

Foremen (Building Trades) Award 1991

1. - TITLE

This Award shall be known as the "Foremen (Building Trades) Award 1991" and shall replace the Foreman (Building Trades) Award, 1964.

2. - ARRANGEMENT

1. Title
2. Arrangement
3. Scope
4. Area
5. Definitions
6. Minimum Rates
7. Wages
8. Contract of Employment
9. Hours of Work
10. Public Holidays
11. Annual Leave
12. Sick Leave
13. Long Service Leave
14. Distant Work
15. Location Allowances
16. Bereavement Leave
17. Time and Wages Records
18. Fares and Travelling Time
19. Superannuation
20. Board of Reference
21. No Reduction
22. Award Modernisation
23. Structural Efficiency Exercise
24. Redundancy

Appendix - Resolution of Disputes Requirement
Schedule A - Parties to the Award
Schedule B - Respondents

3. - SCOPE

This Award shall apply to foremen, as defined, who are eligible for membership of a union party to this Award and who are employed on site in, or in connection with, the building construction industry as carried on by the respondents set out in Schedule 1 attached to this Award.

4. - AREA

This Award shall operate throughout the state of Western Australia.

5. - DEFINITIONS

- (1) "Foreman" means an employee, appointed as a foreman or sub-foreman who is responsible for the supervision of employees on one or more sites and who performs one or more of the following duties:
 - (a) Ensuring that the programming of work is met.

- (b) Ordering of materials.
- (c) Responsible for the quality control of the work being supervised.

In addition a foreman may be required to control, direct or supervise the work of subcontractors.

- (2) "Union" means:

The Construction, Forestry, Mining and Energy Union of Workers.

- (3) "Overtime" means -

- (a) time worked by a foreman, as defined, outside the ordinary hours worked by that foreman in accordance with Clause 9. - Hours of Work, in the supervision of employees; and
- (b) time usually and necessarily worked by a foreman as part of his/her ordinary duties immediately prior to the usual starting time and immediately after the usual finishing time of employees under his/her control but only to the extent that the time so worked exceeds two hours in any week; and
- (c) all authorised overtime.

6. - MINIMUM RATES

- (1) No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.
- (2) The minimum adult award wage for full-time employees aged 21 or more is \$665.90 per week payable on and from the commencement of the first pay period on or after 1 July 2014.
- (3) The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case Decisions.
- (4) Unless otherwise provided in this clause adults employed as casuals, part-time employees or piece workers or employees who are remunerated wholly on the basis of payment by result shall not be paid less than pro rata the minimum adult award wage according to the hours worked.
- (5) Employees under the age of 21 shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award to the minimum adult award wage.
- (6) The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or Jobskill placements or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the Minimum Conditions of Employment Act 1993.
- (7) Liberty to apply is reserved in relation to any special category of employees not included here or otherwise in relation to the application of the minimum adult award wage.
- (8) Subject to this clause the minimum adult award wage shall –
 - (a) Apply to all work in ordinary hours.
 - (b) Apply to the calculation of overtime and all other penalty rates, superannuation, payments during any period of paid leave and for all purposes of this award.
- (9) Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 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.

(10) Adult Apprentices

- (a) 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.
- (b) The rate paid in the paragraph above to an apprentice 21 years of age or more is payable on superannuation and during any period of paid leave prescribed by this award.
- (c) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.
- (d) Nothing in this clause shall operate to reduce the rate of pay fixed by the award for an adult apprentice in force immediately prior to 5 June 2003.

7. - WAGES

- (1) Each foreman shall be classified by his/her employer within the range prescribed hereunder and be paid not less than the rate for that classification.
- (2) (a) Subject to the provisions of subclause (3) of this clause, a foreman may be reclassified at any time. In the event of any dispute between an employer and the appropriate union as to the classification of any foreman employed by that employer, the matter may be referred to the Board of Reference for determination.

CLASSIFICATION RANGE * \$	A.S.N.A. \$	TOTAL WAGE \$
514.90	344.90	859.80
535.00	347.70	882.70
555.20	348.40	903.60
575.30	349.00	924.30
595.50	349.70	945.20
615.70	350.40	966.10
635.90	349.00	984.90

* Note - inclusive of an Industry Allowance of \$15.90.

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

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

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

- (3) Where the classification of a foreman has been fixed by the Board of Reference, that classification shall not be reduced by the employer except after the expiry of fourteen days' notice of the proposed reduction and the reason therefor has been given in writing to the appropriate union.
- (4) The provisions of this clause do not apply to any foreman if and for as long as he/she is being paid a rate in excess of the maximum rate prescribed.

8. - CONTRACT OF EMPLOYMENT

- (1) A foreman's contract of employment shall be on a weekly basis unless advised in writing to the contrary by the employer.
- (2) The engagement of a foreman may be terminated by the employer or the foreman giving one week's notice, or such other period as is advised in (1) above, or making payment in lieu thereof.
- (3) Notwithstanding subclauses (1) and (2) above the contract of employment shall not be less than one week.
- (4) The foregoing provisions of this clause do not affect an employer's right to dismiss a foreman at any time for misconduct in which case wages shall be paid up to the time of dismissal.

9. - HOURS OF WORK

- (1) The ordinary hours of work shall be 38 per week worked in accordance with the contract of employment but in the absence of such a provision in the contract of employment subclause (2) of this clause shall apply.
 - (2) (a) Unless otherwise provided for in accordance with subclause (1) of this clause the following provisions for a four week work cycle shall apply:
 - (i) The ordinary working hours shall be worked in a 20 day four week cycle, Monday to Friday inclusive, with 19 days of eight hours each, between the hours of 7.00am and 6.00pm, with 0.4 of an hour on each day worked accruing as an entitlement to take the fourth Monday in each cycle as a day off paid for as worked.
 - (ii) The rostered day off referred to in (i) above shall be those agreed to pursuant to paragraph (a) subclause (1) of Clause 13. - Hours of the Building Trades (Construction) Award 1987.
 - (b) Ordinary hours may be worked under any alternate arrangement agreed in writing between the employer, his/her employees and the union or unions concerned or, in default of agreement, as may be determined by the Board of Reference.
- (3) An employer shall compensate a foreman for all time worked as overtime, as defined, and time worked on a public holiday as described in clause 10. - Public Holidays by either:
 - (a) Payment for such excess hours at the rate of:
 - (i) time and a half for the first two hours and double time thereafter for overtime performed Monday through to Friday and Saturday morning and on a rostered day off (each day to stand alone);
 - (ii) double time for work performed after 12 noon on Saturday and all work performed on Sunday; and

- (iii) double time and a half for work performed on a public holiday; or
- (b) granting time off in lieu or other compensation such as additional leave, as may be mutually agreed.

10. - PUBLIC HOLIDAYS

- (1) Subject to this clause, a foreman shall be entitled to the following days or the days observed in lieu as holidays without deduction of pay:

New Years Day
Australia Day
Good Friday
Easter Monday
Anzac Day
Labour Day
Foundation Day
Sovereign's Birthday
Christmas Day
Boxing Day.
- (2) Provided that another day may be taken as a holiday by agreement between the employer and the foreman, in lieu of any of the days named in this clause.
- (3) Where an additional or substitute holiday is proclaimed by Order in Council or otherwise gazetted by authority of the Australian or a State Government under any Act throughout the State or part thereof, such day shall, within the defined locality, be deemed to be a holiday for the purposes of this Award; provided that a foreman shall not be entitled to the benefit of more than one holiday upon such occasion.

11. - ANNUAL LEAVE

- (1) Subject to the provisions of this clause, a period of 20 days, exclusive of any public holiday or weekend occurring during the period, shall be given and taken as leave annually to a foreman, after 12 months continuous service (less the period of annual leave) with the employer.
- (2) (a) Each foreman before going on leave, shall be paid in advance the wages which would ordinarily accrue to that foreman during the currency of the leave.

(b) In addition to the payment prescribed in (a) above a foreman shall receive a loading of 17½ per centum of the wages paid in accordance with (a).
- (3) The method of taking the annual leave, including the deferral of same, shall be agreed between the employer and the foreman.
- (4) Continuous service includes time during which a foreman is absent on annual leave, bereavement leave, public holidays, long service leave, jury service, workers' compensation (up to a maximum of 26 weeks) or paid sick leave.
- (5) (a) Where a foreman has given five working days' or more continuous service as defined in subclause (4) of this clause and he/she either leaves his/her employment or his/her employment is terminated by the employer he/she shall be paid a twelfth of a week's wages for each completed five working days of continuous service with his/her current employer for which leave has not been granted or paid for in accordance with this award.

(b) In addition to the payment prescribed in (a) above a foreman shall receive a loading of 17½ per centum of the wages paid in accordance with (a).

12. - SICK LEAVE

- (1) A foreman who is absent from work on account of personal illness or on account of injury by accident, other than that covered by workers' compensation, shall be entitled to 10 days' leave of absence per year, without deduction of pay.
- (2) Sick leave with an employer shall accumulate from year to year so that any unused portion which in any year has not been allowed to a foreman and subject to the conditions herein prescribed shall be allowed by that employer in a subsequent year, without diminution of the sick leave prescribed in respect of that year.

Provided that sick leave which accumulates pursuant to this subclause shall be available to the foreman for a period of ten years but no longer from the end of the year in which it accrues.

- (3) Any sick leave for which a foreman may become eligible under this Award by reason of service with one employer shall not be cumulative upon sick leave for which the employee may become eligible by reason of subsequent service with another employer.

13. - LONG SERVICE LEAVE

The provisions of the Construction Industry Portable Paid Long Service Leave Act 1985 are hereby incorporated in and form part of this Award.

14. - DISTANT WORK

- (1) Qualification:

A foreman shall be entitled to the provisions of this clause when employed on a job or construction work at such a distance from his/her usual place of residence that he/she cannot reasonably return to that place each night under the following conditions:

- (a) The foreman is not in receipt of Relocation Benefits through the Commonwealth Employment Service.
- (b) The foreman is maintaining a separate place of residence to which it is not reasonable to expect him/her to return each night; and
- (c) The foreman on being requested by the employer informs the employer, at the time of engagement, that he/she maintains a separate place of residence from the address recorded on the job application.

Subject to subclause (2) of this clause a foreman is regarded as bound by the statement of his/her address and no entitlement shall exist if unknowingly to the employer he/she wilfully and without duress made a false statement in relation to the above.

- (2) Foreman's Address:

- (a) The employer shall require and the applicant shall provide the employer with the following information, in writing, at the time of engagement:
 - (i) the address of the place of residence at the time of application; and
 - (ii) the address of the separately maintained residence, if applicable.

Provided, however, that the employer shall not exercise undue influence, for the purpose of avoiding its obligations under the Award in persuading the prospective foreman to insert a false address.

- (b) No subsequent change of address shall entitle a foreman to the provisions of this clause unless the employer agrees.
- (c) Documentary proof of address such as a long service leave registration card or driver's licence may be accepted by an employer as proof of the foreman's usual place of residence.
- (d) The address of the foreman's usual place of residence and not the place of engagement shall determine the application of this clause.

Any dispute arising in respect of this clause shall be referred to a Board of Reference.

(3) Entitlement:

Where a foreman qualifies under subclause (1) of this clause the employer shall either:

- (a) Provide the foreman with reasonable board and lodging; or
- (b) Pay an allowance of \$338.60 per week of seven days but such allowance shall not be wages. In the case of broken parts of the week occurring at the beginning or ending of employment on a distant job the allowance shall be \$48.40 per day.

Provided that the foregoing allowances shall be increased if the foreman satisfies the employer that he/she reasonably incurred a greater outlay than that prescribed. In the event of disagreement the matter may be referred to a Board of Reference for determination; or

- (c) In circumstances prescribed in subclause (7) of this clause, provide camp accommodation and messing constructed and maintained in accordance with subclause (10) of this clause.

"Reasonable board and lodging" shall mean lodging in a well kept establishment with three adequate meals each day, adequate furnishings, good bedding, good floor coverings, good lighting and heating and with hot and cold running water, in either a single room or a twin room if a single room is not available.

(4) Travelling Expenses:

A foreman who is sent by his/her employer or selected or engaged by an employer or agent to go to a job which qualifies him/her to the provision of this Clause shall not be entitled to any of the allowances prescribed by Clause 18. - Fares and Travelling Time of this Award for the period occupied in travelling from his/her usual place of residence to the distant job, but in lieu thereof shall be paid:

- (a) Forward Journey:
 - (i) For the time spent in so travelling, at ordinary rates up to a maximum of eight hours per day for each day of travel (to be calculated as the time taken by rail or the usual travelling facilities).
 - (ii) For the amount of a fare on the most common method of public transport to the job (bus, economy air, second class rail with sleeping berths if necessary, which may require a first class rail fare), and any excess payment due to transporting his/her tools if such is incurred.
 - (iii) For any meals incurred while travelling at \$9.90 per meal.

Provided that the employer may deduct the cost of the forward journey fare from a foreman who terminates or discontinues his/her employment within two weeks of commencing on the job and who does not forthwith return to his/her place of engagement.

(b) Return Journey:

A foreman shall, for the return journey receive the same time, fare and meal payments as provided in paragraph (a) of this subclause together with an amount of \$16.10 to cover the cost of transporting himself/herself and his/her tools from the main public transport terminal to his/her usual place of residence.

Provided that the above return journey payments shall not be paid if the foreman terminates or discontinues his/her employment within two months of commencing on the job, or if he is dismissed for incompetence within one working week of commencing on the job, or is dismissed for misconduct.

(c) Departure Point:

For the purposes of this clause, travelling time shall be calculated as the time take for the journey from the central or regional rail, bus or air terminal nearest the foreman's usual place of residence to the locality of the work.

(5) Daily Fares Allowance:

A foreman engaged on a job which qualifies him/her to the provisions of this clause and who is required to reside elsewhere than on the site (or adjacent to the site and supplied with transport) shall be paid the allowance prescribed by Clause 18. - Fares and Travelling Time of this Award.

(6) (a) Weekend Return Home:

A foreman who works as required during the ordinary hours of work on the working day before and the working day after a weekend and who notifies the employer or his/her representative, no later than Tuesday of each week, of his/her intention to return to his/her usual place of residence at the weekend and who returns to his/her usual place of residence for the weekend, shall be paid an allowance of \$27.10 for each occasion.

(b) Paragraph (a) of this subclause shall not apply to a foreman who is receiving the payment prescribed in subclause (3) of this clause in lieu of board and lodging being provided by the employer or who is receiving a camping allowance as prescribed in paragraph (b) of subclause (7) of this clause.

(c) When a foreman returns to his/her usual place of residence for a weekend or part of a weekend and does not absent himself/herself from the job for any of the ordinary working hours, no reduction of the allowance prescribed in paragraph (b) of subclause (3) of this clause shall be made.

(7) Construction Camps:

(a) Camping Accommodation:

Where a foreman is engaged on the construction of projects which are located in areas where suitable board and lodging as defined in subclause (3) of this clause is not available, or where the size of the workforce is in excess of the available accommodation or where continuous concrete pour requirements of the project or the working shifts necessitate camp accommodation and where, because of these circumstances, it is necessary to house a foreman in a camp, such camp shall be constructed and maintained in accordance with subclause (10) of this clause.

(b) Camping Allowance:

A foreman living in a construction camp where free messing is not provided shall receive a camping allowance of \$135.60 for every complete week he/she is available for work. If required to be in camp for less than a complete week he/she shall be paid \$18.90 per day

including any Saturday or Sunday if he/she is in camp and available for work on the working days immediately preceding and succeeding each Saturday and Sunday. If a foreman is absent without the employer's approval on any day, the allowance shall not be payable for that day and if such unauthorised absence occurs on the working day immediately preceding or succeeding a Saturday or Sunday, the allowance shall not be payable for the Saturday or Sunday.

(c) Camp Meal Charges:

Where a charge is made for meals in a construction camp, such charge shall be fixed by agreement between the parties.

(8) Rest and Recreation:

(a) Rail or road travel:

A foreman who proceeds to a job which qualifies him/her to the provisions of this clause, may, after two months' continuous service thereon and thereafter at three monthly periods of continuous service thereon, return to his/her usual place of residence at the weekend. If he/she does so, he/she shall be paid the amount of a bus or second class return railway fare to the bus or railway station nearest his/her usual place of residence on the pay day which immediately follows the date on which he/she returns to the job; provided no delay not agreed to by the employer takes place in connection with the foreman's commencement of work on the morning of the working day following the weekend.

Provided, however, that if the work upon which the foreman is engaged will terminate in the ordinary course within a further 28 days after the expiration of any such period of two or three months as herebefore mentioned, then the provisions of this paragraph shall not be applicable.

(b) Air Travel:

(i) Notwithstanding any other provisions contained in paragraph (a) of this subclause and in lieu of such provisions, the following conditions shall apply to a foreman who qualifies under subclause (1) of this clause and where such construction work is located north of 26th parallel of south latitude or in any other area to which air transport is the only practicable means of travel, a foreman may return home after four months' continuous service and shall in such circumstances be entitled to two days' leave with pay in addition to the weekend.

Thereafter the foreman may return to his/her usual place of residence after each further period of four months' continuous service, and in each case he/she shall be entitled to two days' leave of which one day shall be paid leave.

Payment for leave and reimbursement for any economy air fare paid by the foreman shall be made at the completion of the first pay period commencing after the date of return to the job.

Provided however, that if the work upon which the foreman is engaged will terminate in the ordinary course within a further 28 days after the expiration of any such period of four months as hereinbefore mentioned, then the provisions of this paragraph shall not be applicable.

(ii) Foremen shall be entitled in accordance with this subclause to travel to their usual place of residence, or Perth, whichever is the closest to the job and return provided that reimbursement of air fare in no case shall exceed the economy air fare from the job to Perth and return; unless a foreman has been sent by his/her employer, or selected or engaged by the employer or agent, to go to such job from a place which is a greater distance from the job than Perth and the foreman returns to that place, in which event reimbursement shall include the return air fare for the greater distance.

(c) Limitation of Entitlement:

A foreman shall be entitled to the provisions of either paragraph (a) or paragraph (b) herein and such option shall be established by agreement as soon as practicable after commencing on distant work. The entitlement shall be availed of as soon as reasonably practicable after it becomes due and shall lapse after a period of two months provided that the foreman has been notified in writing by the employer in the week prior to such entitlement becoming due of the date of entitlement and that such entitlement will lapse if not taken before the appropriate date two months later. (Proof of such written notice shall lie with the employer.)

(d) Service Requirements:

For the purpose of this subclause service shall be deemed to be continuous notwithstanding a foreman's absence from work as prescribed in this clause or as prescribed in subclause (5) of Clause 11. - Annual Leave.

(e) Variable Return Home:

In special circumstances, and by agreement with the employer, the return to the usual place of residence entitlements may be granted earlier or taken later than the prescribed date of accrual without alteration to the foreman's accrued entitlements.

(f) Non Payment in Lieu:

Payment of fares and leave with pay as provided for in this subclause shall not be made unless availed of by the foreman.

(9) Termination:

A foreman shall be entitled to notice of termination in sufficient time to arrange suitable transport at termination or shall be paid as if employed up to the end of the ordinary working day before transport is available.

(10) Construction Camp Standards:

(a) Construction camps, as referred to in subclause (7) of this clause shall comply with the following standards:

(i) The camp shall provide for accommodation in single rooms, of dimensions not less than 14 cubic metres per person and shall have a timber, aluminium or similar floor with floor covering provided. Each room shall be furnished with reasonable sleeping accommodation including a mattress, pillow and blankets together with a table or reasonable substitute therefor, a seat and a wardrobe for each person.

(ii) Each room shall be fitted with a door and moveable window of reasonable dimensions fitted with a gauze screen. Each room shall be ceiled and lined. Good artificial lighting shall be provided in each room.

(iii) Except where corridor type barracks are provided a verandah shall be constructed in front of each room. Where reasonably required, provisions shall be made for the heating of rooms or cooling by fan.

(iv) Provision shall be made in the camp for reasonable washing facilities including hot and cold showers. Reasonable provisions shall be made for the washing of clothes. Toilets shall be adequate and sewered where possible situated within reasonable distance from the living quarters, access to which shall be by properly lighted paths.

Provision shall be made for the effluent from the kitchen, laundry and showers to be carried away in closed pipes and dispersed in such a way as to avoid any risk to

health. In any such camp messing shall be made available by the employer with provisions for a choice of meals.

- (b) Where construction camp accommodation is not provided and the employer provides caravan accommodation the employer and the unions shall confer as to reasonable standards for such accommodation. In the absence of agreement being reached the matter shall be referred to the Western Australian Industrial Relations Commission.

(11) Alternative Paid Day Off Procedure:

If the employer and the foreman so agree in writing, the paid rostered day as prescribed in subclause (2) of Clause 9. - Hours of Work may be taken and paid for in conjunction with and additional to, rest and recreation leave as prescribed in subclause (8) of this clause, or at the end of the project, or on termination.

15. - LOCATION ALLOWANCES

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

<u>TOWN</u>	<u>PER WEEK</u>
Agnew	\$20.60
Argyle	\$54.90
Balladonia	\$21.10
Barrow Island	\$35.70
Boulder	\$8.70
Broome	\$33.10
Bullfinch	\$9.70
Carnarvon	\$17.00
Cockatoo Island	\$36.30
Coolgardie	\$8.70
Cue	\$21.10
Dampier	\$28.80
Denham	\$17.00
Derby	\$34.40
Esperance	\$6.00
Eucla	\$23.10
Exmouth	\$30.10
Fitzroy Crossing	\$41.70
Goldsworthy	\$17.80
Halls Creek	\$48.10
Kalbarri	\$7.30
Kalgoorlie	\$8.70
Kambalda	\$8.70
Karratha	\$34.50
Koolan Island	\$36.30
Koolyanobbing	\$9.70
Kununurra	\$54.90
Laverton	\$21.00
Learmonth	\$30.10
Leinster	\$20.60
Leonora	\$21.00
Madura	\$22.10
Marble Bar	\$53.10

Meekatharra	\$18.20
Mount Magnet	\$22.80
Mundrabilla	\$22.60
Newman	\$19.80
Norseman	\$18.10
Nullagine	\$53.00
Onslow	\$35.70
Pannawonica	\$26.80
Paraburdoo	\$26.70
Port Hedland	\$28.60
Ravensthorpe	\$10.90
Roebourne	\$39.70
Sandstone	\$20.60
Shark Bay	\$17.00
Shay Gap	\$17.80
Southern Cross	\$9.70
Telfer	\$48.90
Teutonic Bore	\$20.60
Tom Price	\$26.70
Whim Creek	\$34.20
Wickham	\$33.00
Wiluna	\$20.80
Wittenoom	\$46.90
Wyndham	\$51.50

- (2) Except as provided in subclause (3) of this clause, an employee who has:
- (a) a dependant shall be paid double the allowance prescribed in subclause (1) of this clause;
 - (b) a partial dependant shall be paid the allowance prescribed in subclause (1) of this clause plus the difference between that rate and the amount such partial dependant is receiving by way of a district or location allowance.
- (3) Where an employee:
- (a) is provided with board and lodging by his/her employer, free of charge; or
 - (b) is provided with an allowance in lieu of board and lodging by virtue of the award or an order or agreement made pursuant to the Act;
- such employee shall be paid $66\frac{2}{3}$ per cent of the allowances prescribed in subclause (1) of this clause.
- (4) Subject to subclause (2) of this clause, junior employees, casual employees, part time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.
- (5) Where an employee is on annual leave or receives payment in lieu of annual leave he/she shall be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.
- (6) Where an employee is on long service leave or other approved leave with pay (other than annual leave) he/she shall only be paid location allowance for the period of such leave he/she remains in the location in which he/she is employed.
- (7) For the purposes of this clause:
- (a) "Dependant" shall mean -

- (i) a spouse or defacto partner; or
- (ii) a child where there is no spouse or defacto partner;

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

- (b) "Partial Dependant" shall mean a "dependant" as prescribed in paragraph (a) of this subclause who receives a location allowance which is less than the location allowance prescribed in subclause (1) of this clause or who, if in receipt of a salary or wage package, receives less than a full consideration for which the location allowance is payable pursuant to the provisions of this clause.
- (8) Where an employee is employed in a town or location not specified in this clause the allowance payable for the purpose of subclause (1) of this clause shall be such amount as may be agreed between Australian Mines and Metals Association, the Chamber of Commerce and Industry of Western Australia and the Trades and Labour Council of Western Australia or, failing such agreement, as may be determined by the Commission.
- (9) Subject to the making of a General Order pursuant to s.50 of the Act, that part of each location allowance representing prices shall be varied from the beginning of the first pay period commencing on or after the 1st day in July of each year in accordance with the annual percentage change in the Consumer Price Index (excluding housing), for Perth measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.

16. - BEREAVEMENT LEAVE

- (1) A foreman shall, on the death within Australia of a wife, husband, father, mother, father-in-law, mother-in-law, brother, sister, child or stepchild, be entitled on notice, to leave without deduction of pay for a period not exceeding the number of hours worked by the foreman in two ordinary days of work. Proof of such death shall be furnished by the foreman to the satisfaction of his/her employer.
- (2) Provided that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.
- (3) For the purposes of this clause, the words "wife" and "husband" shall include a defacto wife or husband.
- (4) Provided further that, with the consent of the employer, which consent shall not be unreasonably withheld, a foreman shall, in addition to this entitlement to paid bereavement leave, be entitled to reasonable unpaid bereavement leave up to ten working days in respect of the death within Australia or overseas of a relation to whom the clause applies, and that any dispute as to the granting of unpaid bereavement leave may be referred to a Board of Reference.

17. - TIME AND WAGES RECORDS

- (1) In addition to the requirements of the Industrial Relations (General) Regulations 1997, each employer shall keep a record, on a separate page for each employee, from which can be readily ascertained the following:
 - (a) the name of each employee and his/her classification;
 - (b) each day worked, the hours worked each day, including time of starting and finishing work each day, overtime hours worked and meal breaks taken;
 - (c) the gross amount of ordinary wages, overtime wages, special rates and specific allowances paid each pay week;

- (d) the amount of each deduction and the nature thereof;
 - (e) the net amount of wages and allowances paid each pay week;
 - (f) any relevant records which detail taxation deductions and remittances to the Australian Taxation Office, including those payments made as PAYE tax whether under a Group Employer's Scheme or not;
 - (g) a certificate or other documentation from the Construction Industry Long Service Leave Payments Board which will confirm the employer's registration, the date of the last payment, and the period for which that payment applies;
 - (h) the employer's and the employee's Construction & Building Union Superannuation number or other occupational superannuation number and the contribution returns by the employer to the Construction & Building Union Superannuation or other occupational superannuation schemes on behalf of the employee, where such benefit applies; and
- (2) In addition, the employer shall record the location of the job if it is outside the Perth Metropolitan area.
 - (3) The employer shall provide evidence of the employer's current Workers Compensation Policy or other satisfactory proof of insurance such as a renewal certificate.
 - (4) Subject to subclause (6) of this clause, all records and documentation referred to in subclauses (1), (2) and (3), or copies thereof, shall be available for inspection by a duly accredited official under the rules of an organisation of employees bound by this Award during the usual office hours, at the employer's office or other convenient place. This is subject to reasonable notice of not less than 24 hours of the intention to inspect the records being given to the employer by the union or duly accredited union official.
 - (5) Subject to subclause (6) of this clause, upon request the employer shall within 48 hours make copies available for the union of the record maintained under subclause (1) of this clause if the Secretary of the Union reasonably suspects that a breach of the Award has been committed. If agreed between the parties, copies of the records shall be sent to the union office. Otherwise, the union shall arrange for copies of the records to be collected.
 - (6) The employer may refuse the representative access to the records if the employer:
 - (a) is of the opinion that access to the records by a duly accredited official of the organisation of employees would infringe the privacy of persons who are not members of the union;
 - (b) undertakes to produce the records to an Industrial Inspector within 48 hours of being notified of the requirements to inspect by the Union official; and
 - (c) complies with the undertaking to produce the records to an Industrial Inspector.

18. - FARES AND TRAVELLING TIME

- (1) A foreman required to report directly to the job shall be paid the following allowances to compensate for travel patterns and costs peculiar to the construction industry:
 - (a) On places of work within a 50 kilometres radius from the General Post Office, Perth, \$12.60 per day.
 - (b) Where an employer's business or branch is situated outside the 50 kilometres radius referred to in (a) and a foreman is engaged for work from that establishment, and is required to report to a job within a 50 kilometres radius from the post office nearest the establishment, \$12.60 per day.

- (c) Where a foreman travels daily from inside any radius referred to in (a) or (b) to a job outside that area that foreman shall be paid:
 - (i) \$12.60 per day.
 - (ii) In respect of travel from the designated radius to the job and return to that radius 37 cents per kilometre and wages for the time spent in such travel.
- (d) Where a foreman is transferred from one site to another during working hours, 69 cents per kilometre and wages for the time spent travelling.
- (2) (a) The allowance prescribed in this clause shall not be payable on any day which the employer provides or offers to provide suitable transport free of charge from the foreman's home to his/her place of work and return.
- (b) Where a foreman is supplied with a vehicle for the travel referred to in subclause (1) above, no allowance shall be paid to that foreman.
- (c) Provided that a foreman who is supplied with a vehicle or offered or provided with suitable transport to and from the job shall receive the wages provided for in (1)(c)(ii) and (1)(d) of this clause when undertaking travel referred to in those paragraphs.

19. - SUPERANNUATION

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

- (1) Each employer to whom this Award applies shall make monthly contributions to a superannuation fund at the rate of 9% of ordinary time earnings in respect of each foreman employed by that employer pursuant to this Award.
- (2) The superannuation fund shall be that which is agreed between the employer and foreman concerned.

Compliance, Nomination and Transition

Notwithstanding anything contained elsewhere herein which requires that contribution be made to a superannuation fund or scheme in respect of an employee, on and from 30 June 1998 -

- (a) Any such fund or scheme shall no longer be a complying superannuation fund or scheme for the purposes of this clause unless -
 - (i) the fund or scheme is a complying fund or scheme within the meaning of the Superannuation Guarantee (Administration) Act 1992 of the Commonwealth; and
 - (ii) under the governing rules of the fund or scheme, contributions may be made by or in respect of the employee permitted to nominate a fund or scheme;
- (b) The employee shall be entitled to nominate the complying superannuation fund or scheme to which contributions are to be made by or in respect of the employee;
- (c) The employer shall notify the employee of the entitlement to nominate a complying superannuation fund or scheme as soon as practicable;
- (d) A nomination or notification of the type referred to in paragraphs (b) and (c) of this subclause shall, subject to the requirements of regulations made pursuant to the Industrial Relations Legislation Amendment and Repeal Act 1995, be given in writing to the employer or the employee to whom such is directed;

(e) The employee and employer shall be bound by the nomination of the employee unless the employee and employer agree to change the complying superannuation fund or scheme to which contributions are to be made;

(f) The employer shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by a employee;

Provided that on and from 30 June 1998, and until an employee thereafter nominates a complying superannuation fund or scheme -

(g) if one or more complying superannuation funds or schemes to which contributions may be made be specified herein, the employer is required to make contributions to that fund or scheme, or one of those funds or schemes nominated by the employer;

or

(h) if no complying superannuation fund or scheme to which contributions may be made be specified herein, the employer is required to make contributions to a complying fund or scheme nominated by the employer.

(3) "Ordinary Time Earnings" (which for the purposes of the Superannuation Guarantee (Administration) Act 1992 will operate a notional earnings base) shall mean the actual ordinary rate of pay the employee receives for ordinary hours of work. The term includes any regular over-award pay as well as casual rates received and any additional rates and allowances paid for on a regular basis for work undertaken during ordinary hours of work, including fares and travel allowances payable pursuant to Clause 18(1)(a), 18(1)(b) and 18(1)(c)(i). Other reimbursement allowances are excluded.

20. - BOARD OF REFERENCE

(1) There shall be a Board of Reference consisting of a chairperson and an equal number of employer and employee members who shall be appointed pursuant to section 48 of the Industrial Relations Act 1979 and regulation 25 of the Industrial Relations Commission Regulations 1985.

(2) The Board of Reference is hereby assigned the function of determining any dispute between the parties in relation to any matter which under this Award may be allowed, approved, fixed, determined or dealt with by a Board of Reference.

21. - NO REDUCTION

No foreman shall be reduced in status or position nor have his/her rate of remuneration reduced or have any of his/her conditions of employment adversely affected merely as a consequence of making this Award.

22. - AWARD MODERNISATION

(1) The parties to this award are committed to modernising the terms of the award so that it provides for more flexible working arrangements, improves the quality of working life, enhances skills and job satisfaction and assists positively in the restructuring process.

(2) The parties commit themselves to the following principles as part of the structural efficiency process:

(a) Acceptance in principle that any new skill level definitions in the award will be suitable for the needs of the industry, either more broadly based, or more truly reflective of the different skill levels of the tasks now performed, but which will incorporate the ability for a foreman to perform a wider range of duties where appropriate.

(b) The creation of a genuine career path for foremen which allows advancement based on industry accreditation and access to training.

- (c) Co-operation in the transition from the old structure to the new structure in an ordered manner without creating false expectations or disputation.

23. - STRUCTURAL EFFICIENCY EXERCISE

- (1)
 - (a) An employer may direct a foreman to carry out such duties as are within the limits of the employee's skills, competence and training consistent with the classification structure of this award provided that such duties are not designed to promote de-skilling.
 - (b) Any direction issued by an employer shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- (2) The parties to this award are committed to co-operating positively to increase the efficiency, productivity and international competitiveness of the building and construction industry and to enhance the career opportunities and job security of employees in the industry.
- (3) The parties will give consideration to establishing a working party for the testing and/or trialling of various skill levels and to enable proper consultation to take place with both foremen and employers in the industry on matters consistent with the objectives of subclause (2) herein. The parties shall process any such matters through that working party.
- (4) Measures raised for consideration consistent with subclause (3) herein should include implementation of a new classification structure, any facilitative provisions contained in this award and matters concerning training.
- (5) Without limiting the rights of either an employer or a Union to arbitration, any other measure designed to increase flexibility on a site or within an enterprise sought by any party may by agreement of the parties involved be implemented subject to the following requirements:
 - (a) the changes sought shall not affect provisions reflecting National standards;
 - (b) the parties will consider the implications of the proposed measures for existing on-site arrangements;
 - (c) the majority of employees affected by the change at the site or enterprise must genuinely agree to the change;
 - (d) the relevant Union or Unions must be a party to the agreement;
 - (e) no employee shall lose income as a result of the change;
 - (f) any agreement shall be subject, where appropriate, to approval by the Western Australian Industrial Relations Commission and, if approved, shall operate as a Schedule to this Award and take precedence over any provision of this award to the extent of any inconsistency.
- (6) Award restructuring should be given its wider meaning and should not be confined to restructuring classifications but may extend to the review of other restrictive provisions which currently operate. To that end, such restrictive provisions will be reviewed on an ongoing basis.
- (7) The parties to this award recognise that in order to increase the efficiency, productivity and international competitiveness of industry, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
 - (a) developing a more highly skilled work force;
 - (b) providing foremen with career opportunities through appropriate training to acquire additional skills; and

- (c) removing barriers to the utilisation of skills acquired and required.

24. - REDUNDANCY

(1) Definitions

- (a) “Redundancy” means a situation where a foreman ceases to be employed by an employer, respondent to this award, other than for reasons of misconduct or refusal of duty.
- (b) “Redundant” has a corresponding meaning.
- (c) “Continuous Service” for the purposes of this clause means all service of the foreman with his or her employer and shall include a foreman’s absence from work for any of the following reasons:
 - (i) Paid sick leave;
 - (ii) Paid annual leave;
 - (iii) Long service leave;
 - (iv) Bereavement leave;
 - (v) Public holidays;
 - (vi) Jury service;
 - (vii) Where called up for military service for up to 3 months in any qualifying 12 month period;
 - (viii) Injury received during the course of employment for and up to a maximum of 26 weeks for which he/she received workers’ compensation; and
 - (ix) Any reason satisfactory to the employer. In the event of dispute, the matter may be referred to the Western Australian Industrial Relations Commission.

Provided that service by the foreman with a business which has been transmitted from one employer to another and the foreman’s service has been deemed continuous in accordance with paragraph (3) of subclause (2) of the Long Service Leave Provisions published in Volume 73 of the Western Australian Industrial Gazette at pages 1-4 shall also constitute continuous service for the purpose of this clause.

- (d) “Weeks Pay” means the ordinary time rate of pay at the time of termination for the foreman concerned.

Provided that redundancy entitlements may be accumulated for a foreman when he/she is transferred to other work with the employer at the completion of a project or job. When redundancy is finally effected redundancy payments will be calculated and paid in line with the employee’s previous classification of foreman.

(2) Discussions to Precede Redundancy

Where an employer has decided to make a foreman redundant, the foreman shall be entitled to be informed, by the employer, as soon as reasonably practicable after the decision has been made to effect the redundancy. The foreman shall be entitled to discuss with the employer the likely effects of the redundancy in respect of him or her.

(3) Redundancy Pay

A redundant foreman shall receive redundancy/severance payments, calculated as follows, in respect of all continuous service (as defined in this Clause) with his or her employer provided that any service prior to 8 September 1994 shall not be counted as service for the purposes of this clause.

PERIOD OF CONTINUOUS SERVICE WITH AN EMPLOYER REDUNDANCY/SEVERANCE PAY

1 year or more but less than 2 years	2.4 weeks pay plus, for all service in excess of 1 year, 1.75 hours pay per completed week of service up to a maximum of 4.8 weeks pay.
2 years or more but less than 3 years	4.8 weeks pay plus, for all service in excess of 2 years, 1.6 hours pay per completed week of service up to a maximum of 7 weeks pay.
3 years or more but less than 4 years	7 weeks pay plus, for all service in excess of 3 years, 0.73 hours pay per completed week of service up to a maximum of 8 weeks pay.
4 years or more	8 weeks pay

Provided that a foreman employed for less than twelve (12) months shall be entitled to a redundancy/severance payment of 1.75 hours per completed week of service if, and only if, redundancy is occasioned otherwise than by the foreman.

(4) Fund

An employer bound by this award may utilise a fund to meet all or some of the liabilities created by this clause. Where an employer utilises such a fund:

- (a) payments made by a fund designed to meet an employer's liabilities under this clause, to a foreman eligible for redundancy/severance pay shall be set off against the liability of the employer under this clause, and the foreman shall receive the fund payment or the award benefit whichever is the greater but not both; or
- (b) where a fund, which has been established pursuant to an agreement between unions and employers, does not make payments in accordance with this clause, contributions made by an employer on behalf of a foreman to the fund shall, to the extent of those contributions, be set off against the liability of the employer under this clause, and payments to the foreman shall be made in accordance with the rules of the fund or any agreement relating thereto and the foreman shall be entitled to the fund benefit or the award benefit whichever is the greater but not both.

(5) Foreman Leaving During Notice

A foreman whose employment is to be terminated in accordance with subclause (1)(a) of this clause may terminate his or her employment during the period of notice and if this occurs, shall be entitled to the provisions of this clause as if the foreman remains with the employer until expiry of such notice. Provided that in such circumstances, the foreman shall not be entitled to payment in lieu of notice.

(6) Leave for Job Interviews

- (a) A foreman who has been informed that he or she has been, or will be, made redundant is entitled to paid leave of up to 8 hours for the purpose of being interviewed for further employment.
- (b) The 8 hours need not be consecutive.

(c) A foreman who claims to be entitled to paid leave under paragraph (a) above is to provide to the employer evidence that would satisfy a reasonable person of the entitlement.

(7) Disputes Settling Procedure

Any dispute in relation to this clause may be referred to the Western Australian Industrial Relations Commission.

APPENDIX - RESOLUTION OF DISPUTES REQUIREMENT

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

SCHEDULE A - PARTIES TO THE AWARD

The following organisation is party to this award:

The Construction, Forestry, Mining and Energy Union of Workers

SCHEDULE B - RESPONDENTS

The Master Builders' Association of Western Australia
35 - 37 Havelock Street
WEST PERTH WA 6005

The Master Painters, Decorators and Signwriters' Association of Western Australia
106 Caledonian Avenue
MAYLANDS WA 6051

Westswan Formwork Pty Ltd
70 Goodwood Parade
RIVERVALE WA 6103

Bobrik Constructions Pty Ltd
2565 Helena Valley Road
HELENA VALLEY WA 6056

Fibre Cement Contracting Pty Ltd
Rutland Avenue
WELSHPOOL WA 6106

Brambles Australia Limited trading as Gardener Perrot
20 Stack Street
FREMANTLE WA 6160

VARIATION RECORD

FOREMEN (BUILDING TRADES) AWARD 1991

NO. A 5 OF 1987

Delivered 30/01/92 at 72 WAIG 216 (see 72 WAIG 1302 also) Section 93(6)
Consolidation at

CLAUSE NO.	EXTENT VARIATION	OF	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
---------------	---------------------	----	--------------	-------------------	----------------------

1. Title

(1A. State Wage Principles)

Ins. Cl.	1752/91	31/01/92	72 WAIG 191
----------	---------	----------	-------------

Cl. & Title	1457/93	24/12/93	74 WAIG 198
-------------	---------	----------	-------------

(1A. State Wage Principles December 1993)

Cl. & Title	985/94	30/12/94	75 WAIG 23
-------------	--------	----------	------------

(1A. Statement of Principles December 1994)

Cl. & Title	1164/95	21/03/96	76 WAIG 911
-------------	---------	----------	-------------

(1A. Statement of Principles March 1996)

Cl & Title	915/96	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
---------	--------	----------	--------------

2. Arrangement

Ins. 1A.	1752/91	31/01/92	72 WAIG 191
Del. Sch 1; Ins Sch A & B	608/93	04/05/93	73 WAIG 1639
1A. Title	1457/93	24/12/93	74 WAIG 198
1A. Title	985/94	30/12/94	75 WAIG 23
Del. 2A,ins. 22 & 23	620/95	04/07/95	75 WAIG 2420
Ins. 24	1176/93	10/10/95	75 WAIG 3174
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
1A	940/97	14/11/97	77 WAIG 3177
1A	757/98	12/06/98	78 WAIG 2579
Del. App. S.49B	859/98	10/11/98	79 WAIG 239
Del 1A.	609/99	06/07/99	79 WAIG 1847

(2A. State Wage Fixing Principles)

Del. cl	620/95	04/07/95	75 WAIG 2420
---------	--------	----------	--------------

3. Scope

4. Area

5. Definitions

(2)	620/95	04/07/95	75 WAIG 2420
(2)	622/02	28/06/02	82 WAIG 2147

6. Minimum Rates

Min.wage prov	940/97	14/11/97	77 WAIG 3177
Min. Wage & text.	609/99	01/08/99	79 WAIG 1847
(viii)	371/99	15/11/99	79 WAIG 3701
Cl.	654/00	01/08/00	80 WAIG 3379
Cl.	752/01	01/08/01	81 WAIG 1721
Cl.	797/02	01/08/02	82 WAIG 1369
Cl.	569/03	5/06/03	83 WAIG 1899 & 2233
(9)	1197/03	1/11/03	83 WAIG 3537
Cl.	570/04	4/06/04	84 WAIG 1521
Cl.	576/05	07/07/05	85 WAIG 2089 & 2441
Cl.	957/05	07/07/06	86 WAIG 1631 & 1975
Cl.	1/07	01/07/07	87 WAIG 1487 & 1862
Cl.	115/07	01/07/08	88 WAIG 773 & 1115
Cl.	1/09	01/10/09	89 WAIG 735 & 1540
Cl.	2/10	01/07/10	90 WAIG 568 & 1003
Cl.	2/11	01/07/11	91 WAIG 1008 & 1416
Cl.	2/12	01/07/12	92 WAIG 1203
Cl.	1/13	01/07/13	93 WAIG 875

Cl.	1/14	01/07/14	94 WAIG 1095
-----	------	----------	--------------

7. Wages

(2)	620/95	04/07/95	75 WAIG 2420
-----	--------	----------	--------------

(2)	506/96	19/06/96	76 WAIG 2418
-----	--------	----------	--------------

Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
-------------------	--------	----------	--------------

Rates (2)(a), text (c).	609/99	01/08/99	79 WAIG 1847
-------------------------	--------	----------	--------------

(2)	371/99	15/11/99	79 WAIG 3701
-----	--------	----------	--------------

Cl.	654/00	01/08/00	80 WAIG 3379
-----	--------	----------	--------------

Cl.	752/01	01/08/01	81 WAIG 1721
-----	--------	----------	--------------

(2) (a)	797/02	01/08/02	82 WAIG 1369
---------	--------	----------	--------------

Cl.	569/03	5/06/03	83 WAIG 1899 & 2233
-----	--------	---------	------------------------

Cl.	570/04	4/06/04	84 WAIG 1521 & 1763
-----	--------	---------	------------------------

Cl.	576/05	07/07/05	85 WAIG 2089 & 2441
-----	--------	----------	------------------------

Cl.	957/05	07/07/06	86 WAIG 1631 & 1975
-----	--------	----------	------------------------

Cl.	1/07	01/07/07	87 WAIG 1487 & 1862
-----	------	----------	------------------------

Cl.	115/07	01/07/08	88 WAIG 773 & 1115
-----	--------	----------	-----------------------

Cl.	1/09	01/10/09	89 WAIG 735 & 1540
-----	------	----------	-----------------------

Cl.	2/10	01/07/10	90 WAIG 568 & 1003
-----	------	----------	-----------------------

Cl.	2/11	01/07/11	91 WAIG 1008 & 1416
-----	------	----------	------------------------

Cl.	2/12	01/07/12	92 WAIG 1203
-----	------	----------	--------------

Cl.	1/13	01/07/13	93 WAIG 875
-----	------	----------	-------------

Cl.	1/14	01/07/14	94 WAIG 1095
-----	------	----------	--------------

8. Contract of Employment

9. Hours of Work

10. Public Holidays

11. Annual Leave

12. Sick Leave

13. Long Service Leave

14. Distant Work

(4)(a),(b),(6)(a),(7)(b)	620/95	04/07/95	75 WAIG 2420
(3) & (4)	2016/98	23/12/98	79 WAIG 827
Correction	2016/98	23/12/98	79 WAIG 1706
(4)(b),(6)(a) & (7)(b)	371/99	15/11/99	79 WAIG 3701
(3)(b), (4)(a)(iii), (4)(b), (6)(a), & (7)(b)	1451/99	02/12/99	80 WAIG 183
(3)(b), (4)(a) & (b), (6)(a) & (7)(b)	1608/00	16/02/01	81 WAIG 848
(3)(b), (4)(a)(iii) & (b), (6)(a) & (7)(b)	1832/01	3/12/01	82 WAIG 94
(3)(b), (4)(a)(iii) & (7)(b)	1628/02	12/12/02	83 WAIG 136
(3), (4)(a), (7)(b)	1385/03	19/01/04	84 WAIG 250

15. Location Allowances

Cl.	641/95	01/07/95	75 WAIG 2125
Cl.	506/96	19/06/96	76 WAIG 2418
Cl.	911/96	01/07/96	76 WAIG 3365
Cl.	1400/97	01/07/97	77 WAIG 2547
Cl.	975/98	01/07/98	78 WAIG 2999
Cl.	690/99	01/07/99	79 WAIG 1843
Cl.	1050/00	01/08/00	80 WAIG 3153
Cl.	718/01	01/08/01	81 WAIG 1559
Cl.	686/02	01/07/02	82 WAIG 1185
Cl.	570/03	01/07/03	83 WAIG 1657
Cl.	696/04	01/07/04	84 WAIG 2145
Cl.	458/05	01/07/05	85 WAIG 1893
Cl.	59/06	01/07/06	86 WAIG 1471
Cl.	53/07	01/07/07	87 WAIG 2435
Cl.	9/08	01/07/08	88 WAIG 689
Cl.	24/09	01/07/09	89 WAIG 729
Cl.	24/09	01/07/09	89 WAIG 2483
Cl.	117/10	01/07/10	90 WAIG 561
Cl.	24/11	01/07/11	91 WAIG 995
Cl.	6/12	01/07/12	92 WAIG 725
Cl.	7/13	01/07/13	93 WAIG 461
Cl.	11/14	01/07/14	94 WAIG 669

16. Bereavement Leave

17. Time and Wages Records

Ins text.(2)(b)	491/98	16/04/98	78 WAIG 1471
Cl.	859/98	10/11/98	79 WAIG 239

18. Fares and Travelling Time

(1)(a),(b),(c) & (d) - rates	620/95	04/07/95	75 WAIG 2420
(1)	371/99	15/11/99	79 WAIG 3701
(1)	1608/00	16/02/01	81 WAIG 848
(1)(a),(b),(c)(i)&(ii),(d)	1832/01	3/12/01	82 WAIG 94

19. Superannuation

Ins. Text	599/98	30/06/98	78 WAIG 2559
(1) & (3)	371/99	15/11/99	79 WAIG 3701
(1)	1451/99	02/12/99	80 WAIG 183
(1)	907/00	21/08/00	80 WAIG 4347
(3)	1832/01	03/12/01	82 WAIG 94
(1)	1198/02	14/10/02	82 WAIG 2948

20. Board of Reference**21. No Reduction****22. Award Modernisation**

Ins. Cl	620/95	04/07/95	75 WAIG 2420
---------	--------	----------	--------------

23. Structural Efficiency Exercise

Ins. Cl	620/95	04/07/95	75 WAIG 2420
---------	--------	----------	--------------

24. Redundancy

Ins. Cl.	1176/93	10/10/95	75 WAIG 3174
----------	---------	----------	--------------

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 3079
-------------------	---------	----------	--------------

Schedule A Parties to the Award

Ins. Sch	608/93	04/05/93	73 WAIG 1639
----------	--------	----------	--------------

Sch	620/95	04/07/95	75 WAIG 2420
-----	--------	----------	--------------

Sch..	622/02	28/06/02	82 WAIG 2147
-------	--------	----------	--------------

(Schedule 1 Respondents)

Rename. Sch	608/93	04/05/93	73 WAIG 1639
-------------	--------	----------	--------------

Schedule B - Respondents

Sch	620/95	04/07/95	75 WAIG 2420
-----	--------	----------	--------------

Sch .	506/96	19/06/96	76 WAIG 2418
-------	--------	----------	--------------

(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
App.	491/98	16/04/98	78 WAIG 1471
Del. App. S.49B	859/98	10/11/98	79 WAIG 239