

# Gate, Fence and Frames Manufacturing Award

## 1. - TITLE

This award shall be known as the "Gate, Fence and Frames Manufacturing Award" as varied and consolidated and replaces Award No. 53 of 1955, as varied.

### 1B. - MINIMUM ADULT AWARD WAGE

- (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.

## 2. - ARRANGEMENT

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### 3. - AREA AND SCOPE

This award shall operate in the industry carried on by the respondents within the State of Western Australia.

### 4. - TERM

The term of this award shall be for a period of three years and shall operate as from the beginning of the first pay period commencing on or after the date hereof. (The date of this award is the 26th day of November 1971).

### 5. - CONTRACT OF SERVICE

- (1) (a) A contract of service may be terminated in accordance with the provisions of this clause and not otherwise, but this subclause does not operate so as to prevent any party to a contract from giving a greater period of notice than is hereinafter prescribed, nor to affect an employer's right to dismiss an employee without notice for conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, and an employee so dismissed shall be paid for the time worked up to the time of dismissal only.
- (b) Subject to the provisions of this clause, a party to a contract of service may, on any day, give to the other party the appropriate period of notice of termination of the contract prescribed in subclause (2) of this clause and the contract terminates when that period expires.

(2) Notice of Termination by Employer:

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

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
During the first month	One day
More than one month but less than one year	One week
One year but less than three years	Two weeks
<u>Period of Continuous Service</u>	<u>Period of Notice</u>
Three years but less than five years	Three weeks
Five years and over	Four weeks

- (b) An employee who at the time of being given notice is over 45 years of age and who at the date of termination has completed two years' continuous service with the employer, shall be entitled to one week's notice in addition to the notice prescribed in paragraph (a) of this subclause.
- (c) Payment in lieu of the notice prescribed in paragraphs (a) and (b) of this subclause shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) In calculating any payment in lieu of notice, the employer shall pay the employee the ordinary wages for the period of notice had the employment not been terminated.

(e) The period of notice in this subclause shall not apply in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.

(f) (i) For the purpose of this clause continuity of service shall not be broken on account of

(aa) any interruption or termination of the employment by the employer if such interruption or termination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence;

(bb) any absence from work on account of personal sickness or accident for which an employee is entitled to claim sick pay as prescribed by this award or on account of leave lawfully granted by the employer; or

(cc) any absence with reasonable cause, proof whereof shall be upon the employee.

Provided that in the calculation of continuous service under this subclause any time in respect of which an employee is absent from work, except time for which an employee is entitled to claim annual leave, sick pay, long service leave and public holidays as prescribed by this award, shall not count as time worked.

(ii) Service by the employee with a business which has been transmitted from one employer to another and the employee's service has been deemed continuous in accordance with subclause (3) of Clause 2 of the Long Service Leave Provisions published in Volume 66 of the Western Australian Industrial Gazette at pages one to four shall also constitute continuous service for the purpose of this clause.

(3) Notice of Termination by Employee:

(a) The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned.

(b) If an employee fails to give the required notice or having given, or been given, such notice leaves before the notice expires, the employee forfeits the entitlement to any money owing to the employee under this award except to the extent that such money exceeds the ordinary wages for the required period of notice.

(4) Time Off During Notice Period:

Where an employer has given notice of termination to an employee who has completed one month's continuous service, that employee shall, for the purpose of seeking other employment, be entitled to be absent from work up to a maximum of eight ordinary hours without deduction of pay. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

Provided that this subclause shall not apply to a casual employee.

(5) Statement of Employment:

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of employment and the classification or the type of work performed by the employee.

(6) Notification on Engagement:

On the first day of engagement an employee shall be notified by his employer, or by the employer's representative, whether the duration of his employment is expected to exceed one month and, if he is hired as a casual employee, he shall be advised accordingly.

(7) Casual Employees:

- (a) (i) The period of notice of termination in the case of a casual employee shall be one hour.
- (ii) If the required notice of termination is not given, one hour's wages shall be paid by the employer or forfeited by the employee.
- (b) An employee shall, for the purposes of this award, be deemed to be a casual employee -
  - (i) if the expected duration of the employment is less than one month; or
  - (ii) if the notification referred to in subclause (6) of this clause is not given and the employee is dismissed through no fault of his own within one month of commencing employment.

(8) Absence From Duty:

The employer shall be under no obligation to pay for any day not worked upon which the employee is required to present himself for duty, except when such absence is due to illness and comes within the provisions of Clause 11. - Absence Through Sickness of this award, or such absence is on account of holidays to which the employee is entitled under the provisions of this award.

(9) Standing Down of Employees:

- (a) (i) The employer is entitled to deduct payment for any day or part of a day which an employee (including an apprentice) cannot be usefully employed because of industrial action by any of the unions party to this award, or by any other association or union.
- (ii) If an employee is required to attend for work on any day but because of failure or shortage of electric power, work is not provided, such employee shall be entitled to two hours' pay and further, where any employee commences work he/she shall be provided with four hours' employment or be paid for four hours work.
- (b) The provisions of paragraph (a) of this subclause also apply where the employee cannot be usefully employed through any cause which the employer could not reasonably have prevented but only if, and to the extent that the employer and the union so agree or, in the event of disagreement, the Board of Reference so determines.
- (c) Where the stoppage of work has resulted from a breakdown of the employer's machinery the Board of Reference, in determining a dispute under paragraph (b) of this subclause, shall have regard for the duration of the stoppage and the endeavours made by the employer to repair the breakdown

6. - HOURS

- (1) (a) The provisions of this subclause apply to all employees other than those engaged on continuous shift work.
- (b) Subject to the provisions of subclauses (3) and (4) of this clause the ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:
  - (i) 38 hours within a work cycle not exceeding 7 consecutive days; or
  - (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or
  - (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or

- (iv) 152 hours within a work cycle not exceeding 28 consecutive days; or
  - (v) where the ordinary hours being worked each day are in accordance with paragraph (e)(ii) of this subclause, any other work cycle during which a weekly average of 38 ordinary hours are worked; or
  - (vi) for the purposes of paragraph (g) of subclause (3) of this clause any work cycle during which a weekly average of 38 ordinary hours are worked as may be agreed in accordance with paragraph (g) of subclause (3) of this clause.
- (c) 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 am and 6.00 pm. Provided that the spread of hours may be altered by agreement between the employer and the majority of employees in the plant, section or sections concerned.
- (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 am on Saturday of that week, shall be deemed to have been worked in ordinary working hours.
- (e) The ordinary hours of work prescribed herein shall not exceed ten on any day. Provided that -
- (i) in any arrangement of ordinary working hours, where the ordinary working hours are to exceed eight on any day, the arrangement of hours shall be subject to agreement between the employer and the majority of the employees in the plant or section or sections concerned; and
  - (ii) by arrangement between the employer and the majority of employees in the plant, section or sections concerned, ordinary hours, not exceeding 12 on any day, may be worked subject to -
    - (aa) the employer and the employees concerned being guided by the Occupational Health and Safety provisions of the ACTU Code of Conduct on 12 Hour Shifts (as exhibited in the Western Australian Industrial Relations Commission on 11 April 1990) in Matter No. 478 of 1990;
    - (bb) proper health monitoring procedures being introduced;
    - (cc) suitable roster arrangements being made; and
    - (dd) proper supervision being provided.
  - (iii) Subject to the provisions of sub-paragraphs (i) and (ii) hereof, 12 Hour Shifts may be worked provided the employer has given the relevant union or unions concerned notice in writing that such shifts are to be worked.
- (f) The ordinary hours of work shall be consecutive except for a meal interval which shall not exceed one hour, and:
- (i) An employee shall not be compelled to work for more than five hours without a meal interval except where an alternative arrangement is entered into as a result of discussions as provided for in subclause (7) of the First Schedule - Wages of this award.
  - (ii) By arrangement between an employer and the majority of employees in the plant, section or sections concerned, an employee or employees may be required to work in excess of five hours, but not more than six, at ordinary rates of pay without a meal break.

- (iii) The time of taking a scheduled meal break 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 or operations.
- (iv) An employer may stagger the time of taking a meal or rest break to meet operational requirements.
- (v) When an employee is required for duty during the employee's usual meal interval and the meal interval is thereby postponed for more than half an hour, the employee shall be paid at overtime rates until the employee gets the meal interval.
- (g) (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 a manner to suit the convenience of the employer.
- (iii) Refreshments may be taken by workers 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 exempt from liability to allow the rest period.
- (v) In an establishment in which the majority of employees are not subject to this award, the provisions of this paragraph do not apply but any employee to whom this award applies shall be entitled to the rest period, if any, which may be allowed to the aforesaid majority.
- (h) (i) In an establishment in which the majority of employees are not subject to this award, the ordinary working hours of an employee who is employed on maintenance work may be worked from Monday to Saturday noon, inclusive, but only if -
  - (aa) the employee is paid at the rate of time and one quarter for ordinary hours worked on Saturdays up to 12 noon;
  - (bb) the ordinary hours of the aforesaid majority may include work on Saturdays; and
  - (cc) the business of that establishment is carried on on Saturdays.
- (ii) Notwithstanding the provisions of this award contained elsewhere than in this paragraph, when New Year's Day, Anzac Day, Christmas Day or Boxing Day falls on a Saturday an employee who does not work on that Saturday is nevertheless entitled to be paid for each of the two weeks preceding that Saturday the ordinary weekly wage and the starting and/or finishing time on any day or days in those two weeks may be varied by the employer so that the ordinary hours usually worked by an employee between Monday and Friday (both inclusive) may be increased in each of those weeks by the ordinary hours usually worked by that employee on Saturday.

This paragraph does not apply to a casual employee.

- (i) In the week commencing on the Monday immediately preceding Good Friday, the ordinary working hours of any employee employed by an employer who is bound by an Award applying to Shop Assistants in the area in which the business is carried on, shall be increased on each of the days Monday to Thursday inclusive by 1/5th of the ordinary hours usually worked by that employee on the Saturday following Good Friday.
- (2) (a) The provisions of this subclause apply only to employees engaged on continuous shift work.

- (b) Subject to the provisions of subclauses (3) and (4) of this clause the ordinary hours of continuous shift workers shall average 38 per week (inclusive of crib time) and shall not exceed 152 hours in 28 consecutive days.

Provided that, where the employer and the majority of the employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days.

- (c) The ordinary hours of work prescribed herein shall not exceed ten on any day. Provided that:
  - (i) in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours shall be subject to agreement between the employer and the majority of employees in the plant, section or sections concerned; and
  - (ii) by agreement between the employer and the majority of employees in the plant, section or sections concerned, ordinary hours, not exceeding 12 on any day, may be worked subject to -
    - (aa) the employer and the employees concerned being guided by the Occupational Health and Safety provisions of the ACTU Code of Conduct on 12 Hour Shifts (as exhibited in the Western Australian Industrial Relations Commission on 11 April 1990) in Matter No. 478 of 1990;
    - (bb) proper health monitoring procedures being introduced;
    - (cc) suitable roster arrangements being made; and
    - (dd) proper supervision being provided.
  - (iii) Subject to the provisions of sub-paragraphs (i) and (ii) hereof, 12 Hour Shifts may be worked provided the employer has given the relevant union or unions concerned notice in writing that such shifts are to be worked.

- (3) (a) Except as provided in paragraph (d) of this subclause the method of implementation of the 38 hour week may be any one of the following:
  - (i) by employees working less than 8 ordinary hours each day; or
  - (ii) by employees working less than 8 ordinary hours on one or more days each week; or
  - (iii) by fixing one day of ordinary working hours on which all employees will be off duty during a particular work cycle; or
  - (iv) by rostering employees off duty on various days of the week during a particular work cycle so that each employee has one day of ordinary working hours off duty during that cycle.
  - (v) except in the case of continuous shift employees where the ordinary hours of work are worked within an arrangement as provided in placitum (iii) or (iv) of this subclause, any day of duty shall be arranged so that it does not coincide with a holiday prescribed in subclause (1) of Clause 9. - Holidays and Annual Leave of this Award.

- (b) In each plant, an assessment should be made as to which method of implementation best suits the business and the proposal shall be discussed with the employees concerned, the objective being to reach agreement on the method of implementation prior to May 17, 1982.



- (c) In the absence of an agreement at plant level, the procedure for resolving special, anomalous or extraordinary problems shall be as follows:
  - (i) Consultation shall take place within the particular establishment concerned.
  - (ii) If it is unable to be resolved at establishment level, the matter shall be referred to the State Secretary of the union concerned or Assistant Secretary, at which level a conference of the parties shall be convened without delay.
  - (iii) In the absence of agreement either party may refer the matter to the Western Australian Industrial Relations Commission.

- (d) Different methods of implementation of a 38 hour week may apply to various groups or sections of employees in the plant or establishment concerned.

- (e) Notice of Days Off Duty

Except as provided in paragraphs (f) and (g) of this subclause in cases where, by virtue of the arrangement of his ordinary working hours, an employee, in accordance with placita (iii) and (iv) of paragraph (a) of this subclause, is entitled to a day off duty during the work cycle, then such employee shall be advised by the employer at least four weeks in advance of the day to be taken off duty provided that a lesser period of notice may be agreed by the employer and the majority of employees in the plant or section or sections concerned.

- (f) (i) An employer, with the agreement of the majority of employees concerned, may substitute the day an employee is to take off in accordance with placita (iii) and (iv) of subclause (3) of this clause for another day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.
- (ii) An employer and employee may by agreement substitute the day the employee is to take off for another day.

- (g) Flexibility in relation to rostered days off.

Notwithstanding any other provision in this clause, where the hours of work of an establishment, plant or section are organised in accordance with placita (iii) and (iv) of paragraph (a) of this subclause an employer, the union or unions concerned and the majority of employees in the establishment, plant, section or sections concerned may agree to accrue up to a maximum of five rostered days off in special circumstances such as where there are regular and substantial fluctuations in production requirements in any year.

Where such agreement has been reached the accrued rostered days off must be taken within 12 months from the date of agreement and each 12 months thereafter.

It is understood between the parties that the involvement of the union or unions concerned would be necessary in cases where it or they have members in the plants concerned and not in non-union establishments.

- (4) (a) Procedures shall be established for in-plant discussions, the objective being to agree on the method of implementing a 38-hour week in accordance with Clause 6. - Hours of this Award and shall entail an objective review of current practices to establish where improvements can be made and implemented.
- (b) The procedures should allow for in-plant discussions to continue even though all matters may not be resolved by May 17, 1982.
- (c) The procedures should make suggestions as to the recording of understandings reached and methods of communicating agreements and understandings to all employees, including the overcoming of language difficulties.

- (d) The procedures should allow for the monitoring of agreements and understandings reached in-plant.
- (e) In cases where agreement cannot be reached in-plant in the first instance or where problems arise after initial agreements or understandings have been achieved in-plant, a formal monitoring procedure shall apply. The basic steps in this procedure shall be as applies with request to special, anomalous or extraordinary problems as prescribed in paragraph (c) of subclause (3) of this clause.

#### 7. - OVERTIME

- (1)
  - (a) The provisions of this subclause apply to all employees other than those engaged on continuous shift work.
  - (b) Subject to the provisions of this subclause, all work done beyond the ordinary working hours on any day, Monday to Friday, inclusive, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.  
  
For the purpose of this subclause, ordinary hours shall mean the hours of work fixed in an establishment in accordance with Clause 6. - Hours of this Award.
  - (c)
    - (i) Work done on Saturdays after 12.00 noon or on Sundays, shall be paid for at the rate of double time.
    - (ii) Work done on any day prescribed as a holiday under this award shall be paid for at the rate of double time and a half.
  - (d) Work done on Saturdays prior to 12.00 noon shall be paid for at the rate of time and one half for the first two hours and double time thereafter but this paragraph does not apply in a case to which paragraphs (d) or (h) of subclause (1) of Clause 6. - Hours of this Award applies.
  - (e) In computing overtime each day shall stand alone but when a worker 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, 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 the employee shall be paid for such shift at time and a half for the first four hours and double time thereafter.  
  
For the purposes of this subclause, ordinary hours shall mean the hours of work fixed in an establishment in accordance with subclauses (3) and (4) of Clause 6. - Hours of this Award.
  - (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 employee not coming on duty at the proper time; or
    - (iii) if it is for the purpose of effecting the customary rotation of shifts.
- (3)
  - (a) The provisions of this subclause apply to all employees.
  - (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 an employee has at least ten consecutive hours off duty between the work of successive days.
  - (ii) An employee (other than a casual employee) who works so much overtime between the termination of the employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that the employee 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 the employee 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 the employer, such an employee resumes or continues work without having had such ten consecutive hours off duty, the employee shall be paid at double rates until released from duty for such period and shall then be entitled to be absent for such period of 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 in to work on a Sunday or holiday prescribed under this award preceding an ordinary working day, the employee shall, wherever reasonably practicable, be given ten consecutive hours off duty before the employee's usual starting time on the next day. If this is not practicable then the provisions of placita (ii) and (iii) of this paragraph shall apply mutatis mutandis.
  - (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 worker does not report for duty; or
    - (cc) where a shift is worked by arrangement between the workers themselves.
  - (vi) 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 recall or on each of such recalls.
- (d) When an employee is recalled to work after leaving the job -
  - (i) the employee shall be paid for at least three hours at overtime rates;
  - (ii) time reasonably spent in getting to and from work shall be counted as time worked.
- (e) When an employee is instructed by the employer to hold in readiness at the employee's place of residence or other agreed place of residence for a call to work after ordinary hours, he shall be paid at ordinary rates for the time the employee so holds in readiness.
- (f) Subject to the provisions of paragraph (h) of this subclause, an employee required to work overtime for more than two hours, shall be supplied with a meal by the employer or be paid \$11.70 for a meal and, if owing to the amount of overtime worked, a second or subsequent meal is required the employee shall be supplied with such meal by the employer or paid \$8.10 for each meal so required.
- (g) The provisions of paragraph (f) 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;

- (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.
- (h) If an employee to whom placitum (i) of paragraph (g) of this subclause applies has, as a consequence of the notification referred to in that paragraph, provided a meal or meals and is not required to work overtime or is required to work less overtime than the period notified, the employee shall be paid, for each meal provided and not required, the appropriate amount prescribed in paragraph (f) of this subclause.
- (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 requirement.  
  
The assignment of overtime by an employer to an employee shall be based on specific work requirements and the practice of "one in, all in" overtime shall not apply.
- (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 subclause.
- (4) The provisions of this clause 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 14. - Special Rates and Provisions of this award apply to that work.

#### 8. - SHIFT WORK

- (1) The provisions of this clause apply to shift work whether continuous or otherwise.
- (2) An employer may work the establishment on shifts but before doing so shall give notice of the 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 any particular process is carried out on shifts other than day shift, and less than five consecutive afternoon or five consecutive night shifts are worked on that process, then employee employed on such afternoon or night shifts shall be paid at overtime rates.  
  
Provided that where the ordinary hours of work normally worked in any establishment are worked on less than five days then the provisions of paragraph (a) of this subclause shall be as if that number of consecutive shifts were substituted for five consecutive shifts.
- (b) The sequence of work shall not be deemed to be broken under the preceding paragraph by reason of the fact that work on the process is not carried out on a Saturday or Sunday or on any other day that the employer observes a shut down for the purpose of allowing a 38 hour week or on any holiday.
- (4) Where a shift commences at or after 11.00 p.m. on any day, the whole of that shift shall be deemed, for the purposes of this award, to have been worked on the following day.
- (5) A shift employee when on afternoon or night shift shall be paid, for such shift fifteen per cent more than the employee's ordinary rate prescribed by this award.
- (6) (a) All work performed during 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.

- (b) These rates shall be paid in lieu of the shift allowances prescribed in subclause (5) of this clause.
- (7) A continuous shift employee who is not required to work on a holiday which falls on the employee's rostered day off shall be allowed a day's leave with pay to be added to annual leave or taken at some other time if the employee so agrees.

#### 9. - HOLIDAYS AND ANNUAL LEAVE

- (1) (a) The following days or the days observed in lieu shall, subject to this subclause and to paragraph (c) of subclause (1) of Clause 7. - Overtime of this award, 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 agreement between the employer and majority of employees in the section or sections concerned in lieu of any of the days named in this subclause.
- (b) When Christmas Day or New Year's Day falls on a Saturday or a Sunday such holiday shall be observed on the next succeeding Monday and where 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.
- (2) On any public holiday not prescribed as a holiday under this award the employer's establishment or place of business may be closed, in which case an employee need not present for duty and payment may be deducted, but if work be done, ordinary rates of pay shall apply.
- (3) (a) Except as hereinafter provided a period of four consecutive weeks' leave with payment as prescribed in paragraph (b) of this subclause shall be allowed annually to an employee by the employer after a period of twelve months' continuous service with that employer.
- (b) (i) An employee before going on leave shall be paid the wages the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on leave during the relevant period.
- (ii) Subject to paragraph (c) of this subclause an employee shall, where applicable, have the amount of wages to be received for annual leave calculated by including the following where applicable.
  - (aa) The rate applicable to the employee as prescribed in the First Schedule - Wages of this Award.
  - (bb) Subject to placitum (ii) of paragraph (c) of this subclause the rate prescribed for work in ordinary time by Clause 8. - Shift Work of this Award according to the employee's roster or projected roster including Saturday and Sunday shifts.
  - (cc) The rate payable pursuant to Clause 10. - Higher Duties of this Award calculated on a daily basis, which the employee would have received for ordinary time during the relevant period whether on a shift roster or otherwise.
  - (dd) Any other rate to which the employee is entitled in accordance with the contract of employment for ordinary hours of work; provided that this provision shall not operate so as to include any payment which is of a similar

nature to or is paid for the same reasons as or is paid in lieu of those payments prescribed by Clause 7. - Overtime, Clause 14. - Special Rates and Provisions, Clause 19. - Fares and Travelling Time or Clause 20. - Distant Work, of this award, nor any payment which might have come payable to the employee as reimbursement for expenses incurred.

- (c) During the period of annual leave an employee shall receive a loading calculated on the rate of wage prescribed by paragraph (b) of this subclause. This loading shall be as follows:
- (i) Day Employees: An employee who would have worked on day work had he not been on leave - a loading of 17 1/2 percent.
  - (ii) Shift Employees: An employee who would have worked on shift work had he/she not been on leave - a loading of 17 1/2 percent. Provided that where the employee would have received shift loadings prescribed by Clause 8. - Shift Work of this Award had he/she not been on leave during the relevant period and such loadings would have entitled him/her to a greater amount than the loading of 17.1/2 percent, then the shift loadings shall be added to the rate of wage prescribed by paragraph (b)(ii)(aa) of this subclause in lieu of the 17.1/2 per cent loading.

Provided further that if the shift loadings would have entitled him/her to a lesser amount than the loading of 17.1/2 per cent then such loading of 17.1/2 per cent shall be added to the rate of wage prescribed by paragraph (b) of this subclause but not including paragraph (b)(ii)(bb) of this subclause in lieu of the shift loadings.

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

- (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) Any time in respect of which an employee is absent from work except time for which the employee is entitled to claim sick pay or time spent on holidays or annual leave as prescribed by this award shall not count for the purpose of determining the employee's right to annual leave.
- (6)
  - (a) If, after one month's continuous service in any qualifying twelve monthly period an employee lawfully leaves the employment or the employment is terminated by the employer through no fault of the employee, the employee shall be paid 2.923 hours pay at the rate prescribed by paragraph (b) of subclause (3) this clause, divide by thirty-eight, in respect of each completed month of continuous service.
  - (b) In addition to any payment to which an employee may be entitled under paragraph (a) of this subclause, an employee whose employment terminates after an employee has completed a twelve monthly qualifying period and who has not been allowed the leave prescribed under this Clause in respect of that qualifying period shall be given payment as prescribed in paragraphs (b) and (c) of subclause (3) of this Clause in lieu of that leave or, in a case to which subclauses (7), (8), or (9) of this Clause applies, in lieu of so much of that leave as has not been allowed unless:
    - (i) the employee has been justifiably dismissed for misconduct; and
    - (ii) the misconduct for which the employee has been dismissed occurred prior to the completion of that qualifying period.
- (7) Annual leave shall be given and taken in one or two continuous periods. If the annual leave is given in two continuous periods then one of those periods must be at least three consecutive weeks. Provided that if the employer and an employee so agree then the employee's annual leave entitlement may be given and taken in two separate periods, neither of which is of at least three consecutive weeks, or in three separate periods.

Provided further that an employee may, with the consent of his/her 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.

- (8) Where an employer closes down the business, or a section or sections thereof, for the purposes of allowing annual leave to all or bulk of the employees in the business, or section or sections concerned, the following provisions shall apply:
- (a) The employer may by giving not less than one month's notice of the intention so to do, stand off for the duration of the close-down all employees in the business or section or sections concerned.
  - (b) An employer may close down the business for one or two separate periods for the purpose of granting annual leave in accordance with this subclause. If the employer closes down the business in two separate periods one of those periods shall be for a period of at least three consecutive weeks. Provided that where the majority of the employees in the business or section or sections concerned agree, the employer may close down his business in accordance with this subclause in two separate periods neither of which is of at least three consecutive weeks, or in three separate periods. In such cases the employer shall advise the employees concerned of the proposed date of each close-down before asking them for their agreement.
- (9) (a) An employer may close down the business, or a section or sections thereof for a period of at least three consecutive weeks and grant the balance of the annual leave due to an employee in one continuous period in accordance with a roster.
- (b) An employer may close down the business, or a section or sections thereof for a period of less than three consecutive weeks and allow the balance of the annual leave due to an employee in one or two continuous periods, either of which may be in accordance with a roster. In such a case the granting and taking of annual leave shall be subject to the agreement of the employer and the majority of the employees in the business, or a section or sections thereof respectively and before asking the employees concerned for their agreement, the employer shall advise them of the proposed date of the close-down or close-downs and the details of the annual leave roster.

Provided that by agreement with the majority of employees concerned, an employer may close down the plant for a period of at least 14 consecutive days including non-working days and grant the balance of the annual leave due to an employee by mutual agreement.

- (10) The provisions of this clause shall not apply to casual employees.

#### 10. - HIGHER DUTIES

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

Provided that these provisions shall not apply where an employee is performing duties for the sole purpose of training in accordance with the enterprise training programme defined in Clause 30. - Training of this award.

#### 11. - ABSENCE THROUGH SICKNESS

- (1) (a) A worker who is unable to attend or remain at the place of employment during the ordinary hours of work by reason of personal ill health or injury shall be entitled to payment during such absence in accordance with the provisions of this clause.
- (i) Employee who actually works 38 ordinary hours each week

An employee whose ordinary hours of work are arranged in accordance with placitum (i) or (ii) of paragraph (a) of subclause (3) of Clause 6. - Hours of this Award so that the employee actually works 38 hours each week shall be entitled to payment during such absence for the actual ordinary hours absent.

- (ii) Employee who works an average of 38 ordinary hours each week.

An employee whose ordinary hours of work are arranged in accordance with placitum (iii) or (iv) of paragraph (a) of subclause (3) of Clause 6. - Hours of this Award so that the employee works an average of 38 ordinary hours each week during a particular work cycle shall be entitled to pay during such absence calculated as follows:

$$\frac{\text{duration of absence}}{\text{ordinary hours normally worked that day}} \times \frac{\text{appropriate weekly rate}}{5}$$

An employee shall not be entitled to claim payment for personal ill health or injury nor will the employee's sick leave entitlement be reduced if such ill health or injury occurs on the week day the employee is to take off duty in accordance with paragraph (a) subclause (3) of Clause 6. - Hours of this Award.

- (b) Notwithstanding the provisions of paragraph (a) of this subclause an employer may adopt an alternative method of payment of sick leave entitlements where the employer and the majority of the employees so agree.
- (c) Entitlement to payment shall accrue at a rate of one-sixth of a week for each completed month of service with the employer.
- (d) If in the first or successive years of service with the employer an employee is absent on the ground of personal ill health or injury for a period longer than the employee's entitlement to paid sick leave, payment may be adjusted at the end of that year of service, or at the time the employee's services terminate, if before the end of that year of service, to the extent that the employee has become entitled to further paid sick leave during that year of service.
- (2) The unused portions of the entitlement to paid sick leave in any one year shall accumulate from year to year and subject to this clause may be claimed by the employee if the absence by reason of personal ill health or injury exceeds the period for which entitlement has accrued during the year at the time of the absence. Provided that an employee shall not be entitled to claim payment for any period exceeding ten weeks in any one year of service.
- (3) To be entitled 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) The provisions of this clause do not apply to an employee who fails to produce a certificate from a medical practitioner dated at the time of the absence or who fails to supply such other proof of the illness or injury as the employer may reasonably require provided that the employee shall not be required to produce a certificate from a medical practitioner with respect to absences of two days or less unless after two such absences in any year of service the employer requests in writing that the next and subsequent absences in that year if any, shall be accompanied by such certificate.
- (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 the employee 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 worker was confined to the employee's 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 the employee produces a certificate from a registered medical practitioner that the employee 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 the employee is unable to attend for work on the working day next following the employee's 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 the employee 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 9. - Holidays and Annual Leave of this Award.
  - (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 9. - Holidays and Annual Leave of this Award shall be deemed to have been paid with respect to the replaced annual leave.
- (6) Where a business has been transmitted from one employer to another and the employee's service has been deemed continuous in accordance with subclause (3) of Clause 2 of the Long Service Leave provisions published in Volume 66 of the Western Australian Industrial Gazette at pages 1-4, the paid sick leave standing to the credit of the employee at the date of transmission from service with the transmittor shall stand to the credit of the employee at the commencement of service with the transmittee and may be claimed in accordance with the provisions of this clause.
  - (7) The provisions of this clause with respect to payment do not apply to employees who are entitled to payment under the Workers' Compensation and Assistance Act nor to employees whose injury or illness is the result of the employee's own misconduct.
  - (8) The provisions of this clause do not apply to casual employees.

#### 12. - LONG SERVICE LEAVE

The Long Service Leave provisions published in Volume 66 of the Western Australian Industrial Gazette at pages 1 to 4 both inclusive shall be deemed to be part of this award.

#### 13. - TIME AND WAGES RECORD

- (1) The employer shall keep a time and wages book showing the name of each employee, the nature of the employee's work, the hours worked each day, and the wages and allowances paid each week. Any system of automatic recording by means of machines shall be deemed to comply with this provision to the extent of the information recorded.
- (2) The time and wages record shall be open for inspection by a duly accredited official of the union during the usual office hours at the employer's office, or other convenient place, and shall be allowed to take extracts therefrom. Before exercising a power of inspection the representative shall give reasonable notice of not less than 24 hours to the employer. The employer's works shall be deemed to be a convenient place for the purpose of this paragraph, and if for any reason the record be not available at the works when the official calls to inspect it, it shall be made available for inspection within twelve hours either at the employer's office or at the works.

#### 14. - SPECIAL RATES AND PROVISIONS

- (1) Dirt Money: An employee shall be paid an allowance of 58 cents per hour when engaged on work of an unusually dirty nature where clothes are necessarily unduly soiled or damaged or boots are unduly damaged by the nature of the work done.
- (2) Confined Space: An employee shall be paid an allowance of 72 cents per hour when, because of the dimensions of the compartment or space in which the employee is working, the employee is required to work in a stooped or otherwise cramped position or without proper ventilation.
- (3) Protective Equipment
  - (a) An employer shall have available a sufficient supply of protective equipment (as, for example, goggles (including anti-flash goggles), glasses, gloves, mitts, aprons, sleeves, leggings, gumboots, ear protectors, helmets, or other efficient substitutes thereof) for use by the employee when engaged on work for which some protective equipment is reasonably necessary.
  - (b) An employee shall sign an acknowledgement when he or she receives any article of protective equipment and shall return that article to the employer when the employee has finished using it or on leaving the employment.
  - (c) An employee to whom an article of protective equipment has been issued shall not lend that article to another employee and if he or she does both employees shall be deemed guilty of wilful misconduct.
  - (d) An article of protective equipment which has been used by an employee shall not be issued by the employer to another employee until it has been effectively sterilised but this paragraph only applies where sterilisation of the article is practicable and is reasonably necessary.
- (4) An employee, holding a Third Year First Aid Medallion of the St. John Ambulance Association appointed by the employer to perform first aid duties, shall be paid \$11.80 per week in addition to the ordinary rate.
- (5) Any dispute under this clause may be determined by the Board of Reference.

#### 15. - REPRESENTATIVE INTERVIEWING EMPLOYEES

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.

- (1) On notifying the employer or the employer's representative an accredited representative of the union shall be permitted to interview an employee during the recognised meal hour on the business premises of the employer at the place at which the meal is taken but this permission shall not be exercised without the consent of the employer more than once in any one week.
- (2) In the case of a disagreement existing or anticipated concerning any of the provisions of this award, an accredited representative of the union, on notifying the employer or the employer's representative, shall be permitted to enter the business premises of the employer to view the subject of any such disagreement but shall not interfere in any way with the carrying out of such work.

#### 16. - UNDER-RATE EMPLOYEES

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.

## 17. - DEFINITIONS

- (1) "Erector" means an employee engaged in erecting hand rails, fencing, gates and enclosures of any description and who is required to set out and align the work properly.
- (2) "Erector's Assistant" means an employee directly assisting an erector in the erection of hand rails, fencing, gates and enclosures of any description.
- (3) "Framer"
  - (a) means an employee required without supervision to both measure and make specific tubular and/or steel products from sketches and to perform all framing operations incidental thereto.
  - (b) means an employee required under supervision to both measure and make specific tubular and/or steel products from sketches and to perform framing operations incidental thereto.
- (4) "Machinist - (Wire)"
  - (a) means an employee who without supervision is required to set up and operate automatic wire working machinery.
  - (b) means an employee who under supervision is required to set up and operate automatic wire working machinery.
- (5) "Machinist - (Wire) Assistant" means an employee who assists in the loading and unloading of automatic wire working machinery.
- (6) "Painter of Iron Work" means an employee (other than coach painter or ship painter) who paints iron work using brush or spray or dip equipment including air, airless or electrostatic equipment.
- (7) "Process Employee" means an employee who under supervision is required to carry out on single purpose machines repetitive operations in connection with the manufacture of gates, fences and frames.
- (8) "Tool and Material Storeman" means an employee responsible for the safe custody of, and the recording of issue and/or return of, tools and consumable materials.
- (9) "Tradesman" means an employee who in the course of employment works from drawings or prints, or makes precision measurements or applies general trade experience.
- (10) "Wirer" means an employee who is required to attach wire mesh to tubular or steel frames including cutting the mesh to shape and size.
- (11) "Welders"

"Welder A" means an employee using electric arc or petrol or coal gas blow pipe on any work other than that of a B or C class welder as defined.

"Welder B" 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 the employee is not responsible; or
  - (d) operates a profile cutting or a straight line cutting machine.

"Welder C" 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.

- (12) "Junior Employee" means an employee under the age of twenty one years who is not an apprentice or a cadet.
- (13) "Casual Employee" means an employee engaged and paid as such.
- (14) "Mechanical Tradesperson - Special Class" means, subject to paragraph (c) of this subclause, 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 subparagraphs (iii) and (iv) of this paragraph; and
- (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 and Industrial Pneumatics 1 and either - Industrial Hydraulics 2 and Hydraulics Component Repair or Pneumatic System Maintenance (Industrial) and Pneumatic System Control (Industrial)	85007  85009 85008  85012  85010  85014

- (iv) has, whether through practical experience or otherwise, achieved a standard of knowledge comparable to that which would be achieved under subparagraph (iii) of this paragraph 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) of this subclause; 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 subparagraph (iv) of paragraph (a) of this subclause.

- (d) Fluid Power Exemptions Course:

Course exemptions for Fluid Power Certificate Units can only be granted on completion of the TAFE divisional exam. 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.

#### 18. - BOARD OF REFERENCE

- (1) The Commission hereby appoints, for the purpose of this award, a Board of Reference consisting of a Chairman and two other members who shall be appointed pursuant to section 48 of the Industrial Relations Act, 1979.
- (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 interpretations 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.

#### 19. - FARES AND TRAVELLING TIME

- (1) (a) An employee who, on any day, or from day to day is required to work at a job away from the employee's accustomed workshop or depot shall, at the direction of the employer, present for work at such job at the usual starting time.

- (b) An employee to whom paragraph (a) of this subclause applies shall be paid at ordinary rates for time spent in travelling between the employee's home and the job and shall be reimbursed for any fares incurred in such travelling, but only to the extent that the time so spent and the fares so incurred exceed the time normally spent and the fares normally incurred in travelling between the employee's home and the accustomed workshop or depot.
  - (c) An employee who with the approval of the employer uses a personal means of transport for travelling to or from outside jobs shall be paid the amount of excess fares and travelling time which would have been incurred in using public transport unless the employee has an arrangement with the employer for a regular allowance.
- (2) An employee, to whom subclause (1) of this clause does not apply and who is engaged on construction work or regular repair service and/or maintenance work, shall be paid an allowance in accordance with the provisions of this subclause to compensate for excess fares and travelling time from the employee's home to the place of work and return -
- (a) On places within a radius of 50 kilometres from the General Post Office, Perth - \$17.45 per day.
  - (b) For each additional kilometre to a radius of 60 kilometres from the General Post Office, Perth - 65 cents per kilometre.
  - (c) Subject to the provisions of paragraph (d) of this subclause, work performed at places beyond a 60 kilometre radius from the General Post Office, Perth shall be deemed to be distant work unless the employer and the employees, with the consent of the Union, agree in any particular case that the travelling allowance of 65 cents per kilometre shall be paid for each kilometre in excess of 60 kilometres.
  - (d) In respect to work carried out from an employer's depot situated outside a radius of 60 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 the employer's depot, or such other place more convenient to the employee 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 equipped with suitable seating and weatherproof covering.
- (3) For travelling during working hours from and to the employer's place of business or from one job to another, an employee shall be paid by the employer at ordinary rates. The employer shall pay all fares and reasonable expenses in connection with such travelling.
- (4) Where Clause 20. - Distant Work of this award applies to the majority of the employees employed under the award on any construction work, the provisions of this clause do not apply but the provisions of subclause (7) of the said Clause 20. - Distant Work of this Award shall be applied to each employee as if supplied with board and lodging.

#### 20. - DISTANT WORK

- (1) Where an employee is engaged or selected or advised by an employer to proceed to construction work at such a distance that the employee cannot return 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, the employer may deduct from money owing or which may become owing to the employee an amount equivalent to the value of that board and lodging for the period of the absence.

- (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 the employer to proceed to the locality of the site and who complies with such direction.
  - (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 the employment, or whose employment is terminated by the employer except for incompetency, within one working week of commencing work on the job or for misconduct and in either instance subject to the provisions of Clause 5. - Contract of Service of this award returns to the place from whence the employee first proceeded to the locality, or to a place less distant than or equidistant to the place whence the employee 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 the employer would have paid if the employee had returned to the locality from which the employee 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 the employee 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 employee 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 \$33.20 for any week-end the employee returns to the employee's home from the job, but only if -
- (a) The employee advises the employer or the employer's agent of the employee's intention not later than the Tuesday immediately preceding the week-end in which the employee so returns;
  - (b) The employee is not required for work during that week-end;
  - (c) The employee returns to the job on the first working day following the week-end; 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 800 metres from the job the employee shall be provided with suitable transport to and from that job or be paid an allowance of \$14.60 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 the employer to distant work (whether construction work or not) but the provisions of subclause (4) of this clause do not apply to such an employee.
- (9) (a) Notwithstanding any other provisions contained in this clause and in lieu of any such provisions the following conditions shall apply to an employee who is engaged or selected or advised by an employer to proceed to construction work at such a distance that the employee cannot return home each night and where such construction work is located north of the 26th

parallel of south latitude or in any other area to which air transport is the only practicable means of travel:

- (i) An employee may return home or to Perth or to any other place at a weekend to be mutually agreed upon between the employee and his employer:
    - (aa) After four consecutive months' service with his employer; and in addition to the weekend the employee shall be entitled to two days' leave on ordinary pay subject to the provisions of placitum (ii) of this paragraph, and
    - (bb) After each further period of four months continuous service with the employer; and in addition to the weekend, the employee shall be entitled to two days leave, one of which days shall be on ordinary pay subject to the provisions of placitum (ii) of this paragraph.
  - (ii) Where an employee returns home or to Perth or any other place in accordance with the provisions of this subclause and returns to the job and commences work at the time arranged with the employer, on the first working day for that employee immediately following the period of leave referred to in placitum (i) of this paragraph, that employee shall be paid at the completion of the first pay period commencing on or after the day upon which the employee returns to work from the leave taken pursuant to placitum (i) of this paragraph the ordinary pay for that period of leave and the actual cost of air fares incurred in travelling home or to Perth or to any other place and to the job and which in no case shall exceed the cost of an economy air fare from the job to Perth and return.
  - (iii) The entitlement to leave and travelling accruing to an employee pursuant to placitum (i) of this paragraph may be availed of as soon as reasonably practicable after it becomes due and if it is not availed of within one month after it so becomes due the entitlement shall lapse.
- (b) Any time in respect of which an employee is absent from work except time for which the employee is entitled to claim payment pursuant to Clause 11. - Absence Through Sickness of this Award or time spent on holidays pursuant to subclause (1) of Clause 9. - Holidays and Annual Leave of this Award shall not count for determining the employee's rights to travel and leave under the provisions of this subclause.

#### 21. - 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
Camarvon	\$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 Labor 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.

## 22. - BEREAVEMENT LEAVE

- (1) An employee, other than a casual employee, shall, on the death within Australia of a wife, husband, father, mother, brother, sister, child or step-child, be entitled on notice of leave up to and including the day of the funeral of such relation and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary working days. Proof of such death shall be furnished by the employee to the satisfaction of the employer.
- (2) Payment in respect of compassionate leave is to be made only where the employee otherwise would have been on duty and shall not be granted in any case where the employee concerned would have been

off duty in accordance with any shift roster, or on long service leave, annual leave, sick leave, workers' compensation, leave without pay or on a public holiday.

- (3) For the purposes of this clause the pay of an employee employed on shift work shall be deemed to include any usual shift allowance.
- (4) In this clause "wife" includes a de facto wife and "husband" includes a de facto husband.

### 23. - DELETED

### 24. - PAYMENT OF WAGES

- (1) Each employee shall be paid the appropriate rate shown in the First Schedule - "Wages" of this award.  
Subject to subclause (2) of this clause payment shall be pro rata where less than the full week is worked.
- (2) From the date that a 38-hour week system is implemented by an employer wages shall be paid as follows:
  - (a) Actual 38 ordinary hours.

In the case of an employee whose ordinary hours of work are arranged in accordance with placita (i) or (ii) of paragraph (a) of subclause (3) of Clause 6. - Hours of this Award so that the employee works 38 ordinary hours each week, wages shall be paid weekly or fortnightly according to the actual ordinary hours worked each week or fortnight.

- (b) Average 38 ordinary hours

Subject to subclauses (3) and (4) of this clause, in the case of an employee whose ordinary hours of work are arranged in accordance with placitum (iii) or (iv) of paragraph (a) of subclause (3) of Clause 6. - Hours of this Award, so that the employee works an average of 38 ordinary hours each week during a particular work cycle, wages shall be paid weekly or fortnightly according to a weekly average of ordinary hours worked even though more or less than 38 ordinary hours may be worked in any particular week of the work cycle.

#### SPECIAL NOTE - Explanation of Averaging System

As provided in paragraph (b) of this subclause an employee whose ordinary hours may be more or less than 38 in any particular week of a work cycle, is to be paid the wage on the basis of an average of 38 ordinary hours so as to avoid fluctuating wage payments each week. An explanation of the averaging system of paying wages is set out below:

- (i) Clause 6. - Hours in placita (iii) and (iv) of paragraph (a) of subclause (3) provides that in implementing a 38-hour week the ordinary hours of an employee may be arranged so that the employee is entitled to a day off, on a fixed day or rostered day basis, during each work cycle. It is in these circumstances that the averaging system would apply.
- (ii) If the 38 hour week is to be implemented so as to give an employee a day off in each work cycle this would be achieved if, during a work cycle of 28 consecutive days (that is, over four consecutive weeks) the employee's ordinary hours were arranged on the basis that for three of the four weeks the employee worked 40 ordinary hours each week and in the fourth week worked 32 ordinary hours. That is, the employee would work for 8 ordinary hours each day, Monday to Friday inclusive for three weeks and 8 ordinary hours on four days only in the fourth week - a total of 19 days during the work cycle.

- (iii) In such a case the averaging system applies and the weekly wage rates for ordinary hours of work applicable to the employee shall be the average weekly wage rates set out for the employee's classification in the First Schedule - Wages of this award, and shall be paid each week even though more or less than 38 ordinary hours are worked that week.

In effect, under the averaging system, the employee accrues a "credit" each day the employee works actual ordinary hours in excess of the daily average which would otherwise be 7 hours 36 minutes. This "credit" is carried forward so that in the week of the cycle that the employee works only four days, the actual pay would be for an average of 38 ordinary hours even though, that week, the employee works a total of 32 ordinary hours.

Consequently, for each day an employee works 8 ordinary hours the employee accrues a "credit" of 24 minutes (0.4 hours). The maximum "credit" the employee may accrue under this system is 0.4 hours on 19 days; that is, a total of 7 hours 36 minutes.

- (iv) As provided in subclause (3) of this clause, an employee will not accrue a "credit" for each day the employee is absent from duty other than on annual leave, long service leave, holidays prescribed under this award, paid sick leave, workers' compensation or bereavement leave.

(3) Absences from Duty

- (a) An employee whose ordinary hours are arranged in accordance with placita (iii) or (iv) of paragraph (a) of subclause (3) of Clause 6. - Hours of this Award and who is paid wages in accordance with paragraph (a) of subclause (2) of this clause and is absent from duty (other than on annual leave, long service leave, holidays prescribed under this award, paid sick leave, workers' compensation or bereavement leave) shall, for each day the employee is so absent, lose average pay for that day calculated by dividing the employee's average weekly wage rate by 5.

An employee who is so absent from duty for part of a day shall lose average pay for each hour the employee is absent by dividing the employee's average daily pay rate by 8.

- (b) Provided when such an employee is absent from duty for a whole day the employee will not accrue a "credit" because the employee would not have worked ordinary hours that day in excess of 7 hours 36 minutes for which the employee would otherwise have been paid. Consequently, during the week of the work cycle the employee is to work less than 38 ordinary hours the employee will not be entitled to average pay for that week. In that week, the average pay will be reduced by the amount of the "credit" the employee does not accrue for each whole day during the work cycle the employee is absent.

The amount by which an employee's average weekly pay will be reduced when the employee is absent from duty (other than on annual leave, long service leave, holidays prescribed under this award, paid sick leave, workers' compensation or bereavement leave) is to be calculated as follows:

Total of "credits" not accrued during cycle	X	average weekly pay 38
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Examples

(An employee's ordinary hours are arranged so that the employee works 8 ordinary hours on five days of each week for 3 weeks and 8 ordinary hours on four days of the fourth week).

1. Employee takes one day off without authorisation in first week of cycle.

<u>Week of Cycle</u>	<u>Payment</u>
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1st week	=	average weekly pay <u>less</u> one day's pay (i.e. 1/5th)
2nd and 3rd weeks	=	average weekly pay each week
4th week	=	average pay <u>less</u> credit not accrued on day of absence
	=	average pay <u>less</u> 0.4 hours x $\frac{\text{average weekly pay}}{38}$

2. Employee takes each of the 4 days off without authorisation in the 4th week.

1st, 2nd and 3rd weeks	=	average pay each week.
4th week	=	average pay <u>less</u> 4/5ths of average pay for the four days absent
	=	<u>less</u> total of credits not accrued that week. 1/5th average pay
	=	<u>less</u> 4 x 0.4 hours $\frac{\text{average weekly pay}}{38}$ x

(4) Alternative Method of Payment

An alternative method of paying wages to that prescribed by subclauses (2) and (3) of this clause may be agreed between the employer and the majority of the employees concerned.

(5) Day off Duty coinciding with Pay Day

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

(6) Payment by cheque or electronic fund transfer

Where an employee and the employer agree, the employee's wages may be paid by cheque or direct transfer into the employee's bank (or other recognised financial institution) account. Notwithstanding this provision, if the employer and the majority of employees agree, all employees may be paid their wages by cheque or direct transfer into an employee's bank (or other recognised financial institution) account.

(7) Termination of Employment

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

Provided that in the case of an employee whose ordinary hours are arranged in accordance with placita (iii) or (iv) of paragraph (a) of subclause (3) of Clause 6. - Hours of this Award and who is paid average pay and who has not taken the day off due to the employee during the work cycle in which the employment is terminated, the wages due to that employee shall include a total of credits accrued during the work cycle as detailed in the Special Note following paragraph (b) of subclause (2) of this clause.

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

(8) Details of Payments to be given

Where an employee requests the employer to state in writing with respect to each week's wages the amount of wages to which the employee is entitled, the amount of deductions made therefrom, the net amount being paid, and the number of hours worked, the employer shall do so not less than two hours before the employee is paid.

(9) Calculation of Hourly Rate

Except as provided in subclause (3) of this clause the ordinary rate per hour shall be calculated by dividing the appropriate weekly rate by 38.

25. - MATERNITY LEAVE

(1) Eligibility for Maternity Leave

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

For the purposes of this clause:

- (a) An employee shall include a part-time employee but shall not include an employee engaged upon casual or seasonal work.
- (b) Maternity leave shall mean unpaid maternity leave.

(2) Period of Leave and Commencement of Leave

- (a) Subject to subclauses (3) and (6) of this Clause, the period of maternity leave shall be for an unbroken period of from 12 to 52 weeks and shall include a period of six weeks' compulsory leave to be taken immediately before the presumed date of confinement and a period of six weeks' compulsory leave to be taken immediately following confinement.
- (b) An employee shall, not less than 10 weeks prior to the presumed date of confinement, give notice in writing to the employer stating the presumed date of confinement.
- (c) An employee shall give not less than four weeks' notice in writing to the employer of the date upon which she proposes to commence maternity leave, stating the period of leave to be taken.
- (d) An employee shall not be in breach of this Clause as a consequence of failure to give the stipulated period of notice in accordance with paragraph (c) of this subclause if such failure is occasioned by the confinement occurring earlier than the presumed date.

(3) Transfer to a Safe-Job

Where in the opinion of a duly qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a duly qualified medical

practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (7), (8), (9) and (10) of this Clause.

(4) Variation of Period of Maternity Leave

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

(5) Cancellation of Maternity Leave

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

(6) Special Maternity Leave and Sick Leave

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

Where such position no longer exists but there are other positions available, for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

(7) Maternity Leave and Other Leave Entitlements

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

- (a) An employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is then entitled.
- (b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during her absence on maternity leave.

(8) Effect of Maternity Leave on Employment

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

(9) Termination of Employment

- (a) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this award.
- (b) An employer shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(10) Return to Work After Maternity Leave

- (a) An employee shall confirm her intention of returning to her work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.
- (b) An employee, upon the expiration of the notice required by paragraph (a) of this subclause, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (3) of this clause, to the position which she held immediately before such transfer. Where such position no longer exists but there are other positions available for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

(11) Replacement Employees

- (a) A replacement employee is an employee specifically engaged as a result of a employee proceeding on maternity leave.
- (b) Before an employer engages a replacement employee under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.
- (e) A replacement employee shall not be entitled to any of the rights conferred by this clause except where his/her employment continues beyond the 12 months qualifying period.



## 26. - INTRODUCTION OF CHANGE

- (1) Employer's Duty to Notify:
  - (a) Where an employer has had 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.
  - (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce 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, the introduction of the changes referred to in subclause (1) of this clause, among other things, the effects the changes are likely to have on employees, measures to avoid or minimise the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their union in relation to the changes.
  - (b) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclause (1) of this clause.
  - (c) For the purpose of such discussion, the employer shall provide in writing to the employees concerned and their union, all relevant information about the changes, including the nature of the changes proposed; the expected effects of the changes on employees and other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

## 27. - REDUNDANCY

- (1) Discussions Before Terminations:
  - (a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the employer shall hold discussions with the employees directly affected and with their union.
  - (b) The discussion shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of paragraph (a) of this subclause and shall cover, among other things, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to minimise any adverse effect of any terminations on the employees concerned.
  - (c) For the purpose of such discussion the employer shall provide in writing to the employees concerned and their union, all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information, the disclosure of which would be inimical to the employer's interests.

(2) Transfer to Lower Paid Duties:

Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) of subclause (1) of this clause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to had the employment been terminated, and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary weekly rate of wage and the new lower ordinary weekly rate of wage for the number of weeks of notice still owing.

(3) Severance Pay:

- (a) In addition to the period of notice prescribed in paragraph (a) of subclause (2) in Clause 5. - Contract of Service of this award, for ordinary termination, and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in paragraph (a) of subclause (1) of this clause shall be entitled to the following amount of severance pay in respect of a continuous period of service.

<b>Period of Continuous Service</b>	<b>Severance Pay</b>
Less than one year	Nil
One year but less than two years	Four weeks
Two years but less than three years	Six weeks
Three years but less than four years	Seven weeks
Four years and over	Eight weeks

"Week's pay" means the ordinary time rate of wage for the employee concerned.

Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

- (b) For the purpose of this clause, continuity of service shall not be broken on account of -
- (i) any interruption or termination of the employment by the employer if such interruption or termination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence;
  - (ii) any absence from work on account of personal sickness or accident for which an employee is entitled to claim sick pay as prescribed by this award or on account of leave lawfully granted by the employer; or
  - (iii) any absence with reasonable cause, proof whereof shall be upon the employee.

Provided that in the calculation of continuous service under this subclause any time in respect of which an employee is absent from work, except time for which an employee is entitled to claim annual leave, sick pay, long service leave and public holidays as prescribed by this award, shall not count as time worked.

- (c) Service by the employee with a business which has been transmitted from one employer to another and the employee's service has been deemed continuous in accordance with subclause (3) of Clause 2 of the Long Service Leave Provisions published in Volume 66 of the Western Australian Industrial Gazette at pages one to four shall also constitute continuous service for the purpose of this clause.

(4) Employee Leaving During Notice:

An employee whose employment is to be terminated for reasons set out in paragraph (a) of subclause (1) of this clause may terminate employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

(5) Alternative Employment:

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

(6) Time Off During Notice Period:

(a) During the period of notice of termination of employment given by an employer, an employee whose employment is to be terminated for reasons set out in paragraph (a) of subclause (1) of this clause shall, for the purpose of seeking other employment, be entitled to be absent from work during each week of notice up to a maximum of eight ordinary hours without deduction of pay.

(b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

(7) Notice to the Commonwealth Employment Service:

Where a decision has been made to terminate employees in the circumstances outlined in paragraph (a) of subclause (1) of this clause, the employer shall notify the Commonwealth Employment Service thereof as soon as possible giving relevant information, including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(8) Superannuation Benefits:

(a) Subject to further order of the Commission, where an employee who is terminated receives a benefit from a superannuation scheme, the employee shall only receive, under subclause (3) of this clause, the difference between the severance pay specified in that subclause and the amount of the superannuation benefit the employee receives which is attributable to employer contributions only.

(b) If the superannuation benefit is greater than the amount due under subclause (3) of this clause, then the employee shall not receive payment under that subclause.

(9) Employees With Less Than One Year's Service:

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

(10) Employees Exempted:

This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal including malingering, inefficiency or neglect of duty or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks.

(11) Employers Exempted:

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

(12) Incapacity to Pay:

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

(13) Dispute Settling Procedures:

Any dispute under these provisions shall be referred to the Commission.

28. - PART TIME EMPLOYMENT

(1) A part time employee may be engaged to work for a constant number of hours each week which having regard to the various ways of arranging ordinary hours shall average less than 38 hours per week.

(2) an employee so engaged shall be paid per hour one thirty-eighth of the weekly wage prescribed for the classification in which the employee is engaged.

(3) An employee engaged on a part time basis shall be entitled in respect of annual leave, holidays, sick leave and bereavement leave arising under this award payment on a proportionate basis calculated as follows:

(a) Annual Leave

Where a part time employee is entitled to a payment either, on termination or for the purpose of annual leave or at a close down, for continuous service in any qualifying twelve monthly period then the payment of 2.923 hours' pay prescribed by paragraph (b) of subclause (6) of Clause 9. - Holidays and Annual Leave of this Award shall be in respect of each cumulative period of 38 ordinary hours worked during the qualifying period.

(b) Holidays

A part time employee shall be allowed the holidays prescribed by Clause 9. - Holidays and Annual Leave of this Award without deduction of pay in respect of each holiday which is observed on a day ordinarily worked by the part time employee.

(c) Absence Through Sickness

Notwithstanding the provisions of paragraph (a) of subclause (1) of Clause 11. - Absence Through Sickness of this award the accrual of one-sixth of a week for each completed month of service shall be calculated on the average number of ordinary hours worked each week for every completed month of service.

(d) Bereavement Leave

Where a part time employee would normally work on either or both of the two working days following the death of a close relative which would entitle an employee on weekly hiring to bereavement leave in accordance with Clause 22. - Bereavement Leave of this award the employee shall be entitled to be absent on bereavement leave on either or both of those two working days without loss of pay for the day or days concerned.

(e) Overtime

A part time employee who works in excess of the hours fixed under the contract of employment shall be paid overtime in accordance with Clause 7. - Overtime of this award.

29. - AVOIDANCE OF INDUSTRIAL DISPUTES

- (1) A procedure for the avoidance of industrial disputes shall apply in establishments covered by this award.

The object 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.

It is acknowledged that in some companies or sectors of the industry, disputes avoidance/settlement procedures are either now in place or in the process of being negotiated and it may be the desire of the immediate parties concerned to pursue those mutually agreed procedures.

- (2) In other cases, the following principles shall apply:

- (a) Depending on the issues involved, the size and function of the plant or enterprise and the union membership of the employees concerned, a procedure involving up to four stages of discussion shall apply. These are:

- (i) discussions between the employee/s concerned (and shop steward if requested) and the immediate supervisors;
- (ii) discussions involving the employee/s concerned, the shop steward and the employer representative;
- (iii) discussions involving representatives from the State Branch of the union/s concerned and the employer representatives;
- (iv) discussions involving senior union officials (State Secretary) and the senior management representative(s);
- (v) there shall be an opportunity for any party to raise the issue to a higher stage.

- (b) There shall be a commitment by the parties to achieve adherence to this procedure. This should 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) Sensible time limits shall be allowed for the completion of the various stages of the discussions. At least seven days should be allowed for all stages of the discussions to be finalised.

- (e) Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the Western Australian Industrial Relations Commission for assistance in resolving the dispute.

- (f) In order to allow for the peaceful resolution of grievances the parties shall be committed to avoid stoppages of work, lockouts or any other bans or limitation on the performance of work while the procedures of negotiation and conciliation are being followed.

- (g) The employer shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established custom and practices at the workplace.

### 30. - TRAINING

- (1) The parties to this award recognise that in order to increase 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 and flexible work force;
  - (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 (7) of the First Schedule - Wages of this award, or through the establishment of a training committee, an 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; and
  - (c) the need to develop vocational skills relevant to the enterprise and the gate, fence and frames 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, which for example might include -
  - (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) the recommending of individual employees for training and reclassification; and
  - (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 subclause (7) of the First Schedule - Wages of this award, or through a training committee and/or 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, that training may be undertaken either on or off the job and 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 standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred 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) Subclauses (2), (3) and (4) hereof shall operate as interim provisions and shall be reviewed after nine months' operation. In the meantime, the parties shall monitor the effectiveness of those interim provisions in encouraging the attainment of the objectives detailed in subclause (1) hereof. In this connection, 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.
- (6) Any dispute arising in relation to subclauses (2) and (3) hereof shall be subject to the provisions of Clause 29. - Avoidance of Industrial Disputes of this award.

#### APPENDIX - RESOLUTION OF DISPUTES REQUIREMENTS

- (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) Any dispute or grievance procedure in this award/industrial agreement shall also apply to any questions, disputes or difficulties which may arise under it.
- (3) With effect from 22 November 1997 the dispute or grievance procedures in this award/industrial agreement is hereby varied to include the requirement that persons involved in the question, dispute or difficulty will 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) Adult Employees:

	Rate Per Week	Supplementary Payment	Safety Net Adjustment Payment	Total Rate Per week
Machinist (Wire) "A"	333.30	23.30	341.60	698.20
Machinist (Wire) "B"	320.70	18.60	341.00	680.30
Machinist (Wire) Assistant	314.30	17.50	340.80	672.60
Framer "A"	333.30	23.30	341.60	698.20
Framer "B"	310.40	17.50	340.60	668.50
Process Employee	310.40	17.50	340.60	668.50
Wirer	310.40	17.50	340.60	668.50
Welder "A"	363.20	34.10	343.00	740.30
Welder "B"	316.10	18.60	340.90	675.60
Welder "C"	312.00	17.50	340.70	670.20
Painter of Iron Work	319.30	18.60	341.00	678.90
Erector	316.10	18.60	340.90	675.60
Erector's Assistant	310.40	17.50	340.60	668.50
Tool and Material Storeperson	323.10	20.10	341.10	684.30
Tradesperson	363.20	34.10	343.00	740.30
Mechanical Tradesperson-Special Class	386.90	39.00	346.00	771.90

(b) 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.

(2) Leading Hand: In addition to the appropriate rate of wage prescribed in subclause (1) of this clause a leading hand shall be paid:

- (a) If placed in charge of not less than three and not more than ten other employees \$31.00
- (b) If placed in charge of more than ten but not more than twenty other employees \$47.70
- (c) If placed in charge of more than twenty other employees \$61.50

(3) Apprentices:

(a) (Wages per week expressed as a percentage of the "Tradesman'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
Second Six Months	55
Next Year	75
Final Year	88

Three Year Term	
First Year	55
Second Year	75
Third Year	88

(b) For the purpose of subclause (a) of this clause "Tradesman's" rate means the total wage for the classification "tradesman" as set out in subclause (1) of this Schedule.

(4) Junior Employees:

(a) (Wages per week expressed as a percentage of the "Process Employees" rate).

	%
Under 16 years of age	35
16 years of age	45
17 years of age	55
18 years of age	65
19 years of age	78.5
20 years of age	93

(b) For the purpose of subclause (a) of this clause "Process Employees" rate means the total wage for the classification "Process Employee" as set out in subclause (1) of this Schedule.

(5) A casual employee shall be paid twenty per cent of the ordinary rate in addition to the rate for the calling in which he is employed.

(6) (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 their work as a tradesperson or as an apprentice, the employer shall pay a tool allowance of -

- (i) \$17.30 per week to such tradesperson, or
- (ii) In the case of an apprentice a percentage of \$17.30 being the percentage which appears against the year of apprenticeship in subclause (a) of subclause (3) of this Schedule.

For the purpose of such tradesperson or apprentice supplying and maintaining tools ordinarily required in the performance of their work as a tradesperson or apprentice.

(b) Any tool allowance paid pursuant to paragraph (a) of this subclause 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 their negligence.

(7) Structural Efficiency:

- (a) Arising out of the decision of 8 September 1989 in the State Wage Case and in consideration of the wage increases resulting from the first structural efficiency adjustment in Application No. 1707 of 1989, employees are to perform a wider range of duties including work which is incidental or peripheral to their main tasks or functions.
- (b) The parties to this award are committed to co-operating positively to increase the efficiency, productivity and international competitiveness of the gate, fence and frame manufacturing industry and to enhance the career opportunities and job security of employees in the industry.
- (c) At each plant or enterprise a consultative mechanism may be established by the employer, or shall be established upon request by the employees or their relevant union or unions. The consultative mechanism and procedure shall be appropriate to the size, structure and needs of that plant or enterprise. Measures raised by the employer, employees or union or unions for consideration consistent with the objectives of paragraph (b) hereof shall be processed through that consultative mechanism and procedures.
- (d) Measures raised for consideration consistent with paragraph (c) hereof shall be related to implementation of the new classification structure, the facilitative provisions contained in this award and, subject to Clause 30. - Training of this award, matters concerning training and, subject to paragraph (e) hereof, any other measures consistent with the objectives of paragraph (b) of this subclause.
- (e) Without limiting the rights of either an employer or a union to arbitration, any other measure designed to increase flexibility at the plant or enterprise and sought by any party shall be notified to the Commission if the initiative varies and Award provision and by agreement of the parties involved shall be subject to the following requirements:
  - (i) The changes sought shall not affect the provisions reflecting national standards recognised by the Western Australian Industrial Relations Commission.
  - (ii) The majority of employees affected by the change at the plant or enterprise must genuinely agree to the change.
  - (iii) No employee shall lose income as a result of the change.
  - (iv) The relevant union or unions must be a party to the agreement.
  - (v) The relevant union or unions shall not unreasonably oppose any agreement.
  - (vi) Any agreement shall be subject to approval by the Western Australian Industrial Relations Commission and, if approved, shall operate as a Schedule to this award or a Section 41 Industrial Agreement and take precedence over any provision of this award to the extent of the inconsistency.
- (f) Any disputes arising in relation to the implementation of paragraphs (c) and (d) hereof shall be subject to the provisions of Clause 29. - Avoidance of Industrial Disputes of this award.

SECOND SCHEDULE - RESPONDENTS

Joyce Bros. (W.A.) Pty Ltd

Skidders Pty Ltd

### THIRD SCHEDULE - NEW CLASSIFICATION STRUCTURE AND DEFINITIONS

- (1) The following classifications and definitions shall supersede Clause 17. - Definitions and subclause (1) of the First Schedule - Wages of this award. It is agreed by the parties to this award that the following classifications specify skill and training standards and broad areas of work. The definitions recognise national qualifications outlined by the Australian Council of Tertiary Awards and the standards set down by the National Metals and Engineering Skills Training Board on behalf of the National Training Board and recognised and accredited in Western Australia by the appropriate State Training Authority (i.e. SESDA, ITAC and TAFE).
- (2) Classifications are based on the progressive acquisition of modules of skill and/or training and form the career path which determines the pay rate structure. Through the NMESTB (or SESDA when operative) and the training providers, appropriate credits or exemptions will be given for training already completed, or experience and skills already obtained.
- (3) The structure recognises that credit for skill and formal training is transferable from one classification to the next. Reclassification on the basis of skills obtained through means other than training accredited by the National Training Board (or SESDA when operative) will be subject to the testing and competency standards set down by the NMESTB and recognised in Western Australia by the appropriate State Training Authority and shall be in accordance with the training clause contained in this award.
- (4) Transition/Implementation Period and Arrangements -

(a) Duration

It is agreed between the parties that a transition/implementation period shall operate from the first pay period to commence on or after 9 December 1991 until the first pay period beginning on or after 9 May 1992.

(b) Objective

The objective of this transition/implementation period is -

- (i) To enable all parties to the award to familiarise themselves with the new wage classification and definition structure.
- (ii) For each plant or establishment to apply (subject to the transitional arrangements below) the new wage, classification and definition structure set out in this Appendix in place of existing arrangements as defined in Clause 17. - Definitions and the First Schedule - Wages, subclause (1) classification and wage groups of this award.

(c) Transitional Arrangements

In order to assist an orderly transition, the following arrangements shall apply -

- (i) From the first pay period commencing on or after 9 December 1991 an employee's new wage group shall be determined in accordance with subclause (1) of the First Schedule - Wages of this award.
- (ii) Upon agreed transition to the new classification structure, employees will perform work in accordance with the new classification and definitions set out in this Schedule in lieu of definitions currently set out in Clause 17. - Definitions of this award.
- (iii) Any disputes in relation to the transition/implementation of the new wage, classification and definition structure shall be handled in accordance with the procedures prescribed by Clause 29. - Avoidance of Industrial Disputes of this award.

- (iv) Wage increases arising from broad banding and adjustment of minimum rates are subject to absorption into existing over-award payments.
- (d) Reclassification will be according to the following principles -
  - (i) Employees will transfer to the new classification structure without loss of pay in accordance with a schedule agreed between the parties which will "line-up" the old classifications with the new levels.
  - (ii) Reclassification to any higher level shall be contingent upon such additional work being available and required to be performed by the employer.
  - (iii) In the event that there is a claim for reclassification by an existing employee to a higher level under the new structure on the ground that the employee possesses equivalent skill and knowledge gained through on-the-job experience or on any other ground the following principles apply -
    - (aa) The parties agree that the existing award disputes avoidance procedure shall be followed.
    - (bb) Agreed competency standards shall be established by the parties in conjunction with TAFE (and SESDA when operative) for all levels in the new classification structure before any claims for reclassification are processed and shall be incorporated in the Implementation Manual as they become available.
    - (cc) The Implementation Manual shall lay down procedures for testing the validity of an employee's claim for reclassification. These procedures shall be undertaken by an independent third party recognised by SESDA (when established) and/or the National Training Board, e.g. TAFE.
- (e) Review
  - (i) Prior to the expiration of the six month period, the parties at the industry level will consult with their respective members and make any changes to the classification structure as they may be advised.
  - (ii) At the expiration of the six month period, employers will be required to have completed the transitional phase.
  - (iii) The parties are committed to modernising the terms of the award and to addressing the issues associated with training with a view to finalising these matters by 9 May 1992.

## DEFINITIONS

### Wage Group Level 8 (C 14)

Trainee/Manufacturing Employee - Level 5

(Relativity to Tradesperson's Rate of Pay - ..%)

A Manufacturing Employee Level 5 is an employee undertaking 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 opportunities and quality control/assurance.

An employee at this level performs routine duties essentially of a manual nature and to the level of their training

- (i) performs general labouring and cleaning duties;
- (ii) exercises minimal judgement;
- (iii) works under direct supervision; or
- (iv) in the case of a trainee, is undertaking structured training so as to enable them to work at Level 7.

Wage Group Level 7 (C 13)

Manufacturing Employee - Level 4

(Relativity to Tradesperson's Rate of Pay - 82%)

A Manufacturing Employee Level 7 is an employee who has completed up to three months' structured training so as to enable the employee 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 Level 8 and to the level of their training -

- (i) Works under direct supervision, either individually or in a team environment.
- (ii) Understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations and faults.
- (iii) Understands and utilises basic statistical process control procedures.

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 cutting scrap with oxy-acetylene blow pipe;
- uses selected hand tools;
- maintains simple records;
- uses hand trolleys and pallet trucks; and
- assists in the provision of on-the-job training in conjunction with tradespersons and supervisor/trainers.

Wage Group Level 6 (C 12)

Manufacturing Employee - Level 3

(Relativity to Tradesperson's Rate of Pay - ..%)

A Manufacturing Employee Level 3 is an employee who has completed a Production/Engineering Certificate I or equivalent training so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at Level 7 and to the level of their training -

- (i) Is responsible for the quality of their own work, subject to routine supervision.

- (ii) Works under routine supervision, either individually or in a team environment.
- (iii) Exercises discretion within their level of skills and training.

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

operates flexibly between assembly stations;

operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at Level 7;

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;

inventory control in the context of a production process;

basic keyboard skills;

advanced soldering techniques;

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

ability to measure accurately;

assists one or more tradespersons; and

welding which requires the exercise of knowledge and skills above Level 7.

#### Wage Group Level 5 (C 11)

#### Manufacturing Employee - Level 2

(Relativity to Tradesperson's Rate of Pay - 92.4%)

A Manufacturing Employee Level 2 is an employee who has completed a Production/Engineering Certificate II or equivalent training so as to enable the employee 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 Level 6 and to the level of their training -

- (i) Works from complex instructions and procedures.
- (ii) Assists in the provision of on-the-job training to a limited degree.
- (iii) Co-ordinates work in a team environment or works individually under general supervision.
- (iv) Is responsible for assuring the quality of their own work.

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

uses precision measuring instruments;

machine setting, loading and operation;



rigging (certificated);

inventory and store control, including -

licensed operation of all appropriate materials handling equipment;

use of tools and equipment within the scope of (basic non-trades) maintenance;

computer operation at a level higher than that of an employee at Level 6;

intermediate keyboard skills;

basic engineering and fault-finding skills;

basic quality checks on the work of others;

is licensed and certified for forklift, engine driving and crane driving operations to a level higher than Level 6;

has a knowledge of the employer's operations as it relates to production processes;

lubricates production machinery equipment; and

assists in the provision of on-the-job training in conjunction with tradespersons and supervisor/trainers.

#### Wage Group Level 4 (C 10)

##### Manufacturing Employee Level 1

(Relativity to Tradesperson's Rate of Pay - 100%)

A Manufacturing Employee Level 1 is an employee who, while still being primarily engaged in manufacturing 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 Manufacturing Employee Level 1 works above and beyond an employee at Level 2 and to the level of their training -

- (i) Understands and applies quality control techniques.
- (ii) Exercises good interpersonal and communications skills.
- (iii) Exercises keyboard skills at a level higher than Level 5.
- (iv) Exercises discretion within the scope of this grade.
- (v) Performs work under limited supervision, either individually or in a team environment.

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

approves and passes first off samples and maintain 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 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 relating to production process operations;

high level stores and inventory responsibility beyond the requirements of an employee at Level 5;

assists in the provision of on-the-job training in conjunction with tradespersons and trainers; and

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

### Wage Group Level 3 (C 10)

#### Tradesperson Level 1

(Relativity to Tradesperson's Rate of Pay - 100%)

A tradesperson Level 1 is an employee who holds a Trade Certificate or Tradespersons Rights Certificate in one of the electrical/electronics, mechanical or fabrication engineering streams and is able to exercise the skills and knowledge of that trade.

A Tradesperson Level 1 works above and beyond an employee at Wage Group Level 4 and to the level of their training -

- (i) Understands and applies quality control techniques.
- (ii) Exercises good interpersonal communications skills.
- (iii) Exercises keyboard skills at a level higher than an employee at Wage Group Level 3.
- (iv) Exercises discretion within the scope of this grade.
- (v) Performs work under general supervision, either individually or in a team environment.
- (vi) Operates all lifting equipment incidental to their work.
- (vii) Perform non-trade tasks incidental to their work.
- (viii) 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.
- (ix) Is able to inspect products and/or materials for conformity with established operational standards.

### Wage Group Level 2 (C 9)

#### Tradesperson - Level 2

(Relativity to Tradesperson's Rate of Pay - 105%)

A Tradesperson - Level 2 is a -

Tradesperson (Electrical/Electronic) - Level 2; or

Tradesperson (Mechanical) - Level 2; or

Tradesperson (Fabrication) - Level 2;

who has completed the following training requirement -

33% of the modules towards an appropriate Post Trade Certificate;

as prescribed in the Implementation Manual.

A Tradespersons Level 2 works above and beyond a Tradesperson Level 1 and to the level of their training -

- (i) Exercises the skills attained through satisfactory completion of the training prescribed for this classification, subject to standards prescribed by the Implementation Manual.
- (ii) Exercises discretion within the scope of this grade.
- (iii) Works under general supervision, either individually or in a team environment.
- (iv) Understands and implements quality control techniques.
- (v) Provides trade guidance and assistance as part of a work team.
- (vi) Exercises trade skills relevant to specific requirements of the enterprise at a level higher than Tradesperson Level 1.

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 Level 1 (C 8)

Tradesperson Level 3

(Relativity to Tradesperson's Rate of Pay - 110%)

A Tradesperson Level 3 means a tradesperson who has completed the following training requirement -

66% of the modules towards an appropriate Post Trade Certificate.

A Tradesperson Level 3 works above and beyond an employee at Level 1 and to the level of their training -

- (i) Is able to exercise the skills attained through satisfactory completion of the training prescribed for this classification, subject to the standards prescribed by the Manual that forms Appendix X of this award.
- (ii) Provides trade guidance and assistance as part of a work team.
- (iii) Assists in the provision of training in conjunction with supervisors and trainers.
- (iv) Understands and implements quality control techniques.
- (v) Works under limited supervision, either individually or in a team environment.
- (vi) Provides trade guidance and assistance as part of a work team.

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

exercises high precision trade skills using various materials and/or specialised techniques; and

performs operations on a CAD/CAM (Computer Aided Drafting/Computing Aided Manufacturing) terminal in the performance of routine modifications to NC/CNC (Numerical Control/Computer Numeric Control) programmes.

FOURTH SCHEDULE - NAMED PARTIES TO THE AWARD

Union party

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering and Electrical Division, Western Australian Branch.

APPENDIX - S.49B - INSPECTION OF RECORDS REQUIREMENTS

- (1) Where this award, order or industrial agreement empowers a representative of an organisation of employees party to this award, order or industrial agreement to inspect the time and wages records of an employee or former employee, that power shall be exercised subject to the Industrial Relations (General) Regulations 1997 (as may be amended from time to time) and the following:
  - (a) The employer may refuse the representative access to the records if: -
    - (i) the employer is of the opinion that access to the records by the representative of the organisation would infringe the privacy of persons who are not members of the organisation; and
    - (ii) the employer undertakes to produce the records to an Industrial Inspector within 48 hours of being notified of the requirement to inspect by the representative.
  - (b) The power of inspection may only be exercised by a representative of an organisation of employees authorised for the purpose in accordance with the rules of the organisation.
  - (c) Before exercising a power of inspection, the representative shall give reasonable notice of not less than 24 hours to an employer.

VARIATION RECORD

**GATE, FENCE AND FRAMES MANUFACTURING**

**NO. 24 OF 1971**

Delivered 26/11/71 at 51 WAIG 1134

Varied and Consolidated 06/02/89 at 69 WAIG 1647

Section 93(6) Consolidation 08/02/94 at 74 WAIG 399

<b>CLAUSE NO.</b>	<b>EXTENT OF VARIATION</b>	<b>ORDER NO.</b>	<b>OPERATIVE DATE</b>	<b>GAZETTE REFERENCE</b>
<b>1. Title</b>				
(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
<b>1B. Minimum Adult Award Wage</b>				
	Ins. 1B	940/97	14/11/97	77 WAIG 3177
	Cl.	1395/98	07/09/98	78 WAIG 4336
	Min. Wage & text.	609/99	01/08/99	79 WAIG 1847
	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 & 2257
(9)	1197/03	1/11/03	83 WAIG 3537
Cl.	570/04	4/06/04	84 WAIG 1521
Cl.	576/05	07/07/05	85 WAIG 2083, 2466
Cl.	957/05	07/07/06	86 WAIG 1631 & 2001
Cl.	1/07	01/07/07	87 WAIG 1487 & 1890
Cl.	115/07	01/07/08	88 WAIG 773 & 1140
Cl.	1/09	01/10/09	89 WAIG 735 & 1566
Cl.	2/10	01/07/10	90 WAIG 568 & 1030
Cl.	2/11	01/07/11	91 WAIG 1008 & 1443
Cl.	2/12	01/07/12	92 WAIG 1216
Cl.	1/13	01/07/13	93 WAIG 887
Cl.	1/14	01/07/14	94 WAIG 1107

## 2. Arrangement

Del. 2A.	1940/89	08/09/89	69 WAIG 2913
Ins. 2A.	1726/89®	20/04/90	70 WAIG 1802
30. title; Ins. Third Sch.	466/90(R2)	09/12/91	72 WAIG 120
Ins. 1A.	1752/91	31/01/92	72 WAIG 191
Del. 2A.	1338/91	11/02/92	72 WAIG 521
Ins. Fourth Sch.	482(A)/93	24/05/93	73 WAIG 2104
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
1A	940/97	14/11/97	77 WAIG 3177
Ins. 1B	940/97	14/11/97	77 WAIG 3177
1A. Title	757/98	12/06/98	78 WAIG 2579
Del. 1A.	609/99	06/07/99	79 WAIG 1847



Del. 23	1879/01	11/12/01	82 WAIG 95
Cl.	1/09	01/10/09	89 WAIG 735 & 1566

(2A. State Wage Principles – September 1988)

Del. Cl.	1940/89	08/09/89	69 WAIG 2913
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(2A. State Wage Principles – September 1989)

Ins. Cl.	1726/89®	20/04/90	70 WAIG 1802
Del. Cl.	1338/91	11/02/92	72 WAIG 521

**3. Area and Scope**

**4. Term**

**5. Contract of Service**

(9)	466/90(R2)	09/12/91	72 WAIG 120
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**6. Hours**

(1)(c),(e),(f); (2)(c)	466/90(R2)	09/12/91	72 WAIG 120
(1)(b)	574/96	01/08/96	76 WAIG 3747

**7. Overtime**

(3)(f)	1726/89®	20/04/90	70 WAIG 1802
(3)(f)	466/90(R2)	09/12/91	72 WAIG 120
(3)(f)	1507/96	06/03/97	74 WAIG 978
(3)(f)	1879/01	11/12/01	82 WAIG 95
(3)(f)	1929/02	04/03/03	83 WAIG 708
(3)(f)	1481/03	2/03/04	84 WAIG 541
(3)(f)	775/05	14/10/05	85 WAIG 3725
(3)(f)	9/11	16/5/11	91 WAIG 926
(3)(f)	44/12	26/09/12	92 WAIG 1742
(3)(f)	68/13	03/02/14	94 WAIG 92

(3)(f)	42/14	09/12/14	94 WAIG 1887
<b>8. Shift Work</b>			
(3)(a)	574/96	01/08/96	76 WAIG 3747
<b>9. Holidays and Annual Leave</b>			
(1)(a), Ins. Para end (7) & (9)(b)	466/90(R2)	09/12/91	72 WAIG 120
<b>10. Higher Duties</b>			
Cl.	466/90(R2)	09/12/91	72 WAIG 120
<b>11. Absence Through Sickness</b>			
<b>12. Long Service Leave</b>			
<b>13. Time and Wages Record</b>			
Ins text.(2)	491/98	16/04/98	78 WAIG 1471
<b>14. Special Rates and Provisions</b>			
(1), (2), (4)	1726/89®	20/04/90	70 WAIG 1802
(1), (2), (4)	466/90(R2)	09/12/91	72 WAIG 120
(1), (2) & (4)	1410/98	07/09/98	78 WAIG 4337
Cl	1879/01	11/12/01	82 WAIG 95
(1), (2) & (4)	1929/02	04/03/03	83 WAIG 708
(1)(2)(4)	1481/03	02/03/04	84 WAIG 541
(1), (2) & (4)	775/05	14/10/05	85 WAIG 3725
(1), (2) & (4)	9/11	16/5/11	91 WAIG 926
(1), (2) & (4)	44/12	26/09/12	91 WAIG 1742
(1), (2) & (4)	68/13	03/02/14	94 WAIG 92
(1), (2) & (4)	42/14	09/12/14	94 WAIG 1887

**15. Representative Interviewing Employees**

Ins.Txt	2053(1)/97	22/11/97	77 WAIG 3138
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**16. Under-rate Employees****17. Definitions**

Ins. (14)	59/89	15/06/89	69 WAIG 2077
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**18. Board of Reference****19. Fares and Travelling Time**

(2)(a)(b)&(c)	1506/88	13/03/89	69 WAIG 812
(2)(a)(b)&(c)	1892/89	25/03/91	72 WAIG 1799
(2)(a)(b)&(c)	1507/96	06/03/97	77 WAIG 978
(2)	1879/01	11/12/01	82 WAIG 95
(2)(a), (b) & (c)	1929/02	04/03/03	83 WAIG 708
(2)(a)(b)(c)	1481/03	02/03/04	84 WAIG 541
(2)(a)	9/11	16/5/11	91 WAIG 926
(2)(a)	68/13	03/02/14	94 WAIG 92
(2)(a)	42/14	09/12/14	94 WAIG 1887

**20. Distant Work**

(6), (7)	1892/89	25/03/91	72 WAIG 1799
(6), (7)	1507/96	06/03/97	77 WAIG 978
(6) & (7)	1879/01	11/12/01	82 WAIG 95
(6) & (7)	775/05	14/10/05	85 WAIG 3725
(6) & (7)	9/11	16/5/11	91 WAIG 926
(6) & (7)	44/12	26/09/12	92 WAIG 1742
(6) & (7)	68/13	03/02/14	94 WAIG 92
(6) & (7)	42/14	09/12/14	94 WAIG 1887

**21. Location Allowances**

(1), (13)	834/89	01/07/89	69 WAIG 3217
Cl.	778/90 & 1065/90	01/07/90	70 WAIG 2995
Cl.	1049/91	01/07/91	71 WAIG 2753
Cl.	851/92	01/07/92	72 WAIG 2498
Cl.	943/93	01/07/93	73 WAIG 1989
Cl.	714/94	01/07/94	74 WAIG 1869
Cl.	641/95	01/07/95	75 WAIG 2125
Cl.	911/96	01/07/96	76 WAIG 3365
Cl.	1400/97	01/07/97	77 WAIG 2547
Cl.	975/98	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. Corr. Order Schedule B (7)(a)(i)&(ii)	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

## 22. Bereavement Leave

## 23. Supplementary Payments

Text (1)(a)	59/89	15/06/89	69 WAIG 2077
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(1)(a), preamble; (1)(b)(i),(ii)	1338/91	11/02/92	72 WAIG 521
Cl. Deleted	1879/01	11/12/01	82 WAIG 95

#### **24. Payment of Wages**

#### **25. Maternity Leave**

#### **26. Introduction of Change**

#### **27. Redundancy**

#### **28. Part Time Employment**

#### **29. Avoidance of Industrial Disputes**

#### **(30. Liberty to Apply)**

Cl. & Title	466/90(R2)	09/12/91	72 WAIG 120
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#### **30. Training**

#### **Appendix – Resolution of Disputes Requirements**

Ins. Appendix	693/96	16/07/96	76 WAIG 2768
App	2053/97	22/11/97	77 WAIG 3138

#### **First Schedule – Wages**

Text (1)	59/89	15/06/89	69 WAIG 2077
(1)(a), (2), (6), ins. (7)	1726/89®	20/04/90	70 WAIG 1802
(1)(a);(b), (2), (6)(a), (7)	466/90(R2)	09/12/91	72 WAIG 120
(1), (2), (6)(a)	1338/91	11/02/92	72 WAIG 521
(1)	209/94	03/05/94	74 WAIG 1278
(1); (7)(e)	574/96	01/08/96	76 WAIG 3747
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177

(1)	1985/97	18/08/98	78 WAIG 4338
(2), (6)(a)	1410/98	07/09/98	78 WAIG 4337
(1)(a) & (b)	1395/98	07/09/98	78 WAIG 4336
(1)(a) rates, (b) Ins. Text.	609/99	01/08/99	79 WAIG 1847
Sch.	654/00	01/08/00	80 WAIG 3379
Sch.	752/01	01/08/01	81 WAIG 1721
(1)(a)	1879/01	11/12/01	82 WAIG 95
(2)	1879/01	11/12/01	82 WAIG 95
(6)(a)	1879/01	11/12/01	82 WAIG 95
(1) (a)	797/02	01/08/02	82 WAIG 1369
(2) & (6)	1929/02	04/03/03	83 WAIG 708
Sch.	569/03	5/06/03	83 WAIG 1899 & 2257
(2)(6)	1481/03	2/03/04	84 WAIG 541
Sch.	570/04	4/06/04	84 WAIG 1521 & 1780
Sch.	576/05	07/07/05	85 WAIG 2083 & 2466
(2) & (6)	775/05	14/10/05	85 WAIG 3725
Sch.	957/05	07/07/06	86 WAIG 1631 & 2001
Sch.	1/07	01/07/07	87 WAIG 1487 & 1890
Sch.	115/07	01/07/08	88 WAIG 773 &1140
Sch.	1/09	01/10/09	89 WAIG 735 & 1566
Sch.	2/10	01/07/10	90 WAIG 568 & 1030
(2) & (6)	9/11	16/5/11	91 WAIG 926
Cl.	2/11	01/07/11	91 WAIG 1008 & 1443
Cl.	2/12	01/07/12	92 WAIG 1216
(2) & (6)	44/12	26/09/12	92 WAIG 1742
Sch.	1/13	01/07/13	93 WAIG 887
(2) & (6)	68/13	03/02/14	94 WAIG 92
Sch.	1/14	01/07/14	94 WAIG 1107
(2) & (6)	42/14	09/12/14	94 WAIG 1887

**Second Schedule – Respondents**

Respondent deleted	76/80 pt 189	16/05/97	77 WAIG 1512
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**Third Schedule - New Classification Structure and Definitions**

Ins. Sch.	466/90(R2)	09/12/91	72 WAIG 120
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**Fourth Schedule - Named Parties to the Award**

Ins. Sch.	482(A)/93	24/05/93	73 WAIG 2104
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Sch.	1507/96	06/03/97	77 WAIG 978
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**Appendix - S.49B - Inspection of Records Requirements**

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