

# Sheet Metal Workers' Award No. 10 of 1973

## 1. - TITLE

This award shall be known as the Sheet Metal Workers' Award No. 10 of 1973 and replaces Award No. 7 of 1952 as amended.

## 2. - ARRANGEMENT

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## 3. - DEFINITIONS

(1) **General:**

- (a) means sheets of metal, ten gauge or lighter.
- (b) means work on site in or in connection with:-
  - (i) the construction of a large industrial undertaking;
  - (ii) any large civil engineering project;
  - (iii) the construction or erection of the fifth and subsequent storeys of any multi-storeyed building but only until the exterior walls have been erected and the windows completed and a lift made available to carry the worker between the ground floor and the floor upon which he is required to work;
  - (iv) the construction, erection or alteration of any other building, structure or civil engineering project which the employer and the union or unions concerned agree or, in the event of disagreement, which the Board of Reference declares to be construction work for the purposes of this award.

(2) **Classification Structure and Definitions:**

- (a) The following classifications and definitions shall supersede the old task and craft based definitions which are now contained in Appendix 1 - Old Classifications and Definitions 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. T.A.F.E.).
- (b) 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 N.M.E.S.T.B. and the training providers, appropriate credits or exemptions will be given for training already completed, or experience and skills already obtained.
- (c) 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 will be subject to the testing and competency standards set down by the N.M.E.S.T.B. and recognised in Western Australia by the appropriate State Training Authority and shall be in accordance with the training clause contained in this Award.

WAGE GROUP	CLASSIFICATION TITLE	MINIMUM REQUIREMENT	TRAINING
C10	Engineering Tradesperson - Level I Production Systems Employee	Trade Certificate or Production/Engineering Certificate III.	or Certificate
C11	Engineering/Production Employee - Level IV	Production/Engineering Certificate II.	Certificate
C12	Engineering/Production Employee - Level III	Production/Engineering Certificate I.	Certificate
C13	Engineering/Production Employee - Level II	In-house Training.	
C14	Engineering/Production Employee - Level I	Up to 38 hours induction training.	

## **WAGE GROUP: C14**

### **ENGINEERING/PRODUCTION EMPLOYEE - LEVEL I**

**(Relativity to C10 - 78%)**

An Engineering/Production Employee - Level I 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 layout, 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) Is undertaking structured training so as to enable them to work at C13 level.

## **WAGE GROUP: C13**

### **ENGINEERING/PRODUCTION EMPLOYEE - LEVEL II**

**(Relativity to C10 - 82%)**

An Engineering/Production Employee - Level II 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 C14 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;
- cleans boilers;
- maintains simple records;
- uses hand trolleys and pallet trucks;

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

WAGE GROUP: C12

ENGINEERING/PRODUCTION EMPLOYEE - LEVEL III

(Relativity to C10 - 87.4%)

An Engineering/Production Employee - Level III has completed a Production/Engineering Certificate I or equivalent training 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 C13 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 which requires exercising skills and knowledge beyond that of an employee at Level C13;

non-trade engineering skills;

basic tracing and sketching skills;

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

basic inventory control in the context of a production process;

basic keyboard skills;

advanced soldering techniques;

boiler attendant;

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

ability to measure accurately;

assists one or more tradespersons;

welding which requires the exercise of knowledge and skills above level C13;

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

WAGE GROUP: C11

ENGINEERING/PRODUCTION EMPLOYEE - LEVEL IV

(Relativity to C10 - 92.4%)

An Engineering/Production Employee - Level IV 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 C12 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 C12 level;

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 C12;

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

lubricates production machinery equipment;

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

WAGE GROUP: C10

ENGINEERING TRADESPERSON - LEVEL I

An Engineering Tradesperson - Level I holds a Trade Certificate or Tradespersons Rights Certificate as an:

Engineering Tradesperson (electrical/electronic) - Level I; or

Engineering Tradesperson (mechanical) - Level I; or

Engineering Tradesperson (fabrication) - Level I;

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

An Engineering Tradesperson - Level I works above and beyond an employee at C11 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 C11;
- (iv) Exercises discretion within the scope of this grade;
- (v) Performs work under limited supervision either individually or in a team environment;
- (vi) Operates all lifting equipment incidental to their work;
- (vii) Performs 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.

#### **PRODUCTION SYSTEMS EMPLOYEE**

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

A Production Systems employee works above and beyond an employee at C11 and to the level of their training:

- (i) Understands and applies quality control techniques;
- (ii) Exercises good interpersonal communications skills;
- (iii) Exercises discretion within the scope of this grade;
- (iv) Exercises keyboard skills at a level higher than C11;
- (v) Performs work under general supervision either individually or in a team environment;
- (vi) Is able to inspect products and/or materials for conformity with established operational standards.

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

approves and passes first off samples and maintains quality of product;

works from production drawings, prints or plans;

operates, sets up and adjusts all production machinery in a plant including production process welding to the extent of training;

can perform a range of engineering maintenance functions including;

- removal of 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;
- first class engine drivers' certificate;
- has high level stores and inventory responsibility beyond the requirements of an employee at C11;
- assists in the provision of on the job training in conjunction with tradespersons and trainers;
- has a sound knowledge of the employers operations as it relates to the production process.

#### 4. - SCOPE

This award shall apply to workers employed to do work in galvanised iron, sheet-tin and other sheet metal, including stove and oven making and repairing, canister making, gas meter making and repairing, manufacture of metal furniture, making and repairing circulating radiators, Porcelain Enamelling wet and dry.

#### 5. - 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 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.
  - (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) 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).
- (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 a.m. and 6.00 p.m. Provided that the spread of hours may be altered by agreement between the employer and the majority of employees in the plant or 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 a.m. 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 10 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 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);
    - (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 subparagraphs (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.
    - (aa) except where the employee is required to transfer to shiftwork;
    - (bb) an employee may be required to work shiftwork in accordance with Clause 31. - Shift Work of this Award.
- (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 (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, 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 of 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 in a manner to suit the convenience of the employer.
  - (iii) Refreshments may be taken by employees during the rest period but the period of seven minutes shall not be exceeded under any circumstances.
  - (iv) An employer who satisfies the Commission that any employee has breached any condition expressed or implied in this paragraph may be exempted from liability to allow the rest period.
  - (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.
  - (vi) On construction work on which the majority of employees are employed under this award, in addition to the rest period referred to in this paragraph but subject to the same conditions, a rest period of seven minutes shall be allowed as soon as possible after the end of the second hours' work following the meal interval unless the employees concerned prefer to do without such rest period, but the provisions of this paragraph only apply to an employee on any day on which he is required for overtime for half an hour or more immediately following his ordinary finishing time.
- (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 12.00 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 employees shall average 38 per week (inclusive of crib time) and shall not exceed 152 hours in twenty-eight consecutive days.

Provided that, where the employer and the majority of 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 10 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);
    - (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 subparagraphs (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 the 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 subparagraphs (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 10. - 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 deputy, 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

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 subparagraph (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 subparagraphs (iii) and (iv) of paragraph (a) of subclause (3) hereof, 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 subparagraphs (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 (5) 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 this clause 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 respect to special, anomalous or extraordinary problems as prescribed in paragraph (c) of subclause (3) of this clause.

#### 6. - WAGES AND SUPPLEMENTARY PAYMENT

- (1) The minimum award rate payable weekly to adult employees (other than apprentices) classified under a defined level as specified in Clause 3. - Definitions, shall be made up of a base rate, plus a supplementary payment and safety net adjustment, giving a total award rate as follows: -

	BASE RATE PER WEEK \$	SUPPLEMENTARY PAYMENT \$	SAFETY NET ADJUSTMENT \$	TOTAL RATE PER WEEK \$
Level C14	284.80	40.60	340.50	665.90
Level C13	299.50	42.60	341.10	683.20
Level C12	319.20	45.40	341.90	706.50
Level C11	337.40	48.10	342.60	728.10
Level C10	365.20	52.00	345.70	762.90

- (2) Supplementary Payments:
  - (a) Where an employee is in receipt of a rate of pay which exceeds the Award Rate Per Week prescribed in sub-clause (1) hereof, whether such payment is being made by virtue of any order, industrial agreement or other agreement or arrangements, then such rate will be deemed to be inclusive of the Supplementary Payment.
  - (b) Overtime, shift allowances, penalty rates, disability allowances, special rates, fares, and travelling time allowances and any other work-related allowances prescribed by this award shall not be offset against Supplementary Payments.
  - (c) Alterations to the base rate and supplementary payments, arising out of the variation occurring on 15th May 1996 to reflect the percentage relativities in Clause 3. - Definitions of this Award for each classification level, shall not provide cause to allow an increase or decrease of an employee's total remuneration if the total remunerations in excess of the award rate per week prescribed in sub-clause (1) hereof.
  - (d) The rates of pay in this award include arbitrated safety net adjustments available since December 1993, under the Arbitrated Safety Net Adjustment Principle.

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

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

- (3) Junior Workers - Wage per week expressed as a percentage of the rate prescribed for an employee classified as Level C13:-

	%
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

- (4) Apprentices - Wage per week expressed as a percentage of the award rate for a Level C10 classification:-

Five Year Term	%
First Year	40
Second Year	48
Third Year	55
Fourth Year	75
Fifth Year	88
Four Year Term	%
First Year	42
Second Year	55
Third Year	75
Fourth Year	88
Three and a Half Year Term	%
First Six Months	42
Next Year	55
Next Year	75
Final Year	88
Three Year Term	
First Year	55
Second Year	75
Third Year	88

- (5) Construction Allowance:

- (a) In addition to the appropriate rates of pay prescribed in this clause, a worker shall be paid -
- (i) \$37.20 per week if engaged on the construction of a large industrial undertaking or any large civil engineering project.
  - (ii) \$33.40 per week if engaged on a multistorey building, but only until the exterior walls have been erected and the windows completed and a lift made available to carry the employee between the ground floor and the floor upon which he/she is required to work. A multistorey building, when completed, will consist of at least five storeys.
  - (iii) \$19.70 per week if engaged otherwise on construction work falling within the definition of construction work in Clause 3. - Definitions of this award.

- (b) Any dispute as to which of the aforesaid allowances apply to particular work shall be determined by the Board of Reference.
- (c) An allowance paid under this subclause includes any allowance otherwise payable under Clause 7. - Special Rates and Provisions of this award, except the allowance for work at heights.

(6) Leading Hands:

In addition to the appropriate total wage prescribed in this clause, a leading hand shall be paid:

\$

- (a) If placed in charge of not less than three and more than 10 other employees 21.00
- (b) If placed in charge of more than 10 and not more than 20 other employees 32.20
- (c) If placed in charge of more than 20 other employees 41.60

- (7) A casual worker shall be paid 20 per cent of the ordinary rate in addition to the ordinary rate for the calling in which he/she is employed.
- (8) The rate prescribed in this award for any classification is not amended by this clause and shall not, for the purposes of any other award, order, industrial agreement or other agreement, be deemed to have been so amended.

(9) Structural Efficiency:

- (a) Arising out of the decision of the State Wage Case on 8th September 1989 and in consideration of the wage increases resulting from the first structural efficiency adjustment operative from the commencement of the first pay period beginning on or after 3 November 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 metal and engineering 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. 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 37. - Training of this award, matters concerning training and, subject to paragraph (e) hereof, any other measures consistent with the objectives of paragraph (b) hereof.
- (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 an Award provision and by agreement of the parties involved shall be subject to the following requirements:-
  - (i) The changes sought shall not affect 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 and take precedence over any provision of this Award to the extent of any inconsistency.
- (f) Any disputes arising in relation to the implementation of subclause (c) and (d) hereof shall be subject to the provisions of Clause 27. - Avoidance of Industrial Disputes of this award.
- (10) Liberty to Apply:
- Liberty is reserved for the parties to this Award to pursue the inclusion of classification levels in excess of those currently contained in subclause (1) of this Clause.

#### 6A. - MINIMUM 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.

7. - SPECIAL RATES AND PROVISIONS

(1) Height Money:

An employee shall be paid an allowance of \$2.05 for each day work is carried out at a height of 15.5 metres or more above the nearest horizontal plane, but this provision does not apply to linespersons nor to riggers and splicers on ships or buildings.

(2) Dirt Money:

An employee shall be paid an allowance of 43 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.

(3) Grain Dust:

Where any dispute arises at a bulk grain handling installation due to the presence of grain dust in the atmosphere and the Board of Reference determines that employees employed under this award are unduly affected by that dust, the Board may, subject to such conditions as it deems fit to impose, fix an allowance or allowances not exceeding 71 cents per hour.

(4) Confined Space:

An employee shall be paid an allowance of 51 cents per hour when, because of the dimensions of the compartment or space where work is being performed, such employee is required to work in a stooped or otherwise cramped position or without proper ventilation.

(5) Hot Work:

An employee shall be paid an allowance of 43 cents per hour when working in the shade in any place where the temperature is raised by artificial means to between 46.1° and 54.4° celsius.



- (6) (a) Where, in the opinion of the Board of Reference, the conditions under which work is to be performed are, by reason of excessive heat, exceptionally oppressive, the Board may -
- (i) fix an allowance, or allowances, not exceeding the equivalent of half the ordinary rate;
  - (ii) fix the period (including a minimum period) during which any allowance so fixed is to be paid; and
  - (iii) prescribe such other conditions, relating to the provision of protective clothing or equipment and the granting of rest periods, as the Board sees fit.
- (b) The provisions of paragraph (a) of this subclause do not apply unless the temperature in the shade at the place of work has been raised by artificial means beyond 54.4 degrees celsius.
- (c) An allowance fixed pursuant to paragraph (a) of this subclause includes any other allowance which would otherwise be payable under this clause.

(7) Percussion Tools:

An employee shall be paid an allowance of 25 cents per hour when working a pneumatic rivetter of the percussion type and other pneumatic tools of the percussion type.

(8) Chemical, Artificial Manure and Cement Works:

An employee, other than a general labourer, in chemical, artificial manure and cement works shall, in respect of all work done in and around the plant outside the machine shop, be paid an allowance calculated at the rate of \$10.50 per week. The allowance shall be paid during overtime but shall not be subject to penalty additions. An employee receiving this allowance is not entitled to any other allowance under this clause.

(9) Abattoirs and Tallow Rendering Works:

An employee employed in and about an abattoir or in a rendering section of a tallow works shall be paid an allowance calculated at the rate of \$13.90 per week. The allowance shall be paid during overtime but shall not be subject to penalty additions. An employee receiving this allowance is not entitled to any other allowance under this clause.

(10) A worker who is required to work from a ladder shall be provided with an assistant on the ground where it is reasonably necessary for the worker's safety.

(11) Special Rates Not Cumulative: Where more than one of the disabilities entitling a worker to extra rates exists on the same job, the employer shall be bound to pay only one rate, namely - the highest for the disabilities so prevailing. Provided that this subclause shall not apply to Confined Space, Dirt Money or Height Money, the rates for which are cumulative.

(12) 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 his workers when engaged on work for which some protective equipment is reasonably necessary.
- (b) A worker shall sign an acknowledgement when he receives any article of protective equipment and shall return that article to the employer when he has finished using it or on leaving his employment.
- (c) A worker to whom an article of protective equipment has been issued shall not lend that article to another worker and if he does, both he and that other worker shall be deemed guilty of wilful misconduct.

- (d) An article of protective equipment which has been used by a worker shall not be issued by the employer to another worker until it has been effectively sterilised but this paragraph only applies where sterilisation of the article is practicable and is reasonably necessary.
- (13) A worker employed at the Alumina Refinery, Kwinana on construction work in areas 40, 30, 35(k), 45, 25, 35(f) (where operating), 35(d) (where operating), 35(c) (where operating), 50 (where operating), 36 (A to E tanks inclusive) shall be supplied with overalls and boots by the employer.
- (14) Any dispute under this clause may be determined by the Board of Reference.

#### 8. - 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 purposes of this subclause, ordinary hours shall mean the hours of work fixed in an establishment in accordance with Clause 5. - Hours.
- (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 paragraph (d) or (h) of subclause (1) of Clause 5. - Hours applies.
- (e) In computing overtime each day shall stand alone but when an employee works overtime which continues beyond midnight on any day, the time worked after midnight shall be deemed to be part of the previous day's work for the purpose of this subclause.
- (2) (a) The provisions of this subclause apply only to employees engaged on continuous shift work.
- (b) Subject to the provisions of paragraph (c) of this subclause all time worked in excess of or outside the ordinary working hours, 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 5. - Hours.
- (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) Except in the case of shifts to which paragraph (a) of subclause (5) of Clause 31. - Shift Work of this award applies 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 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 into 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 subparagraphs (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 employee does not report for duty; or
    - (cc) where a shift is worked by arrangement between the employees 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, the employee shall be paid at ordinary rates for the time the employee so holds in readiness.
- (f) Subject to the provisions of paragraph (g) 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 \$8.80 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 be paid \$6.00 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 of the requirement 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 the employee can reasonably go home.
- (h) If an employee to whom subparagraph (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 7. - Special Rates and Provisions of this award apply to that work.

#### 9. - PAYMENT OF WAGES

- (1) Each employee shall be paid the appropriate rate shown in Clause 6. - 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 subparagraph (i) or (ii) of paragraph (a) of subclause (3) of Clause 5. - 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 of 38 ordinary hours  
  
Subject to subclauses (3) and (4) hereof, in the case of an employee whose ordinary hours of work are arranged in accordance with subparagraphs (iii) or (iv) of paragraph (a) of subclause (3) of Clause 5. - 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 5. - Hours in subclause (3) paragraph (a) placita (iii) and (iv) 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 Clause 6. - 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 on 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 subparagraph (iii) or (iv) of paragraph (a) of subclause (3) of Clause 5. - Hours of this award and who is paid wages in accordance with paragraph (a) of subclause (2) hereof 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:

$$\begin{array}{r} \text{Total of "credits" not accrued} \\ \text{during cycle} \end{array} \quad \times \quad \begin{array}{r} \text{average weekly pay} \\ 38 \end{array}$$

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>
1st week	= average weekly pay <u>less</u> one day's pay (ie. 1/5th)
2nd and 3 <sup>rd</sup> weeks	= average weekly pay each week
4th Week	= average pay <u>less</u> credit not accrued on day of absence
	= average pay less 0.4 hours <u>x average weekly pay 38</u>

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

<u>Week of Cycle</u>	<u>Payment</u>
1st, 2nd and 3rd weeks	= average pay each week
4th week	= average pay less 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 <u>x average weekly pay 38</u>
	= 1/5th average pay <u>less</u> 1.6 hours <u>x average weekly pay 38</u>

- (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 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 moneys 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 subparagraph (iii) or (iv) of paragraph (a) of subclause (3) of Clause 5. - 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.

10. - 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 8. - 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 arrangement between the parties in lieu of any of the days named in this subclause.

- (b) When any of the days mentioned in paragraph (a) 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.
- (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 a worker need not present himself 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) shall be allowed annually to a worker by his employer after a period of twelve months continuous service with that employer.
- (b) (i) A worker before going on leave shall be paid wages he would have received in respect of the ordinary time he would have worked had he not been on leave during the relevant period.

- (ii) Subject to paragraph (c) hereof a worker 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 him as prescribed in clause 6 Wages of this award and the rates prescribed by subclauses (6) and (7) of clause 7 - Special Rates and Provisions and clause 26 - Location Allowances of this award and;
  - (bb) Subject to paragraph (c)(ii) hereof the rate prescribed for work in ordinary time by clause 31 - Shift Work of this award according to the worker's roster or projected roster, including Saturday and Sunday shifts;
  - (cc) Any other rate to which the worker is entitled in accordance with his contract of employment for ordinary hours of work; provided that this provision shall not operate so as to include any payment which is of similar nature to or is paid for the same reasons as or is paid in lieu of those payments prescribed by clause 8 Overtime clause 7 - Special Rates and Provisions, Clause 24 - Car Allowance, Clause 23 - Fares and Travelling Time or Clause 25 - Distant Work, of this award, nor any payment which might have become payable to the worker as reimbursement for expenses incurred.

(c) In addition to the payment prescribed in paragraph (b) hereof, an employee shall receive a loading calculated on the rate of wage prescribed therein. This loading shall be as follows -

- (i) Day Employees - An employee who would have worked on day work had the employee not been on leave - a loading on 17½%.
- (ii) Shift Employees - An employee who would have worked on shift work had the employee not been on leave a loading of 17½%. Provided that where the employee would have received shift loadings prescribed by Clause 15. - Shift Work, of this Award and, if applicable, payment for work on a regularly rostered sixth shift in not more than one week in any four weeks had the employee not been on leave during the relevant period and such loadings would have entitled the employee to a greater amount than the loading of 17½%, then the shift loadings and, if applicable, the payment for the said regularly rostered sixth shift shall be added to the rate of wage prescribed by paragraph (b)(ii)(aa) hereof in lieu of the 17½% loading.

Provided further, that if the shift loadings and, if applicable, the payment for the said regularly rostered sixth shift would have entitled the employee to a lesser amount than the loading of 17½%, then such loading of 17½% shall be added to the rate of wage prescribed by paragraph (b) but not including paragraph (b)(ii)(bb) hereof in lieu of the shift loadings and the said payment.

- (iii) Where annual leave is taken in accordance with paragraph (b) of subclause (10) of this clause, the loading referred to in this subclause shall be paid regardless of length of service.

Except as prescribed in subclause (5) hereof, the loading prescribed by this paragraph shall not apply to proportionate leave on termination.

- (4) If any award holiday falls within a worker's period of annual leave and is observed on a day which in the case of that worker 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) (a) A worker 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 in lieu of that leave or, in a case to which subclauses (8), (10) or (11) of this clause applies, in lieu of so much of that leave as has not 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.
  - (b) 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 of wage prescribed by paragraph (b) of subclause (3) of this clause, divided by thirty-eight, in respect of each completed week of continuous service.
- (6) Any time in respect of which a worker 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.
- (7) In the event of a worker being employed by an employer for portion only of a year, he shall only be entitled subject to subclause (5) of this clause, to such leave on full pay as is proportionate to his length of service during that period with such employer, and if such leave is not equal to the leave given to the other workers, he shall not be entitled to work or pay whilst the other workers of such employer are on leave on full pay.
- (8) 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.
- (9) The provisions of this clause shall not apply to casual workers.
- (10) Where an employer closes down his business, or a section or sections thereof, for the purpose of allowing annual leave to all or bulk of the workers in the business, or section or sections concerned, the following provisions shall apply:-
- (a) He may by giving not less than one month's notice of his intention so to do, stand off for the duration of the close-down all workers in the business or section or sections concerned.
  - (b) An employer may close down his business for one or two separate periods for the purpose of granting annual leave in accordance with this subclause. If the employer closes down his 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 workers 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 workers concerned of the proposed date of each close down before asking them for their agreement.
- (11) (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. 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 arrangement.
- (b) An employer may close down his 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 a worker 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 workers in the business, or a section or sections thereof respectively and before asking the workers 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.

- (12) Nothing herein contained shall apply to any worker who left his employment or whose employment was terminated by his employer prior to the 30th day of September, 1974.

#### 11. - UNDER-RATE WORKERS

- (1) Any worker who by reason of old age or infirmity is unable to earn the minimum wage may be paid such lesser wage as may from time to time be agreed upon in writing between the Union and the employer.
- (2) In the event of no agreement being arrived at, the matter may be referred to the Board of Reference for determination.
- (3) After application has been made to the Board, and pending the Board's decision the worker shall be entitled to work for and be employed at the proposed lesser rate.

#### 12. - APPRENTICES

- (1) The employment of apprentices shall be governed by the provisions of the Apprenticeship Regulations 1972.
- (2) Apprentices may be taken to sheetmetal working (1st Class) metal spinning (1st Class), first class welding and first class painting (Sheetmetal).
- (3) The maximum number of apprentices allowed to any employer shall be in the proportion of one apprentice to every two or fraction of two journeymen employed by him. Provided that the fraction of two shall not be less than one. Provided further than in an "approved" shop or factory the proportion shall be one apprentice for every one journeyman. For the purpose of this proviso an "approved" shop or factory shall be one to which approval (as regards one or more particular trades) has been given by the Board of Reference appointed under Clause 22 Board of Reference hereof.
- (4) Except as hereinafter provided, every agreement of apprenticeship shall be for a period of five years other than for the trade of first class painting (Sheetmetal) which shall be for a period of four years unless, with approval of the Commission such periods are reduced or deemed to have been commenced prior to the date of the agreement, provided that -
- (a) where the apprentice other than a first class painting (Sheetmetal) apprentice has completed the tenth year of schooling and has obtained the Achievement Certificate, High School Certificate or Junior Certificate of the Public Examinations Board in such subjects and at such levels as the appropriate Apprenticeship Advisory Board determines and has the vocational aptitude for the trade concerned, the period of apprenticeship shall be four years; and
  - (b) where the apprentice has completed the eleventh year of schooling and has obtained the Achievement Certificate, High School Certificate or Junior Certificate of the Public Examinations Board in such subjects and at such levels as the appropriate Apprenticeship Advisory Board determines and has the vocational aptitude for the trade concerned, he may be allowed a credit to reduce the period to three and a half years; and
  - (c) where the apprentice has completed the twelfth year of schooling and has obtained the Achievement Certificate, the High School Certificate or Leaving Certificate of the Public Examinations Board in such subjects and at such levels as the appropriate Apprenticeship Advisory Board determines and has the vocational aptitude for the trade concerned, he may be allowed a credit to reduce the period to three years.
- (5) (a) Where classes are provided by the Technical Education Division of the Education Department in the locality in which the apprentice is employed, the hours of attendance at such classes shall be -

- (i) where the period of apprenticeship is for five years - eight hours per week for the first school year and eight hours per fortnight for each of the three subsequent school years;
  - (ii) where the period of apprenticeship is for four years or less - eight hours per week for the first and second school years and eight hours per fortnight for the next school year, provided that;
- (b) Where suitable facilities for block release are provided for first class painting (sheetmetal), by the Technical Education Division of the Education Department, the period during which an apprentice to that trade is to attend vocational classes shall be six weeks in each of the first, second and third school years, consisting of two periods of three weeks respectively.
  - (c) Subject to Regulation 28 of the "Apprenticeship Regulations" an apprentice to first class painting (Sheetmetal) from any district in a country area where an appropriate technical class is not established for that trade, shall attend an approved technical centre for two weeks' training each year without loss of pay.

### 13. - TIME AND WAGES RECORD

- (1) Each employer shall keep a time and wages book showing the name of each worker, 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 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 he 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 is not available at the works when the official calls to inspect same, it shall be made available for inspection within 24 hours, either at the employer's office or at the works.

Provided that nothing in this subclause shall empower a duly accredited official of the union to enter any part of the premises of the employer, pursuant to this subclause, unless the employer is the employer or former employer of a member of the Union.

### 14. - TOOLS

The employer shall supply the whole of the tools required.

### 15. - JUNIOR WORKERS

- (1) Unapprenticed juniors may be employed in all occupations for which apprenticeship is not provided.
- (2) No junior worker under 18 years of age shall be employed as an operator of a power-driven guillotine, or as a die-setter on power presses.

### 16. - CONTRACT OF SERVICE

- (1) A contract of service to which this award applies 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.

- (2) 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 (5) of this clause and the contract terminates when that period expires.
- (3) In lieu of giving the notice referred to in subclause (2) of this clause an employer may pay the worker concerned his ordinary wages for the period of notice to which he would otherwise be entitled.
- (4) (a) Where a worker leaves his employment –
- (i) without giving the notice referred to in subclause (2) of this clause; or
  - (ii) having given such notice, before the notice expires
- he forfeits his entitlement to any moneys owing to him under this award except to the extent that those moneys exceed his ordinary wages for the period of notice which should have been given.
- (b) In a case to which paragraph (a) of this subclause applies:
- (i) the contract of service shall, for the purposes of this award, be deemed to have terminated at the time at which the worker was last ready, willing and available for work during ordinary working hours under the contract; and
  - (ii) the provisions of subclause (2) of this clause shall be deemed to have been complied with if the worker pays to the employer, whether by forfeiture or otherwise an amount equivalent to the worker's ordinary wages for the period of notice which should have been given.
- (5) The period of notice referred to in subclause (2) of this clause is:-
- (a) in the case of a casual worker, one hour;
  - (b) in any other case -
    - (i) during the first month of employment under the contract, one day; and
    - (ii) after the first month of such employment, one week.
- (6) In lieu of giving the notice referred to in subclause (2) of this clause an employer shall, in the case of a worker who has been engaged solely for construction work and who has completed one month's service with that employer, give notice to the worker on the day on which the contract of service is to end and pay the worker one week's ordinary wages: Provided that where a worker, having been offered and refused further employment at another site with the same employer, subsequently, within a fortnight of such refusal, applies to that employer for employment and is engaged to work at that other site, the one week's wages paid to him under this subclause shall be credited towards payment of any moneys due in his new employment.
- (7) (a) On the first day of engagement, a worker 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 worker, he shall be advised accordingly.
- (b) A worker shall, for the purpose of this award, be deemed to be a casual worker -
- (i) if the expected duration of employment is less than one month; or
  - (ii) if the notification referred to in paragraph (a) of this subclause is not given and the worker is dismissed through no fault of his own within one month of commencing employment.

- (8) The employer shall be under no obligation to pay for any day not worked upon which the worker is required to present himself for duty, except when such absence from work is due to illness and comes within the provisions of clause 17 - Absence through Sickness or such absence in on account of holidays to which the worker is entitled under the provisions of this award.

17. - ABSENCE THROUGH SICKNESS

- (1) (a) An employee 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 subparagraph (i) or (ii) of paragraph (a) of subclause (3) of Clause 5. - Hours so that the employee actually works 38 ordinary 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 subparagraph (iii) or (iv) of paragraph (a) of subclause (3) of Clause 5. - Hours 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 subparagraph (iii) or (iv) of paragraph (a) of subclause (3) of Clause 5. - 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 the 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 inability to attend for work, the nature of the illness or injury and the estimated duration of the absence. Provided that such advice, other than in extraordinary circumstances shall be given to the employer within 24 hours of the commencement of the absence.

- (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 employee was confined to the place of residence or a hospital as a result of the employee's 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 10. - Holidays and 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 10. - Holidays and 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 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 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) The provisions of this clause do not apply to casual employees.

#### 18. - TERM

The term of this award shall be for a period of three months from the beginning of the first pay period commencing after the date hereof.

The date of this award is the 13th day of July, 1973.

#### 19. - AREA

This award shall operate throughout the State of Western Australia.

#### 20. - JUNIOR WORKERS' CERTIFICATE

- (1) Junior workers shall furnish the employer with a certificate showing the following particulars -
  - (a) Name in full
  - (b) Age and date of birth.
  - (c) Name of each previous employer
  - (d) Length of service with each previous employer.
- (2) This certificate shall be signed by the worker.
- (3) No worker shall have any claim upon the employer for additional wages in the event of his age or length of service being wrongly stated on the certificate.
- (4) No endorsement whatever shall be made by an employer on any such certificate.

#### 21. - BREAKDOWNS

The employer shall be entitled to deduct payment for any day or portion of a day upon which the worker cannot be usefully employed because of any strike by the union or unions affiliated with it or by any other association or union, or through the breakdown of the employer's machinery or any stoppage of work by any cause which the employer cannot reasonably prevent.

#### 22. - BOARD OF REFERENCE

- (1) The Commission hereby appoints for the purposes of this award, a Board of Reference consisting of a chairman and two other members who shall be appointed pursuant to regulation 52 of the Industrial Arbitration Act (Industrial Commission) Regulations, 1974.
- (2) The Board of Reference is hereby assigned the function of allowing, approving, fixing, determining or dealing with any matter of which, under this award, may be allowed, approved, fixed, determined or dealt with by a Board of Reference.

#### 23. - FARES AND TRAVELLING TIME

- (1)
  - (a) A worker who, on any day, or from day to day is required to work at a job away from his accustomed workshop or depot shall, at the direction of his employer, present himself for work at such job at the usual starting time.
  - (b) A worker to whom paragraph (a) of this subclause applies shall be paid at ordinary rates for time spent in travelling between his 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 his home and his accustomed workshop or depot.
  - (c) A worker who with the approval of his employer uses his own means of transport for travelling to or from outside jobs shall be paid the amount of excess fares and travelling time which he would have incurred in using public transport unless he has an arrangement with his 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, shall be paid an allowance in accordance with the provisions of this subclause to compensate for excess fares and travelling from the employee's home to his/her place of work and return -
- (a) On places within a radius of 30 kilometres from GPO Perth - \$2.10 per day.
  - (b) For each additional kilometre up to 53 kilometres - 8 cents per kilometre.
  - (c) Subject to the provisions of paragraph (d) hereof, work performed at places beyond 53 kilometres from the GPO Perth shall be deemed to be outside work unless the employer and the employees, with the consent of the Union, agree in any particular case that the travelling allowance for such work shall be paid under this clause, in which case an additional allowance of 12 cents per kilometre shall be paid for each kilometre in excess of 53 kilometres.
  - (d) In respect to work carried out from an employer's depot situated more than 53 kilometres from the GPO Perth, the main Post Office in the town in which such depot is situated is substituted as the centre for the purpose of calculating the allowance to be paid to employees as follows:
    - (i) On places of work within a radius of three kilometres from such Post Officer - Nil.
    - (ii) On places of work beyond a radius of three kilometres but within a radius of 21 kilometres from such Post Officer - \$2.10 per day.
    - (iii) For each additional kilometre up to 53 kilometres - 8 cents per kilometre.
- (3) For travelling during working hours from and to the employer's place of business or from one job to another a worker 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 25 Distant Work of this award applies to the majority of the workers employed under this award on any construction work, the provisions of this clause do not apply but the provisions of subclause (7) of the said clause 25 shall be applied to each worker as if he were supplied with board and lodging.

#### 24. - CAR ALLOWANCE

- (1) Where a worker 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 worker may make any other arrangement as to car allowance not less favourable to the worker.
- (2) Where a worker 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.

Rates of Hire for Use of Worker's Own Vehicle on Employer's Business - Cents per kilometre.

1	<u>South of 26 degrees south latitude-</u>	
	<b>Area and Details</b>	
	Metropolitan area	50 cents
	South West Land Division	50 cents
	Other areas	53 cents
2	<u>North of 26 degrees south latitude-</u>	
	All areas	61 cents

#### 25. - DISTANT WORK



- (1) Where a worker is engaged or selected or advised by an employer to proceed to construction work at such a distance that he cannot return to his home each night and the worker does so, the employer shall provide the worker with suitable board and lodging or shall pay the expenses reasonably incurred by the worker for board and lodging.
- (2) The provisions of sub-clause (1) of this clause do not apply with respect to any period during which the worker is absent from work without reasonable excuse and in such a case, where the board and lodging is supplied by the employer, he may deduct from moneys owing or which may become owing to the worker 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 a worker or person engaged who is directed by his employer to proceed to the locality of the site and who complies with such direction.
  - (b) the worker 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 a worker who, after one month of employment with an employer, leaves his employment, or whose employment is terminated by his employer except for incompetency, within one working week of his commencing work on the job or for misconduct and in either instance subject to the provisions of Clause 16 - Contract of Service of this award returns to the place from whence he first proceeded to the locality, or to a place less distant than or equidistant to the place whence he first proceeded, the employer shall pay all expenses - including fares, transport of tools, meals and, if necessary, suitable overnight accommodation - incurred by the worker in so returning. Provided that the employer shall in no case be liable to pay a greater amount under this subclause than he would have paid if the worker had returned to the locality from which he first proceeded to the job.

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 worker's first or later wages but the amount so deducted shall be refunded to the worker if he continues to work for three months, or, if the work ceases sooner, for so long as the work continues.
  - (b) If the worker continues to work for the employer for at least six months the employer shall, on termination of the worker's engagement, pay the fare of the worker back from the place of work to the place of engagement if the worker so desires.
- (6) An employee to whom the provisions of subclause (1) of this clause apply shall be paid an allowance of \$22.40 for any weekend that he/she returns to his/her home from the job, but only if -
    - (a) the employer or his/her agent is advised of the intention not later than the Tuesday immediately preceding the weekend 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.
  - (6A) (1) Notwithstanding any other provisions contained in this clause and in lieu of any such provisions the following conditions shall apply to a worker who is engaged or selected or advised by an employer to proceed to construction work at such distance that he cannot return to his 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:

- (a) A worker may return to his home or to Perth or to any other place at a weekend to be mutually agreed upon between the worker and his employer:
    - (i) After four continuous months service with his employer; and in addition to the weekend the worker shall be entitled to two days leave on ordinary pay subject to the provisions of paragraph (b) hereof, and
    - (ii) After each further period of four months continuous service with his employer; and in addition to the weekend, the worker shall be entitled to two days leave, one of which days shall be on ordinary pay subject to the provisions of paragraph (b) hereof.
  - (b) Where a worker 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 his employer, on the first working day for that worker immediately following the period of leave referred to in paragraph (a) hereof, that worker shall be paid at the completion of the first pay period commencing on or after the day upon which the worker returns to work from the leave taken pursuant to paragraph (a) hereof 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.
  - (c) The entitlement to leave and travelling accruing to a worker pursuant to subclause (a) hereof 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.
- (2) Any time in respect of which a worker is absent from work except time for which he is entitled to claim payment pursuant to Clause 17. - Absence through Sickness or time spent on holidays pursuant to subclause (1) of Clause 10. - Holidays and Annual Leave shall not count for determining his rights to travel and leave under the provisions of this subclause.
  - (7) Where an employee, supplied with board and lodging by his/her employer, is required to live more than 800 metres from the job, he/she shall be provided with suitable transport to and from that job or be paid an allowance of \$9.85 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 a worker who is in the regular employment of an employer and who is sent by his employer to distant work (whether construction work or not) but the provisions of subclause (4) of this clause do not apply to such a worker.

26. - 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.

#### 27. - AVOIDANCE OF INDUSTRIAL DISPUTE

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

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

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.

#### 28. - LONG SERVICE LEAVE

The Long Service Leave provisions published in Volume 45 of the Western Australian Industrial Gazette at pages 15 to 21 inclusive are hereby incorporated in and shall be deemed to be part of this award.

#### 29. - REPRESENTATIVES INTERVIEWING WORKERS

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.

In the event of an industrial dispute existing or anticipated concerning any of the provisions of this Award the Secretary or an accredited representative of the union shall be permitted on the business premises of the employer during working hours. Provided that such officer shall not wilfully hamper or hinder the workers during their working time and he may interview any worker or converse with him during any lunch hour or non working time.

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

The employer shall keep a copy of this award in a convenient place in the workshop and he shall also provide a notice board for the posting of union notices.

### 31. - SHIFT WORK

- (1) The provisions of this clause apply to shift work whether continuous or otherwise.
  - (a) Shifts may be worked on construction work provided the employer has given the union notice of the intention to work shifts and the intended starting and finishing times of ordinary hours of the respective shifts.
  - (b) An employer may work the establishment on shifts on other than construction work 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.
- (2)
  - (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 employees employed on such afternoon or night shifts shall be paid at overtime rates.

Provided that where the ordinary hours of work normally worked in an establishment are worked on less than five days then the provision of paragraph (a) 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 any other day that the employer observes a shut down for the purpose of allowing a 38 hour week or on any holiday.
- (3) 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.
- (4) Where shift work is worked on construction work or by the contractor on commissioning tests for new plant -
  - (a) the first night shift in ordinary hours in any week shall not commence before Monday night; and
  - (b) the ordinary hours on each shift shall include crib time not exceeding twenty minutes which shall be taken in relays so as not to cause a stoppage of operations and at times convenient to the employer.
- (5)
  - (a) A shift worker engaged on construction work or on commissioning tests for new plant shall, in addition to his ordinary rate, be paid per shift of eight hours, a loading of twenty-five per cent for night shift.

- (b) In any other case a shift worker when on afternoon or night shift shall be paid, for such shift fifteen per cent more than his ordinary rate prescribed by this award.
- (c) All work performed on a rostered shift, when the major portion of such shift falls on a Saturday, Sunday or a holiday, shall be paid for as follows:
  - Saturday - at the rate of time and one half
  - Sunday - at the rate of time and three quarters
  - Holidays - at the rate of double time.
- (d) These rates shall be paid in lieu of the shift allowances prescribed in this subclause.
- (6) Where shifts are worked on construction work or on commissioning tests for new plant the day and night shifts may change weekly where there is agreement between the parties.
- (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.

### 32. - BEREAVEMENT LEAVE

- (1) A worker, other than a casual worker, shall, on the death within Australia of a wife, husband, father, mother, brother, sister, child or stepchild, be entitled on notice to 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 worker in two ordinary working days. Proof of such death shall be furnished by the worker to the satisfaction of his employer.
- (2) Payment in respect of compassionate leave is to be made only where the worker otherwise would have been on duty and shall not be granted in any case where the worker concerned would have been off duty in accordance with any shift roster or on long service leave, annual leave, sick leave, worker's compensation, leave without pay or on a public holiday.
- (3) For the purposes of this clause the pay of a worker employed on shift work shall be deemed to include any usual shift allowance.

### 33. - TRANSITIONAL PROVISIONS

- (1) Duration:

It is agreed between the parties that a transition/implementation period shall operate from the first pay period to commence on or after 15 May 1996 until the first pay period beginning on or after 15 May 1997.
- (2) Objective:

The objective of this transition/implementation period is -

  - (a) to enable all parties to the award to familiarise themselves with the new wage classification and definition structure; and
  - (b) for each plant or establishment to apply (subject to the transitional arrangements below) the new wage, classification and definition structure set out in Clause 3. - Definitions and Clause 6. - Wages and Supplementary Payments of this Award.
- (3) Transitional Arrangements:

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

- (a) From the first pay period commencing on or after 15 May 1996 an employee's new wage group shall be determined in accordance with Clause 3 - Definitions and Clause 6. - Wages and Supplementary Payments of this Award.
  - (b) Transfer to the new classification structure and definitions shall be subject to the availability of the Implementation Manual.
  - (c) The parties at each plant or enterprise shall undertake appropriate consultation in accordance with subclause (9) in Clause 6. - Wages and Supplementary Payments of this Award.
  - (d) Upon transition to the new classification structure, subject to subparagraph (c) hereof employees will perform work in accordance with the new classification structure and definitions set out in Clause 3 - Definitions of this Award in lieu of the old definitions and classification structure which is now contained in Appendix 1 - Old Classification Structure and Definitions of this Award.
  - (e) 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 27. - Avoidance of Industrial Disputes of this award.
  - (f) Wage increases arising from broad-banding and adjustment of minimum rates are subject to absorption into existing over-award payments.
- (4) Reclassification will be according to the following principles:-
- (a) Employees will transfer to the new classification structure without loss of pay in accordance with the schedule contained in Appendix 1 - Old Classification Structure and Definitions of this Award which is agreed between the parties as 'lining-up' the old classifications with the new wage groups.
  - (b) Reclassification to any higher level shall be contingent upon such additional work being available and required to be performed by the employer.
  - (c) 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:-
    - (i) The parties agree that the existing award disputes avoidance procedure shall be followed.
    - (ii) 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 the National Training Board - e.g. T.A.F.E.
  - (d) Reclassification in accordance with the provisions of this Clause shall be available one time to an employee and in order to be successful reclassification claims must be lodged with the employer in writing prior to 15 May 1997. The employer shall give receipt of the claim to the employee concerned. Future reclassification will then only be available through complying with the requirements of the definitions
  - (e) It is agreed between the parties that any employee who was reclassified as a result of the insertion of the former Appendix 1 - Classification Structure and Definitions into this Award on 16 May 1990, will not be eligible to apply for a further reclassification in accordance with the provisions of this Clause.
- (5) Review:



- (a) Prior to the expiration of the transition/implementation 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.
- (b) At the expiration of the transition/implementation period, employers will be required to have completed the transitional phase.
- (c) The parties are committed to modernising the terms of the Award and to addressing the issues associated with training prior to the expiry of the twelve month period.

#### 34. - MATERNITY LEAVE

##### (1) Eligibility for Maternity Leave

A worker 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) A worker shall include a part-time worker but shall not include a worker 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) hereof, the period of maternity leave shall be for an unbroken period of from twelve 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) A worker shall, not less than 10 weeks prior to the presumed date of confinement, give notice in writing to her employer stating the presumed date of confinement.
- (c) A worker shall give not less than four weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave, stating the period of leave to be taken.
- (d) A worker shall not be in breach of this order as a consequence of failure to give the stipulated period of notice in accordance with paragraph (c) hereof 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 worker make it inadvisable for the worker to continue at her present work, the worker 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 worker may, or the employer may require the worker 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) hereof.

##### (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 worker 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 worker 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 a worker terminates other than by the birth of a living child.
  - (b) Where the pregnancy of a worker then on maternity leave terminates other than by the birth of a living child, it shall be the right of the worker 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 worker to the employer that she desires to resume work.
- (6) Special Maternity Leave and Sick Leave
- (a) Where the pregnancy of a worker 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 a worker 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) hereof, maternity leave shall include special maternity leave.
  - (d) A worker 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 a worker who was transferred to a safe job pursuant to subclause (3), to the position she held immediately before such transfer.

Where such position no longer exists but there are other positions available, for which the worker 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) hereof does not exceed 52 weeks:

- (a) A worker 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 a worker 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 a worker but shall not be taken into account in calculating the period of service for any purpose of the award.

(9) Termination of Employment

(a) A worker 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 a worker 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) A worker 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) A worker, upon the expiration of the notice required by paragraph (a) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of a worker who was transferred to a safe job pursuant to subclause (3), 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 worker 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 Workers

(a) A replacement worker is a worker specifically engaged as a result of a worker proceeding on maternity leave.

(b) Before an employer engages a replacement worker under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the worker who is being replaced.

(c) Before an employer engages a person to replace a worker temporarily promoted or transferred in order to replace a worker 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 worker who is being replaced.

(d) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement worker.

(e) A replacement worker shall not be entitled to any of the rights conferred by this clause except where her employment continues beyond the twelve months qualifying period.

35. - 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 purposes 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 (5) of Clause 10. - Holidays and Annual Leave 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 10. - Holidays and Annual Leave 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 17. - Absence Through Sickness 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 32. - 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 8. - Overtime of this award.

### 36. - SUPERANNUATION

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

(1) Definitions:

For the purpose of this clause -

(a) "Eligible employee" means an employee who is, or becomes, a member of the superannuation fund selected in accordance with subclause (3) of this clause and who is -

(i) a weekly employee with not less than four weeks of continuous service with the employer; or

(ii) a casual employee who has -

(aa) had a start with the employer on 30 days in a period not greater than one year, provided that such period does not commence earlier than a date preceding one year from the operation of this clause; and

(bb) in the case of a junior employee, achieved an average of at least 12 hours per week and, in the case of adult employees, employment of at least six hours per week with the employer during the month immediately preceding any day the employer would, but for this definition, be required to make superannuation contributions prescribed in subclause (2) of this clause.

(b) "Ordinary time earnings" means an eligible employee's award classification rate (including supplementary payment) any regular over-award payment, tool allowance, leading hand allowance and shift loading, including week-end and public holiday rates where the shift worked is part of the employee's ordinary hours of work.

All other allowances and payments are excluded.

(c) "Act" means the Occupational Superannuation Standards Act, 1987.

(d) "Regulations" mean the Occupational Superannuation Standards Regulations.

(2) Contributions:

(a) In accordance with this clause and subject to the Trust Deed of the Fund, on behalf of each eligible employee an employer shall contribute to a superannuation fund which complies with the Act and Regulations a superannuation contribution, equivalent to 3% of such eligible employee's ordinary time earnings.

(b) Provided that upon completion of the qualifying period specified in subclause (1) of this clause, contributions on behalf of each eligible employee shall apply from the date of commencement of employment of such employee.

(c) Provided further that the contributions offered by an existing Fund of which the eligible employee is a member may be improved to the extent that they are equivalent to those prescribed by paragraph (a) of this subclause and are in accordance with the Act and Regulations.

(d) The contributions required herein shall be made to the relevant Fund in the manner and at the times specified by the terms of the Fund or any agreement between the employer and Trustees of the Fund.

(3) Superannuation Fund:

(a) The employer shall make superannuation contributions, or improvements pursuant to this clause, to any of the following Funds selected by the employer -

(i) the Westscheme Superannuation Scheme; or

(ii) any Fund agreed between the employer and eligible employees, and their Union or Unions, where applicable; or

(iii) any Fund which has application to employees in the principal business of the employer, where eligible employees covered by this Award are a minority of award-covered employees.

(b) Provided that an employer shall not be compelled to contribute to more than one Fund in respect of eligible employees employed under this Award.

(c) Subject to the terms of this clause, where there is a dispute over the choice of Fund to be utilised by an employer, the matter shall be referred to the Western Australian Industrial Relations Commission for determination.

(4) Fund Membership:

- (a) The employer shall make an eligible employee aware of his/her entitlements under this clause and offer such eligible employee the opportunity to become a member of the appropriate Fund. An eligible employee shall be required to properly complete the necessary application forms to become a member of the appropriate Fund in order to be entitled to the contributions prescribed in subclause (2) of this clause.
  - (b) In a case where an eligible employee refuses to become a member of a relevant Fund, the employer shall notify the Trustees, in writing, of such circumstances.
  - (c) In the event that an eligible employee elects not to join the Fund, the employer shall advise the employee in writing of his/her entitlements, within a period of a further six months. Should such employee subsequently complete the necessary forms and become a member of the Fund, the contributions prescribed in subclause (2) of this clause shall start from the commencement of the first pay period beginning on or after the completion of such forms.
  - (d) In a case where an eligible employee refuses to join the relevant Fund within a period of 30 days from commencement of employment, the employer shall not be required to make any contributions in respect of that employee.
- (5) Exemption:
- (a) This clause shall be deemed to be satisfied by any employer who, as at 1 July 1990 or at the date of becoming respondent to this Award, is already satisfying and continues to satisfy the requirements of subclause (2) of this clause by providing new or improved superannuation benefits or contributions equivalent to 3% of ordinary time earnings and in accordance with the Act and Regulations.
  - (b) Leave is reserved to any employer to apply for exemption from this clause on the grounds of the standard of existing superannuation arrangements provided by the employer, or the employer's financial capacity to pay.
- (6) Absence From Work:
- Subject to the Trust Deed relating to the Fund of which an employee is a member, the following provisions shall apply.
- (a) Paid Leave:  
Contributions shall continue whilst a member of a Fund is absent on paid annual leave, sick leave, long service leave, public holidays, jury service and bereavement leave.
  - (b) Unpaid Leave:  
Contributions shall not be required in respect of any absence from work without pay.
  - (c) Sickness and Work Related Injury:  
In the event of an eligible employee's absence from work due to sickness or a work related injury, contributions shall continue for the period of the absence provided that -
    - (i) the member of the Fund is receiving regular payments directly from the employer in accordance with statutory requirements or the provisions of this Award;
    - (ii) the duration of the absence does not exceed 52 weeks in total for each injury or sickness.
    - (iii) the person remains an employee of the employer.
- (7) No Reduction:

Nothing contained herein shall serve to reduce any superannuation entitlement which an employee was receiving at the time provisions contained in this clause became effective.

#### 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.

#### 37. - 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 workforce;
  - (b) providing employees with career opportunities through appropriate training to acquire additional skills; and

- (c) removing barriers to the utilisation of skills acquired.
- (2) Following proper consultation in accordance with subclause (7) in Clause 6. - 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;
  - (c) the need to develop vocational skills relevant to the enterprise and the metal and engineering industry through courses conducted by accredited educational institutions and providers.
- (3) Where it is agreed that a training committee be established, such training committee shall be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, for example -
- (a) formulation of a training programme and availability of training courses and career opportunities to employees;
  - (b) dissemination of information on the training programme and availability of training courses and career opportunities to employees;
  - (c) the recommending of individual employees for training and reclassification;
  - (d) monitoring and advising management and employees regarding the ongoing effectiveness of the training.
- (4) (a) Where, as a result of consultation in accordance with subclause (7) of Clause 6. - 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 disputes arising in relation to subclauses (2) and (3) hereof shall be subject to the provisions of Clause 27. - Avoidance of Industrial Disputes, of this Award.

### 38. - TRAINEESHIPS

- (1) Scope:



- (a) This clause shall apply to persons -
  - (i) who are undertaking a traineeship (as defined); and
  - (ii) who are employed by an employer bound by this Award.
- (b) This clause does not apply to the Apprenticeship system.

(2) Objectives:

- (a) This clause facilitates a system of traineeships which provides approved training in conjunction with employment in order to enhance skill levels and future employment prospects of Trainees, particularly young persons and long term unemployed persons; and
- (b) this clause provides conditions of employment, including rates of pay, required to be observed regarding persons employed under the Traineeship Scheme; and
- (c) existing full time employees shall not be displaced from employment by a Trainee.

(3) Limited Operation (ATS and CST):

The wage rates prescribed herein and relative to the Australian Traineeship System (ATS) or the Career Start Traineeships (CST) shall not apply to any employer bound by this Award, except in relation to ATS and CST Trainees who commenced a traineeship with the employer before 28 July 1995.

(4) Definitions:

“Appropriate State Legislation” means the State Employment and Skills Development Authority Act 1990, or any successor legislation.

“Approved Training” means training undertaken both on and off the job in a Traineeship and shall involve formal instruction, both theoretical and practical, and supervised practice in accordance with a Traineeship Scheme approved and accredited by the Training Authority.

“Traineeship Agreement” means an agreement made subject to the terms of this Award between an employer and the Trainee for a Traineeship and which is registered with the Training Authority. A Traineeship Agreement shall only operate when made in accordance with the relevant approved Traineeship Scheme.

“Traineeship Scheme” means the Metal and Engineering Industry Traineeship, Australian Traineeship System or Career Start Traineeship approved by the State Training Authority, or any other Traineeship Scheme for employees covered by this Award and approved by the Training Authority after consultation and negotiation with the Union.

“Training Authority” means -

- (a) the State Employment and Skills Development Authority and any successor; or
- (b) the National Employment and Training Taskforce where such gives interim approval to a Training Scheme and thereafter until that scheme is finally approved by the body referred to in (a) hereof.

(5) Training Conditions:

- (a) The Trainee shall attend an approved training course or training programme prescribed in the Traineeship Agreement, or as notified to the Trainee by the Training Authority in accredited and relevant Traineeship Schemes.

- (b) A Traineeship shall not commence until the Traineeship Agreement, made in accordance with the Traineeship Scheme, has been signed by the employer and the trainee and lodged for registration with the Training Authority, provided that if the Traineeship Agreement is not in a standard format, a Traineeship shall not commence until the Traineeship Agreement has been registered with the Training Authority. The employer shall permit the Trainee to attend the training course or programme provided for in the Traineeship Agreement and shall ensure the Trainee receives the appropriate on-the-job training.
  - (c) The employer shall provide an appropriate level of supervision during the traineeship period.
  - (d) The over-all training programme will be monitored by officers of the Training Authority and training records or work books shall be provided if required to be utilised as part of this monitoring process.
- (6) Employment Conditions:
- (a) A Trainee shall be engaged as a full time employee for a maximum duration of one year, provided that a Trainee shall be subject to a satisfactory probation period of one month which may be reduced at the discretion of the employer. By agreement in writing, and with the consent of the Training Authority, the relevant employer and the Trainee may vary the duration of the Traineeship and the extent of approved training, provided that any agreement to vary is in accordance with the relevant Traineeship Scheme.
  - (b)
    - (i) An employer shall not terminate the employment of a Trainee without firstly having provided written notice of termination to the Trainee concerned, in accordance with the Traineeship Agreement, and to the Training Authority.
    - (ii) An employer who decides not to continue the employment of a Trainee upon completion of the traineeship shall notify, in writing, the Training Authority of that decision.
  - (c) The Trainee is permitted to be absent from work without loss of continuity of employment and/or wages to attend the training in accordance with the Traineeship Agreement and the Trainee will attend such training.
  - (d) Where the employment of a Trainee by an employer is continued after completion of the traineeship period, such traineeship period shall be counted as service for the purposes of this Award.
  - (e) All other terms and conditions of this Award that are applicable to the Trainee, or would be applicable to the Trainee but for this clause, shall apply unless specifically varied by this clause.
  - (f) A Trainee who fails to either complete the Traineeship or who cannot, for any reason, be placed in full time employment with the employer on successful completion of the Traineeship, shall not be entitled to any severance payment.
  - (g)
    - (i) Overtime and shift work shall not be worked by a Trainee except in circumstances where the section in which the trainee is receiving on-the-job training is required to work overtime, or the work of that section is normally carried out by shifts and there is satisfactory provision for approved training.
    - (ii) A Trainee shall not work overtime alone.
    - (iii) The Trainee wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by this Award.

(7) Wages:

- (a) (i) The minimum rates of wages payable weekly to Trainees are as provided in paragraphs (b) or (d) of this subclause.
- (ii) These wage rates will only apply to Trainees while they are undertaking an approved traineeship which includes approved training as defined in this clause.
- (iii) The wages prescribed by this clause do not apply to complete trade level training which is covered by the apprenticeship system.
- (b) Traineeships (excluding ATS and CST):

\*Figures in brackets indicate the average proportion of time spent on approved training to which the associate wage rate is applicable. Where not specifically indicated, the average proportion of time spent in structured training which has been taken into account in setting the rate is 20%.

- (i) Industry/Skill Level A:

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at industry/skill Level A -

HIGHEST YEAR OF SCHOOLING			
School Leaver	Year 10	Year 11	Year 12
	\$	\$	\$
	197.00 (50%)*	245.00 (33%)	337.00
	229.00 (33%)	273.00 (25%)	
plus 1 year out of school	273.00	337.00	389.00
plus 2 years	337.00	389.00	455.00
plus 3 years	389.00	455.00	521.00
plus 4 years	441.00	521.00	
plus 5 years/more	521.00		

- (ii) Industry/Skill Level B:

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at industry/skill Level B -

HIGHEST YEAR OF SCHOOLING			
School Leaver	Year 10	Year 11	Year 12
	\$	\$	\$
	197.00 (50%)*	245.00 (33%)	328.00
	229.00 (33%)	273.00 (25%)	
plus 1 year out of school	273.00	328.00	374.00
plus 2 years	328.00	374.00	440.00
plus 3 years	374.00	440.00	503.00
plus 4 years	440.00	503.00	
plus 5 years/more	503.00		

- (iii) Industry/Skill Level C:

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at industry/skill Level C -

HIGHEST YEAR OF SCHOOLING			
School Leaver	Year 10	Year 11	Year 12
	\$	\$	\$
	197.00 (50%)*	245.00 (33%)	324.00
	229.00 (33%)	273.00 (25%)	
plus 1 year out of school	273.00	324.00	364.00
plus 2 years	324.00	364.00	408.00

plus 3 years	364.00	408.00	458.00
plus 4 years	408.00	458.00	
plus 5 years/more	458.00		

(c) For the purposes of this subclause, “out of school” shall refer only to periods out of school beyond Year 10 and shall be deemed to -

- (i) include any period of schooling beyond Year 10 which was not part of, nor contributed to, a completed year of schooling;
- (ii) include any period during which a Trainee repeats, in whole or part, a year of schooling beyond Year 10; and
- (iii) not include any period during a calendar year in which a year of schooling is completed.

(d) Traineeships (AST and CST only):

Wages for the Australian Traineeship System and Career Start Trainees shall be calculated as follows:-

(i) Australian Traineeship System:

- (aa) The weekly wage payable to a trainee shall be not less than that determined by applying the appropriate junior wage per week, calculated in accordance with subclause (2) in Clause 6. - Wages of this Award and multiplying by 39, which represents actual weeks spent on the job, then dividing that sum by 52 to provide a weekly wage.
- (bb) In any case, the rate determined shall not be less than the minimum rate prescribed in the Australian Traineeship guide-lines as amended from time to time.

(ii) Career Start Traineeship:

- (aa) Determining the hourly rate applicable to a Level C13 adult employee, if 21 years of age or older, or the appropriate junior wage per week as prescribed by subclause (2) of Clause 6. - Wages of this Award.
- (bb) Multiplying that hourly rate by the number of weekly ordinary hours, less the average training as specified in the Registered Agreement.

(e) Completed Traineeship - Continued Junior Employment:

Notwithstanding anything contained elsewhere in this Award, where a Trainee successfully completes a Traineeship and is a junior person who is then employed by the same employer performing work appropriate to the training received pursuant to -

- (i) The Traineeship Scheme (excluding the Australian Traineeship System and a Career Start Traineeship), the qualification outcome determined by the training programme shall be equated to an appropriate level within the classification structure described in Clause 3. - Definitions of this Award and the wage rate relevant thereto as prescribed in Clause 6. - Wages of this Award shall be the level of wage to which the prescribed age-related percentage appropriate to the junior employee concerned will be applied to calculate the weekly rate of wage for such junior employee; or
- (ii) the Australian Traineeship System, or the Career Start Traineeship, the rate of wage for Level C12 prescribed by Clause 6. - Wages of this Award shall be the level of wage to which the prescribed age-related percentage, appropriate to the junior

employee concerned, will be applied to calculate the weekly rate of wage for such junior employee.

(8) Industry/Skill Levels:

The industry skill levels referred to in subclause (7) of this clause are those described in this subclause.

(a) Industry/Skill Level A:

Office Clerical  
Commonwealth Public Sector Clerical  
State Public Sector Clerical  
Local Government Clerical  
Finance, Property and Business Services.

(b) Industry/Skill Level B:

Wholesale and Retail  
Recreation and Personal Services  
Transport and Storage  
Manufacturing.

(c) Industry/Skill Level C:

Community Services and Health  
Pastoral  
Environmental  
Wholesale and Retail - Vehicle Repair Services and Retail Sector.

#### 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 - SCHEDULE OF RESPONDENTS

Arcus Australia Pty Ltd

Arnold R.E.

Baker A.J. & Sons Pty Ltd

Bradford Insulation

Chivers, Laurie & Co.

Du Feu Metals

Esperance Sheet Metal Service

Federal Tinware Manufacturing Pty Ltd

Gadsden Rheem Packaging

Galvin Roy & Co Pty Ltd

Gebert E.A. & M.

Geraldton Plumbing Co Pty Ltd

Hart S.W. & Co Pty Ltd

Hawkins H.R. & N.A.

Jason Industries Ltd

Lyons & Peirce

Metalux Industries

Metters Appliance Service (Email Ltd)

Moore W.D. & Co.

Osborne Metal Industries Pty Ltd

Peters Ice Cream (WA)

Philips Industries Ltd

Poole R. Pty Ltd

Rainbow Neon Signs Pty Ltd

Rance H. & Son Pty Ltd

Rheem Australia Ltd

Sandovers Metal

SECOND SCHEDULE

NAMED PARTY TO THE AWARD

Union Party -

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

DATED at Perth this 13th day of July, 1973.



APPENDIX I - OLD CLASSIFICATION STRUCTURE AND DEFINITIONS

(1) **Old Classification Structure**

- (a) The following classification structure provides a reference point for task and craft based work titles prior to award restructuring. The following old classifications “line-up” previous wage groups with the new career path levels as contained in Clause 3 - Definitions of the Award. This Appendix will subsequently be deleted by agreement between the parties.

(b) CLASSIFICATION	WAGE GROUP
<b>(i) Sheetmetal Section:</b>	
Sheetmetal Employee - First Class	C10
Spinner (First Class)	C11
Sheetmetal Employee - Second Class	
Lagger - 4th & 5th 6 months' experience Thereafter Polisher	C12
Press Operator (Heavy) Solderer and Dipper Press Operator (Light) Drop Hammer Stamper Guttering Machinist Power Machinist (Not Otherwise Specified) Spinner (Other) Process Employee Lagger - First six months' experience 2nd & 3rd six months' experience	C13
<b>(ii) Canister Making Section:</b>	
Quality Control Checker (J. Gadsden Pty Ltd)	C11
Die Setter and /or Machine Setter and/or Leading Press Hand	C12
Canister Maker by Hand and Rivetter by Hand Solderer and Dipper Operator of other Power Presses and Other Power Machines Cap Solderer	C13
<b>(iii) Stove and Range Fitter and Assembler</b>	C12
<b>(iv) Painting Section:</b>	
First Class Painter (Sheetmetal)	C10
Painter (Sheetmetal)	C13
<b>(v) Tool and Material Storeperson</b>	C12
<b>(vi) Welding Section:</b>	
Welder - First Class	C10
Welder - Second Class	C12
Welder - Third Class	C13

(vii) **Galvanising Section:**

Galvaniser	C12
Assistant working over Metal Pot	C13
Pickler	C13

(viii) **Porcelain Enamelling:**

Wet, including work on sheetmetal -

Fuser	C12
Packer and/or Despatcher	
Sand and Shot Blaster	
Sprayer, Grip &/or Colour Coats	

Swiller, Gripper and Brusher	C13
Racksman	
Pickler	
Mill Hand and Mixer	
Inspector - First Class	
Inspector - Other	
Fuser's Assistant	
Fuser on Medallions, Badges or Buckles	
Fireman	

Dry -

Duster	C10
Duster's Assistant	C12
All Others	C14

(2) **Old Definitions:**

(a) **“Sheetmetal Worker, 1<sup>st</sup> Class”** shall mean a worker required:-

- (i) to work from blue prints, drawings, or measurements (whichever is required of him) for completed articles and to make the articles throughout; or
- (ii) to do work, the ability to do which involves the ability to do the work specified in subparagraph (i).

The expression means **“blue prints, drawings or measurements”** furnished by the customer to the employer for the purpose of specifying the nature and/or dimensions of the articles ordered or part thereof, or blue prints, drawings or measurements of a similar nature, but the expression does not include drawings, sketches or measurements supplied to the individual workman to understand the nature or and to carry out the work required of him.

(b) **“Sheetmetal Worker, 2nd Class”** shall mean a tinsmith or sheetmetal worker employed, except as above in manufacturing or partly manufacturing articles out of any class of sheetmetal of ten gauge or lighter and including wire work in connection with such articles.

(c) **“First Class Sheetmetal Welder”** means a tradesman using electric arc or oxy-acetylene or coal gas blow pipe who is required to apply general trade experience as a welder on any work other than:-

- (i) cutting scrap metal; or
- (ii) welding with the aid of jigs; or
- (iii) operations specifically mentioned as being the work of a second or third class sheetmetal welder in the definitions of those terms hereunder.

- (d) **“Second Class Sheetmetal Welder”** means a worker who:-
- (i) welds with the aid of jigs; or
  - (ii) operates automatic welding machines for the setting up of which he is not responsible (other than machines mentioned in the definitions of third class sheetmetal welder); or
  - (iii) operates a profile cutting or a straight line cutting machine; or
  - (iv) is not a first class sheetmetal welder or a third class sheetmetal welder.
- (e) **“Third Class Sheetmetal Welder”** means a worker using an electric spot, butt-welding or seaming machine or cutting scrap with oxy-acetylene or coal gas blow pipe.
- (f) **“Spinner, first class”** means an adult worker required to make up his own chucks, spin up the job to drawings, measurements or blue prints and/or who applies general trade knowledge and experience to the making of spun articles by jobbing methods.
- (g) **“Process Worker”** means a worker engaged on repetition work on any automatic, semi-automatic or single purpose machine, or any machine fitted with jigs, gauges or other tools rendering operations mechanical or in the assembling of parts of mechanical appliances or other metallic articles so made, or any repetitive hand processes.
- (h) **“Lagger”** means a worker engaged in mixing or fixing lagging on the job including the application of any thermal insulating material by any means and the fixing of protective coverings of canvas, sheetmetals, fabrics, plastics, bituminous fibreglass and asbestos felt or other similar materials to such insulation.
- (i) **“First Class Painter (Sheetmetal)”** means a skilled worker who tints, mixes and applies to manufactured products and components, prime and finish coats of all types of paint and chemical coating preparations to specification by means of spray, brush or other method of application.
- (j) **“Painter (Sheetmetal)”** means a worker who applies to manufactured products and components one coat of chemical coating preparation to specification by spray, brush or other method of application.

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  
SHEET METAL WORKERS' AWARD  
NO. 10 OF 1973.

Delivered 13/07/73 at 53 WAIG 791  
Consolidation 20/10/77 at 57 WAIG 1545 Section 93(6)  
Consolidation 01/09/88 at 68 WAIG 2331 Section 93(6)  
Consolidation 28/11/94 at 74 WAIG 3097

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
<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
(1 A. Statement of Principles March 1996)				
	Cl & Title	915/96	07/08/96	76 WAIG 3368
(1A Statement of Principles - August 1996)				
	Cl & Title	940/97	14/11/97	77 WAIG 3171
(1A. Statement of Principles - November 1997)				
	Cl. & Title	757/98	12/06/98	78 WAIG 2579
(1A. Statement of Principles - June, 1998)				
	Del. Cl. & Title	609/99	06/07/99	79 WAIG 1843

## 2. Arrangement

(34)	802/80	01/01/81	61 WAIG 210
(35)	982A/81	15/03/82	62 WAIG 712
1st Sch, 2nd Sch	982B/81	12/05/82	62 WAIG 1375
2nd Sch deleted; (27)(35) (36)(37)	703/87	22/12/87	68 WAIG 519
Cl.	861/86	05/08/88	68 WAIG 1793
Ins. 2A	862/88	14/09/88	69 WAIG 376
(36)(36A); (deleted - (37) re-numb.(36) as a result of Full Bench Order quashing 861/86)	732/88	03/02/89	69 WAIG 1019
2A deleted	1940/89	08/09/89	69 WAIG 2913
2A inserted	1709/89(R)	03/11/89	70 WAIG 1549
6A title	1709/89(R)	03/11/89	70 WAIG 1549
36 Inserted	2789/89	01/07/90	70 WAIG 1903
Ins. 37. & Appendix 1	480/90(R2)	16/05/90	70 WAIG 2818
2A - Title	1953/90	21/08/91	71 WAIG 2780
Ins. 1A	1752/91	31/01/92	72 WAIG 191
Ins 38. title	1641/90	19/11/92	73 WAIG 166
Ins. 2nd Sch.	448(A)/93	19/05/93	73 WAIG 2060
1A. Title	1457/93	24/12/93	74 WAIG 198
Del. 2A.	1671/93	01/01/94	74 WAIG 643
1A. Title	985/94	30/12/94	75 WAIG 23
1A. Title	1164/95	21/03/96	76 WAIG 911
Cl.	409/96	15/05/96	76 WAIG 2834
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	07/08/96	76 WAIG 3368
1A	940/97	14/11/97	77 WAIG 3171
1A. Title	757/98	12/06/98	78 WAIG 2579
Del. 1A	609/99	06/07/99	79 WAIG 1843

(2A. State Wage Principles - September 1988)

Ins. cl.	862/88	14/09/88	69 WAIG 376
Del. cl.	1940/89	08/09/89	69 WAIG 2913

(2A. State Wage Principles - September 1989)

Cl.	1709/89(R)	03/11/89	70 WAIG 1549
Cl. & title	1953/90	21/08/91	71 WAIG 2780

(2A. State Wage Principles - June 1991)

Del. Cl.	1671/93	01/01/94	74 WAIG 643
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**3. Definitions**

Cl.	409/96	15/05/96	76 WAIG 2834
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**4. Scope**

**5. Hours**

(3)	982B/81	12/05/82	62 WAIG 1375
Cl.; (1)(b)(v); (1)(c); (3)(e); Ins.(3)(g);	703/87	22/12/87	68 WAIG 519
Ins. (1)(c);(e);(f);(2)(c)	480/90(R2)	16/05/90	70 WAIG 2818

(1)(b);(e)	409/96	15/05/96	76 WAIG 2834
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(6. Wages)

(wage index)	37/78	28/02/78	58 WAIG 471
(8)(a)	39/78	07/06/78	58 WAIG 850
(wage index)	203/78	07/06/78	58 WAIG 927
(wage index)	486/78 & 585/78	12/12/78	59 WAIG 7
(wage index)	44/79 & 131/79	27/07/79	59 WAIG 1009
(wage index)	381/79 & 434/79	04/01/80	60 WAIG 281
(new clause)	447/79	24/04/80	60 WAIG 751
(wage index)	419/80	14/07/80	60 WAIG 1327
(wage index)	19/81	09/01/81	61 WAIG 153
(wage index)	286/81Int	07/06/81	61 WAIG 847
(wage index)	612/81	16/11/81	61 WAIG 1849
(1)(5)	982A/81	15/03/82	62 WAIG 712
(wage index)	461/83Int	06/10/83	63 WAIG 2207
correction	461/83Int	06/10/83	63 WAIG 2496
(wage index)	461/83	06/10/83	64 WAIG 407
(wage index)	104/84	06/04/84	64 WAIG 847
(wage index)	104/85	06/04/85	65 WAIG 657
(wage index)	821/85Int	04/11/85	66 WAIG 4
(wage index)	261/86	01/07/86	66 WAIG 1139
(wage increase)	1195/86	10/03/87	67 WAIG 435
(1)(4)(5)	703/87	22/12/87	68 WAIG 519



(wage increase)	1406/87	05/02/88	68 WAIG 949
(1)(4)(5)	862/88	16/09/88	69 WAIG 376
(1);(4)(a);(5);	1709/89(R)	03/11/89	70 WAIG 1549
Ins.(7)	1709/89(R)	03/11/89	70 WAIG 1549
(1);(4)(a);(5);(7)	480/90(R2)	16/05/90	70 WAIG 2818
(1);(4)(a);(5)	1953/90	21/08/91	71 WAIG 2780
Cl. & Title	409/96	15/05/96	76 WAIG 2834

#### 6. Wages and Supplementary Payment

Rates & Ins. Text	940/97	14/11/97	77 WAIG 3171
(1), (2)(d), (5), (6)	1164/98	21/09/98	78 WAIG 4366
(1) rates;(2)(d) ins. 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
Cl.	569/03	5/06/03	83 WAIG 1899 & 2604
(4), (5) & (6)	893/03	22/08/03	83 WAIG 3095
Cl.	570/04	4/06/04	84 WAIG 1521
Cl.	576/05	07/07/05	85 WAIG 2083, 2835
Cl.	957/05	7/07/06	86 WAIG 1631 & 2352
Cl.	1/07	01/07/07	87 WAIG 1487 & 2276
Cl.	115/07	01/07/08	88 WAIG 773 & 1482
Cl.	1/09	01/10/09	89 WAIG 735 & 1914
Cl.	2/10	01/07/10	90 WAIG 568 & 1304

Cl.	2/11	01/07/11	91 WAIG 1008 & 1703
Cl.	2/12	01/07/12	92 WAIG 1453
Cl.	1/13	01/07/13	93 WAIG 1122
Cl.	1/14	01/07/14	94 WAIG 1336

(6A. Adult Minimum Wage)

(min wage increase)	37/78	28/02/78	58 WAIG 471
(min wage increase)	203/78	07/06/78	58 WAIG 927
(min wage increase)	486/78 & 585/78	12/12/78	59 WAIG 7
(min wage increase)	44/79 & 131/79	27/07/79	59 WAIG 1009
(min wage increase)	381/79 & 434/79	04/01/80	60 WAIG 281
(min wage increase)	419/80	14/07/80	60 WAIG 1327
(min wage increase)	19/81	09/01/81	61 WAIG 153
(min wage increase)	286/81Int	07/06/81	61 WAIG 847
(min wage increase)	612/81	16/11/81	61 WAIG 1849
(min wage increase)	534/82	07/02/83	63 WAIG 379
(min wage increase)	461/83Int	06/10/83	63 WAIG 2207
(min wage increase)	461/83	06/10/83	64 WAIG 407
(min wage increase)	104/84	06/04/84	64 WAIG 847
(min wage increase)	104/85	06/04/85	65 WAIG 657
(min wage increase)	821/85Int	04/11/85	66 WAIG 4
(min wage increase)	261/86	01/07/86	66 WAIG 1139
(min wage increase)	1195/86	10/03/87	67 WAIG 435
(min wage increase)	1406/87	05/02/88	68 WAIG 949

(min wage increase)	730/88	14/09/88	68 WAIG 2412
(new clause)	862/88	16/09/88	69 WAIG 376
(min wage increase)	1940/89	01/10/89	69 WAIG 1019
new clause & title	1709/89®	03/11/89	70 WAIG 1549
Min. Wage \$268.80	1309 & 1310/91	24/09/91	71 WAIG 2748
Min. Wage \$275.50	415A/92	30/11/92	73 WAIG 4

#### 6A. – Minimum Wage

Cl&Title	1314/95	31/01/96	76 WAIG 406
Min.wage prov	940/97	14/11/97	77 WAIG 3171
Cl.	1164/98	21/09/98	78 WAIG 4366
92),(3),(5) & (8)(a) rates & 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
Cl.	569/03	5/06/03	83 WAIG 1899 & 2604
(9)	1197/03	1/11/03	83 WAIG 3537
Cl.	570/04	4/06/04	84 WAIG 1521 & 2029
Cl.	576/05	07/07/05	85 WAIG 2083, 2835
Cl.	957/05	7/07/06	86 WAIG 1631 & 2352
Cl.	1/07	01/07/07	87 WAIG 1487 & 2276
Cl.	115/07	01/07/08	88 WAIG 773 & 1482
Cl.	1/09	01/10/09	89 WAIG 735 & 1914
Cl.	2/10	01/07/10	90 WAIG 568 & 1304

Cl.	2/11	01/07/11	91 WAIG 1008 & 1703
Cl.	2/12	01/07/12	92 WAIG 1453
Cl.	1/13	01/07/13	93 WAIG 1122
Cl.	1/14	01/07/14	94 WAIG 1336

### 7. Special Rates and Provisions

(Cl.	982A/81	15/03/82	62 WAIG 712
(1)(2)(3)(4) (5)(7)(8)(9)	862/88	16/09/88	69 WAIG 376
(1-5) incl.& (7-9)incl.	1709/89®	03/11/89	70 WAIG 1549
(1-5) & (7-9)	480/90(R2)	16/05/90	70 WAIG 2818
(1)-(5); (8); (9)	1953/90	21/08/91	71 WAIG 2780
(1) – (9)	893/03	22/08/03	83 WAIG 3095

### 8. Overtime

(3)(g)	982A/81	15/03/82	62 WAIG 712
(4)	982B/81	12/05/82	62 WAIG 1375
Cl.; (3)(i) p'tum.(i)	703/87	22/12/87	68 WAIG 519
(3)(f);	862/88	16/09/88	69 WAIG 376
(3)(f)	1709/89®	03/11/89	70 WAIG 1549
(3)(f)	1473/90	09/01/91	71 WAIG 421
(3)(f)	843/91	29/10/91	71 WAIG 2995
(3)(f)	1228(A)/92	24/11/92	72 WAIG 2808
(3)(f)	1302(A)/93	27/10/93	73 WAIG 3446
(3)(f)	1314/95893/03	31/01/96	76 WAIG 406
(3)(f)	893/03	22/8/03	83 WAIG 3095

## 9. Payment of Wages

Cl.	982B/81	12/05/82	62 WAIG 1375
Cl.	703/87	22/12/87	68 WAIG 519
(6)	703/87	23/03/88	68 WAIG 519

## 10. Holidays and Annual Leave

(5)	386/79	01/11/79	59 WAIG 1558
(5)(c)	982B/81	12/05/82	62 WAIG 1375
(5)(b)(c)	703/87	22/12/87	68 WAIG 519
(3)(c);ins.(8);(11)(a);	480/90(R2)	06/05/90	70 WAIG 2818

## 11. Under-Rate Workers

## 12. Apprentices

## 13. Time and Wages Record

(2)	480/90(R2)	16/05/90	70 WAIG 2818
Ins. Text	2053(1)/97	22/11/97	77 WAIG 3138
Ins text.(2)	491/98	16/04/98	78 WAIG 1471

## 14. Tools

## 15. Junior Workers

**16. Contract of Service**

Cl.	861/86	05/08/88	68 WAIG 1793
variation reversed as per Full Bench	732/88	03/02/89	69 WAIG 1019
Order quashing 861/86			

**17. Absence Through Sickness**

Cl.	386/79	01/11/79	59 WAIG 1558
Cl.	802/80	01/01/81	61 WAIG 210
(9)	982B/81	12/05/82	62 WAIG 1375
Cl.	703/87	22/12/87	68 WAIG 519

**18. Term**

**19. Area**

**20. Junior Workers' Certificate**

**21. Breakdowns**

**22. Board of Reference**

**23. Fares and Travelling Time**

(2)(a);(b);(c);(d);	843/91	29/10/91	71 WAIG 2995
(2)	1018/94	23/12/94	75 WAIG 414
(2)	1314/95	31/01/96	76 WAIG 406
(2)	893/03	22/08/03	83 WAIG 3095

#### 24. Car Allowance

(2)	893/03	22/08/03	83 WAIG 3095
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#### 25. Distant Work

(6A))	521/78	01/03/79	59 WAIG 237
(6)(7)	862/88	16/09/88	69 WAIG 376
(6)&(7)	1709/89®	03/11/89	70 WAIG 1549
(6) & (7)	843/91	29/10/91	71 WAIG 2995
(6) & (7)	1018/94	23/12/94	75 WAIG 414
(6)(a) & (7)	1314/95	31/01/96	76 WAIG 406
(6) & (7)	893/03	22/08/03	83 WAIG 3095

#### 26. Location Allowances

Cl.	313/78	07/08/78	58 WAIG 1151
Cl.	294/77 & 319- 321/77 & 529/79	26/07/80	60 WAIG 1141
Cl.	452/81	01/07/81	61 WAIG 1661
Cl.	437/82	01/07/82	62 WAIG 2359
(1)(12)(13)	291/83Int	29/06/83	63 WAIG 1537
Cl.	291/83	05/12/83	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	01/12/88	68 WAIG 996
Cl.	517/88	01/07/88	68 WAIG 1686
(1),(13)	834/89	01/07/89	69 WAIG 3217
Cl.	778/90 & 1065/90	01/07/90	71 WAIG 4214
(1)	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
(5)	409/96	15/05/96	76 WAIG 2834
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

(Preference to Unionists)

Del Cl & Title	703/87	22/12/87	68 WAIG 519
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#### **27. Avoidance of Industrial Disputes**

Ins. Cl.	703/87	22/12/87	68 WAIG 519
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#### **28. Long Service Leave**

#### **29. Representatives Interviewing Workers**

Ins. Text	2053(1)/97	22/11/97	77 WAIG 3138
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#### **30. Posting of Award and Union Notices**

#### **31. Shift Work**

(9)	982B/81	12/05/82	62 WAIG 1375
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Cl.	703/87	22/12/87	68 WAIG 519
Del (1)(a) & Ins (2)(a). Del&Ins (6)	703/87	22/12/87	68 WAIG 519
(1);(2)(a)	409/96	15/05/96	76 WAIG 2834

### 32. Bereavement Leave

#### (33. Supplementary Payments)

(new clause)	637/77	30/08/78	58 WAIG 1196
(new clause)	275/79	22/08/79	59 WAIG 1251
(new clause)	429/80	16/10/80	60 WAIG 2273
(new clause)	61/81	25/02/81	61 WAIG 750
(new clause)	348/81	27/05/81	61 WAIG 1262
(indexation)	461/83Int	06/10/83	63 WAIG 2207
(indexation)	461/83	06/10/83	64 WAIG 407
(indexation)	104/84	06/04/84	64 WAIG 847
(indexation)	104/85	06/04/85	65 WAIG 657
(indexation)	821/85Int	04/11/85	66 WAIG 4
(indexation)	261/86	01/07/86	66 WAIG 1139
(new clause)	703/87	22/12/87	68 WAIG 519
(1)(a)	480/90(R2)	16/05/90	70 WAIG 2818
(1)(a)&(b)	1473/90	09/01/91	71 WAIG 421
(1)(a) & (b)	498/91	19/04/91	71 WAIG 1284
(1)(a) & (b)	1953/90	21/08/91	71 WAIG 2780
(1)(a);(b) & Ins. (c)	843/91	19/10/91	71 WAIG 2995

(EDIT NOTE: ORDER No. 843/91 duplicated (1)(c) text)

Cl.	1671/93	01/01/94	74 WAIG 643
(1)(a)&(c)(iii)	160/95	04/04/95	75 WAIG 1932
Del. Cl.	409/96	15/05/96	76 WAIG 2834

### 33. Transitional Provisions

Ins. Cl.	409/96	15/05/96	76 WAIG 2834
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### 34. Maternity Leave

Ins. cl.	802/80	01/01/81	61 WAIG 210
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### 35. Part Time Employment

Ins. cl.	982A/81	15/03/82	62 WAIG 712
Clause & title -	703/87	22/12/87	68 WAIG 519

### (36. Junior Employees - Special Order)

Ins. Cl.	703/87	22/12/87	68 WAIG 519
Del. Cl.	1333/87	Del-16/12/87	68 WAIG 385

### (36. Introduction of Change)

Ins. cl.	861/86	05/08/88	68 WAIG 1793
Clause deleted by Full Bench Order quashing 861/86	732/88	03/02/89	69 WAIG 1019

(36A. Redundancy)

Ins. cl.	861/86	05/08/88	68 WAIG 1793
Clause deleted by Full Bench Order quashing 861/86	732/88	03/02/89	69 WAIG 1019

(37. Liberty To Apply)

Ins.cl.	703/87	22/12/87	68 WAIG 519.
Del. Cl. & Title	2789/89	01/07/90	70 WAIG 1903

**36. Superannuation**

Ins. cl.	2789/89	01/07/90	70 WAIG 1903
Ins. Text	599/98	30/06/98	78 WAIG 2559

**37. Training**

Ins. Cl.	480/90(R2)	16/05/90	70 WAIG 2818
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**38. Traineeships**

Ins Cl.	1641/90	19/11/92	73 WAIG 166
Cl.	607/95	28/07/95	75 WAIG 2600
Cl.	569/03	5/06/03	83 WAIG 1899 & 2604
Cl.	576/05	07/07/05	85 WAIG 2083, 2835
Cl.	957/05	7/07/06	86 WAIG 1631 & 2352
Cl.	1/07	01/07/07	87 WAIG 1487 & 2276

Cl.	115/07	01/07/08	88 WAIG 773 & 1482
Cl.	1/09	01/10/09	89 WAIG 735 & 1914
Cl.	2/10	01/07/10	90 WAIG 568 & 1304
Cl.	2/11	01/07/11	91 WAIG 1008 & 1703
Cl.	2/12	01/07/12	92 WAIG 1453
Cl.	1/13	01/07/13	93 WAIG 1122
Cl.	1/14	01/07/14	94 WAIG 1336

**Appendix - Resolution of Disputes Requirements**

Ins. Appendix	693/96	16/07/96	76 WAIG 2768
Cl	2053/97	22/11/97	77 WAIG 3079

(Appendix 1 - Classification Structure and Definitions)

Ins. App.	480/90(R2)	16/05/90	70 WAIG 2818
Cl. & title	409/96	15/05/96	76 WAIG 2834

**Appendix 1 - Old Classification Structure and Definitions**

**First Schedule - Schedule of Respondents**

Respondent deleted	File704/78	12/02/79	59 WAIG 250	
re-titled	982B/81	12/05/82	62 WAIG 1375	
Respondent deleted	1603/05/07 & 08/89	13/05/91	71 WAIG 1526	
Sch.	764/94	28/04/95	75 WAIG 1648	
2nd Sch	(new 2nd Sch entered)	982B/81	12/05/82	62 WAIG 1375

Clause 1	982/81	18/06/82	62 WAIG 1747
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Del.Sch.	703/87	22/12/87	68 WAIG 519
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(Second Schedule - Named Parties to the Award)

Ins. Sch.	448(A)/93	19/05/93	73 WAIG 2060
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**Second Schedule - Named Party to the Award**

Sch.& Title	1314/95	31/01/96	76 WAIG 406
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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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Ins. Text	2053(1)/97	22/11/97	77 WAIG 3138
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App.	491/98	16/04/98	78 WAIG 1471
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