

# Pest Control Industry Award

## 1. - TITLE

This award shall be known as the Pest Control Industry Award.

### 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

- 1. Title
- 1B. Minimum Adult Award Wage
- 2. Arrangement
- 2A. (deleted)
- 3. Area and Scope
- 4. (deleted)
- 5. Hours
- 6. Overtime
- 7. Sick Leave
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- 16. Long Service Leave
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- 20. National Training Wage
- 21. Superannuation
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Appendix – Resolution of Disputes Requirement  
Schedule A. – Named Parties to the Award

## 3. - AREA AND SCOPE

This award shall have effect throughout the State of Western Australia and shall apply to all employees employed in the callings described in Clause 19 of this award.

## 5. – HOURS

- (1) (a) The provisions of this clause apply to all employees other than those engaged on shift work.  
  
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 seven consecutive days; or
  - (ii) 76 hours within a work cycle not exceeding fourteen consecutive days; or

- (iii) 114 hours within a work cycle not exceeding twenty-one consecutive days; or
  - (iv) 152 hours within a work cycle not exceeding twenty-eight consecutive days; or
  - (v) where the ordinary hours being worked each day exceed 8 hours on any day, 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 other 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).
- (b) The ordinary hours of work may be worked on any or all days of the week, Monday to Friday inclusive and where the employer and employee agree, may be worked on any 5 days of the week, Monday to Saturday inclusive provided that any agreement to work ordinary hours on Saturday's shall be recorded in writing, signed by the employer and the employee and stored within the employer's time and wages records.
- (c) Except in the case of shift employees, ordinary hours shall be worked between the hours of 6.00am and 6.00pm, 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) The ordinary hours of work shall not exceed 10 in any day provided that 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 enterprise, section or sections concerned.
- (e) Ordinary hours worked on a Saturday shall be paid for at 1.5 times the employee's ordinary hourly rate.
- (f) The ordinary hours of work shall be consecutive except for a meal break which shall not be more than 1 hour or less than 30 minutes 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 (4) of this clause.
  - (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 hours, 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 operational requirements.
  - (iv) An employer may stagger the time of taking a meal or rest break to meet operational requirements.
  - (v) Where an employee is instructed by the employer to continue working during the employee's usual meal interval and the meal interval is postponed for more than half an hour, the employee shall be paid at overtime rates until the employee receives their meal interval.
- (h) (i) Subject to the provisions of this paragraph, a rest period of seven minutes from the time of ceasing work to the time of resuming work shall be allowed each morning.
- (ii) The rest period shall be counted as time off duty without deduction of pay and shall be arranged at a time and in a manner to suit the convenience of the employer.

- (iii) Refreshments may be taken by employees during the rest period but the period of seven minutes shall not be exceeded under any circumstances.
  - (iv) An employer who satisfies the Commission that any employee has breached any condition expressed or implied in this paragraph shall be exempted from liability to allow the rest period.
- (3) (a) Except as provided in paragraph (d) of this subclause the method of implementing the 38 hour week may be any 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; or
  - (v) except in the case of shift employees, where the ordinary hours of work are worked in accordance with an arrangement as provided in sub-paragraphs (iii) or (iv) of this paragraph, any day off duty shall be arranged so that it does not coincide with a holiday prescribed in subclause (1) of Clause 8. – Holidays of this Award.
- (b) In each enterprise, 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.
- (c) In the absence of agreement at the enterprise level, the procedure for resolving special, anomalous or extraordinary problems shall be for the employer to discuss the matter with the State Secretary or Assistant State Secretary of the union and if still not resolved the matter will be referred to the Western Australian Industrial Relations Commission.
- (d) Different methods of implementing 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 ordinary hours an employee, in accordance with sub-paragraphs (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 between the employer and the employee 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 sub-paragraphs (iii) and (iv) of paragraph (a) of this subclause hereof, for another day in the case of a breakdown in machinery or a failure or shortage of electric power to meet the requirements of the business in the event of rush orders or some other emergency situation.
- (ii) An employer and an employee may by agreement substitute the day an employee is to take off with another day.
- (g) Flexibility in relation to rostered days off

Notwithstanding any other provision in this clause, where the hours of work in the enterprise or section concerned are organised in accordance with sub-paragraphs (iii) and (iv) of paragraph (a) of this subclause an employer, the union or unions concerned and the majority of employees in the enterprise, 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 fluctuation in operational requirements in any year.

Where such agreement has been reached the accrued rostered days off must be taken within twelve months from the date of accrual.

The union shall be consulted about accruing rostered days off where they have members in any enterprise or the affected section or sections.

(4) Shift Work

- (a) The provisions of this clause apply to shift work whether continuous or otherwise.
- (b) An employer may work employees on shifts but before doing so shall give notice of the intention to the employees concerned and, where the union has members in areas affected by the shiftwork, to the union of the intended starting and finishing times of ordinary working hours of the respective shifts.
- (c) 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 employees employed on such afternoon or night shifts shall be paid at overtime rates.

Provided that where the ordinary hours of work are normally worked on less than five days then the provision of this paragraph shall be as if that number of consecutive shifts was substituted for five consecutive shifts.

- (d) The sequence of work shall not be deemed to be broken under paragraph (c) by reason of the fact that work on the process is not carried out on a Saturday or Sunday or any other day that the employee does not normally work for the purpose of implementing a 38-hour week or on any holiday.
- (e) A shift employee when on afternoon or night shift shall be paid, for such shift fifteen percent more than the employee's ordinary rate prescribed by this award.
- (f) All work performed on a shift the major proportion of which falls on a Saturday shall be paid for at the rate of time and one half and such allowance shall be paid in lieu of the shift allowance prescribed in paragraph (e) of this clause.
- (g) All work performed on a shift the major proportion of which falls on a Sunday shall be paid for at the rate of time and three quarters and such allowance shall be paid in lieu of the shift allowance prescribed in paragraph (e) of this clause.
- (h) All work performed on a shift the major proportion of which falls on a Public Holiday shall be paid for at the rate of double time and such allowance shall be paid in lieu of the shift allowance prescribed in paragraph (e) of this clause.
  - (i) Time worked in excess of ordinary hours on any shift shall be paid at overtime rates unless the extra hours worked:
    - (i) are due to private arrangements between the employees themselves;
    - (ii) do not exceed two hours and is due to a relieving employee not coming on duty at the proper time; or
    - (iii) are for the purpose of effecting the customary rotation of shifts.

## 6. - OVERTIME

- (1) Except as hereinafter mentioned, all work performed in excess of or outside the ordinary daily working hours Monday to Saturday inclusive shall be paid at the rate of time and one half for the first two hours and double time thereafter.
- (2) All work performed on Sundays shall be paid for at the rate of double time with a minimum payment as for three hours.
- (3) All work performed on any of the holidays prescribed in subclause (1) of Clause 8 hereof shall be paid for at the rate of double time and a half with a minimum payment as for three hours.
- (4)
  - (a) When an employee without being notified on the previous day or earlier is required to continue working after the completion of ordinary hours on any day for more than two hours he shall be provided with any meal required or be paid \$8.15 in lieu thereof.
  - (b) If the amount of overtime required to be worked necessitates a second or subsequent meal, the employer shall provide such meal(s) or pay an amount of \$5.65 for each second or subsequent meal.
  - (c) If an employee as a consequence of receiving such notice of overtime, has provided themselves with a meal or meals and is not required to work overtime or is required to work less overtime than notified they shall be paid the amounts prescribed in paragraphs (a) and (b) of this subclause in respect of the meals provided and not then required.
  - (d) The provisions of this subclause do not apply where the employee can reasonably return home for a meal.
- (5) An employee shall not be compelled to work for more than five hours without a break for a meal.
- (6)
  - (a) When an employee is recalled to work after leaving the job he shall be paid for at least three hours at overtime rates.
  - (b) Time reasonably spent in getting to and from the job shall be counted as time worked.
- (7) Time Off In Lieu of Overtime
  - (a) By agreement between an employer and the affected employee, the employee may take paid time off instead of being paid for overtime worked.
  - (b) Such time off shall be taken at a time mutually agreed between the employer and the employee and shall be taken on the basis of one hour's time off without loss of pay during ordinary working hours for each hour of overtime worked.
  - (c) If the employee is not given the time off in lieu of overtime within 12 months from the overtime being worked or prior to the termination of their employment, the overtime shall be paid as though it would have had their been no agreement to take time off in lieu.

## 7. - SICK LEAVE

- (1)
  - (a) An employee who is unable to attend or remain at his 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 following provisions.
  - (b) Entitlement to payment shall accrue at the rate of one sixth of a week for each completed month of service with the employer.

- (c) 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 his 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. Provided further that the provisions of this subclause shall apply only to service on or after the date of the Order hereof.
- (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 the 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 he is absent on annual leave and an employee may apply for and the employer shall grant paid sick leave in place of paid annual leave.
  - (b) Application for replacement shall be made within seven days of resuming work and then only if the employee was confined to his place of residence or a hospital as a result of his personal ill health or injury for a period of seven consecutive days or more and he produces a certificate from a registered medical practitioner that he was so confined. Provided that the provisions of this paragraph do not relieve the employee of the obligation to advise the employer in accordance with subclause (3) of this clause if he is unable to attend for work on the working day next following his annual leave.
  - (c) Replacement of paid annual leave by paid sick leave shall not exceed the period of paid sick leave to which the employee was entitled at the time he proceeded on annual leave and shall not be made with respect to fractions of a day.
  - (d) Where paid sick leave has been granted by the employer in accordance with paragraphs (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid sick leave is hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the employee or, failing agreement, shall be added to the employee's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions of Clause 9. - Annual Leave.
  - (e) Payment for replaced annual leave shall be at the rate of wage applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in Clause 9. - Annual Leave 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 62 of the Western Australian Industrial Gazette at pages 1-6, the paid sick leave standing to the credit of the employee at the date of transmission from service with the transmitter 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 Act nor to employees whose injury or illness is the result of the employee's own misconduct.

#### 8. - HOLIDAYS

- (1) The following days, or the days observed in lieu shall, subject to Clause 6 hereof, be allowed as holidays without deduction of pay, namely New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties, in lieu of any of the days named in this subclause.
- (2) When any of the days mentioned in paragraph (1) hereof, falls on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday, and when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.

#### 9. - ANNUAL LEAVE

- (1) Except as hereinafter provided a period of four consecutive weeks' leave with payment as prescribed in this clause shall be allowed annually to an employee by his employer after a period of twelve months' continuous service with such employer.
- (2) (a) An employee before going on leave shall be paid wages he would have received with the addition of a 17½ per cent loading calculated on his ordinary rate of wage in respect of the ordinary time he would have worked had he not been on leave during the relevant period.
- (b) The loading prescribed by this subclause shall not apply to proportionate leave on termination.
- (3) (a) If after one month's continuous service in any qualifying twelve monthly period, an employee lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, the employee shall be paid 3.08 hours' pay at his ordinary rate of wage in respect of each completed week of continuous service in that qualifying period.
- (b) An employee whose employment terminates after he 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 lieu of that leave or, in lieu of so much of that leave as has been allowed unless -
- (i) he has been justifiably dismissed for misconduct; and
- (ii) the misconduct for which he has been dismissed occurred prior to the completion of that qualifying period.
- (4) Any time in respect of which an employee is absent from work except time for which he 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 his right to annual leave.
- (5) In special circumstances and by mutual consent of the employer and the employee, annual leave may be taken in not more than two periods.

#### 10. - CONTRACT OF SERVICE

- (1) Except in the case of casual employees, the contract of service may be terminated by notice or payment in lieu of notice given by either side in accordance with the following table:

**Period of Continuous Service**

Not more than 1 year

More than 1 year but not more than 3 years

More than 3 years but not more than 5 years

More than 5 years

**Period of Notice**

At least 1 week

At least 2 weeks

At least 3 weeks

At least 4 weeks

- (2) The period of notice that must be given by an employer when terminating an employee who is over 45 years old and who has completed at least 2 years continuous service with the employer shall be worked out by ascertaining the amount of notice required to be given under subclause (1) of this clause and increasing that notice by a further one week.
- (3) Provided that nothing in this clause entitles the employee to notice or payment in lieu of notice where they are dismissed for serious misconduct 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 the dismissal only.
- (4) If payment in lieu of notice is given, that payment must at least equal the total of all amounts that the employer would have been liable to pay to the employee had their employment continued during the notice period and must be worked out on the basis of:
  - (a) the employee's ordinary hours of work (even if they are not standard hours); and
  - (b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loadings and penalties; and
  - (c) any other amounts payable under the employee's contract of employment.
- (5) The period of notice required to be given under this clause shall not apply in the case of casual employees, trainees or employees engaged for a specific period of time or for a specific task or tasks.
- (6) Standing Down of Employees
  - (a) (i) An employer may deduct payment for any day or part of a day that an employee can not be usefully employed because of industrial action by the union party to this award or any other association or union.
  - (b) (ii) If an employee is required to attend for work on any day but because of failure or shortage of electric power or breakdown of the employer's plant, vehicle or equipment or through any other cause that the employer could not reasonably prevent, work is not provided, the employee shall be provided with two hour's pay and where the employee commences work they shall be provided with four hour's employment or be paid for four hour's worked."
- (7) The period of notice required to be given to a casual employee shall be one hour and if the required notice is not given, one hour's wages shall be paid by the employer or forfeited by the employee.
- (8) Part time Employment
  - (a) 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 averaging ordinary hours shall average less than 38 hours per week.
  - (b) 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.
  - (c) 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 having regard to the proportion the hours worked by them bears to 38 hours.

11. - RECORD

- (1) The employer shall keep a time and wages record showing the name of each employee, the nature of his 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 the provision to the extent of the information recorded.
- (2) Keeping of, and access to, employment records is provided for in sections 49D and 49E of the Industrial Relations Act, 1979.

12. - COUNTRY WORK

- (1) Where an employee is engaged or selected or advised by the employer to proceed to country work at such a distance that he cannot return to his home each night and the employee does so, the employer shall provide the employee with suitable board and lodging or shall pay the expenses reasonably incurred by the employee for board and lodging.
- (2)
  - (a) The employer shall pay all reasonable expenses including fares, transport of tools, meals and, if necessary, suitable overnight accommodation incurred by an employee who is directed by his employer to proceed to country work 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.

13. - VEHICLE ALLOWANCE

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

Rates of Hire for Use of an Employee's Own Vehicle on Employer's Business

Area and Details	Over2600 cc	Over1600cc – 2600 cc	1600cc& Under
Metropolitan Area	55.6	49.8	43.3
South West Land Division	57.0	51.1	44.1
North of 23.5 South Latitude	62.5	56.2	49.0
Rest of the State	58.8	52.8	45.8
Motor Cycle (in all areas)	19.2 cents per kilometre		

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

"South West Land Division" means the South West Land Division as defined by section 28 of the Land Act 1933-1971 excluding the area contained within the Metropolitan Area.

14. - LOCATION ALLOWANCES

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

<u>TOWN</u>	<u>PER WEEK</u>
Agnew	\$20.60
Argyle	\$54.90
Balladonia	\$21.10
Barrow Island	\$35.70
Boulder	\$8.70
Broome	\$33.10
Bullfinch	\$9.70
Carnarvon	\$17.00
Cockatoo Island	\$36.30
Coolgardie	\$8.70
Cue	\$21.10
Dampier	\$28.80
Denham	\$17.00
Derby	\$34.40
Esperance	\$6.00
Eucla	\$23.10
Exmouth	\$30.10
Fitzroy Crossing	\$41.70
Goldsworthy	\$17.80
Halls Creek	\$48.10
Kalbarri	\$7.30
Kalgoorlie	\$8.70
Kambalda	\$8.70
Karratha	\$34.50
Koolan Island	\$36.30
Koolyanobbing	\$9.70
Kununurra	\$54.90
Laverton	\$21.00
Learmonth	\$30.10
Leinster	\$20.60
Leonora	\$21.00
Madura	\$22.10
Marble Bar	\$53.10
Meekatharra	\$18.20
Mount Magnet	\$22.80
Mundrabilla	\$22.60
Newman	\$19.80
Norseman	\$18.10
Nullagine	\$53.00
Onslow	\$35.70
Pannawonica	\$26.80
Paraburdoo	\$26.70
Port Hedland	\$28.60
Ravensthorpe	\$10.90
Roebourne	\$39.70
Sandstone	\$20.60
Shark Bay	\$17.00
Shay Gap	\$17.80
Southern Cross	\$9.70

Telfer	\$48.90
Teutonic Bore	\$20.60
Tom Price	\$26.70
Whim Creek	\$34.20
Wickham	\$33.00
Wiluna	\$20.80
Wittenoom	\$46.90
Wyndham	\$51.50

- (2) Except as provided in subclause (3) of this clause, an employee who has:
- (a) a dependant shall be paid double the allowance prescribed in subclause (1) of this clause;
  - (b) a partial dependant shall be paid the allowance prescribed in subclause (1) of this clause plus the difference between that rate and the amount such partial dependant is receiving by way of a district or location allowance.
- (3) Where an employee:
- (a) is provided with board and lodging by his/her employer, free of charge; or
  - (b) is provided with an allowance in lieu of board and lodging by virtue of the award or an order or agreement made pursuant to the Act;
- such employee shall be paid  $66\frac{2}{3}$  per cent of the allowances prescribed in subclause (1) of this clause.
- (4) Subject to subclause (2) of this clause, junior employees, casual employees, part time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.
- (5) Where an employee is on annual leave or receives payment in lieu of annual leave he/she shall be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.
- (6) Where an employee is on long service leave or other approved leave with pay (other than annual leave) he/she shall only be paid location allowance for the period of such leave he/she remains in the location in which he/she is employed.
- (7) For the purposes of this clause:
- (a) "Dependant" shall mean -
    - (i) a spouse or defacto partner; or
    - (ii) a child where there is no spouse or defacto partner;

who does not receive a location allowance or who, if in receipt of a salary or wage package, receives no consideration for which the location allowance is payable pursuant to the provisions of this clause.
  - (b) "Partial Dependant" shall mean a "dependant" as prescribed in paragraph (a) of this subclause who receives a location allowance which is less than the location allowance prescribed in subclause (1) of this clause or who, if in receipt of a salary or wage package, receives less than a full consideration for which the location allowance is payable pursuant to the provisions of this clause.
- (8) Where an employee is employed in a town or location not specified in this clause the allowance payable for the purpose of subclause (1) of this clause shall be such amount as may be agreed between Australian Mines and Metals Association, the Chamber of Commerce and Industry of Western

Australia and the Trades and 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.

#### 15. - EQUIPMENT

- (1) The employer shall provide all equipment required for the carrying out of a job.
- (2) Where necessary such equipment shall include suitable respirators, goggles, rubber boots and/or gloves.
- (3) Such equipment shall remain the property of the employer and shall be replaced by the worker if lost by him or destroyed through his negligence; provided that facilities are made available by the employer for the safe keeping of such equipment.
- (4) The employer shall provide, free of charge, protective clothing for the use of workers. Such clothing shall be issued in good condition and shall be retained by the workers during the period of their employment. It shall be replaced by the employer when required, but no item of protective clothing shall be replaced more than twice in any one year. Such protective clothing shall include overalls and/or dustcoats.
- (5) Where the employer provides equipment and protective clothing the employee shall use such equipment and wear such protective clothing as required.

#### 16. - LONG SERVICE LEAVE

The long service leave provisions published in Volume 62 of the Western Australian Industrial Gazette at pages 1 to 6 are hereby incorporated and shall be deemed to be part of this award.

#### 17. - BEREAVEMENT LEAVE

- (1) An employee shall, on the death within Australia of a wife, husband, father, mother, brother, sister, child or stepchild, 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 his 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 ant shift roster or on long service leave, annual leave, sick leave, workers' compensation, leave without pay or on a public holiday.

#### 18. - POSTING OF AWARD AND UNION NOTICES

Space shall be provided in a mutually convenient place for the purpose of posting a copy of this award and union notices.

#### 19. - WAGES

- (1) Classifications

- (a) 'Probationary Operator' means an employee who has less than 3 months demonstrated experience in the pest control industry and who has not completed an accredited course in pest control techniques. At this level an employee shall work under direct supervision.
- (b) 'Operator Grade 1' means an employee who has completed 3 months probationary employment and who holds a provisional pest controllers license and is used to perform uncomplicated work. At this level an employee shall perform all the work of a Probationary operator and shall –
  - (i) work individually under general supervision on work that is of a routine nature;
  - (ii) be able to read, understand and work from simple plans;
  - (iii) maintain equipment and perform minor repairs; and
  - (iv) apply safety precautions to their own work within the context of established procedures.
- (c) 'Qualified Operator Grade 2' means an employee who has obtained a Certificate 2 in Pest Control as described in the Asset Maintenance National Pest Control Competency Framework and/or is licensed by the Public Health Department and who has at least 12 months demonstrated experience in the pest control industry. At this level an employee shall perform the work of all lower levels in addition to other functions outlined below –
  - (i) understands and applies quality control techniques;
  - (ii) understands and works from complex plans instructions and procedures;
  - (iii) co-ordinates work in a team environment and works individually under general instruction;
  - (iv) is responsible for assuring the quality of their own work;
  - (v) exercises good interpersonal and communication skills;
  - (vi) exercises discretion in decision making; and
  - (vii) assists in training of employees including trainees.
- (d) 'Qualified Operator Grade 3' means an employee who has obtained a certificate 3 in Pest Control as described in the Asset Maintenance National Pest Control Competency Framework and/or is licensed by the Public Health Department to carry out all forms of pest control used by the employer in the enterprise (including termite control) and uses those skills. At this level an employee shall perform the work of all lower levels and in addition shall work unsupervised and use discretion to make complex decisions involved in the performance of their duties.
- (e) 'Qualified Operator Grade 4' means an employee who is able to perform the duties of all lower levels and is used in a supervisory capacity.

(2) Wages

- (a) The minimum weekly rate of wage payable to employees under this award shall be as follows:

Adult Employees	Weekly Rate\$
Probationary Operator Under Supervision	683.20
Operator Grade 1	704.80
Qualified Operator Grade 2	736.70

Qualified Operator Grade 3	762.90
Qualified Operator Grade 4	806.10

(3) Leading Hands

Employees appointed by the employer as a Leading Hand shall be paid the following amounts in addition to the ordinary rate of pay.

	\$
(a) If placed in charge of not less than 3 and more than 10 other employees	21.20
(b) If placed in charge of more than 10 and not more than 20 other employees	32.60
(c) If placed in charge of more than 20 other employees	42.10

(4) Junior Employees

Junior Employees shall be paid the applicable percentage of the weekly wage of a Qualified Operator:

	%
Under 16 years of Age	40
At 16 years of Age	50
At 17 years of Age	60

- (5) For the purpose of this clause 'experience' shall mean experience with any employer in the pest control industry provided that the employer shall not be required to accept any or all of such experience up to the time of engagement where the employee has not been engaged in any of the classification contained within this clause for a period of twelve months or more. The onus of proof of previous experience shall rest with the employee concerned, who shall produce a certificate signed by the previous employer setting out the details of such previous experience.

20. -NATIONAL TRAINING WAGE

The parties to this award shall comply with the terms of the National Training Wage Award 2000 (C'th) [CNo. 00563/98] as varied, as though bound by clause 4. – Parties Bound, of that award.

21. - SUPERANNUATION

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

(1) Employer Contributions:

- (a) An employer shall contribute 3% of ordinary time earnings per eligible employee into one of the following Approved Superannuation Funds:
- (i) AWU Guardian Superannuation Fund; or
  - (ii) an exempted Fund allowed by subclause (4) of this clause.
- (b) Employer contributions shall be paid on a monthly basis for each week of service that the eligible employee completes with the employer.
- (c) No contributions shall be made for periods of unpaid leave, or unauthorised absences in excess of 38 ordinary hours or for periods of workers' compensation in excess of 52 weeks. No contributions shall be made in respect of annual leave paid out on termination or any other payments on termination.

(2) Fund Membership:

- (a) Contributions in accordance with subclause (1) - Employer Contributions of this clause shall be calculated by the employer on behalf of each employee from the date one month after the employee commenced employment, unless the employee fails to return a completed application to join the Fund and the employer has complied with the following:
- (i) The employer shall provide the employee with an application to join the Fund and documentation explaining the Fund within one week of employment commencing.
  - (ii) If the employee fails to return to the employer a completed application to join the Fund within two weeks of receipt, the employer shall send to the employee by certified mail, a letter setting out relevant superannuation information, the letter of denial set out in subclause (6) of this clause and an application to join the Fund.
  - (iii) Where the employee completes and returns the letter of denial, no contributions need to be made on that employee's behalf.
  - (iv) Where the employee neither completes and returns the application to join the Fund nor the letter of denial within one week of postage the employer shall advise either the Union or the Fund Administrator in writing of the employee's failure to return the completed form.
  - (v) From two weeks following the employer's advice pursuant to subparagraph (iv) of this paragraph should the employee not have returned the completed form the employer shall be under no obligation to make superannuation payments on behalf of that employee.

Provided that if at any time an employee returns a signed application form, notwithstanding a previous failure to return such form or the return of a letter of denial, the employer shall make contributions on behalf of that employee from the date of return of the signed application form.

- (b) Part time and casual employees shall not be entitled to receive the employer contribution mentioned in subclause (1) Employer Contributions of this clause unless they work a minimum average of 12 hours per week.
- (c) Casual employees who are employed for 32 consecutive working days or less shall not be entitled to the benefits of this clause.

(3) Definitions:

"Approved Fund" shall mean any fund which complies with Australian Government's Operational Standards for Occupational Superannuation.

"Ordinary time earnings" shall mean the salary, wage or other remuneration regularly received by the employee in respect of the time worked in ordinary hours and shall include shift work penalties, payments which are made for the purpose of District or Location Allowances or any other rate paid for all purposes of the award to which the employee is entitled for ordinary hours of work PROVIDED THAT "ordinary time earnings" shall not include any payment which is for vehicle allowances, fares or travelling time allowances (including payments made for travelling related to distant work), commission or bonus.

(4) Exemptions:

Exemptions from the requirements of this clause shall apply to an employer who at the date of this Order:

- (a) was contributing to a Superannuation Fund, in accordance with an Order of an industrial tribunal; OR

- (b) was contributing to a Superannuation Fund, in accordance with an Order or Award of an industrial tribunal, for a majority of employees and makes payment for employees covered by this award in accordance with that Order or Award; OR
- (c) subject to notification to the Union, was contributing to a Superannuation Fund for employees covered by this Award where such payments are not made pursuant to an Order of an industrial tribunal; OR
- (d) was not contributing to a Superannuation Fund for employees covered by this Award AND
  - (i) written notice of the proposed alternative Superannuation Fund is given to the Union; AND
  - (ii) contributions and benefits of the proposed alternative Superannuation Fund are no less than those provided by this clause; AND
  - (iii) within one month of the notice prescribed in subparagraph (i) of this paragraph being given, the Union has not challenged the suitability of the proposed Fund by notifying the Western Australian Industrial Relations Commission of a dispute.

(5) Operative Date:

This clause shall operate from the beginning of the first full calendar month following Western Australian Industrial Relations Commission approval of this clause.

(6) Letter of Denial:

The letter of denial shall be in the following form:

"To (employer)

I have received an application for membership of the non-contributory Superannuation Fund and understand:

- (1) that should I sign such form you will make contributions on my behalf; AND
- (2) that I am not required to make contributions of my own; AND
- (3) that no deductions will be made from my wages for superannuation without my consent.

However, I do not wish to be a member of the fund or have any contributions made on my behalf.

.....

(Signature)

.....

(Name)

.....

(Address)

.....

(Classification)

.....

(Date)"

#### Compliance, Nomination and Transition

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

- (a) Any such fund or scheme shall no longer be a complying superannuation fund or scheme for the purposes of this clause unless -
  - (i) the fund or scheme is a complying fund or scheme within the meaning of the Superannuation Guarantee (Administration) Act 1992 of the Commonwealth; and
  - (ii) under the governing rules of the fund or scheme, contributions may be made by or in respect of the employee permitted to nominate a fund or scheme;
- (b) The employee shall be entitled to nominate the complying superannuation fund or scheme to which contributions are to be made by or in respect of the employee;
- (c) The employer shall notify the employee of the entitlement to nominate a complying superannuation fund or scheme as soon as practicable;
- (d) A nomination or notification of the type referred to in paragraphs (b) and (c) of this subclause shall, subject to the requirements of regulations made pursuant to the Industrial Relations Legislation Amendment and Repeal Act 1995, be given in writing to the employer or the employee to whom such is directed;
- (e) The employee and employer shall be bound by the nomination of the employee unless the employee and employer agree to change the complying superannuation fund or scheme to which contributions are to be made;
- (f) The employer shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by a employee;

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

- (g) if one or more complying superannuation funds or schemes to which contributions may be made be specified herein, the employer is required to make contributions to that fund or scheme, or one of those funds or schemes nominated by the employer;
- or
- (h) if no complying superannuation fund or scheme to which contributions may be made be specified herein, the employer is required to make contributions to a complying fund or scheme nominated by the employer.

#### 22. - PAYMENT OF WAGES

- (1) (a) The employer may elect to pay employees in cash, by cheque or by means of a credit transfer to a bank, building society or credit union account in the name of the employees. The day that the credit transfer is credited to the employee's account shall be deemed to be the date of payment.
- (b) Payment shall be made within three trading days from the last day of the pay period and if in cash or by cheque shall be made during the employee's ordinary working hours.
- (c) No employer shall change its method of payment to employees without first giving them at least four weeks' notice of such change.

- (2) (a) The employer shall pay employees weekly or fortnightly in accordance with subclause (1) of this clause, by agreement with the union.
  - (b) The method of introducing a fortnightly pay system shall be by the payment of an additional week's wages in the last weekly pay before the change to fortnightly pays to be repaid by equal fortnightly deductions made from the next and subsequent pays provided the period for repayment shall not be less than 20 weeks or some other method agreed upon by the employer and the employee.
- (3) Employees, who are paid by cash or cheque, whose day off falls on a pay day shall be paid their wages upon request from the employee to the employer, prior to the employee taking the day off.
- (4) An employee who lawfully terminates his/her employment, or is dismissed for reasons other than misconduct, shall be paid all wages due to him/her by the employer on the day of termination of his/her employment or as soon as practicable after the date of termination of his employment.

#### APPENDIX - RESOLUTION OF DISPUTES REQUIREMENT

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

SCHEDULE A. – NAMED PARTIES TO THE AWARD

The Australian Workers' Union, West Australian Branch, Industrial Union of Workers

Allpest (Aust.) Pty. Ltd.

Armstrong, A.L. & T.U.

Flick, W.A. & Co. Pty. Ltd.

Fremantle Pest Control Service

Great Southern Pest and Weed Control

H.P.C. Pest and Weed Control

Kimberley Pest Control Service

Littlewoods Pest Control

Mandurah Pest Control

Morrow's Pest and Weed Control

Pilbara Pest Control

Rentokil Pty. Ltd.

VARIATION RECORD  
PEST CONTROL INDUSTRY AWARD 1982  
NO. 9 OF 1982

Delivered 19/04/82 at 62 WAIG 846

Consolidated 93(6) 03/11/93 at 73 WAIG 3157

CLAUSE NO.	EXTENT VARIATION	OF ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
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**1. Title**

	As Delivered	A9/82	19/04/82	62 WAIG 846
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	Cl.	13/09	28/04/09	89 WAIG 505
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(1A. State Wage Principles)

	Ins. Cl.	1752/91	31/01/92	72 WAIG 191
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	Cl. & Title	1457/93	24/12/93	74 WAIG 198
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(1A. State Wage Principles December 1993)

	Cl. & Title	985/94	30/12/94	75 WAIG 23
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(1A. Statement of Principles December 1994)

	Cl. & Title	1164/95	21/03/96	76 WAIG 911
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(1A. Statement of Principles March 1996)

	Cl & Title	915/96	7/08/96	76 WAIG 3368
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(1A Statement of Principles - August 1996)

	Cl & Title	940/97	14/11/97	77 WAIG 3177
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(1A. Statement of Principles - November 1997)

Cl. & Title	757/98	12/06/98	78 WAIG 2579
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(1A. Statement of Principles - June, 1998)

Del. Cl. & Title	609/99	06/07/99	79 WAIG 1843
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**1B. Minimum Adult Award Wage**

Ins. 1B	940/97	14/11/97	77 WAIG 3177
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(2),(3) & (5) rates & text	609/99	01/08/99	79 WAIG 1843
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Cl.	654/00	01/08/00	80 WAIG 3379
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Cl.	752/01	01/08/01	81 WAIG 1721
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Cl.	797/02	01/08/02	82 WAIG 1369
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Cl.	569/03	5/06/03	83 WAIG 1899 & 2509
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(9)	1197/03	1/11/03	83 WAIG 3537
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Cl.	570/04	4/06/04	84 WAIG 1521
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Cl.	576/05	07/07/05	85 WAIG 2089 & 2738
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Cl.	957/06	07/07/06	86 WAIG 1631 & 2266
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Cl.	1/07	01/07/07	87 WAIG 1487 & 2171
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Cl.	115/07	01/07/08	88 WAIG 773 & 1389
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Cl.	1/09	01/10/09	89 WAIG 735 & 1821
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Cl.	2/10	01/07/10	90 WAIG 568 & 1227
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Cl.	2/11	01/07/11	91 WAIG 1008 & 1639
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Cl.	2/12	01/07/12	92 WAIG 1382
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Cl.	1/13	01/07/13	93 WAIG 1048
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Cl.	1/14	01/07/14	unreported14
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## 2. Arrangement

Ins. 2A	1069/88	06/10/88	69 WAIG 69
Cl.	736/89	01/10/89	69 WAIG 3067
Del. 2A	1940/89	8/9/89	69 WAIG 2913
Ins. 2A, Ins. 22	1644 & 1852/89(R)	15/03/90	70 WAIG 1865
Ins. 1A	1752/91	31/01/92	72 WAIG 191
Del. Sch. Resp. Ins. Sch. A & B	687/93	08/07/93	73 WAIG 2783
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 1843
Ins. Cl.	223/00	18/10/02	82 WAIG 2956
Cl.	13/09	28/04/09	89 WAIG 505
Cl.	2/11	01/07/11	91 WAIG 1008 & 1639
Cl.	2/12	01/07/12	92 WAIG 1382

### (2A. State Wage Principles - September 1988)

Ins. Cl.	1069/88	06/10/88	69 WAIG 69
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Del. Cl.	1940/89	8/9/89	69 WAIG 2913
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(2A. State Wage Principles - September 1989)

Ins. Cl.	1644 & 1852/89(R)	15/03/90	70 WAIG 1865
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Del Cl.	13/09	28/04/09	89 WAIG 505
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### 3. Area and Scope

As Delivered	A9/82	19/04/82	62 WAIG 846
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(4. Term)

As Delivered	A9/82	19/04/82	62 WAIG 846
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Del Cl.	13/09	28/04/09	89 WAIG 505
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### 5. Hours

Cl.	1644 & 1852/89(R)	15/03/90	70 WAIG 1865
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Ins. Cl.	223/00	18/10/02	82 WAIG 2956
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### 6. Overtime

As Delivered	A9/82	19/04/82	62 WAIG 846
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(1), (4) & (7)	223/00	18/10/02	82 WAIG 2956
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### 7. Sick Leave

As Delivered	A9/82	19/04/82	62 WAIG 846
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### 8. Holidays

As Delivered	A9/82	19/04/82	62 WAIG 846
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## 9. Annual Leave

(5)	1644 & 1852/89(R)	15/03/90	70 WAIG 1865
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## 10. Contract of Service

As Delivered	A9/82	19/04/82	62 WAIG 846
Ins. Cl.	223/00	18/10/02	82 WAIG 2956

## 11. Record

As Delivered	A9/82	19/04/82	62 WAIG 846
(2) Ins text.	491/98	16/04/98	78 WAIG 1471
(2)	13/09	28/04/09	89 WAIG 505

## 12. Country Work

As Delivered	A9/82	19/04/82	62 WAIG 846
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## 13. Vehicle Allowance

As Delivered	A9/82	19/04/82	62 WAIG 846
(3).	223/00	18/10/02	82 WAIG 2956

## 14. Location Allowances

Cl.	437/82	01/07/82	62 WAIG 2359
Text (1), Ins. (12) & (13)	291/83	01/07/83	63 WAIG 1537
Cl.	291/83	09/12/83	64 WAIG 5
Cl.	477/84	01/07/84	64 WAIG 1235

Cl.	397/85	01/07/85	65 WAIG 1349
Cl.	409/86	01/07/86	66 WAIG 1149
Cl.	603/87	01/07/87	67 WAIG 1094
Cl.	1353/87	31/12/87	68 WAIG 996
Cl.	517/88	01/07/88	68 WAIG 1686
(1),(13)	834/89	01/07/89	69 WAIG 3217
Cl.	778 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
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

#### 15. Equipment

Ins. (5)	1644 & 1852/89(R)	15/03/90	70 WAIG 1865
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#### 16. Long Service Leave

As Delivered	A9/82	19/04/82	62 WAIG 846
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#### 17. Bereavement Leave

As Delivered	A9/82	19/04/82	62 WAIG 846
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#### 18. Posting of Award and Union Notices

As Delivered	A9/82	19/04/82	62 WAIG 846
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#### 19. Wages

Cl.	1069/88	06/10/88	69 WAIG 69
Cl.	1644 & 1852/89(R)	15/03/90	70 WAIG 1865

Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
(1) Rates & insert text	609/99	01/08/99	79 WAIG 1843
Cl.	654/00	01/08/00	80 WAIG 3379
Cl.	752/01	01/08/01	81 WAIG 1721
Cl.	797/02	01/08/02	82 WAIG 1369
Ins. Cl.	223/00	18/10/02	82 WAIG 2956
Cl.	569/03	05/06/03	83 WAIG 1899 & 2509
Cl.	570/04	04/06/04	84 WAIG 1521 & 1966
Cl.	576/05	07/07/05	85 WAIG 2089 & 2738
Cl.	957/06	07/07/06	86 WAIG 1631 & 2266
Cl.	1/07	01/07/07	87 WAIG 1487 & 2171
Cl.	115/07	01/07/08	88 WAIG 773 & 1389
(2)	13/09	28/04/09	89 WAIG 505
Cl.	1/09	01/10/09	89 WAIG 735 & 1821
Cl.	2/10	01/07/10	90 WAIG 568 & 1227
Cl.	2/11	01/07/11	91 WAIG 1008 & 1639
Cl.	2/12	01/07/12	92 WAIG 1382
Cl.	1/13	01/07/13	93 WAIG 1048
Cl.	1/14	01/07/14	unreported14

## 20. Definitions

Cl.	1644 & 1852/89(R)	15/03/90	70 WAIG 1865
Ins. Cl.	223/00	18/10/02	82 WAIG 2956

(21. Junior Employees - Special Orders)

Ins. Cl.	69/85	04/07/85	65 WAIG 1331
Del. Cl.	1333/87	16/12/87	68 WAIG 385

**21. Superannuation**

Ins. Cl.	736/89	01/10/89	69 WAIG 3067
Ins. Text	599/98	30/06/98	78 WAIG 2559

**22. Payment of Wages**

Ins. Cl.	1644 & 1852/89(R)	15/03/90	70 WAIG 1865
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**Appendix - Resolution of Disputes Requirement**

Ins. Appendix	693/96	16/07/96	76 WAIG 2768
(1),(6), Del. (7)	2053/97	22/11/97	77 WAIG 3079

(Schedule of Respondents)

Rename Sch.	687/93	08/07/93	73 WAIG 2783
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(Schedule A – Respondents)

Del Sch.	13/09	28/04/09	89 WAIG 505
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**Schedule A – Named Parties to the Award**

Ins Sch.	13/09	28/04/09	89 WAIG 505
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(Schedule B. - Parties To The Award)

Ins. Sch.	687/93	08/07/93	73 WAIG 2783
Del Sch.	13/09	28/04/09	89 WAIG 505

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

Ins. Appendix	694/96	16/07/96	76 WAIG 2789
(1) ins. Text	2053/97	22/11/97	77 WAIG 3138
App.	491/98	16/04/98	78 WAIG 1471
Del App	13/09	28/04/09	89 WAIG 505