which the employee may be entitled under subclause (5) of this clause, an employee who terminates shall be given payment in lieu of untaken accrued annual leave and the loading prescribed in subclause (11) hereof unless -
 - (a) the employee has been justifiably dismissed for misconduct; and
 - (b) the misconduct for which the employee has been dismissed occurred prior to that annual leave becoming accrued.
- (7) An employee may be granted paid annual leave prior to accumulating sufficient annual leave entitlements. Should the services of that employee terminate or be terminated prior to sufficient annual leave being accrued, the employee shall refund to the employer the difference between the amount received by him or her for wages in respect of that period of annual leave taken and the amount which would have accrued to the employee by reason of the length of his or her service up to their date of termination.
- (8)
 - (a) Employees continue to accrue annual leave while on paid leave for the following purposes:
 - (i) annual leave;
 - (ii) long service leave;
 - (iii) observing a public holiday prescribed by this award;
 - (iv) sick leave;
 - (v) carer's leave;
 - (vi) bereavement leave;
 - (vii) parental leave; and
 - (viii) workers' compensation, except for that portion of an absence that exceeds six months in any year.
 - (b) Employees continue to accrue annual leave while on unpaid sick leave except for that portion of an absence that exceeds three months.
 - (c) Employees do not accrue annual leave when absent on approved periods of leave without pay that exceed 14 consecutive calendar days.
- (9) When operations are closed down for the purpose of allowing annual leave to be taken, as prescribed by subclause (17) hereof, during such period employees with less than a full year of service shall only be entitled to payment for the number of days leave due to them. This payment shall include the loading prescribed in subclause (11) of this clause. Provided that nothing herein contained shall deprive the employer of the right to retain such employees as may be required during the close down period.

- (10) Employees regularly working for the Government north of South Latitude 26 shall be allowed to accumulate annual leave for two years, subject to the convenience of the Department. Such employees who proceed to Fremantle and Geraldton during the period of such leave shall be allowed once in each two years reasonable travelling time on the forward and return journeys between the place of their employment and either of the said ports.
- (11) In addition to the payment prescribed for annual leave, an employee shall receive a loading calculated on the rate of wage prescribed by subclause (2) hereof. This loading shall be as follows:
- (a) Day workers - an employee who could have worked on day work had they not been on leave - a loading of 17.5%.
 - (b) Shift workers - an employee who could have worked on shift work had they not been on leave shall be paid either:
 - (i) the shift loadings prescribed by Clause 15. - Shift Work the employee would have received;
 - or
 - (ii) a 20% loading on the rate prescribed by subclause (2)(a) of this clause;whichever is the greater.
- The loading prescribed by this subclause shall not apply to proportionate leave on termination.
- (12) Any annual leave entitlement accumulated to an employee as at the date of introduction of a 38 hour week shall be adjusted in hours in the ratio of 38 to 40.
- (13) In taking annual leave, if an employee's entitlement expires part way through a day, the employee shall have the option of resuming duty for that full day or take the balance of the day as approved leave without pay.
- (14) The provisions of this clause shall not apply to casual employees.
- (15) (a) Annual leave shall be given and taken in one or two continuous periods. If given in two continuous periods, one such period must be of at least 21 consecutive days, including non-working days. Provided that if the employer and an employee so agree, annual leave may be given and taken in two separate periods, either of 21 consecutive days' duration including non-working days, or in three separate periods.
- (b) Provided further that an employee may, with the consent of the employer, take short term annual leave, not exceeding five days in any calendar year, at a time or times separate from any of the periods determined in accordance with this subclause.
- (16) (a) Annual leave shall be given at a time fixed by the employer within a period not exceeding six months from the date when the right to annual leave accrued and after not less than four weeks' notice to the employee.
- (b) Provided that, by agreement between the employer and an employee, annual leave may be taken at any time within a period of 12 months from the date on which it falls due and with less than four weeks' notice to the employee.
- (17) (a) The employer may close down operations for one or two separate periods for the purpose of granting annual leave in accordance with this clause. If the operations are closed in two separate periods, one of those periods shall be for at least 21 consecutive days, including non-working days,
- (b) Provided that where the majority of employees concerned agree, the employer may close down a work section, or sections, in one, two or three separate periods for the purpose of

granting annual leave in accordance with this subclause. Provided further that if the employer closes down operations on more than one occasion, one of those periods shall be for a period of at least 14 consecutive days, including non-working days. In such cases the employer shall advise employees concerned of the proposed dates of each close down before asking for their agreement.

- (c) (i) The employer may close down operations, or a section or sections thereof, for a period of at least 21 consecutive days, including non-working days and grant the balance of annual leave due to an employee in one continuous period in accordance with a roster.
 - (ii) Provided that, with the agreement of the majority of employees concerned, the employer may close down operations for a period of at least 14 consecutive days, including non-working days and grant the balance of annual leave due by mutual arrangement with an employee.
- (18) (a) In addition to the leave prescribed in this clause, an extra five working days as annual leave shall be available to employees working north of the 26° parallel. This additional entitlement shall be available on completion of each year of continuous service in the region.
- (b) The additional leave available in paragraph (a) hereof shall be applied under the same conditions provided in this clause, with the exception of the loading prescribed in subclause (11) hereof which will not apply to the extra five days of leave.

24. - SICK LEAVE

- (1) (a) An employee shall be entitled to payment for non-attendance on the ground of personal ill health or injury for one sixth of a week's pay for each completed month of service.
- (b) Payment hereunder may be adjusted at the end of each accruing year, or at the time the employee leaves the service of the employer, in the event of the employee being entitled by service subsequent to the sickness in that year to a greater allowance than that made at the time the sickness occurred.
- (c) Sick leave shall not be granted in substitution for a rostered day off duty as prescribed in Clause 13. - Hours of Duty.
- (2) The unused portion of the entitlement prescribed in paragraph (a) of subclause (1) in any accruing year shall be allowed to accumulate and may be availed of in the next or any succeeding year.
- (3) In order to acquire entitlement to payment in accordance with this clause the employee shall as soon as reasonably practicable advise the employer of his inability to attend for work, the nature of his illness or injury and the estimated duration of the absence. Provided that such advice other than in extraordinary circumstances shall be given to the employer within 24 hours of the commencement of the absence.
- (4) No employee shall be entitled to the benefit of this clause unless he produces proof to the satisfaction of the employer or his representative of such sickness provided that the employer shall not be entitled to a medical certificate for absences of less than three consecutive working days unless the total of such absences exceeds five days in any one accruing year.
- (5) (a) Subject to the provisions of this subclause, the provisions of this clause apply to an employee who suffers personal ill health or injury during the time when he is absent on annual leave and an employee may apply for and the employer shall grant paid sick leave in place of paid annual leave.
- (b) Application for replacement shall be made within seven days of resuming work and then only if the employee was confined to his place of residence or a hospital as a result of his personal ill health or injury for a period of seven consecutive days or more and he produces a certificate

from a registered medical practitioner that he was so confined. Provided that the provisions of this paragraph do not relieve the employee of the obligation to advise the employer in accordance with subclause (3) of this clause if he is unable to attend for work on the working day next following his annual leave.

- (c) Replacement of paid annual leave by paid sick leave shall not exceed the period of paid sick leave to which the employee was entitled at the time he proceeded on annual leave and shall not be made with respect to fractions of a day.
 - (d) Where paid sick leave has been granted by the employer in accordance with paragraphs (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid sick leave is hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the employee or, failing agreement, shall be added to the employee's next period of annual leave, or if termination occurs before then, be paid for in accordance with the provisions of Clause 23. - Annual Leave.
 - (e) Payment for replaced annual leave shall be at the rate of wage applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in Clause 23. - Annual Leave shall be deemed to have been paid with respect to the replaced annual leave.
- (6) The provisions of this clause with respect to payment do not apply to employees who are entitled to payment under the Workers' Compensation Act nor to employees whose illness or injury is the result of the employee's own misconduct.
- (7) (a) An employee shall accrue an entitlement of 0.4 of one hour per day whilst on sick leave towards the rostered day off prescribed in subclauses (1)(b)(i) and (2)(c) of Clause 13. - Hours of Duty. However, the sick leave entitlement shall be debited by 8 hours for each day of absence.
- (b) The sick leave entitlement of an employee who works a 9 day fortnight in accordance with subclause (1)(b)(ii) of Clause 13. - Hours of Duty, shall be adjusted on the basis of the ordinary hours which would have been worked each day by the employee, had the sickness not occurred.
- (8) Any sick leave entitlement accumulated to an employee as at the date of introduction of a 38 hour week shall be adjusted in hours in the ratio of 38 to 40.
- (9) The provisions of this clause do not apply to casual employees.

25. - LONG SERVICE LEAVE

- (1) Subject to the provisions of this clause the long service leave provisions set out in Volume 66 of the Western Australian Industrial Gazette, at pages 319 to 321 inclusive, shall apply to employees covered by this award.
- (2) For the purposes of subclause (1) of this clause "13 weeks' leave" shall mean 494 hours' leave.
- (3) Any long service leave accrued to an employee as at April 25, 1982 shall be adjusted in hours in the ratio of 38 to 40.
- (4) In taking leave if an employee's leave entitlement expires part way through a day, the employee shall have the option of resuming duty for that full day or take the balance of the day as approved leave without pay.
- (5) An employee may choose to take long service leave as an entitlement to 26 weeks of leave at half pay. In calculating the rate of pay to apply in such an instance, the provisions of subclause (14) of the General Order, referred to in subclause (1) hereof, shall apply.

26. - SHOP STEWARDS

Subject to the recognition of properly constituted authority, shop stewards, to be appointed by the union, shall be recognised by the management. The management shall be notified in writing by the union of the stewards appointed.

27. - NOTICE BOARDS

A notice board shall be provided by the employer on all jobs where, in the opinion of the officer in charge, it is considered that notices are essential to meet the convenience of the union concerned.

28. - RIGHT OF ENTRY

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

On notifying the officer in charge, any officer of the union, authorised in writing by the President and Secretary of such union, shall have the right to enter any place or premises during ordinary working hours wherein members of such union covered by this award are engaged for the purpose of conversing with or interviewing the employees in such place or premises. Provided that such officer shall not hamper or otherwise hinder the employees in the carrying out of their work. The officer in charge shall determine whether employees are being hampered or hindered in their work.

29. - BOARD OF REFERENCE

- (1) There shall be a Board of Reference consisting of a Chairman and an equal number of employers' and employees' members who shall be appointed pursuant to section 48 of the Industrial Relations Act 1979 and regulation 16 of the Industrial Commission Regulations 1980.
- (2) The Board of Reference may allow, approve, fix, determine or deal with -
 - (a) any matter or thing that, under the award, may require to be allowed, approved, fixed, determined or dealt with by a Board of Reference; and
 - (b) any matter or thing arising under or out of the provisions of an award, not involving the interpretation of any such provision, which the Commission may at any time, by order, authorise a Board of Reference to allow, approve, fix, determine or deal with, in the manner and subject to the conditions specified in the award or order, as the case may be.

30. - BEREAVEMENT LEAVE

- (1) Employees including casuals shall on the death of:
 - (a) the employee's partner;
 - (b) a child, step-child or grandchild of the employee (including an adult child, step child or grandchild);
 - (c) a parent, step-parent or grandparent of the employee;
 - (d) the brother, sister, step brother or sister of the employee; or
 - (e) any other person who, immediately before the relevant time for assessing the employees eligibility to take leave, lived with the employee as a member of the employee's household;

be eligible for up to two (2) days paid bereavement leave, provided that at the request of an employee the employer may exercise a discretion to grant bereavement leave to an employee in respect of some other person with whom the employee has a special relationship.

- (2) The two (2) days need not be consecutive.
- (3) Bereavement leave is not to be taken during any other period of leave.
- (4) An employee shall not be entitled to claim payment for bereavement leave on a day when that employee is not ordinarily rostered to work.
- (5) Payment of such leave may be subject to the employee providing evidence, if so requested by the employer, of the death or relationship to the deceased that would satisfy a reasonable person.
- (6) An employee requiring more than two (2) days bereavement leave in order to travel overseas in the event of the death overseas of a member of the employee's immediate family may, upon providing adequate proof, in addition to any bereavement leave to which the employee is eligible, have immediate access to annual leave and/or accrued long service leave or leave without pay provided all accrued leave is exhausted.

Travelling Time for Regional Employees

- (7) Subject to prior approval from the employer, an employee entitled to Bereavement Leave and who as a result of such bereavement travels to a location within Western Australia that is more than 240 km from their workplace will be granted paid time off for the travel period undertaken in the employee's ordinary working hours up to a maximum of 15.2 hours per bereavement. The employer will not unreasonably withhold approval.
- (8) The employer may approve additional paid travel time within Western Australia where the employee can demonstrate to the satisfaction of the employer that more than two days travel time is warranted.
- (9) The provisions of this clause are not available to employees whilst on leave without pay or personal leave without pay.
- (10) The provisions of (7) and (8) - Travelling Time for Regional Employees, apply as follows.
 - (a) An employee employed on a fixed term contract for a period greater than 12 months, shall be credited with the same entitlement as a permanent employee for each full year of service and pro rata for any residual portion of employment.
 - (b) An employee employed on a fixed term contract for a period less than 12 months shall be credited with the same entitlement on a pro-rata basis for the period of employment.
 - (c) A part time employee shall be entitled to the same entitlement as a full time employee for the period of employment, but on a pro-rata basis according to the number of ordinary hours worked each fortnight.
 - (d) For casual employees, the provisions apply to the extent of their agreed working arrangements.

31. - LEAVE TO ATTEND UNION BUSINESS

- (1) (a) The employer shall grant paid leave during ordinary working hours to an employee,
 - (i) who is required to give evidence before any Industrial Tribunal;
 - (ii) who as a union nominated representative of the employees is required to attend negotiations and/or conferences between the union and employer;

- (iii) when prior agreement between the union and employer has been reached for the employee to attend official union meetings preliminary to negotiations or industrial hearings;
 - (iv) who as a union nominated representative of the employees is required to attend joint union/management consultative committees or working parties.
- (b) The granting of leave pursuant to paragraph (a) of this subclause shall only be approved,
 - (i) where an application for leave has been submitted by an employee a reasonable time in advance;
 - (ii) for the minimum period necessary to enable the union business to be conducted or evidence to be given;
 - (iii) for those employees whose attendance is essential;
 - (iv) when the operation of the organisation is not being unduly affected and the convenience of the employer impaired.
- (2)
 - (a) Leave of absence will be granted at the ordinary rate of pay;
 - (b) The employer shall not be liable for any expenses associated with an employee attending to union business.
 - (c) Leave of absence granted under this clause shall include any necessary travelling time in normal working hours.
- (3)
 - (a) Nothing in this clause shall diminish the existing arrangements relating to the granting of paid leave for union business.
 - (b) An employee shall not be entitled to paid leave to attend union business other than as prescribed by this clause.
 - (c) The provisions of this clause shall not apply to special arrangements made between the parties which provide for unpaid leave for employees to conduct union business.
- (4) The provisions of this clause shall not apply when an employee is absent from work without the approval of the employer.

32. – CARERS’ LEAVE

- (1) An employee is entitled to use, each year, up to ten days of the employee’s sick leave entitlement to provide care or support to a member of the employee’s family or household who requires care or support because of:
 - (a) an illness or injury of the member; or
 - (b) an unexpected emergency affecting the member.
- (2) An employee shall, wherever practical, give the employer notice of the intention to take carers’ leave and the estimated length of absence. If it is not practicable to give prior notice of absence, an employee shall notify the employer as soon as possible on the first day of absence. Where possible, an estimate of the period of absence from work shall be provided.
- (3) An employee shall provide, where required by the employer, evidence to establish the requirement to take carers’ leave. An application for carers’ leave exceeding two consecutive working days shall be supported by evidence that would satisfy a reasonable person of the entitlement.

- (4) The definition of "family" shall be the definition of "relative" contained in the *Equal Opportunity Act 1986*. That is, a person who is related to the employee by blood, marriage, affinity or adoption and includes a person who is wholly or mainly dependent on, or is a member of the household of, the employee. "Member of the employee's household" means a person who, at or immediately before the relevant time for assessing the employee's eligibility to take leave, lived with the employee.
- (5) Carers' leave may be taken on an hourly basis or part thereof.

33. - TRADE UNION TRAINING LEAVE

- (1) Subject to the provisions of this Clause:
 - (a) The employer shall grant paid leave of absence to employees who are nominated by their union to attend short courses conducted by the Australian Trade Union Training Authority.
 - (b) Paid leave of absence shall also be granted to attend similar courses or seminars as from time to time approved by agreement between the parties.
- (2) An employee shall be granted up to a maximum of five days paid leave per calendar years for trade union training or similar courses or seminars as approved. However, leave of absence in excess of five days and up to ten days may be granted in any one calendar year provided that the total leave being granted in that year and in the subsequent year does not exceed ten days.
- (3)
 - (a) Leave of absence will be granted at the ordinary rate of pay and shall not include shift allowances, penalty rates or overtime.
 - (b) Where a public holiday or rostered day off (including a rostered day off as a result of working a 38 hour week) falls during the duration of a course, a day off in lieu of that day will not be granted.
- (4) Subject to subclause (3) of this clause shift workers attending a course shall be deemed to have worked the shifts they would have worked had leave not been taken to attend the course.
- (5) The granting of leave pursuant to the provisions of subclause (1) of this clause is subject to the operation of the organisation not being unduly affected and to the convenience of the employer.
- (6)
 - (a) Any application by an employee shall be submitted to the employer for approval at least four weeks before the commencement of the course, provided that the employer may agree to a lesser period of notice.
 - (b) All applications for leave shall be accompanied by a statement from the relevant union indicating that the employee has been nominated for the course. The application shall provide details as to the subject, commencement date, length of course, venue and the authority which is conducting the course.
- (7) A qualifying period of 12 months in Government employment shall be served before an employee is eligible to attend courses or seminars of more than a half day duration. An employer may, where special circumstances exist, approve an application to attend a course or seminar where an employee has less than 12 months Government service.
- (8)
 - (a) The employer shall not be liable for any expenses associated with an employee's attendance at trade union training courses.
 - (b) Leave of absence granted under this clause shall include any necessary travelling time in normal working hours immediately before and after the course.

34. - PARENTAL LEAVE

- (1) Definitions
- (a) "Employee" includes full time, part time, permanent, fixed term contract and "eligible" casual employees.
 - (b) A casual employee is "eligible" if the employee -
 - (i) has been engaged by the public sector on a regular and systematic basis for a sequence of periods of employment during a period of at least twelve (12) months; and
 - (ii) but for an expected birth of a child to the employee or the employee's spouse or de facto partner or an expected placement of a child with the employee with a view to the adoption of the child by the employee, would have a reasonable expectation of continuing engagement by the employer on a regular and systematic basis.
 - (c) Without limiting (1)(b), a casual employee is also "eligible" if the employee –
 - (i) was engaged by the public sector on a regular and systematic basis for a sequence of periods during a period (the first period of employment) of less than twelve (12) months; and
 - (ii) at the end of the first period of employment, the employee ceased, on the employer's initiative, to be so engaged by the public sector employer; and
 - (iii) the public sector employer later again engaged the employee on a regular and systematic basis for a further sequence of periods during a period (the second period of employment) that started not more than three months after the end of the first period of employment; and
 - (iv) the combined length of the first period of employment and the second period of employment is at least twelve (12) months; and
 - (v) the employee, but for an expected birth of a child to the employee or the employee's spouse or de facto partner or an expected placement of a child with the employee with a view to adoption of the child by the employee, would have a reasonable expectation of continuing engagement in the public sector on a regular and systematic basis.
 - (d) "Primary Care Giver" is the employee who will assume the principal role for the care and attention of a child/children. The employer may require confirmation of primary care giver status.
 - (e) "Public sector" means an employing authority as defined in Section 5 of the Public Sector Management Act 1994.
 - (f) "Replacement Employee" is an employee specifically engaged to replace an employee proceeding on parental leave.
- (2) Entitlement to parental leave
- (a) An employee is entitled to a period of up to 52 weeks unpaid parental leave in respect of the:
 - (i) birth of a child to the employee or the employee's partner; or
 - (ii) adoption of a child who is not the child or the stepchild of the employee or the employee's partner; is under the age of five (5); and has not lived continuously with the employee for six (6) months or longer.

- (b) An employee, other than an eligible casual employee, identified as the primary care giver of a child and who has completed twelve months continuous service in the Western Australian public sector shall be entitled to fourteen weeks paid parental leave which will form part of the 52 week entitlement provided in subclause (2) (a) of this clause.
 - (c) An employee may take the paid parental leave specified in paragraph (2)(b) at half pay for a period equal to twice the period to which the employee would otherwise be entitled.
 - (d) A pregnant employee can commence the period of paid parental leave any time up to six (6) weeks before the expected date of birth and no later than four (4) weeks after the birth. Any other primary care giver can commence the period of paid parental leave from the birth date or for the purposes of adoption from the placement of the child but no later than four (4) weeks after the birth or placement of the child.
 - (e) Paid parental leave for primary care purposes for any one birth or adoption shall not exceed fourteen weeks.
 - (f) The paid and unpaid parental leave entitlement up to a maximum of 52 weeks may be shared between partners assuming the role of primary care giver.
 - (g) Parental leave may only be taken concurrently by an employee and his or her partner as provided for in subclause (5) or under special circumstances with the approval of the employer.
 - (h) Where less than the standard parental leave is taken the unused portion of the period of paid or unpaid leave cannot be preserved in any way.
 - (i) An employee may elect to receive pay in advance for the period of paid parental leave at the time the parental leave commences, or may elect to be paid the entitlement on a fortnightly basis over the period of the paid parental leave.
 - (j) An employee is eligible, without resuming duty, for subsequent periods of parental leave in accordance with the provisions of this clause.
- (3) Birth of a child
- (a) An employee shall provide the employer with a medical certificate from a registered medical practitioner naming the employee, or the employee's partner confirming the pregnancy and the estimated date of birth.
 - (b) If the pregnancy results in other than a live child or the child dies in the fourteen weeks immediately after the birth, the entitlement to paid parental leave remains intact.
- (4) Adoption of a child
- (a) An employee seeking to adopt a child shall be entitled to two (2) days unpaid leave to attend interviews or examinations required for the adoption procedure. Employees working or residing outside the Perth metropolitan area are entitled to an additional day's unpaid leave. The employee may take any paid leave entitlement in lieu of this leave.
 - (b) If an application for parental leave has been granted for the adoption of a child, which does not eventuate, then the period of paid or unpaid parental leave is terminated. Employees may take any other paid leave entitlement in lieu of the terminated parental leave or return to work.
- (5) Partner leave
- (a) An employee who is not a primary care giver shall be entitled to a period of unpaid partner leave of up to one (1) week at the time of the birth of a child/children to his or her partner. In

the case of adoption of a child this period shall be increased to up to three (3) weeks unpaid leave.

- (b) The employee may request to extend the period of unpaid partner leave up to a maximum of eight weeks.
 - (c) The employer is to agree to an employee's request to extend their partner leave under (5)(b) unless:
 - (i) having considered the employee's circumstances, the employer is not satisfied that the request is genuinely based on the employee's parental responsibilities; or
 - (ii) there are grounds to refuse the request relating to its adverse effect on the employer's business and those grounds would satisfy a reasonable person. These grounds include, but are not limited to:
 - cost;
 - lack of adequate replacement staff;
 - loss of efficiency; and
 - impact on the production or delivery of products or services by the employer.
 - (d) The employer is to give the employee written notice of the employer's decision on a request for extended partner leave. If the employee's request is refused, the notice is to set out the reasons for the refusal.
 - (e) An employee who believes their request for extended partner leave under (5)(b) has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the employer to demonstrate that the refusal was justified in the circumstances.
 - (f) The taking of partner leave by an employee shall have no effect on their or their partner's entitlement, where applicable, to paid parental leave under this clause.
- (6) Other leave entitlements
- (a) An employee proceeding on unpaid parental leave may elect to substitute any part of that leave with accrued annual leave or long service leave for the whole or part of the period of unpaid parental leave.
 - (b) Subject to all other leave entitlements being exhausted, an employee shall be entitled to apply for leave without pay following parental leave to extend their leave by up to two (2) years. The employer is to agree to a request to extend their leave unless:
 - (i) having considered the employee's circumstances, the employer is not satisfied that the request is genuinely based on the employee's parental responsibilities; or
 - (ii) there are grounds to refuse the request relating to its adverse effect on the employer's business and those grounds would satisfy a reasonable person. These grounds include, but are not limited to:
 - cost;
 - lack of adequate replacement staff;
 - loss of efficiency;
 - impact on the production or delivery of products or services by the employer.

- (c) The employer is to give the employee written notice of the employer's decision on a request for leave without pay under (6)(b). If the request is refused, the notice is to set out the reasons for the refusal.
 - (d) An employee who believes their request for leave without pay under (6)(b) has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the employer to demonstrate that the refusal was justified in the circumstances.
 - (e) Any period of leave without pay must be applied for and approved in advance and will be granted on a year-by-year basis. Where both partners work for the employer the total combined period of leave without pay following parental leave will not exceed two (2) years.
 - (f) An employee on parental leave is not entitled to paid sick leave and other paid absences other than as specified in (6)(a) and (g).
 - (g) Should the birth or adoption result in other than the arrival of a living child, the employee shall be entitled to such period of paid sick leave or unpaid leave for a period certified as necessary by a registered medical practitioner. Such paid sick leave cannot be taken concurrently with paid parental leave.
 - (h) Where a pregnant employee not on parental leave suffers illness related to the pregnancy or is required to undergo a pregnancy related medical procedure the employee may take any paid sick leave to which the employee is entitled or unpaid leave for a period as certified necessary by a registered medical practitioner.
- (7) Notice and variation
- (a) An employee shall give not less than four (4) weeks' notice in writing to the employer of the date the employee proposes to commence paid or unpaid parental leave stating the period of leave to be taken.
 - (b) An employee seeking to adopt a child shall not be in breach of (7)(a) by failing to give the required period of notice if such failure is due to the requirement of the adoption agency to accept earlier or later placement of a child, or other compelling circumstances.
 - (c) An employee proceeding on parental leave may elect to take a shorter period of parental leave and may at any time during that period elect to reduce or extend the period stated in the original application, provided four (4) weeks written notice is provided.
- (8) Transfer to a safe job
- (a) If the employee gives her employer a medical certificate from a medical practitioner containing a statement to the effect that, in the medical practitioner's opinion, the employee is fit to work, but that it is inadvisable for her to continue in her present position for a stated period because of:
 - (i) illness, or risks, arising out of her pregnancy; or
 - (ii) hazards connected with that position; thenthe employer must modify the duties of the position or alternatively transfer the employee to a safe job at the same classification level for the period during which she is unable to continue in her present position.
 - (b) If the employee's employer does not think it to be reasonably practicable to modify the duties of the position or transfer the employee to a safe job the employee is entitled to paid leave for the period during which she is unable to continue in her present position.

- (c) An entitlement to paid leave provided in (8)(b) is in addition to any other leave entitlement the employee has and is to be paid the amount the employee would reasonably have expected to be paid if the employee had worked during that period.
- (d) An entitlement to paid leave provided in clause (8)(b) ends at the earliest of whichever of the following times is applicable:
 - (i) the end of the period stated in the medical certificate;
 - (ii) if the employee's pregnancy results in the birth of a living child – the end of the day before the date of birth;if the employee's pregnancy ends otherwise than with the birth of a living child – the end of the day before the end of the pregnancy

(9) Communication during Parental Leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to return to work on a part-time basis.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with (9)(a).

(10) Replacement employee

Prior to engaging a replacement employee the employer shall inform the person of the temporary nature of the employment and the entitlements relating to the return to work of the employee on parental leave.

Nothing in this clause shall be construed as requiring an employer to engage a replacement employee.

(11) Return to work

- (a) An employee shall confirm the intention to return to work by notice in writing to the employer not less than four (4) weeks prior to the expiration of parental leave.
- (b) An employee on return to work from parental leave will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the employee's skill and abilities as the substantive position held immediately prior to proceeding on parental leave. Where the employee was transferred to a safe job the employee is entitled to return to the position occupied immediately prior to transfer.

(12) Work on a modified basis

- (a) A pregnant employee may work part time in one or more periods while she is pregnant where part time employment is, because of the pregnancy, necessary or desirable.

- (b) An employee may return on a part time or job-share basis to the substantive position occupied prior to the commencement of leave or to a different position at the same classification level in accordance with Clause 8. – Casual and Part-Time Employees of this award.
 - (c) An employee may return on a modified basis that involves the employee working on different days or at different times, or both; or on fewer days or for fewer hours or both, than the employee worked immediately before starting parental leave.
- (13) Right to revert
- (a) An employee who has returned on a part time or modified basis in accordance with (12) may subsequently request the employer to permit the employee to resume working on the same basis as the employee worked immediately before starting parental leave or full time work at the same classification level.
 - (b) An employer is to agree to a request to revert made under (13)(a) unless there are grounds to refuse the request relating to the adverse effect that agreeing to the request would have on the conduct of operations or business of the employer and those grounds would satisfy a reasonable person.
 - (c) An employer is to give the employee written notice of the employer's decision on a request to revert under (13)(a). If the request is refused, the notice is to set out the reasons for the refusal.
 - (d) An employee who believes their request to revert under (13)(a) has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the employer to demonstrate that the refusal was justified in the circumstances.
- (14) Effect of Parental Leave on the Contract of Employment
- (a) An employee employed for a fixed term contract shall have the same entitlement to parental leave, however the period of leave granted shall not extend beyond the term of that contract.
 - (b) Paid parental leave will count as qualifying service for all purposes of this award. During paid parental leave at half pay all entitlements will accrue as if the employee had taken the entitlement to paid parental leave at full pay.
 - (c) Absence on unpaid parental leave shall not break the continuity of service of employees but shall not be taken into account in calculating the period of service for any purpose under this award.
 - (d) An employee on parental leave may terminate employment at any time during the period of leave by written notice in accordance with the requirements of this award.
 - (e) An employer shall not terminate the employment of an employee on the grounds of the employee's application for parental leave or absence on parental leave but otherwise the rights of the employer in respect of termination of employment are not affected.

35. - PAID LEAVE FOR ENGLISH LANGUAGE TRAINING

- (1) Leave during normal working hours without loss of pay shall be granted to employees from a non-English speaking background, who are unable to meet standards of communication to advance career prospects, or who constitute a safety hazard or risk to themselves and/or fellow workers, or are not able to meet the accepted production requirements of that particular occupation or industry, to attend English training conducted by an approved and authorised Authority. The selection of employees for training will be determined by consultation between the employer and the appropriate Unions.

The agreed desired proficiency level will take account of the vocational needs of an employee in respect of communication, safety and welfare and productivity within his/her current position as well as

those positions to which he/she may be considered for promotion or redeployment. It will also take account of issues in relation to training, retraining and multiskilling, award restructuring, industrial relations and safety provisions, and equal opportunity employment legislation.

- (2) Leave will be granted to enable employees selected to achieve an acceptable level of vocational English proficiency. In this respect the tuition content with specific aims and objectives incorporating the pertinent factors at subclause (3) hereof shall be agreed between the employer, the Unions and the Adult Migrant Education Service or other approved Authority conducting the training.
- (3) Subject to appropriate needs assessment participation in training will be on the basis of a minimum of 100 hours per employee per year.

36. - TRAINING LEAVE

- (1) The parties to this Award recognise that in order to increase the efficiency and productivity of the public sector metal and engineering industry and to ensure mobility within the industry generally, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to -
 - (a) developing a more highly skilled and flexible workforce;
 - (b) providing employees with career opportunities through appropriate training to acquire additional skills; and
 - (c) removing barriers to the utilisation of skills acquired.
- (2) Following proper consultation in accordance with subclause (2) in Clause 37. - Structural Efficiency hereof, or through the establishment of a training committee, the employer shall develop a training programme consistent with -
 - (a) the current and future skill needs of the enterprise;
 - (b) the size, structure and nature of the operations of the enterprise;
 - (c) the need to develop vocational skills relevant to the enterprise and the metal and engineering industry through courses conducted by accredited educational institutions and providers.
- (3) Where it is agreed that a training committee be established, such training committee shall be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, for example -
 - (a) formulation of a training programme and availability of training courses and career opportunities to employees;
 - (b) dissemination of information on the training programme and availability of training courses and career opportunities to employees;
 - (c) recommendation of individual employees for training and reclassification;
 - (d) monitoring and advising management and employees regarding the ongoing effectiveness of the training.
- (4) (a) Where, as a result of consultation in accordance with Clause 37. - Structural Efficiency, of this Award, or through a training committee and with the employee concerned, it is agreed that additional training in accordance with the programme developed pursuant to subclause (2) hereof should be undertaken by an employee, such training may be either on or off the job. Provided that if the training is undertaken during ordinary working hours, the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.

- (b) Any costs associated with enrolment and the purchase of prescribed textbooks, excluding those which are available in the employer's technical library, incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement shall be on an annual basis, subject to the presentation of reports of satisfactory progress.
 - (c) Travel costs incurred by an employee undertaking training in accordance with this clause, which exceed those normally incurred in travelling to and from work, shall be reimbursed by the employer.
- (5) All issues of paid training leave, including quantum and training consultative committees, shall be reviewed between the parties (MTFU (WA) and Government) after 12 months' operation. The unions reserve the right to press for the mandatory prescription of a minimum number of training hours per annum, without loss of pay, for an employee undertaking training to meet the needs of an individual enterprise and the metal and engineering industry.

37. - STRUCTURAL EFFICIENCY

- (1) The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and international competitiveness of the metal and engineering industry and to enhance the career opportunities and job security of employees in the industry.
- (2) At each workplace or enterprise the employer, employees and the relevant union or unions shall establish a consultative mechanism and procedures appropriate to the size, structure and needs of the workplace or enterprise. Measures raised by the parties for consideration consistent with the objectives of subclause (1) hereof shall be processed through that consultative mechanism and procedures.
- (3) Measures raised for consideration consistent with subclause (1) hereof shall be related to implementation of a new classification structure, the facilitative provisions contained in this Award and, subject to Clause 36. - Training Leave, matters concerning training.
- (4) Without limiting the rights of either the employer or a union to arbitration, any other measure designed to increase flexibility at a workplace/enterprise sought by any party shall be notified to the Commission and by agreement of the parties involved shall be implemented subject to the following requirements -
 - (a) The changes sought shall not affect provisions reflecting national standards.
 - (b) The majority of employees affected by any change at the workplace must genuinely agree to such change.
 - (c) Employees shall not lose income as a result of the change.
 - (d) The relevant union or unions must be a party to the agreement.
 - (e) The relevant union or unions shall not unreasonably oppose any agreement.
 - (f) Any agreement shall be subject to the approval by the Western Australian Industrial Relations Commission and, if approved, shall operate as a schedule to this Award and take precedence over other provision of this Award to the extent of any inconsistency.
- (5)
 - (a)
 - (i) An agreed new wages and classification structure is comprised in Clause 5. - Classification Structure and Definitions of this award. In the transition to this new structure the parties at each enterprise shall undertake appropriate consultation in accordance with subclause (2) of this clause.
 - (ii) Employees will transfer to the new classification structure, without loss of pay, in accordance with subclause (5) of the First Schedule - Wages of this award which has 'lined-up' old classifications with the new levels.

- (iii) Existing allowances related to work performed and/or responsibilities are to be reviewed as part of the classification/reclassification process. Where the work performed and/or responsibilities are contemplated in the definition for the classification/reclassification determined in a particular case such allowances are to be abolished or phased out as appropriate.
- (b) In the event of a claim for reclassification to a higher level under the new structure on the ground that such employee possesses equivalent skill and knowledge gained through on-the-job experience or on any other ground, the following principles shall apply.
 - (i) The parties confirm that an agreed disputes avoidance procedure shall be followed.
 - (ii) Agreed competency standards shall be established by the parties in conjunction with the relevant National and State Training Authorities for all levels in the new classification structure, described in Clause 5. - Classification Structure and Definitions of this award, before any claims for reclassification are processed.

However, if at individual enterprises the relevant union or unions and the employer agree, a set of interim reclassification guidelines may be adopted. In the event of such guidelines being adopted, they will be used for reclassification purposes only and shall be superseded by National competency standards when they are available.
 - (iii) An agreed accreditation authority may test the validity of an employee's claim for reclassification.
 - (iv) Reclassification to any higher level shall be contingent upon such additional work being available and required to be performed by the employer.
- (c) The parties are committed to modernising the terms of this award and to addressing the issues associated with training. They shall adopt the use of the National Implementation Manual as soon as it becomes available. The Manual may, by agreement between the parties, be amended to meet requirements in the public sector.

38. - COMPLAINTS AND CHARGES AGAINST EMPLOYEES

- (1) When any complaint as to the conduct of any employee is received by the employer or when any officer of the employer charges any employee with any misconduct or breach of duty the officer of the employer responsible for dealing with such complaint or charge shall first cause to be made a preliminary investigation of the circumstances. If as a result of such investigation the officer concerned is of the opinion that such complaint or charge may be true and is not of so trivial a nature as not to warrant any action, he/she shall require the employee concerned to attend before him/her to explain the incident or circumstances relating to the complaint or charge.
- (2) Any employee required under the provisions of subclause (1) of this clause to explain the incident or circumstances relating to a complaint or charge may, if he/she so desires, be accompanied by an official of the union of which he/she is a member.
- (3) The officer dealing with the complaint or charge shall give to the employee full particulars of the complaint or charge and, if in his/her opinion, it is of so serious a nature as likely if proved true to result in the dismissal of the employee, shall also give the employee the name and address of the person making the complaint or charge and, in any case before coming to any final decision on the matter, shall allow the employee (if desired) reasonable time to bring before such officer any employee or member of the public who may have any knowledge of the facts.
- (4) Any employee aggrieved by a decision of the officer dealing with a complaint or charge shall have the opportunity to bring all the facts relating thereto before the Chief Executive Officer and in so doing may have the assistance of an official of the union of which he/she is a member.

- (5) No record prejudicial to an employee shall be made on his/her conduct record card unless the provisions of this clause have first been complied with.

39. - LIBERTY TO APPLY

- (1) Should any oversight, omission or error arise in the consolidation of the Engineering Trades (Government) Award, 1967 Award Nos. 29, 30 and 31 of 1961 and 3 of 1962, with the Tool and Material Storemen (Education Department) Award 1975, No. 24 of 1974 and the Metal Trades (Metropolitan Perth Passenger Transport Trust) Award, No. 1 of 1974, there shall be liberty to apply to further amend the award to reflect the true intent of the parties.
- (2) With respect to subclauses (28) and (29) in Clause 17. - Special Rates and Provisions of this award, the unions reserve the right to pursue a higher amount for a Nominee Allowance than currently specified.

40. - EMPLOYEES NORTH OF 26TH PARALLEL
- TRAVEL CONCESSION, ANNUAL LEAVE

- (1) Employees who work north of the 26th parallel shall be entitled to an annual leave travel concession, on an annual basis, for recreation leave.
- (2) Provided that the entitlement referred to in subclause (1) hereof shall only be available to employees who have worked continuously in the area for 12 months.
- (3) An employee may elect to proceed direct to any point south of the 26th parallel in Western Australia, provided that travel will only be approved to a point not further south than Perth; provided further that where special circumstances exist, approval may be given for the concession to apply to other destinations.
- (4) The concession shall be available in the following manner -
- (a) a return air fare for the employee and his/her dependants to Perth; or
 - (b) full motor vehicle allowance for the car trip at the rates prescribed in Clause 18. - Car Allowance of this award, provided that reimbursement shall not exceed the cost of a return air fare to Perth for the employee and dependants.
- (5) An employee, who has less than 12 months of service in the abovementioned area and who is required to proceed on annual leave to suit the convenience of the employer, shall be entitled to the provisions of subclause (4) hereof.
- (6) Paid Travelling Time
- (a) In the case of travel as described in paragraph (a) of subclause (4) hereof, one day, each way, travelling time shall be paid for as though worked.
 - (b) In the case of travel as described in paragraph (b) of subclause (4) hereof, employees shall be entitled to the following travelling time, paid for as though worked -
 - (i) employees stationed north of the 20th degree parallel - 2.5 days each way; or
 - (ii) for the remainder - two days each way.
- (7) The mode of travel shall be at the discretion of the employer.
- (8) A travel concession, not utilised within 12 months of becoming due, will lapse.

41. - INTRODUCTION OF CHANGE

- (1) Employer's Duty to Notify
 - (a) Where an employer has made a definite decision to introduce major changes in production, programme, organisation, structure or technology that are likely to have "significant effects" on employees, the employer shall notify the employees who may be affected by the proposed changes and their union or unions.
 - (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's work force or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for re-training or transfer of employees to other work or locations and the re-structuring of jobs. Provided that where the award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have "significant effects".
- (2) Employer's Duty to Discuss Change
 - (a) The employer shall discuss with the employees affected and their union or unions inter alia, the introduction of the changes referred to in subclause (1) hereof, the effects the changes are likely to have on employees, measures to avert or minimise adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their unions in relation to the changes.
 - (b) Discussion shall commence as soon as practicable after a firm decision has been made by the employer to make the changes referred to in subclause (1) hereof.
 - (c) For the purpose of such discussion, the employer shall provide to the employees concerned and their union or unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer shall not be required to reveal confidential information, the disclosure of which would be inimical to the employer's interests.

42. - JURY SERVICE

- (1)
 - (a) An employee required to serve on a jury shall, as soon as possible after being summonsed to serve, notify the employer.
 - (b) The summons to serve must be produced when making application to obtain leave for jury service.
- (2)
 - (a) An employee required to serve on a jury shall be granted leave of absence by the employer, without loss of pay, but only for the period required to enable the employee to carry out his/her duties as a juror.
 - (b) Any fees paid to an employee for jury service shall be refunded to the employer.
 - (c) Where jury service is required while an employee is on any form of paid leave, such leave will not be reinstated.
- (3) An employee must return to duty immediately upon being discharged from jury service, if such release occurs during normal working hours.
- (4) The conditions specified in subclauses (1) to (3) hereof shall also apply where an employee is required as a Crown Witness during normal working hours.

43. – DEFENCE FORCE TRAINING LEAVE

- (1) Subject to departmental approval and convenience, leave of absence may be granted to an employee who is a volunteer member of the Defence Forces or the Cadet Force for the purpose of attending an annual camp of continuous training, additional approved camp or course of instruction, subject to the conditions set out hereunder.
- (2)
 - (a) An employee may be granted two weeks of special leave on full pay in each period of 12 months commencing on 1 July each year. Two weeks means, in the case of five day a week employees, ten days and, in the case of six day a week employees, 12 days' pay.
 - (b) If the Officer in Charge of a unit certifies that it is essential for an employee to be at the camp in an advance or rear party, a maximum of four extra days on full pay may be granted in the 12 month period.
- (3)
 - (a) In addition to leave granted under subclause (2) of this clause, further leave for the purpose of attending an additional approved camp or course of instruction may be granted as leave without pay and the difference between civil and Defence Forces pay made up.
 - (b) In calculating Defence Forces pay for additional camps or courses, weekends and holidays should be excluded so that employees will have the benefit of any pay with respect of these days. Evidence must be submitted to the employer of the necessity for attendance at such extra camps or courses of instruction.
- (4) Employees who are members of the Defence Forces and the Cadet Force may only be granted leave for attendance at one annual camp of continuous training and one additional approved camp or course of instruction.

APPENDIX - RESOLUTION OF DISPUTES REQUIREMENT

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

FIRST SCHEDULE - WAGES

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

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

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

- (b) Subject to this Schedule, an adult employee in a classification specified in the table set out in subclause (2) hereof (other than an apprentice or an employee of the Building Management Authority) shall be paid at the respective award wage rate per week assigned to that class of work.

The all-purpose hourly rate for this Award shall be 1/38th of the total rate prescribed herein.

- (2)

Classification:	On Engagement \$	Safety Net Adjustment\$	Total Rate \$
C5 Advanced Engineering Tradesperson -level II	566.80	348.70	915.50
C6 Advanced Engineering Tradesperson -Level I	545.00	348.00	893.00
C7 Engineering Tradesperson Special Class - Level II	501.40	346.50	847.90
C8 Engineering Tradesperson Special Class - Level I	479.60	345.80	825.40
C9 Engineering Tradesperson - Level II	457.80	347.10	804.90
C10 Engineering Tradesperson - Level I/Production Systems Employee	436.00	346.40	782.40
C11 Engineering Employee - Level IV	402.90	343.20	746.10
C12 Engineering Employee - Level III	381.10	342.40	723.50
C13 Engineering Employee - Level II	357.50	341.60	699.10
C14 Engineering Employee - Level I	340.10	341.00	681.10

- (3) Transitional Arrangements

- (a) Notwithstanding the wage rates contained in subclause (2) hereof, existing employees employed in the classifications designated as C13 and C11A who, prior to the commencement of the first pay period on or after the 27th August, 1992 received wages in excess of those contained in subclause (2) hereof shall, in addition to the rates specified therein, receive an additional all-purpose rate as follows:

	\$
C13 -	
Second year of service	1.90
Third year of service and above	3.00
C11A -	
Third year of service and above	0.10

These rates will not be increased for any reason and shall be absorbed when the rates in subclause (2) hereof are increased by an future wage movements.

- (4) The classification prescribed in the relevant minimum rates award on which the rate prescribed for the key classification in this award is based, is the wage group C 10 in the Metal Trades (General) Award No. 13 of 1965.
- (5) (a) In addition to the rates contained in subclauses (2) and (3) hereof, employees designated in classifications C 14 to C 7 inclusive shall receive an all-purpose industry allowance of \$18.60.
- (b) This allowance shall be paid in two instalments, as follows:
- (i) \$9.30 of the allowance shall be paid after the first 12 months of Government service; and
- (ii) the remaining \$9.30 - totalling \$18.60 - shall be paid on completion of 24 months of Government service.
- (c) The industry allowance shall be adjusted in accordance with any movements to the wage prescribed in subclause (2) hereof, as follows:
- (i) The increase shall apply to the 'plus 24 months of service' rate;
- (ii) The increase is to be rounded to the nearest ten cents;
- (iii) The rate is to be divided by two to calculate instalments in accordance with subparagraphs (i) and (ii) of paragraph (b) hereof, provided that the instalment rates are not expressed in less than ten cents amounts; and
- (iv) In the event of such an equal division of the industry allowance not resulting in the rates being expressed in less than ten cent amounts, as provided in subparagraph (iii) hereof, the division shall be unequal and weighted to the 12 months' service instalment.
- (6) The classifications prescribed in subclause (3) hereof include persons previously engaged as follows:

C 6 Advanced Engineering Tradesperson Level I –

Electronics Tradesperson - Groups A, B and C

Instrumentation and Control Tradesperson - Groups A, B and C

C 8 Engineering Tradesperson - Special Class Level I -

A	Electrician - Special Class
	Mechanical Tradesperson - Special Class
	Instrument Tradesperson - Complex Systems
B	Pattern Maker
	Tool Maker
	Scientific Instrument Maker and Repairer
	District Electrical Technician

C 9 Engineering Tradesperson - Level II -

Tradesperson with marking off responsibilities

Welder - Special Class

C10 Engineering Tradesperson - Level II -

Automotive Electrical Fitter

Blacksmith
 Brass Finisher
 Driller using Asquith or Tullis radial drills
 Driller using borer or cutter bar
 Electrical Fitter and/or Armature Winder
 Electrical Installer
 First Class Machinist
 Fitter
 Installer - low voltage equipment
 Linesperson - Grade 1
 Motor Mechanic
 Moulder
 Plant Mechanic
 Radio and Television Serviceperson
 Refrigeration Fitter
 Turner and/or Iron Machinist
 Welder - First Class

C11 Engineering Employee - Level IV -

A	Certified Rigger and Splicer or Scaffolder on ships and buildings
	Linesperson - Grade 2
B	Rigger and Splicer or Scaffolder, other than certificated, on ships and buildings
	Tool and Material Storeperson (Education Department)
C.	Certified Electrical Overhead Crane Driver
	Cycle (Other than Motor) Mechanic
	Driller using Swift Machine
	Furnaceperson (Iron)
	Rigger and Splicer or Scaffolder (Other than on ships and buildings)
	Tool and Material Storeperson (Education Department)
D.	Furnaceperson (Brass)
	Tool Storeperson
	Tool and Material Storeperson (Education Department)

C12 Engineering Employee - Level III -

Annealing Stove Attendant
 Bolt Machinist
 Casting Dresser
 Crane Attendant
 Cycle (Other than Motor) Mechanic's Assistant
 Driller
 Screwer
 Shearer
 Welder - Second Class

C13 Engineering Employee - Level II -

Furnaceperson's Assistant
 Process Worker

Shot Blast/Sand Dresser
Trades Assistant
Welder - Fourth Class

C14 Engineering Employee - Level I -

Labourer

(7) Casual Employees

An employee who is engaged to work for less than five consecutive days shall be paid 20% of the ordinary rate in addition to the ordinary rate for the class of work performed.

(8) (a) Leading Hands

A tradesperson placed in charge of three or more other employees shall, in addition to the ordinary rate, be paid per week:

	\$
If placed in charge of not less than three and not more than 10 other employees	29.90
If placed in charge of more than 10 and not more than 20 other employees	45.50
If placed in charge of more than 20 other employees	58.40

(b) Any tradesperson moulder employed in a foundry where no other jobbing moulder is employed shall be paid at the rate prescribed for leading hands in charge of not less than three and not more than 10 other employees.

(c) A Certificated Rigger or Scaffolder on ships and buildings, other than a Leading Hand, who, in compliance with the provisions of the Occupational Health, Safety and Welfare Act and Regulations 1988, is responsible for the supervision of not less than three other employees, shall be deemed to be a Leading Hand and be paid at the rate prescribed for a Leading Hand in charge of not less than three and not more than ten other employees.

(d) In addition to any rates to which an employee may be entitled under this clause a Mechanic-in-Charge, employed by the Department of Conservation and Land Management in the following towns, shall be paid per week –

	\$
Manjimup, Collie	72.90
Harvey, Dwellingup, Mundaring, Yanchep	36.20
Ludlow, Nannup, Margaret River, Kirup, Walpole, Pemberton	18.40
Jarrahdale	18.40

(9) Apprentices

(a) The weekly wage rate shall be a percentage, as hereunder, of the tradesperson's rate:

	%
Five Year Term -	
First Year	40
Second Year	48
Third Year	55
Fourth Year	75
Fifth Year	88

Four Year Term -

First Year	42
Second Year	55
Third Year	75
Fourth Year	88

Three and a Half Year Term -

First Six Months	42
Next Year	55
Next Following Year	75
Final Year	88

Three Year Term -

First Year	55
Second Year	75
Third Year	88

- (b) For the purposes of this subclause, "Tradesperson's Rate" means the rate of pay prescribed for an employee classified as Engineering Tradesperson Level 1 in subclause (2) hereof.

(10) Construction Allowance

- (a) In addition to the appropriate rate of pay prescribed in subclause (1) hereof, an employee shall be paid -
- (i) \$52.10 per week if engaged on the construction of a large industrial undertaking or any large civil engineering project;
 - (ii) \$47.00 per week if engaged on a multi-storeyed building but only until the exterior walls have been erected, the windows completed and a lift made available to carry the employee between the ground floor and the floor upon which he/she is required to work. A "multi-storeyed building" is a building which, when completed will consist of at least five storeys.
 - (iii) \$27.70 per week if engaged otherwise on construction work falling within the definition of construction work in Clause 5. - Classification Structure and Definitions of this Award.
- (b) Any dispute as to which of the aforesaid allowances applies to particular work shall be determined by the Western Australian Industrial Relations Commission.
- (c) Any allowance paid under this subclause includes any allowance otherwise payable under Clause 17. - Special Rates and Provisions of this Award.

(11) Tool Allowance

- (a) Where an employer does not provide a tradesperson or an apprentice with the tools ordinarily required by that tradesperson or apprentice in the performance of work as a tradesperson or as an apprentice, the employer shall pay a tool allowance of -
- (i) \$16.50 per week to such tradesperson; or
 - (ii) In the case of an apprentice a percentage which appears against the relevant year of apprenticeship in this Schedule,
- for the purpose of such tradesperson or apprentice supplying and maintaining tools ordinarily required in the performance of work as a tradesperson or as an apprentice.
- (b) Any tool allowance paid pursuant to paragraph (a) hereof shall be included in, and form part of, the ordinary weekly wage prescribed in this Schedule.

- (c) An employer shall provide, for the use of tradespersons or apprentices, all necessary power tools, special purpose tools and precision measuring instruments.
- (d) A tradesperson or apprentice shall replace or pay for any tools supplied by the employer, if lost through the negligence of such employee.

(12) Drilling Allowance

A driller using a Herbert two-spindle sensitive machine to drill to a marked circumference shall be paid an additional \$2.73 per hour whilst so engaged.

- (13) An engineering employee who is not protected from flying shot and sand by a properly enclosed cabin shall receive a weekly allowance to increase his/her wage to an amount not less than that received by a C11 Engineering Employee - Level IV.

(14) Minimum Wage:

- (a) No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.
- (b) The minimum adult award wage for full-time employees aged 21 or more is \$665.90 per week payable on and from the commencement of the first pay period on or after 1 July 2014.
- (c) The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case Decisions.
- (d) Unless otherwise provided in this clause adults employed as casuals, part-time employees or piece workers or employees who are remunerated wholly on the basis of payment by result shall not be paid less than pro rata the minimum adult award wage according to the hours worked.
- (e) Employees under the age of 21 shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award to the minimum adult award wage.
- (f) The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or Jobskill placements or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the Minimum Conditions of Employment Act 1993.
- (g) 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.
- (h) Subject to this clause the minimum adult award wage shall –
 - (i) Apply to all work in ordinary hours.
 - (ii) 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.

(i) 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 2014 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.

(j) Adult Apprentices

- (i) Notwithstanding the provisions of this clause, an apprentice, 21 years of age or more, shall not be paid less than \$572.20 per week on and from the commencement of the first pay period on or after 1 July 2014.
- (ii) The rate paid in the paragraph above to an apprentice 21 years of age or more is payable on superannuation and during any period of paid leave prescribed by this award.
- (iii) 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.
- (iv) Nothing in this clause shall operate to reduce the rate of pay fixed by the award for an adult apprentice in force immediately prior to 5 June 2003.

SECOND SCHEDULE - LIST OF RESPONDENTS

The Minister for Works
The Minister for Education
The Minister for Health
The Minister for Agriculture
The Minister for Transport
The Minister for Police
The Minister for Housing
The Minister for Conservation and Land Management
The State Shipping Service
Commissioner of Main Roads
Board of Management, Royal Perth Hospital
Board of Management, Princess Margaret Hospital
Board of Management, Sir Charles Gairdner Hospital
Board of Management, King Edward Memorial Hospital
Board of Management, Fremantle Hospital
Western Australian Egg Marketing Board
Metropolitan (Perth) Passenger Transport Trust
Rottnest Island Authority

THIRD SCHEDULE - MEMORANDA OF AGREEMENT

Part A - Provisions Applying to All Employees Excluding Those Employed by Transperth and Bike Shop Employees Employed by the Rottnest Island Authority

The following provisions relating to Hours of Work are agreed between the parties.

- (1) Workers' Compensation - 20 Day Work Cycle:
 - (a) Where an employee is on workers' compensation for periods for less than one complete 20 day work cycle, such employee will accrue towards and be paid for the succeeding rostered day off following such leave.
 - (b) An employee will not accrue rostered days off for periods of workers' compensation where such period of leave exceeds one or more complete 20 day work cycles.
 - (c) An employee who is on workers' compensation for less than one complete 20 day work cycle and a rostered day falls within the period, the employee will not be re-rostered for an additional day off.
- (2) For employees working the 20 day work cycle there will be no rostered days off duty applicable whilst on leave without pay, nor shall any credit accumulated for such periods of leave.
- (3) Weekly allowances as prescribed in the award shall not be reduced as a result of the "rostered day off" occurring in any particular week.
- (4) Agreed Trade Offs in Implementing the 38 Hour Week:
 - (a) There will be no wash up time prior to knocking off work for the day, however, employees may be permitted by their supervisors to wash after completing particularly dirty assignments as would normally be the case.
 - (b) There will be no afternoon tea break.
 - (c) Employees will be paid fortnightly either by cheque or into a bank account, building society, or approved credit union account.

Provided that in the case of employees at the Royal Perth Hospital, King Edward Memorial Hospital, Fremantle Hospital, Princess Margaret Hospital and Sir Charles Gairdner Hospital, the following trade-offs will apply:

- (a) There will be no wash up time prior to knocking off work for the day,

however, staff may be permitted by their foreman to wash after completing particularly dirty assignments as would normally be the case.
- (b) There will be no time off for collecting pays during normal working hours.

Provided that in the case of employees of the Western Australian Meat Commission the following trade-offs will apply:

- (a) There will be no afternoon tea break.
- (b) Wash up time will be reduced from 15 minutes to 4 minutes.
- (c) There will be no time off for collecting pay during normal working hours.

Provided that in the case of employees at the Health Department the following trade-offs will apply:

- (a) There will be no wash up time prior to knocking off work for the day, unless an employee has been on a job that entitles him to dirt money.

Provided that in the case of employees at the Department of Agriculture, the following trade-offs will apply:

- (a) There will be no afternoon tea break.
- (b) There will be no wash up time prior to knocking off work for the day, however, employees may be permitted by their foreman to wash after completing particularly dirty assignments as would normally be the case.
- (c) New employees will be paid fortnightly into a bank, building society or approved credit union account.

Provided that in the case of employees of the State Housing Commission the following trade-offs shall apply:

- (a) There will be no wash up time prior to knocking off work for the day, however, staff may be permitted by their Foreman to wash after completing particularly dirty assignments as would normally be the case.
- (b) There will be no afternoon tea break.
- (c) Employees will be paid fortnightly either by cheque or into a Bank Account, Building Society or approved Credit Union. Where employees are paid by cheque the cheque will be either posted to the employee or the employee will be responsible for collecting the cheque in his own time.

Provided that in the case of employees of the Main Roads Department the following trade-offs shall apply:

- (a) payment of wages will be made directly into a nominated bank, building society or credit society, with pay advice slips available for collection, where practicable, from the foreman at the camp site or depot on pay day.
- (b) The afternoon tea break no longer applies.
- (c) Wash up time in the Department's time no longer applies.

Provided that in the case of employees of the Agriculture Protection Board the following trade-offs shall apply:

- (a) There will be no afternoon tea break.
- (b) The morning tea break will be reduced to 7 minutes per day.
- (c) Payment will be made fortnightly into a Bank, Building Society or Credit Union account.

Provided that in the case of employees of the State Engineering Works the following trade-offs and practices shall apply:

Where, to meet the needs of the Works, the employee is required to work on his rostered day off, that employee will be re-rostered for another day off duty within ten (10) work days. The re-rostered day will be the first or last working day of the week unless another day is agreed between the Works and the employee.

However, where the operational requirements of the employer are such that a day in lieu of the rostered day off cannot be reasonably taken, overtime payment may be made.

Trade Offs

- (a) There will be no wash up time prior to knocking off at lunch time or prior to ceasing work for the day, however, staff may be permitted by their Foreman to wash after completing particularly dirty assignments as would normally be the case.
- (b) The morning tea break will be 7 minutes.
- (c) Payment will be made fortnightly into a bank, building society or credit union account.
- (d) The issue of personal safety equipment and clothing will be made in the employee's own time.

Provided that for tool and material storemen employed at the Education Department, due to the operational requirements of the employer, employees may accumulate the rostered days off which will be taken as days in lieu during school vacation periods or another mutually agreed period. The employer and employee will mutually agree as to when the days in lieu of the rostered days off will be taken however, such leave will be taken subject to the routine maintenance requirements of the employer.

All leave in lieu of the rostered days off will be taken as full credit entitlements. An employee will not be entitled to such leave on a pro rata credit basis.

Any dispute concerning the taking of leave in lieu of the rostered days off will be referred to a meeting of the employer and the Union concerned.

Should an employee be required to work during such periods of leave no overtime will be paid and the employee by agreement with the employer will be re-rostered off duty at a mutually convenient period.

The following trade-offs shall apply:

- (a) There shall be no afternoon tea breaks.
- (b) Except where exceptionally dirty work has been performed no formal washing up time at the completion of the days' work shall apply.
- (c) In order to service students requiring tools from a store on the storeman's rostered day off, the employer may require another suitably qualified storeman to provide such service provided he is not engaged in servicing the requirements of students from his own store.

PART B - PROVISIONS APPLYING TO EMPLOYEES EMPLOYED BY TRANSPERTH

(1) WORKING HOURS - 9 DAY FORTNIGHT

The ordinary hours shall be worked within a fortnightly cycle of eight and one half hours for each eight days, and eight hours on the ninth day to enable the tenth day to be taken as an unpaid rostered day off (RDO).

(2) ROSTERED DAY OFF

- (a) At the main workshops at Kensington Street a complete closedown will occur on the first Monday of each fortnight.
- (b) At running depots, employees will be rostered off on the first or last working day of either week of a fortnightly cycle as agreed between the parties.
- (c) Notwithstanding subclause (5) of Clause 22. - Holidays of this award, where an RDO falls on a Public Holiday another day will be observed in lieu as agreed between the parties. Unless otherwise agreed the alternate day will be the first or last working day of a week.

- (d) Because of the need to roster apprentices off duty at the same time as the tradespersons to whom they are assigned, and to meet their schooling requirements, apprentices may have their rosters changed without notice.
- (e) In appropriate circumstances employees may accumulate RDO's to a maximum of 5 days. Such days are to be cleared within 12 months.

(3) PART-TIME AND TEMPORARY EMPLOYMENT

Temporary and/or part-time labour may be employed consistent with Government guidelines and policy (including redeployment, retraining and redundancy) and the following:

- (a) The period of employment will not be less than three weeks except in unplanned absences such as sickness, workers compensation, or employee initiated leave requests.
 - (b) Will only take effect where peak workloads require additional staff, or to cover shortages such as identified in subclause (a) of this clause.
 - (c) 11 positions being filled by temporary or part-time employees as required by the workload rather than being filled by permanent full-time employees. Any further reductions will be processed by reference to the Consultative Committee, or failing agreement, by the Dispute Settling Procedure.
- (4) Contract labour may be used for work not normally performed by Transperth employees. Every endeavour will be made to use Transperth labour and skills where applicable. Wherever practicable prior to contract labour being used, discussions will take place through the Consultative Committee and union(s) whilst accepting that in emergency situations immediate action may be required without such prior consultation, but this is not intended to cover routine maintenance.
 - (5) Employees shall be paid fortnightly by electronic funds transfer to agreed financial institutions.
 - (6) Overtime shall be allocated on a specific work requirements basis and "one in all in" overtime shall not apply.
 - (7) The principle of "one person maintenance" is confirmed subject to Occupational Health, Safety and Welfare legislative requirements.
 - (8) Supervisors may in the normal function of their duties be called upon to demonstrate to and train personnel in technological change, or carry out the normal day to day training of apprentices under their control. This should not be construed in any way to represent agreement for a supervisor to be employed on general productive work.

The above agreement specifically allows for -

- (a) Supervision of apprentices - flexibility (within the overall award specified ratios) to allocate apprentices depending on job types and supervision requirements.
- (b) Short term (up to one week) in coverage but at applicable higher duty rates of the absence of supervisors by tradespersons or leading hands without the need to reallocate supervisors; in conjunction with management's right to provide limited replacement, or no replacement, if not considered warranted.
- (c) Supervisors to handle tools, carry out minor repairs, keep their hands in, keep up to date, subject to agreed conditions, e.g. changing mirrors or light globes, practical work on maintenance problems, and a "hands on" approach to new technology and procedures.

Some buses defected for minor complaints could be quickly returned for traffic use in the absence of a tradesperson. This is not expected to result in a reduction in the number of vehicles required to operate the service but will maintain the quality of service, specifically "on time" departures.

- (9) Leave Balancing - leave entitlements to be balanced to 30 June each year (as for the remainder of the organisation) with allocations to take account of known peak requirements.
- (10) Rehabilitation - this is the responsibility of all parties and every effort will be made to ensure that employees seeking assistance will be able to resume a normal work pattern, given time and attention. This includes allocation to different work to assist with, and allow a gradual return to, full capabilities and regaining former work place positions.
- (11) Ticketing System (Electronic) - acceptance of full operation of equipment and operating procedures of whichever system is introduced by Transperth.
- (12) DISPUTE SETTLEMENT PROCEDURE

The objectives of the procedure shall be to promote the resolution of disputes by measures based on consultation, co-operation and discussion; to reduce the level of industrial confrontation; and to avoid interruption to the performance of work and the consequential loss of production and wages.

- (a) Depending on the issues involved, the Division(s)/Department(s) involved and the Trade union membership of the employees concerned, procedures involving up to four stages of discussion shall apply. These stages are:
 - (i) Discussions between the employees concerned and, at their request, the appropriate Trade Union Shop Steward(s) and/or Delegates, and the immediate Supervisor.
 - (ii) Discussions involving the employees, the Shop Steward(s) and engineering management.
 - (iii) Discussions involving representatives from the State Branch of the Trade Union(s) concerned and appropriate employer representatives.
 - (iv) Discussions involving Trade Union Officials and appropriate employer representatives.

Opportunities within these procedures will exist for any party to raise the issue to a higher stage.

- (b) There will be a commitment by the parties to achieve adherence to the procedure. This will be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.
- (c) Throughout all stages of the procedure, all relevant facts shall be clearly identified and recorded.
- (d) Time limits will be placed on the completion of discussions throughout the procedure. At least seven days will be allowed for all stages of the discussions to be finalised.
- (e) Emphasis shall be placed on a negotiated settlement. However the procedure provides that after the negotiation process has been exhausted, the grievances may be referred to the Western Australian Industrial Relations Commission, or the Australian Industrial Relations Commission as appropriate for conciliation and other forms of assistance acceptable to all parties.
- (f) In order to allow for the peaceful resolution of grievances no stoppages of work, lock-outs or any other bans or limitations on the performance of work shall occur while the procedures for negotiations and conciliation are being followed.
- (g) Transperth will ensure that all practices applied during the course of any dispute are in accordance with safe working practices and consistent with established custom and practice at the workplace.

(13) FLEXIBILITY OF ROSTERED DAYS OFF

The parties agree that in appropriate circumstances an employee may accrue his/her rostered days off to a maximum of five days. Accrued days off must be taken within 12 months of the date of 14 January 1988, and each 12 months thereafter.

(14) AFTERNOON TEA BREAK

There will be no afternoon tea break.

(15) There will be no wash-up time prior to knocking off work for the day; however, staff may be permitted to wash after completing particularly dirty assignments, as would normally be the case.

(16) Passes: Each employee employed by Transperth under the provisions of this award shall be issued with a pass to be available over all bus and ferry routes operated by Transperth and subject to such conditions as may be prescribed from time to time by Transperth.

(17) Tradespeople who are required to operate as an Inspector of Components (gearbox, unit repair or electronics) or to operate a Dynamometer shall, in addition to their weekly rate of pay receive an all-purpose payment of \$16.60 per week whilst carrying out the actual duties.

PART C - PROVISIONS APPLYING TO BIKE SHOP EMPLOYEES
EMPLOYED BY THE ROTTNEST ISLAND AUTHORITY

(1) Seasonal Employees

Employees may be engaged in the classifications of Cycle (Other Than Motor) Mechanic and Cycle (Other Than Motor) Mechanic Assistant on a seasonal basis.

The term of engagement of seasonal employees shall in no case be less than one week and no more than 12 months.

Seasonal employees shall be employed on a full-time basis and shall be entitled to all the same award conditions as permanent employees.

(2) Public Holidays

In addition to paragraph (b) of subclause (3) of Clause 22. - Holidays of this award, employees of the bike shop who work on a public holiday may elect to be paid at single time rates for working such holiday and to accrue additional leave at the rate of time and one half.

Employees shall nominate to the Authority at the beginning of each financial year their preferred option in respect of the manner of payment and accrual of time in lieu for working such holidays.

FOURTH SCHEDULE - DEFINITIONS OF PREVIOUS CLASSIFICATIONS

- (1) "Motor Mechanic" means an employee engaged in assembling (except for the first time in Australia), making, repairing, altering or testing the metal parts (including electric) of the engines or chassis of motor vehicles other than motor cycles.
- (2) "Process Worker" means an employee engaged on repetition work on any automatic, semi-automatic, or single purpose machine, or any machine fitted with jigs, gauges, or other tools, rendering operations mechanical, or in the assembling of parts of mechanical appliances or other metallic articles so made, or any repetitive hand processes.
- (3) "Toolmaker" means a tradesperson making and/or repairing any precision tool, gauge, die or mould to be affixed to any machine, who designs or lays out his/her work and is responsible for its proper completion.
- (4) "Welder - Special Class" means a tradesperson using electric arc and/or oxy-acetylene equipment and who is required to, and is competent to, apply general trade experience in welding all the following classes of metals: mild steel, stainless steel, cast iron, aluminium, copper, brass, die cast metal and magnesium.
- (5) "First-Class Welder" means an employee using oxy-acetylene, electric arc or petrol or coal gas blow pipe on any work other than that of a Second, Third or Fourth Class Welder as defined.
- (6) "Second-Class Welder" means an employee who -
 - (a) uses any of the foregoing types of welding apparatus in filling castings; or
 - (b) welds with the aid of jigs; or
 - (c) operates automatic welding machines for the setting-up of which he/she is not responsible; or
 - (d) operates a profile cutting or a straight line cutting machine.
- (7) "Third-Class Welder" means an employee who uses any of the foregoing types of welding apparatus in tacking preparatory to the completion of work by any other employee.
- (8) "Fourth-Class Welder" means an employee using an electric spot or butt-welding machine, or cutting scrap with oxy-acetylene blow pipe, petrol or coal gas blow pipe.
- (9) "Electrician - Special Class" means, subject to paragraph (c) hereunder, an electrical fitter or electrical installer who -
 - (a)
 - (i) has satisfactorily completed a prescribed post trade course in industrial electronics; or
 - (ii) has, whether through practical experience or otherwise, achieved a standard of knowledge comparable to that which would be achieved under sub-paragraph (i) hereof; and
 - (b)
 - (i) is engaged on work in or in connection with complicated or intricate circuitry, which work requires for its performance the standard of knowledge referred to in paragraph (a) hereof; and
 - (ii) is able, where necessary and practicable, to perform such work without supervision and to examine, diagnose and modify systems comprising inter-connected circuits,

but does not include such an employee unless the work on which he/she is engaged requires for its performance knowledge in excess of that gained by the satisfactory completion of the appropriate Technical College trade course.

- (c) For the purposes of this award an employee shall be deemed to be an Electrician - Special Class only for the time during which the foregoing conditions are met, unless -
 - (i) that time exceeds 16 hours per week; or
 - (ii) in the opinion of the employer or, in the event of disagreement, in the opinion of the Board of Reference, that time is likely during the course of employment to exceed two days per week on average,

in which case he/she shall be classified as Electrician - Special Class for as long as the employment continues on either of those bases.

- (d) In the event of disagreement about the implementation of this Electrician - Special Class provision, a Board of Reference shall determine the matter.
- (e) For the purpose of this definition the following courses are deemed to be prescribed post trade courses in industrial electronics -
 - (i) Post Trade Industrial Electronics Course of the New South Wales Department of Technical Education.
 - (ii) The Industrial Electronics Course (Grades 1 and 2) as approved by the Education Department of Victoria.
 - (iii) The Industrial Electronics Course of the South Australian School of Electrical Technology.
 - (iv) Industrial Electronics (Course "C") of the Department of Education, Queensland.
 - (v) The Industrial Electronics Course of the Technical Education Department of Tasmania.
 - (vi) The Certificate in Industrial Electronics of the Technical Education Division, Education Department of Western Australia.

- (10) "Electronics Tradesperson" means an electrical tradesperson working at a level beyond that of electrician special class and who is mainly engaged in applying knowledge and skills to the tasks of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment on which the tradesperson is required to carry out his/her tasks.

To be classified as an Electronics Tradesperson, he/she must have at least three years on-the-job experience as a tradesperson in electronics systems utilising integrated circuits and in addition must have satisfactorily completed a post trades course in electronics equivalent to at least two years' part time study.

In addition, to be classified as an Electronics Tradesperson, he/she must be capable of -

- (a) Maintaining and repairing multi-function printed circuitry using circuit diagrams and test equipment.
- (b) Working under minimum supervision and technical guidance.
- (c) Providing technical guidance within the scope of the work described in this definition.
- (d) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

- (11) "Instrumentation and Controls Tradesperson" means an instrument tradesperson working at a level beyond that of Instrument Tradesperson - Complex Systems and who is mainly engaged in applying skills and knowledge to installing, repairing, maintaining, servicing, testing, modifying, commissioning, calibrating and fault finding industrial instruments which make up a complex control system which utilises some combination of electrical, mechanical, hydraulic and pneumatic principles and electronic circuitry containing complex analogue and/or digital control systems utilising integrated circuitry.

The application of this skill and knowledge would require an overall understanding of the operating mode of principles of the various types of measurement and control devices on which the tradesperson is required to perform his/her tasks.

To be classified as an Instrumentation and Controls Tradesperson, he/she must have at least three years on-the-job experience as a tradesperson - 12 months of which must be at the level of instrument tradesperson - complex systems - and, in addition, must have completed a related post-trades course equivalent to at least two years' part time study.

In addition, to be classified as an Instrumentation and Controls Tradesperson, he/she must be capable of -

- (a) maintaining and repairing multi-function printed circuitry of the type described in this definition using circuit diagrams and test equipment;
- (b) working under minimum supervision and technical guidance;
- (c) providing technical guidance within the scope of the work described in the definition; and
- (d) preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

- (12) "Instrument Tradesperson - Complex Systems" means an instrument tradesperson who is mainly engaged in installing, repairing, maintaining, servicing, testing, modifying, commissioning, calibrating and fault finding instruments which make up a complex control system which utilises some combination of electrical, electronic, mechanical, hydraulic and pneumatic principles.

To be classified as an Instrument Tradesperson - Complex Systems, he/she will have -

- (a) had a minimum of two years' on-the-job experience as a tradesperson working predominantly on complex and/or intricate instrument systems as will enable such employee to perform such work under minimum supervision and technical guidance; and
- (b) satisfactorily completed an appropriate post trade course equivalent to at least two years' part time study or has achieved to the satisfaction of the employer a comparable standard of skill and knowledge by other means including in-plant training or on-the-job experience referred to in paragraph (a) above.

- (13) "Mechanical Tradesperson - Special Class" means, subject to paragraph (c) hereunder, a mechanical tradesperson who -

- (a) (i) is engaged in work on, or in connection with, fluid power circuitry, which work requires for its performance the standard of knowledge and skills referred to in sub-paragraphs (iii) and (iv) hereof;
- (ii) is able, where necessary and practicable, to perform such work without supervision and to examine, diagnose and modify systems comprising interconnected fluid power circuits; and
- (iii) has satisfactorily completed the following TAFE units:

Course

Syllabus No.

Industrial Hydraulics 1 85007
and
Industrial Pneumatics 1 85009

and either -

Industrial Hydraulics 2 85008
and
Hydraulic Component Repair 85012

or

Pneumatic System Maintenance
(Industrial) 85010
and
Pneumatic System Control
(Industrial) 85014

or

- (iv) has, whether through practical experience or otherwise, achieved a standard of knowledge comparable to that which would be achieved under sub-paragraph (iii) hereof or, in the case of a dispute, has been satisfactorily assessed and/or examined pursuant to the Fluid Power Exemptions Course detailed in paragraph (d) hereof;

but does not include such an employee unless the work on which the employee is engaged requires for its performance knowledge in excess of that gained by the satisfactory completion of the appropriate Technical College Trade Course.

- (b) For the purpose of this award an employee shall be deemed to be a Mechanical Tradesperson - Special Class only for the time during which the employee meets the foregoing conditions, unless -

(i) that time exceeds 16 hours per week; or

(ii) in the opinion of his/her employer, or in the event of disagreement in the opinion of the Board of Reference, that time is likely, during the course of employment, to exceed 16 hours per week on average,

in which case the employee shall be classified as Mechanical Tradesperson - Special Class for as long as the employment continues on either of those bases.

- (c) For the purpose of this definition, employees who have completed courses in any other state shall, in the event of a dispute, submit their credentials for assessment by TAFE or be assessed in accordance with sub-paragraph (a)(iv) above.

- (d) Fluid Power Exemptions Course

Course exemptions for Fluid Power Certificate Units can only be granted on completion of the TAFE divisional examination. However, class attendance exemptions may be granted for the following reasons:

(i) Attending Short Vocational Course (30 hours). This will exempt the student from the practical component of the course. However, the theory component can be completed by a 24 hour correspondence course with TAFE External Studies.

(ii) Students claiming exemption from the practical course requirements, due to their industrial skills, could obtain an exemption through a documented case presented by

their employer. Full course accreditation can then be obtained by completing the 24 hour correspondence course with TAFE External Studies.

- (iii) Students without documented evidence may obtain a practical exemption through five hours of skill testing. These students, if successful, may then enter the correspondence mode to obtain full unit accreditation.
 - (iv) Students who have claimed subject exemptions in the certificate of workshop technology can only gain an automatic exemption from the introductory units on full completion of the certificate.
 - (e) For the purposes of this definition, 'fluid power circuitry' involves Industrial Hydraulics and/or Industrial Pneumatics.
- (14) "Cycle (Other than Motor) Mechanic" means an employee engaged in testing, repairing and modifying bicycles, including welding, painting and applying general mechanical skills.
- (15) "Cycle (Other than Motor) Mechanic's Assistant" means an employee engaged in assisting in the testing, repairing and modifying of bicycles, including welding, painting and applying general mechanical skills.

FIFTH SCHEDULE - BUILDING MANAGEMENT AUTHORITY WAGES AND CONDITIONS

Where there is any inconsistency between this Schedule of the award and all other parts of the award, this Schedule shall apply to the extent of that inconsistency. Where a specific provision is not contained in this Schedule, the award shall apply.

(1) Annual Leave:

The provisions of subclauses (15) and (17) in Clause 23. - Annual Leave of the award shall not apply to Building Management Authority employees.

(2) Training Leave: The provisions of Clause 36. - Training Leave of the award shall not apply to Building Management Authority employees.

(3) Structural Efficiency: The provisions of Clause 37. - Structural Efficiency of the award shall not apply to Building Management Authority employees.

(4) Definitions: The provisions of subclause (2) in Clause 5. - Classification Structure and Definitions of the award shall not apply to Building Management Authority employees. Instead, the provisions contained in the Fourth Schedule - Definitions of Previous Classifications of this award will continue to apply.

(5) Wages:

(a) The wages for Building Management Authority employees on and from the commencement of the first pay period on or after 1 July 2014 will be as follows:

Classification	On Engagement \$	Safety Net Adjustment \$	Total Rate Per Week \$
Engineering Tradesperson:			
Level 4 - Group A	492.60	346.20	838.80
Group B	502.30	346.60	848.90
Group closed	511.70	346.90	858.60
Level 3A	465.40	345.30	810.70
Level 3B	457.70	347.10	804.80
Level 2	442.00	346.60	788.60
Level 1	436.00	346.40	782.40

Engineering Employee			
Level 4 - Group A	406.20	343.30	749.50
Group B	392.70	342.80	735.50
Group C	384.20	342.50	726.70
Group D	381.70	342.50	724.20
Level 3	370.00	342.10	712.10
Level 2	363.00	341.80	704.80
Level 1	341.90	341.10	683.00

Classification	After One Year of Service \$	Safety Net Adjustment \$	Total Rate Per Week
Engineering Tradesperson:			
Level 4 - Group A	498.60	346.40	845.00
Group B	508.30	346.80	855.10
Group C	517.70	345.00	862.70
Level 3A	471.10	345.50	816.60
Level 3B	462.60	345.20	807.80
Level 2	447.30	346.80	794.10
Level 1	441.20	346.50	787.70

Engineering Employee:			
Level 4 - Group A	411.10	343.50	754.60
Group B	397.10	343.00	740.10
Group C	388.20	342.70	730.90
Group D	383.90	342.50	726.40
Level 3	374.50	342.20	716.70
Level 2	367.10	342.00	709.10
Level 1	346.00	341.20	687.20
Classification	After Two Years of Service \$	Safety Net Adjustment \$	Total Rate Per Week \$
Engineering Tradesperson:			
Level 4 - Group A	503.60	346.60	850.20
Group B	513.30	346.90	860.20
Group C	523.10	347.30	870.40
Level 3A	475.50	345.60	821.10
Level 3B	467.30	345.40	812.70
Level 2	451.50	346.90	798.40
Level 1	445.60	346.70	792.30
Engineering Employee			
Level 4 - Group A	415.00	343.60	758.60
Group B	401.10	343.10	744.20
Group C	391.90	342.80	734.70
Group D	386.90	342.60	729.50
Level 3	378.00	342.30	720.30
Level 2	370.80	342.10	712.90
Level 1	349.10	341.30	690.40

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

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

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

(b) Level Classifications:

(i) **"Engineering Tradesperson - Level 4"** includes the classifications of:

Electronics Tradesperson Groups A, B and C
Instrumentation and Controls Tradesperson Groups A, B and C

(ii) **"Engineering Tradesperson - Level 3"** includes the classifications of:

Electrician - Special Class
Mechanical Tradesperson - Special Class
Instrument Tradesperson - Complex Systems

(iii) **"Engineering Tradesperson - Level 2"** includes the classifications of:

Tradesperson with marking off responsibilities
Welder - Special Class
Electrician Tradesperson (Building Management Authority) - Licensed and required to person electrical installing and electrical fitting work

(iv) "Engineering **Tradesperson - Level 1**" includes the classifications of:

Electrical Fitter and/or Armature Winder
Electrical Installer
First Class Machinist
Fitter
Installer - low voltage equipment
Motor Mechanic
Refrigeration Fitter
Welder - First Class

(v) "Engineering **Employee - Level 4**" includes the classifications of:

Certified Rigger and Splicer or Scaffolder on ships and buildings
Tool Storeperson

(vi) "Engineering **Employee - Level 3**" includes the classifications of:

Welder - Second Class

(vii) "Engineering **Employee - Level 2**" includes the classifications of:

Trades Assistant
Welder - Fourth Class

(viii) "Engineering **Tradesperson - Level 1**" includes the classifications of:

Labourer

(c) In addition to the wage rates provided in paragraph (a) hereof, electricians employed by the Building Management Authority will receive an all-purpose payment of \$31.20 per week.

(d) In addition to the wage rates prescribed in paragraph (a) hereof, by agreement between the employer, the employee and the Union, evidenced in writing, a Mechanical Fitter and a Refrigeration Mechanic may receive 25% loading in lieu of overtime payments.

(e) Leading hand electricians who are required to perform duties over and above those normally required of leading hands shall be paid an all-purpose allowance of \$42.00 per week in addition to the relevant leading hand rate prescribed in subclause (8) of the First Schedule – Wages of this Award.

(6) Conditions:

All other conditions will be in accordance with the award, with the following exceptions arising from Order No. A3 of 1990 -

(a) Spread of Hours

The ordinary working hours shall be in accordance with the following provisions.

(i) Subject to the provisions of this paragraph, the ordinary working hours of employees shall be an average of 38 per week, to be worked as 76 hours over nine days of equal duration per fortnight, exclusive of Saturdays and Sundays, between the hours of 6.00 a.m. and 6.00 p.m.

(ii) Starting or finishing times outside the limit prescribed in sub-paragraph (a) hereof may, in any particular case, be fixed by agreement between the employer and the union or unions concerned.

(b) Rostered Day Off

The 10th day of each work cycle shall be an unpaid day off, which shall be the first or last day of the week and the employer is responsible for the preparation of the roster which will allow one day off in each ten day working cycle. The rosters shall be maintained by the employer and alterations may be made to meet the needs of the employer by agreement between the parties.

- (i) By agreement, rosters may be arranged to ensure that workplaces are not subject to a general close-down on any day and, on rostered days off, workplaces are sufficiently staffed to maximise productivity.
- (ii) By agreement, during peak periods of work a maximum of three rostered days off may be postponed and accumulated, to be taken during periods of reduced work load, provided that the period of postponement may not exceed three months. The accrued rostered days off will be taken by agreement between the employer and the employee and the employer's consent will not be unreasonably withheld.
- (iii) Where an apprentice's unpaid day off falls within a period of block release, an alternative paid day off will be arranged at a time mutually convenient to the employer and the apprentice.
- (iv) Higher duties allowance will not be paid on the rostered day off duty.

(c) Re-scheduling of Rostered Days Off

By agreement between the employer and employees concerned, the scheduled unpaid rostered day off falling within a particular work cycle may be altered, in which case -

- (i) The original scheduled rostered day off shall be treated as an ordinary working day.
- (ii) The re-scheduled rostered day off shall be so arranged to occur within ten working days of the original, in lieu of overtime rates, provided that, in special circumstances, longer periods may be agreed.
- (iii) The re-scheduled rostered day off shall be taken on a Monday or Friday, unless another day is agreed in writing between the employer and the employee concerned.

(d) Meal Breaks

- (i) There shall be a cessation of work and of working time each day for the purpose of a meal break. Such meal break shall not be less than 30 minutes nor more than one hour and taken as agreed between the employees directly concerned and the appropriate manager.
- (ii) Provided that an employee may not be compelled to work beyond five hours without a meal break.
- (iii) The normal meal break prescribed by this subclause shall occur between 12.00 noon and 2.00 p.m.

(e) Rest Periods

Subject to the provisions of this paragraph, a rest period of ten minutes, from the time of ceasing to the time of resumption of work, shall be allowed each morning.

- (i) The rest period shall be counted as time off duty, without deduction of pay and shall be arranged at a time and in a manner to suit the convenience of the employer.

(ii) Refreshments may be taken by employees during the rest period, but the period of ten minutes shall not be exceeded under any circumstances. The rest period in this paragraph shall be taken between 9.00 a.m. and 11.00 a.m..

(iii) The rest period prescribed herein shall be taken concurrently and not in addition to rest periods contained in any Special Rates provision which may become due at the same time.

(f) Pay Day and Methods

(i) Wages shall be paid fortnightly, by not later than Thursday, into an approved bank, building society account or other approved savings organisation, by electronic funds transfer.

(ii) There will be a holding period for three days, with a commitment to work towards a two day holding period if possible.

(iii) In the event of a public holiday following a pay day, arrangements will be made to have the pay available at the banking institution on Wednesday. The other provisions of this clause shall be adjusted accordingly.

(iv) Arrangements for any employee to leave work early on a pay day to check or access funds will not be available.

(7) Computing Quantities:

An employee, other than a leading hand, who is required to compute or estimate quantities of materials in respect of work performed by others, shall be paid \$4.40 per day, or part thereof, in addition to the rates otherwise prescribed in this award.

(8) Travelling Time:

Electricians who operate mobile workshop vans or other such vehicles and are required to take the said vehicle home to facilitate starting and finishing on the job, shall be paid a daily allowance equivalent to 15 minutes additional work, at ordinary time rates, in lieu of the provisions under Clause 19. - Fares and Travelling Allowances of the award.

SIXTH SCHEDULE - NAMED PARTIES TO THE AWARD

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers - Western Australian Branch

Electrical Trades Union WA

VARIATION RECORD

ENGINEERING TRADES (GOVERNMENT) AWARD, 1967 AWARD

NOS. 29, 30 AND 31 OF 1961 AND 3 OF 1962

Delivered 25/10/67 at 47 WAIG 925

Section 93(6) Consolidation 12/08/85 at 65 WAIG 1521

Varied & Consolidated 1126/86 13/01/87 at 67 WAIG 248

Section 93(6) Consolidation 12/06/91 at 71 WAIG 1956

Section 93(6) Consolidation 23/07/97 at 77 WAIG 2078

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
1. Title				
	Cl.	334 & 471/91	23/07/91	71 WAIG 2298
(1A. State Wage Principles)				
	Ins. Cl.	1752/91	31/01/92	72 WAIG 191
	Cl. & Title	1457/93	24/12/93	74 WAIG 198
(1A. State Wage Principles December 1993)				
	Cl. & Title	985/94	30/12/94	75 WAIG 23
(1A. Statement of Principles December 1994)				
	Cl. & Title	1164/95	21/03/96	76 WAIG 911
(1A. Statement of Principles March 1996)				
	Cl & Title	915/96	7/08/96	76 WAIG 3368
(1A Statement of Principles - August 1996)				
	Cl & Title	940/97	14/11/97	77 WAIG 3177
(1A. Statement of Principles - November 1997)				
	Cl & Title	757/98	12/06/98	78 WAIG 2579
(1A. Statement of Principles – June, 1998)				
	Del Cl	609/99	06/07/99	79 WAIG 1847
1B. Paid Rates				
	Ins cl.	498/92	27/08/92	73 WAIG 118

2. Arrangement

Ins. 31 & 32	986/85	06/07/87	67 WAIG 1175
Ins. 33	1254/87	01/02/88	68 WAIG 477
Ins. 34	114/89	10/07/89	69 WAIG 2415
Ins. 35, 36 & 4th Schedule	513/90(R2)	12/04/90	70 WAIG 3195
Fourth Schedule	322/91	02/05/91	71 WAIG 1478
Cl.	334 & 471/91	23/07/91	71 WAIG 2298
Ins. 1A.	1752/91	31/01/92	72 WAIG 191
Cl.	498/92	27/08/92	73 WAIG 118
1A. Title	1457/93	24/12/93	74 WAIG 198
1A. Title	985/94	30/12/94	75 WAIG 23
1A. Title	1164/95	21/03/96	76 WAIG 911
Ins. Appendix - Resolution...	693/96	16/07/96	76 WAIG 2768
Ins. Appendix - S.49B...	694/96	16/07/96	76 WAIG 2789
1A. Title	915/96	7/08/96	76 WAIG 3368
Ins. Sixth Sch.	469/93	11/03/97	77 WAIG 1254
1A	940/97	14/11/97	77 WAIG 3177
Ins. 1B	940/97	14/11/97	77 WAIG 3177
32 Title	2053(2)/97	22/11/97	77 WAIG 3171
Delete Appendix S 49B	491/98	16/04/98	78 WAIG 1471
1A	757/98	12/06/98	78 WAIG 2579
Del 1A	609/99	06/07/99	79 WAIG 1847
Cl.	52/12	27/09/12	92 WAIG 1962

3. Area and Scope

(2)	1685/99	02/12/99	79 WAIG 3701
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4. Term

5. -Classification Structure and Definitions

Ins. (14)	1550/88	16/03/89	69 WAIG 1300
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Ins. (15)	334 & 471/91	23/07/91	71 WAIG 2298
Ins. (16),(17)	1533/91	26/02/92	72 WAIG 808
Ins. (18)	1494/91	19/03/92	72 WAIG 807
Cl.	498/92	27/08/92	73 WAIG 118

6. Contract of Service

Ins. (5)	513/90(R2)	12/04/90	70 WAIG 3195
Ins. (2); Re-numb. exist s/cl's; Amd.(3); (4); (5); Ins. (7).	334 & 471/91	23/07/91	71 WAIG 2298
(2)	52/12	27/09/12	92 WAIG 1962

7. Higher Duties

8. Casual And Part-Time Employees

Ins. Cl.	334 & 471/91	23/07/91	71 WAIG 2298
Cl.	52/12	27/09/12	92 WAIG 1962

(8. Under-rate Employees)

Re-number cl.	334 & 471/91	23/07/91	71 WAIG 2298
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9. Under-Rate Employees

(9. No New Designation)

Re-number cl.	334 & 471/91	23/07/91	71 WAIG 2298
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10. No New Designation

(10. No Reduction)

Re-number cl.	334 & 471/91	23/07/91	71 WAIG 2298
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11. No Reduction

(11. Apprentices)

Re-number cl.	334 & 471/91	23/07/91	71 WAIG 2298
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12. Apprentices

(12. Hours of Duty)

(1)(b)(ii)	440/87	17/08/87	67 WAIG 1593
(1),(2)	513/90(R2)	12/04/90	70 WAIG 3195
Re-number cl;	334 & 471/91	23/07/91	71 WAIG 2298

13. Hours of Duty

Amd.(1)(g)(v) & (3)(b); (3)(e)(i);	334 & 471/91	23/07/91	71 WAIG 2298
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(13. Overtime)

(3)(f) & (i)	857/88	19/09/88	69 WAIG 1104
(3)(f) & (i)	1722(1)/89(R)	11/10/89	70 WAIG 783
(3)(f) & (i)	1676/90	11/01/91	71 WAIG 1002
Re-number cl;	334 & 471/91	23/07/91	71 WAIG 2298

14. Overtime

Amd.(1)(c) & (3)(a); (3)(d); del.(3)(e) & re-number; Amd. (3)(j) & (7); (8); Ins.(9);	334 & 471/91	23/07/91	71 WAIG 2298
text (3)(e),(f),(g)	1494/91	19/03/92	72 WAIG 807
(3)(e), (h)	498/92	27/08/92	73 WAIG 118
(3)(e) & (h)	1339/93	23/03/94	74 WAIG 922
(3)(e) & (h);	163/96	29/05/96	76 WAIG 1984
(3)(e);(3)(h)	1578/96	03/02/97	77 WAIG 762
(3)(e), & (3)(h)	1334/00	22/11/00	80 WAIG 5570
(3)	1742/01	11/12/01	82 WAIG 85
(3)(e) & (h)	1893/02	04/03/03	83 WAIG 692
(3)(e) & (h)	1555/03	2/03/04	84 WAIG 535
(3)(e) & (h)	401/05	24/06/05	85 WAIG 3037
(3)(e) & (h)	776/05	19/09/05	85 WAIG 3523
(3)(e) & (h)	84/06	02/11/06	86 WAIG 3178
(3)(e) & (h)	56/07	19/09/07	87 WAIG 2825
(3)(e) & (h)	23/08	21/08/08	88 WAIG 2005
(3)(e) & (h)	61/09	15/12/09	90 WAIG 24
(3)(e) & (h)	12/11	16/05/11	91 WAIG 920
(3)(e) & (h)	32/12	26/09/12	92 WAIG 1736

(3)(e) & (h)	67/13	03/02/14	94 WAIG 87
(3)(e) & (h)	41/14	09/12/14	94 WAIG 1880

(14. Shift Work)

Re-number cl; Ins. (8);	334 & 471/91	23/07/91	71 WAIG 2298
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15. Shift Work

(3)	744/89	01/01/85	71 WAIG 2561
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(EDIT NOTE; In- (5)(c) it mentions Cl 12 Hours, it is now Cl 13 by Order 334 & 471/91 at 71 WAIG 2298)

(5)(c)	1413/98	17/09/98	78 WAIG 3809
(5)(c)	1334/00	22/11/00	80 WAIG 5570

(15. Payment of Wages)

Re-number cl;	334 & 471/91	23/07/91	71 WAIG 2298
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16. Payment of Wages

(16. Special Rates and Provisions)

Cl.	857/88	19/09/88	69 WAIG 1104
(1)-(6),(9)-(18),(21),(23)(a),(24)	1722(1)/89(R)	11/10/89	70 WAIG 783
(1),(2)(a)(b),(3)-(6), (9)-(18),(21),(23)(a),(24)	513/90(R2)	12/04/90	70 WAIG 3195
Re-number cl; Ins.(25)-(28)	334 & 471/91	23/07/91	71 WAIG 2298

17. Special Rates and Provisions

Unable to amd. requires Correction Order	1418/90	18/07/91	71 WAIG 2560
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(EDIT NOTE; Order incorrectly names Cl 16 instead of as is now Cl 17 by Order 334 & 471 of 1991)

Ins. (29) Corr.	1418/90	18/07/91	71 WAIG 2560
Cl.	498/92	27/08/92	73 WAIG 118
(28); Del. 29, Renum(30) as (29)	440/91	08/10/92	73 WAIG 2439
(1)-(5), (8)-(16), (19), (21)-(24), (26)-(29)	1413/98	17/09/98	78 WAIG 3809
(1)-(5), (8)-(16), (19), (21)-(24), (26)-(29)	1334/00	22/11/00	80 WAIG 5570
Cl	1742/01	11/12/01	82 WAIG 85

Cl(1)-(5), (8)-(16), (19), (21)-(24), (26)-(29)	1893/02	04/03/03	83 WAIG 692
(1)-(5), (8) – (16), (21) – (24) & (26) – (29)	1555/03	02/03/04	84 WAIG 535
(1)-(5), (8)-(16), (19), (21)-(24), (26)-(29)	401/05	24/06/04	85 WAIG 3037
(1)-(5), (8)-(16), (19), (21)-(24), (26)-(29)	776/05	19/09/05	85 WAIG 3523
(1)-(5), (8)-(16), (19), (21)-(24), (26)-(29)	23/08	21/08/08	88 WAIG 2005
(1)-(5), (8)-(16), (19), (21)-(24), (26)-(29)	67/13	03/02/14	94 WAIG 87
(1)-(5), (8)-(16), (19), (21)-(24), (26)-(29)	41/14	09/12/14	94 WAIG 1880

(17. Car Allowance)

(3),(5)	1464/88	01/07/88	69 WAIG 1103
(3)	1676/90	11/01/91	71 WAIG 1002
Re-number cl;	334 & 471/91	23/07/91	71 WAIG 2298
(1)-(5), (8)-(16), (19), (21)-(24), (26)-(29)	84/06	02/11/06	86 WAIG 3178
(1)-(5), (8)-(16), (19), (21)-(24), (26)-(29)	56/07	19/09/07	87 WAIG 2825
(1)-(5), (8)-(16), (19), (21)-(24), (26)-(29)	61/09	15/12/09	90 WAIG 24
(1)-(5), (8)-(16), (19), (21)-(24), (26)-(29)	12/11	16/05/11	91 WAIG 920
(1) -(5), (8)-(16), (19), (21)-(24), (26)-(29)	32/12	26/09/12	92 WAIG 1736
Editor's Note: since APPL 1893/2002 Cl. 17(21)(b) & (c) are the same subclause			

18. Car Allowance

(3)	498/92	27/08/92	73 WAIG 118
(3)	1742/01	11/12/01	82 WAIG 85
(3)	1555/03	2/03/04	84 WAIG 535
(3) & (5)	401/05	24/06/05	85 WAIG 3037
(3) & (5)	776/05	19/09/05	85 WAIG 3523
(3) & (5)	84/06	02/11/06	86 WAIG 3178
(3)	23/08	21/08/08	88 WAIG 2005
(3)	61/09	15/12/09	90 WAIG 24

(18. Fares and Travelling Allowance)

(1)(a)(b)(c)	267/87	08/05/87	67 WAIG 857
(1)(a)(b)(c)	1464/88	20/12/88	69 WAIG 1103
(1)(a)(b)(c)	1722(1)/89©	11/10/89	70 WAIG 783

Re-number cl;	334 & 471/91	23/07/91	71 WAIG 2298
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19. Fares and Travelling Allowance

(1)(a), (b), (c)	498/92	27/08/92	73 WAIG 118
(1)(a), (b), (c)	1339/93	23/03/94	74 WAIG 922
(1)(a),(b) & (c)	276/95	31/07/95	75 WAIG 2419
(1)(a),(b) & (c);	163/96	29/05/96	76 WAIG 1984
(1)(a),(b) & (c)	1578/96	03/02/97	77 WAIG 762
(1)(a),(b) & (c)	1334/00	22/11/00	80 WAIG 5570
(1)	1742/01	11/12/01	82 WAIG 85
(1)(a)(b)(c)	1555/03	2/03/04	84 WAIG 535
(1)(a), (b) & (c)	401/05	24/06/05	85 WAIG 3037
(1)(a), (b) & (c)	776/05	19/09/05	85 WAIG 3523
(1)(a)(b) & (c)	84/06	02/11/06	86 WAIG 3178
(1)(a), (b) & (c)	23/08	21/08/08	88 WAIG 2005
(1)(a), (b) & (c)	32/12	26/09/12	92 WAIG 1736
(1)(a), (b) & (c)	67/13	03/02/14	94 WAIG 87
(1)(a), (b) & (c)	41/14	09/12/14	94 WAIG 1880

(19. Distant Work - Construction)

(6),(7)	267/87	08/05/87	67 WAIG 857
(6),(7)	1464/88	20/12/88	69 WAIG 1103
(6),(7)	1722(1)/89(R)	11/10/89	70 WAIG 783
(6),(7)	513/90(R2)	12/04/90	70 WAIG 3195
(6),(7)	1676/90	11/01/91	71 WAIG 1002
Renum. cl	334 & 471/91	23/07/91	71 WAIG 2298

20. Distant Work – Construction

(6), (7)	498/92	27/08/92	73 WAIG 118
(6), (7)	1339/93	23/03/94	74 WAIG 922
(6),(7)	276/95	31/07/95	75 WAIG 2489
(6) & (7);	163/96	29/05/96	76 WAIG 1984

(6) & (7)	1578/96	03/02/97	77 WAIG 762
(6) & (7)	1334/00	22/11/00	80 WAIG 5570
(6) & (7)	1742/01	11/12/01	82 WAIG 85
(6) & (7)	1555/03	2/03/04	84 WAIG 535
(6) & (7)	401/05	24/06/05	85 WAIG 3037
(6) & (7)	776/05	19/09/05	85 WAIG 3523
(6) & (7)	84/06	02/11/06	86 WAIG 3178
(6) & (7)	23/08	21/08/08	88 WAIG 2005
(6) & (7)	32/12	26/09/12	92 WAIG 1736
(6) & (7)	67/13	03/02/13	94 WAIG 87
(6) & (7)	41/14	09/12/14	94 WAIG 1880

(20. District Allowances)

Cl.	1258/87 & C176/88	01/01/88	68 WAIG 1681
(6)	G.O. 278/89	01/01/89	69 WAIG 2297
(6)	G.O. 241/91	01/01/90	71 WAIG 2007
(6)-Table & Note – Corr Ord	G.O. 241/91	01/01/90	71 WAIG 2008
(6)	G.O. 280/91	01/01/91	71 WAIG 2007
(6)-Table & Note – Corr Ord	G.O. 280/91	01/01/91	71 WAIG 2008
Re-number cl;	334 & 471/91	23/07/91	71 WAIG 2298

21. District Allowances

(6) & (15)	704/97	14/04/97	77 WAIG 1720
(6)	1334/00	22/11/00	80 WAIG 5570
(6)	1742/01	11/12/01	82 WAIG 85
(6)	1893/02	04/03/03	83 WAIG 692
(6)	1555/03	02/03/04	84 WAIG 535
(6)	401/05	24/06/05	85 WAIG 3037
(6)	776/05	19/09/05	85 WAIG 3523
(6)	84/06	02/11/06	86 WAIG 3178
(6)	56/07	19/09/07	87 WAIG 2825
(6)	23/08	21/08/08	88 WAIG 2005

(6)	61/09	15/12/09	90 WAIG 24
(6)	32/12	26/09/12	92 WAIG 1736
(6)	67/13	03/02/14	94 WAIG 87
(6)	41/14	09/12/14	94 WAIG 1880

(21. Holidays)

Re-numb; Amd.(5); Ins.(7)	334 & 471/91	23/07/91	71 WAIG 2298
(6)	12/11	16/05/11	91 WAIG 920

22. Holidays

(22. Annual Leave)

(9); Ins. (15),(16),(17)	513/90(R2)	12/04/90	70 WAIG 3195
Re-number cl.	334 & 471/91	23/07/91	71 WAIG 2298

23. Annual Leave

Amd.(2)(b) & (11)(b)(i);	334 & 471/91	23/07/91	71 WAIG 2298
Ins. (18)	498/92	27/08/92	73 WAIG 118
Cl.	52/12	27/09/12	92 WAIG 1962

(23. Sick Leave)

Re-number cl.	334 & 471/91	23/07/91	71 WAIG 2298
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24. Sick Leave

Amd.(1)(c), (5)(d)&(e), & (7)(a)&(b)	334 & 471/91	23/07/91	71 WAIG 2298
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(24. Long Service Leave)

Re-number cl.	334 & 471/91	23/07/91	71 WAIG 2298
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25. Long Service Leave

(1), Ins. (5)	498/92	27/08/92	73 WAIG 118
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(25. Shop Stewards)

Re-number cl.	334 & 471/91	23/07/91	71 WAIG 2298
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26. Shop Stewards

(26. Notice Boards)

Re-number cl.	334 & 471/91	23/07/91	71 WAIG 2298
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27. Notice Boards

(27. Right of Entry)

Re-number cl.	334 & 471/91	23/07/91	71 WAIG 2298
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28. Right of Entry

Ins. Text	2053(1)/97	22/11/97	77 WAIG 3138
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(28. Board of Reference)

Re-number cl.	334 & 471/91	23/07/91	71 WAIG 2298
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29. Board of Reference

(29. Compassionate Leave)

Re-number cl.	334 & 471/91	23/07/91	71 WAIG 2298
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(30. Compassionate Leave)

(4) ref.	1494/91	19/03/92	72 WAIG 807
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Cl.& Title	52/12	27/09/12	92 WAIG 1962
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30. Bereavement Leave

(30. Leave to attend Union Business)

Re-number cl.	334 & 471/91	23/07/91	71 WAIG 2298
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31. Leave to attend Union Business

(31. Deduction of Union Subscriptions)

Ins. Cl.	986/85	06/07/87	67 WAIG 1175
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Re-number cl.	334 & 471/91	23/07/91	71 WAIG 2298
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(32. Deduction of Union Subscriptions)

Cl & Title	2053(2)/97	22/11/97	77 WAIG 3171
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(32. Deleted)

Cl.& Title	52/12	27/09/12	92 WAIG 1962
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32. Carers' Leave

(32. Trade Union Training Leave)

Ins. Cl.	986/85	06/07/87	67 WAIG 1175
Re-number cl.	334 & 471/91	23/07/91	71 WAIG 2298

33. Trade Union Training Leave

(33. Maternity Leave)

Ins. Cl.	1254/87	01/02/88	68 WAIG 477
Re-number cl.	334 & 471/91	23/07/91	71 WAIG 2298

34. Parental Leave

Cl.	52/12	27/09/12	92 WAIG 1962
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(34. Maternity Leave)

(34. Paid Leave For English Language Training)

Ins. Cl.	114/89	10/07/89	69 WAIG 2415
Re-number cl.	334 & 471/91	23/07/91	71 WAIG 2298

35. Paid Leave For English Language Training

(35. Training Leave)

Ins. Cl.	513/90(R2)	12/04/90	70 WAIG 3195
Re-number cl.	334 & 471/91	23/07/91	71 WAIG 2298

36. Training Leave

(2) ref.; (4)(a) ref.	1494/91	19/03/92	72 WAIG 807
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(36. Structural Efficiency)

Ins. Cl.	513/90(R2)	12/04/90	70 WAIG 3195
Re-number cl.	334 & 471/91	23/07/91	71 WAIG 2298

37. Structural Efficiency

(3) ref.	1494/91	19/03/92	72 WAIG 807
(5)	498/92	27/08/92	73 WAIG 118

38. Complaints And Charges Against Employees

Ins. Cl.	334 & 471/91	23/07/91	71 WAIG 2298
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39. Liberty To Apply

Ins. Cl.	334 & 471/91	23/07/91	71 WAIG 2298
Cl.	498/92	27/08/92	73 WAIG 118

40. Employee North of 26th Parallel Travel Concession, Annual Leave

Ins. Cl.	498/92	27/08/92	73 WAIG 118
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41. Introduction of Change

Ins. Cl.	498/92	27/08/92	73 WAIG 118
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42. Jury Service

Ins. Cl.	498/92	27/08/92	73 WAIG 118
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(43. Adoption Leave)

Cl & Title.	52/12	27/09/12	92 WAIG 1962
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43. Defence Force Training Leave**(44. Defence Force Training Leave)**

Ins. Cl.	498/92	27/08/92	73 WAIG 118
Del. Cl.	52/12	27/09/12	92 WAIG 1962

Appendix – Resolution of Disputes Requirement

Ins. Appendix	693/96	16/07/96	76 WAIG 2768
(1),(6), Del. (7)	2053/97	22/11/97	77 WAIG 3138

First Schedule – Wages

(1)	267/87	10/03/87	67 WAIG 857
(5)(b)	1254/87	01/02/88	68 WAIG 477
Schedule	702/87	25/05/88	70 WAIG 4034
Schedule	857/88	19/09/88	69 WAIG 1104
Ins. New classific's	1550/88	16/03/89	69 WAIG 1300
Schedule	1722(1)/89©	11/10/89	70 WAIG 783
Wording (2)	1567/89	11/10/89	70 WAIG 1311
Schedule	513/90(R2)	12/04/90	70 WAIG 3195
(1)	1372/90	12/04/90	71 WAIG 1000
Ins. (2)(c) & (d); Amd.(6)(c)	334 & 471/91	23/07/91	71 WAIG 2298
(2)(b) ins. New classific	1533/91	26/02/92	72 WAIG 808
(2)(a),(b) classific.	1494/91	19/03/92	72 WAIG 807
Sch.	498/92	27/08/92	73 WAIG 118
(2); (3)	968/94	07/11/94	75 WAIG 401
(1) & (2)	541/95	26/07/95	75 WAIG 2573
(1) & (2)	412/96	29/07/96	76 WAIG 3746
Ins (14)	1578/96	03/02/97	77 WAIG 762
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
(1), (2) & (14)	1426/98	24/08/98	78 WAIG 3813
(5), (8), (10)-(12)	1413/98	17/09/98	78 WAIG 3809
(1a) Ins. Text, (2) rates, (14) Min. Wage & text.	609/99	01/08/99	79 WAIG 1847
Cl.	654/00	01/08/00	80 WAIG 3379
(5), (8), (10)-(12)	1334/00	22/11/00	80 WAIG 5570
Sch.	752/01	01/08/01	81 WAIG 1721
(5), (8), (10) – (12)	1742/01	11/12/01	82 WAIG 85
(2), (14) Min wage rate	797/02	01/08/02	82 WAIG 1369
(5), (8) & (10)-(12)	1893/02	04/03/03	83 WAIG 692
Cl.	569/03	5/06/03	83 WAIG 1899 & 2199
(14)(9)	1197/03	1/11/03	83 WAIG 3537
(5)(8)(10)(11)(12)	1555/03	02/03/04	84 WAIG 535
Cl.	570/04	4/06/04	84 WAIG 1521 & 1733

Cl.	576/05	07/07/05	85 WAIG 2083 & 2403
(5), (8) & (10)-(12)	401/05	24/06/05	85 WAIG 3037
(5), (8) & (10)-(12)	776/05	19/09/05	85 WAIG 3523
Cl.	957/05	07/07/06	86 WAIG 1631 & 1936
(5),(8) & (10)-(12)	84/06	02/11/06	86 WAIG 3178
Cl.	1/07	01/07/07	87 WAIG 1487 & 1820
(5), (8) & (10)-(12)	56/07	19/09/07	87 WAIG 2825
Cl.	115/07	01/07/08	88 WAIG 773 & 1079
(5), (8), (10)-(12)	23/08	21/08/08	88 WAIG 2005
Sch.	1/09	01/10/09	89 WAIG 735 & 1504
(5), (8), (10)-(12)	61/09	15/12/09	90 WAIG 24
Sch.	2/10	01/07/10	90 WAIG 568 & 977
(5), (8), (10)-(12)	12/11	16/05/11	91 WAIG 920
Sch.	2/11	01/07/11	91 WAIG 1008 & 1391
Sch.	2/12	01/07/12	92 WAIG 1182
(5), (8), (10)-(12)	32/12	26/09/12	92 WAIG 1736
Sch.	1/13	01/07/13	93 WAIG 853
(5), (8), (10)-(12)	67/13	03/02/14	94 WAIG 87
Sch.	1/14	01/07/14	94 WAIG 1074
(5), (8), (10)-(12)	41/14	09/12/14	94 WAIG 1880

Second Schedule - List of Respondents

Ins. Resp.	1240/87	20/11/87	67 WAIG 2287
Ins. Resp.	334 & 471/91	23/07/91	71 WAIG 2298
Ins. Resp.	1533/91	26/02/92	72 WAIG 808
Del. Resp.	1020/92	09/12/93	74 WAIG 1560

Third Schedule - Memoranda of Agreement

Ins. Part A title to exist.cl; ins. Part B	334 & 471/91	23/07/91	71 WAIG 2298
Part A title; ins. Part C	1533/91	26/02/92	72 WAIG 808

Part B Ins. cl. (17)	498/92	27/08/92	73 WAIG 118
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(Fourth Schedule - New Classification Structure)

Ins. Schedule	513/90(R2)	12/04/90	70 WAIG 3195
Wage Group Table;			
Ins. Wage Group C6	1372/90	12/04/90	71 WAIG 1000
Wage Group Table;			
Ins. Wage Group C5	322/91	02/05/91	71 WAIG 1478
Wage Group C10	1635/90	12/04/90	71 WAIG 2097
Sched. & title	498/92	27/08/92	73 WAIG 118

Fourth Schedule - Definitions of Previous Classifications

Fifth Schedule - Building Management Authority Wages and Conditions

Ins. Sch..	498/92	27/08/92	73 WAIG 118
(5)	114/95	28/02/95	75 WAIG 1640
(5)	541/95	23/08/95	75 WAIG 2573
(5)(a)	412/96	23/08/96	76 WAIG 3746
Rates	940/97	14/11/97	77 WAIG 3177
(5)(a)	1426/98	24/08/98	78 WAIG 3813
(5)(a) Rates &: Ins Text.	609/99	01/08/99	79 WAIG 1847
(5)	1845/00	28/02/01	81 WAIG 847
Correction Order (5)	1845/00	28/02/01	81 WAIG 933
(5) & (7)	1742/01	11/12/01	82 WAIG 85
(5)(a)	797/02	01/08/02	82 WAIG 1369
(5)(c), (d) & (e) & (7)	1893/02	04/03/03	83 WAIG 692
Cl.	569/03	5/06/03	83 WAIG 1899 & 2199
(5)(a) Correction	569/03	05/06/03	83 WAIG 4176
(5)(c)(d)(e) & (7)	1555/03	02/03/04	84 WAIG 535
Cl	570/04	4/06/04	84 WAIG 1521 & 1733
Cl.	576/05	07/07/05	85 WAIG 2083, 2404
(5)(c),(d),(e) & (7)	401/05	24/06/05	85 WAIG 3037
(5)(c),(d),(e) & (7)	776/05	19/09/05	85 WAIG 3523

Cl.	957/05	07/07/06	86 WAIG 1531, 1936
(5)(c)(d) & (e) & (7)	84/06	02/11/06	86 WAIG 3178
Cl.	1/07	01/07/07	87 WAIG 1487 & 1820
(5)(c), (d) & (e) & (7)	56/07	19/09/07	87 WAIG 2825
Cl.	115/07	01/07/08	88 WAIG 773 & 1079
(5)(c), (d) & (e) & (7)	23/08	21/08/08	88 WAIG 2005
Sch.	1/09	01/10/09	89 WAIG 735 & 1504
(5)(c), (d) & (e) & (7)	61/09	15/12/09	90 WAIG 24
Sch.	2/10	01/07/10	90 WAIG 568 & 977
(5)(c), (d) & (e) & (7)	12/11	16/05/11	91 WAIG 920
Sch.	2/11	01/07/11	91 WAIG 1008 & 1391
Sch.	2/12	01/07/12	92 WAIG 1182
(5)(c), (d) & (e) & (7)	32/12	26/09/12	92 WAIG 1736
Sch.	1/13	01/07/13	93 WAIG 852
(5)(c), (d) & (e) & (7)	67/13	03/02/14	94 WAIG 87
Sch.	1/14	01/07/14	94 WAIG 1074
(5)(c), (d) & (e) & (7)	41/14	09/12/14	94 WAIG 1880

Sixth Schedule - Named Parties to the Award

Ins. Sixth Sched.	469/93	11/03/97	77 WAIG 1254
Sch	41/14	09/12/14	94 WAIG 1880

(Appendix - S.49B - Inspection of Records Requirements)

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

Orders Affecting This Award

1722(2) of 1989(R) 70 WAIG 140