

# Electronics Industry Award No. A 22 of 1985

## 1. - TITLE

This award shall be known as the "Electronics Industry Award" No. A 22 of 1985.

### 1B. - MINIMUM ADULT AWARD WAGE

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

#### (9) Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2014 State Wage order decision. Any increase arising from the insertion of the minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset the minimum wage.

#### (10) Adult Apprentices

- (a) Notwithstanding the provisions of this clause, an apprentice, 21 years of age or more, shall not be paid less than \$572.20 per week on and from the commencement of the first pay period on or after 1 July 2014.

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

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### 3. - AREA AND SCOPE

This award relates to the Electronics Industry within the State of Western Australia and to all work done by employees (except those employees employed or engaged on research and development) employed in the classifications shown in Clause 33. - Wages of Part I - General or Clause 10. - Wages of Part II - Construction Work and employed by the respondents in connection with the making, installing, repairing and altering, assembling, testing, aligning, fault locating, of electronic componentry, instruments, equipment and/or systems provided that this award shall not replace or extend to cover the operations of any respondent to the Metal Trades (General) Award No. 13 of 1965 as amended, the Radio and Television Employees' Award No. 14 of 1974 as amended, the Draughtsmen, Tracers, Planners and Technical Officers' Award No. 11 of 1979 as amended or the Electrical Contracting Industry Award R22 of 1978 as amended.

### 4. - TERM

The term of this award shall be for a period of 2 years and 3 months from the beginning of the first pay period to commence on or after the 1st day of November, 1988.

### 4A. - DIVISION OF AWARD

This award shall be divided into:

- (i) PART I - GENERAL which shall apply to all employees covered by this award except to the extent that PART II - CONSTRUCTION WORK applies to employees engaged on construction work, and
- (ii) PART II - CONSTRUCTION WORK which shall apply to employees engaged on construction work defined in Clause 5. - Definitions of Part I - General of this award.

### PART I. - GENERAL

This Part of the award, Clause 5. - Definitions to Clause 36. - No Extra Claims inclusive, shall apply to all employees covered by this award except to the extent that PART II - CONSTRUCTION WORK applies to employees engaged on construction work.

### 5. - DEFINITIONS

- (1) "Electronic Serviceperson" means an employee, other than an apprentice, who has successfully completed an electronic servicing apprenticeship or another appropriate trade course or has otherwise reached an equivalent standard of skills and knowledge and applies general trade skills on work carried out by the employer as described in Clause 3. - Area and Scope of this award.
- (2) "Electronic Technician (Grade I)" means an employee, other than an apprentice, who applies knowledge and skills in the conduct of work carried out by the employer as described in Clause 3. - Area and Scope of this award; and
  - (i) has at least one year's on-the-job experience as an Electronic Serviceperson or equivalent, and also has successfully completed units in an appropriate post trade course which constitutes at least one year's part time study; or
  - (ii) has reached an equivalent standard of skills and knowledge through other means.
- (3) "Electronic Technician (Grade II)" means an employee, other than an apprentice, who applies knowledge and skills in the conduct of work carried out by the employer as described in Clause 3. - Area and Scope of this award.

To be classified as an Electronic Technician (Grade II), a technician:

- (i) must have at least one year's on-the-job experience as an Electronic Technician (Grade I) in electronic systems utilising integrated circuits and have successfully completed units in an appropriate post trades course (in electronics or another appropriate course) which constitutes at least two years part time study; or
  - (ii) has reached an equivalent standard of skills and knowledge through other means.

In addition, to be classified as an Electronic Technician (Grade II), a technician must be capable of:

    - (i) Maintaining and repairing multi-function printed circuitry using circuit diagrams and test equipment.
    - (ii) Working under minimum supervision and technical guidance.
    - (iii) Providing technical guidance within the scope of the work described in this definition.
    - (iv) Preparing basic reports on specific tasks or assignments as directed and within the level of the work described in this definition.
- (4) "Electronic Technician (Grade III)" means an employee, other than an apprentice, who applies knowledge and skills in the conduct of work carried out by the employer as described in Clause 3. - Area and Scope of this award.

To be classified as an Electronic Technician (Grade III), a technician;

- (i) must have at least three years on-the-job experience as an Electronic Technician (Grade II) in electronic systems utilising integrated circuits and in addition must have satisfactorily completed a post trades course in electronics (such as the advanced Certificate in Microcomputer Technology or the Advanced Certificate in Engineering) or at least three years part time study; or
- (ii) has reached an equivalent standard of skills and knowledge through other means.

In addition, to be classified as an Electronic Technician (Grade III), a technician must be capable of:

  - (i) Maintaining and repairing multi-function printed circuitry using circuit diagrams and test equipment.

- (ii) Working without supervision and technical guidance.
  - (iii) Providing technical guidance within the scope of the work described in this definition.
  - (iv) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope and level of the work described in this definition.
- (5) "Assembler" means an employee engaged in or in connection with the manufacturing or assembling of electronic componentry, instruments, equipment or systems, or on any repetitive hand processes in connection therewith.
- (6) "Assembler 1" means an employee engaged in or in connection with the manufacturing or assembling of electronic componentry, instruments, equipment or systems, or on any repetitive hand processes in connection therewith and who conducts limited testing, aligning and fault finding which does not require the skill of service people and above.
- (7) "Junior Employee" means an employee under the age of twenty-one years who is not employed as an apprentice.
- (8) "Installer" means an employee who is engaged in connection with the installation or wiring of electronic equipment, provided that any work in the nature of fault diagnosis, testing, adjusting and commissioning which is complex in nature shall be the work of service people and above.
- (9) "Trainee Installer" means an employee engaged as such and who is being trained in connection with the installation or wiring of electronic equipment, provided that:
- (i) any work in the nature of fault diagnosis, testing, adjusting and commissioning which is complex in nature shall be the work of service people and above;
  - (ii) no trainee installer less than 18 years of age shall be engaged on construction work as defined in subclause (9) hereof without the unions' written permission.
- (10) "Construction Work" means work on site in or in connection with -
- (a) the construction of a large industrial undertaking or any large civil engineering project;
  - (b) the construction or erection of any multi-storey building; and
  - (c) 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.
- (11) "Casual Employee" means an employee who is engaged and paid as such.

#### 6. - CONTRACT OF SERVICE

- (1) A contract of service to which Part I - General of 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 of notice than is hereinafter prescribed nor to affect an employer's right to dismiss a worker without notice for misconduct and a worker so dismissed shall be paid wages for the time worked up to the time of dismissal only.
- (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 monies owing to him under this award except to the extent that those monies 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 of 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) (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 purposes of this award, be deemed to be a casual worker -
- (i) if the expected duration of the 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.
- (7) 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 is due to illness and comes within the provisions of Clause 11. - Sick Leave or such absence is on account of holidays to which the worker is entitled under the provisions of this award.

## 7. - HIGHER DUTIES

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

## 8. - 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) For the purposes of paragraph (g) of subclause (3) of this clause any other work cycle during which a weekly average of 38 ordinary hours are worked as may be agreed in accordance with paragraph (g) of subclause (3).
- (c) Subject to the provisions of subparagraph (ii) hereof:
  - (i) 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 6.30 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.
  - (ii) In the case of employees in retail shops, the week's work may be performed in five and one-half days between 8.00 am and 1.00 pm on the weekly half-holiday and between 6.00 am and 6.00 pm on the other days of the week.
- (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 shall not exceed 10 hours on any day.

Provided that in any arrangement of ordinary working hours where such ordinary hours are to exceed 8 hours on any day, the arrangement of hours shall be subject to agreement between the employer and the majority of employees in the plant or section or sections concerned.
- (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) When an employee is required for duty during the employee's usual meal interval and the employee's 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
- (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 subclause (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 hours on any day. Provided that in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight hours on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees in the plant or section or sections thereof.



- (3) (a) Except as provided in paragraph (d) of this subclause the method of implementation of the 38 hour week may be any one of the following:
- (i) by employees working less than 8 ordinary hours each day; or
  - (ii) by employees working less than 8 ordinary hours on one or more days each week; or
  - (iii) by fixing one day of ordinary working hours on which all employees will be off duty during a particular work cycle; or
  - (iv) by rostering employees off duty on various days of the week during a particular work cycle so that each employee has one day of ordinary working hours off duty during that cycle.
  - (v) Except in the case of continuous shift employees where the ordinary hours of work are worked within an arrangement as provided in 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 November 1, 1988.
- (c) In the absence of an agreement at plant level, the procedure for resolving special, anomalous or extraordinary problems shall be as follows:
- (i) Consultation shall take place within the particular establishment concerned.
  - (ii) If it is unable to be resolved at establishment level, the matter shall be referred to the State Secretary of the union concerned or Assistant Secretary, at which level a conference of the parties shall be convened without delay.
  - (iii) In the absence of agreement either party may refer the matter to the Western Australian Industrial Relations Commission.
- (d) Different methods of implementation of a 38 hour week may apply to various groups or sections of employees in the plant or establishment concerned.
- (e) Notice of Days Off Duty
- Except as provided in paragraphs (f) and (g) of this subclause in cases where, by virtue of the arrangement of ordinary hours an employee, in accordance with subparagraphs (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) 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 subclause (3) having 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 Clause 8. - Hours 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 November 1, 1988.
- (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.

9. - 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 8. - 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 8. - 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 8. - 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 Clause 3. - Shift Work in PART II - CONSTRUCTION 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 sub- paragraphs (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 \$12.00 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 each such meal by the employer or be paid \$8.05 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 sub-paragraph (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 20. - Special Provisions of this award apply to that work.

## 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 (l) of Clause 9. - 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.
- Provided further that for an employee employed north of the 26th parallel of south latitude or within the area previously covered by Award No. 26 of 1950, Australia Day, Easter Monday, Foundation Day, Sovereign's Birthday and Boxing Day shall not be holidays but in lieu thereof there shall be added one week to the annual leave to which the employee is entitled under this clause.
- (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 on a Monday the holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.
- (2) On any public holiday not prescribed as a holiday under this award, the employer's establishment or place of business may be closed, in which case an employee need not present for duty and payment may be deducted, but if work be done, ordinary rates of pay shall apply.
- (3) (a) Except as hereinafter provided a period of four consecutive weeks leave with payment as prescribed in paragraph (b) hereof shall be allowed annually to an employee by the employer after a period of twelve months continuous service with that employer.
- (b) (i) An employee before going on leave shall be paid the wages the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on leave during the relevant period.
- (ii) Subject to paragraph (c) hereof an employee shall, where applicable, have the amount of wages to be received for annual leave calculated by including the following where applicable.
- (aa) The rate applicable to the employee as prescribed in Clause 33. - Wages of PART I - GENERAL or Clause 10. - Wages of PART II - CONSTRUCTION WORK of this award and the rates prescribed by subclause (8) of Clause 20. - Special Provisions and Clause 24. - Location Allowances of this award and;
- (bb) Subject to paragraph (c) (ii) hereof the rate prescribed for work in ordinary time by Clause 27. - Shift Work of the award according to the employee's roster or projected roster including Saturday and Sunday shifts;
- (cc) The rate payable pursuant to Clause 7. - Higher Duties calculated on a daily basis, which the employee would have received for ordinary time during the relevant period whether on a shift roster or otherwise;
- (dd) Any other rate to which the employee is entitled in accordance with the contract of employment for ordinary hours of work; provided that this provision shall not operate so as to include any payment which is of a similar nature to or is paid for the same reasons as or is paid in lieu of those payments prescribed by Clause 9. - Overtime, Clause 20. - Special Provisions (Clause 5. - Special Rates and Provisions in PART II - CONSTRUCTION WORK), Clause 13. - Car Allowance, Clause 14. - Fares

and Travelling Time (Clause 6. - Allowance for Travelling and Employment in Construction Work in PART II - CONSTRUCTION WORK) or Clause 15. - Distant Work (Clause 7 - Distant Work in PART II - CONSTRUCTION WORK) of this award, nor any payment which might have become payable to the employee 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 by that paragraph. 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 of 17.1/2 per cent.

(ii) Shift Employees - An employee who would have worked on shift work had the employee not been on leave - a loading of 17.1/2 per cent. Provided that where the employee would have received shift loadings prescribed by Clause 27. - Shift Work 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 and payment would have entitled the employee to a greater amount than the loading of 17.1/2 per cent, 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 17.1/2 per cent 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 17.1/2 per cent then such loading of 17.1/2 per cent shall be added to the rate of wage prescribed by paragraph (b) but not including paragraph (b) (ii) (bb) hereof in lieu of the shift loadings and the said payment.

Except as provided in subclause (6) of this clause and Clause 8.- Annual Leave Loading of PART II - CONSTRUCTION WORK of this award, the loading prescribed by this paragraph shall not apply to proportionate leave on termination.

(4) (a) A seven day shift employee, i.e. a shift employee who is rostered to work regularly on Sundays and holidays shall be allowed one week's leave in addition to the leave to which the employee is otherwise entitled under this clause.

(b) Where an employee with 12 months' continuous service is engaged for part of a qualifying twelve-monthly period as a seven day shift employee, the employee shall be entitled to have the period of annual leave to which the employee is otherwise entitled under this clause increased by one twelfth of a week for each completed month the employee is continuously so engaged.

(5) If any award holiday falls within a employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid.

(6) (a) An employee whose employment terminates after the employee has completed a twelve monthly qualifying period and who has not been allowed the leave prescribed under this clause in respect of that qualifying period shall be given payment as prescribed in paragraphs (b) and (c) of subclause (3) of this clause in lieu of that leave or, in a case to which subclauses (9), (10) or (11) of this clause applies, in lieu of so much of that leave as has not been allowed unless -

(i) the employee has been justifiably dismissed for misconduct; and

(ii) the misconduct for which the employee has been dismissed occurred prior to the completion of that qualifying period.

(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.

- (7) Any time in respect of which an employee is absent from work except time for which the employee is entitled to claim sick pay or time spent on holidays or annual leave as prescribed by this award shall not count for the purpose of determining the employee's right to annual leave.
- (8) In the event of an employee being employed by an employer for portion only of a year, the employee shall only be entitled, subject to subclause (6) of this clause, to such leave on full pay as is proportionate to the employee's length of service during that period with such employer, and if such leave is not equal to the leave given to the other employees the employee shall not be entitled to work or pay whilst the other employees of such employer are on leave on full pay.
- (9) Annual leave shall be given and taken in one or two continuous periods. If the annual leave is given in two continuous periods then one of those two periods must be at least three consecutive weeks. Provided that if the employer and an employee so agree then the employee's annual leave entitlement may be given and taken in two separate periods, neither of which is of at least three consecutive weeks, or in three separate periods.

Provided further that an employee may, with the consent of his/her employer, take short term annual leave not exceeding five days in any calendar year, at a time or times separate from any periods determined in accordance with this subclause. The employer will endeavour to meet such requests for short term leave wherever possible.

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

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.

11. - SICK LEAVE

- (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 8. - Hours so that he 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 8. - Hours so that he 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:-
- |   |               |                    |  |
|---|---------------|--------------------|--|
| duration of absence                     | $\frac{X}{5}$ | appropriate weekly |  |
|   |               | rate               |  |
| ordinary hours normally worked that day | 5             |                    |  |
- An employee shall not be entitled to claim payment for personal ill health or injury nor will his sick leave entitlement be reduced if such ill health or injury occurs on the week day he is to take off duty in accordance with subparagraphs (iii) or (iv) of paragraph (a) of subclause (3) of Clause 8. - Hours.
- (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 his 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 his entitlement to paid sick leave, payment may be adjusted at the end of that year of service, or at the time the employee's services terminate, if before the end of that year of service, to the extent that the employee has become entitled to further paid sick leave during that year of service.
- (2) The unused portions of the entitlement to paid sick leave in any one year shall accumulate from year to year and subject to this clause may be claimed by the employee if the absence by reason of personal ill health or injury exceeds the period for which entitlement has accrued during the year at the time of the absence. Provided that an employee shall not be entitled to claim payment for any period exceeding ten weeks in any one year of service.
- (3) To be entitled to payment in accordance with this clause the employee shall as soon as reasonably practicable advise the employer of his inability to attend for work, the nature of his illness or injury and



the estimated duration of the absence. Provided that such advice, other than in extraordinary circumstances shall be given to the employer within 24 hours of the commencement of the absence.

- (4) The provisions of this clause do not apply to an employee who fails to produce a certificate from a medical practitioner dated at the time of the absence or who fails to supply such other proof of the illness or injury as the employer may reasonably require provided that the employee shall not be required to produce a certificate from a medical practitioner with respect to absences of two days or less unless after two such absences in any year of service the employer requests in writing that the next and subsequent absences in that year if any, shall be accompanied by such certificate.
- (5)
  - (a) Subject to the provisions of this subclause, the provisions of this clause apply to an employee who suffers personal ill health or injury during the time when he is absent on annual leave and an employee may apply for and the employer shall grant paid sick leave in place of paid annual leave.
  - (b) Application for replacement shall be made within seven days of resuming work and then only if the employee was confined to his place of residence or a hospital as a result of his personal ill health or injury for a period of seven consecutive days or more and he produces a certificate from a registered medical practitioner that he was so confined. Provided that the provisions of this paragraph do not relieve the employee of the obligation to advise the employer in accordance with sub- clause (3) of this clause if he is unable to attend for work on the working day next following his annual leave.
  - (c) Replacement of paid annual leave by paid sick leave shall not exceed the period of paid sick leave to which the employee was entitled at the time he proceeded on annual leave and shall not be made with respect to fractions of a day.
  - (d) Where paid sick leave has been granted by the employer in accordance with paragraphs (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid sick leave is hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the employee or, failing agreement, shall be added to the employee's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions of Clause 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 68 of the Western Australian Industrial Gazette at pages 1-4, the paid sick leave standing to the credit of the employee at the date of transmission from service with the transmittor shall stand to the credit of the employee at the commencement of service with the transmittor 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.

## 12. - BEREAVEMENT LEAVE

- (1) An employee, other than a casual employee, shall on the death within Australia of a wife, husband, father, mother, brother, sister, child or stepchild, be entitled on notice of leave up to and including the day of the funeral of such relation and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary working days. Proof of such death shall be furnished by the employee to the satisfaction of the employer.

- (2) Payment in respect of compassionate leave is to be made only where the employee otherwise would have been on duty and shall not be granted in any case where the employee concerned would have been off duty in accordance with any shift roster or on long service leave, annual leave, sick leave, workers' compensation, leave without pay or on a public holiday.
- (3) For the purposes of this clause the pay of an employee employed on shift work shall be deemed to include any usual shift allowance.

### 13. - CAR ALLOWANCE

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

### **RATES OF HIRE FOR USE OF EMPLOYEE'S OWN VEHICLE ON EMPLOYER'S BUSINESS**

#### **MOTOR CAR**

<b>AREA AND DETAILS</b>	<b>ENGINE DISPLACEMENT (IN CUBIC CENTIMETRES)</b>		
<b>Rate per kilometre (cents)</b>	<b>Over 2600cc</b>	<b>1600cc -2600cc</b>	<b>1600cc &amp; Under</b>
Metropolitan Area	82.6	73.7	64.0
South West Land Division	84.3	75.4	65.8
North of 23.5o South Latitude	92.6	83.3	72.6
Rest of the State	86.9	78.0	67.7
<b>MOTOR CYCLE (IN ALL AREAS)</b>	28.1 cents per kilometre		

- (4) "Metropolitan Area" means that area within a radius of fifty kilometres from the Perth Railway Station.  
"South West Land Division" means the South West Land Division as defined by Section 28 of the Land Act 1933-1971 excluding the area contained within the Metropolitan Area.

### 14. - FARES AND TRAVELLING TIME

- (1)
  - (a) An employee, who, on any day, or from day to day is required to work at a job away from the accustomed workshop or depot shall, at the direction of the employer, present for work at such job at the usual starting time.
  - (b) An employee to whom paragraph (a) of this subclause applies shall be paid at ordinary rates for time spent in travelling between the employee's home and the job and shall be reimbursed for any fares incurred in such travelling, but only to the extent that the time so spent and the fares so incurred exceed the time normally spent and the fares normally incurred in travelling between the employee's home and the accustomed workshop or depot.

- (c) An employee who with the approval of the employer uses a personal means of transport for travelling to or from outside jobs shall be paid the amount of excess fares and travelling time which the employee would have incurred in using public transport unless the employee has an arrangement with the employer for a regular allowance.
- (2) For travelling during working hours from and to the employer's place of business or from one job to another, an employee shall be paid by the employer at ordinary rates. The employer shall pay all fares and reasonable expenses in connection with such travelling.

#### 15. - DISTANT WORK

- (1) Where an employee is directed by the employer to proceed to work at such a distance that the employee cannot return home each night and the employee does so, the employer shall provide the employee with suitable board and lodging or shall pay the expenses reasonably incurred by the employee for board and lodging.
- (2) The provisions of subclause (1) of this clause do not apply with respect to any period during which the employee is absent from work without reasonable excuse and in such a case, where the board and lodging is supplied by the employer, the employer may deduct from moneys owing or which may become owing to the employee an amount equivalent to the value of that board and lodging for the period of the absence.
- (3)
  - (a) The employer shall pay all reasonable expenses including fares, transport of tools, meals and, if necessary, suitable overnight accommodation incurred by an employee who is directed by the employer to proceed to work pursuant to subclause (1) of this clause and who complies with such direction.
  - (b) The employee shall be paid at ordinary rate of pay for the time up to a maximum of eight hours in any one day incurred in travelling pursuant to the employer's direction.
- (4) An employee, to whom the provisions of subclause (1) of this Clause apply, shall be paid an allowance of \$34.90 for any weekend that the employee returns home from the job, but only if -
  - (a) The employee advises the employer or the employer's agent of the employee's intention no later than Tuesday immediately preceding the weekend in which the employee so returns;
  - (b) The employee is not required for work during that weekend;
  - (c) The employee returns to the job on the first working day following the weekend; and
  - (d) The employer does not provide, or offer to provide, suitable transport.
- (5) Where an employee, supplied with board and lodging by the employer, is required to live more than 800 metres from the job the employee shall be provided with suitable transport to and from that job or be paid an allowance of \$15.20 per day, provided that where the time actually spent in travelling either to or from the job exceeds 20 minutes, that excess time shall be paid for at ordinary rates whether or not suitable transport is supplied by the employer.

#### 16. - PAYMENT OF WAGES

- (1) Each employee shall be paid the appropriate rate shown in Clause 33. - Wages of PART I - GENERAL or Clause 10. - Wages of PART II - CONSTRUCTION WORK 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 8. - 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 subparagraph (iii) or (iv) of paragraph (a) of subclause (3) of Clause 8. - 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 8. - Hours in subclause (3) paragraph (a) subparagraphs (iii) and (iv) provide 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 33. - Wages of PART I - GENERAL or Clause 10. - Wages of PART II - CONSTRUCTION WORK 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 8. - 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:

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

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.

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

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

<b>Week of Cycle</b>	<b>Payment</b>
1st, 2nd and 3rd weeks	= average pay each week
4th week	= average pay less 4/5ths of average pay for the four days absent

$$\begin{array}{r}
\text{less total of credits not accrued that week} \\
= \text{1/5th average pay} \\
\text{less } 4 \times 0.4 \text{ hours} \times \text{average weekly pay} \\
\text{-----} \\
38 \\
= \text{1/5th average pay} \\
\text{less } 1.6 \text{ hours} \times \text{average weekly pay} \\
\text{-----} \\
38
\end{array}$$

(4) Alternative Method of Payment:

An alternative method of paying wages to that prescribed by subclause (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 monies due at the termination of service with the employer.

Provided that in the case of an employee whose ordinary hours are arranged in accordance with subparagraph (iii) or (iv) of paragraph (a) of subclause (3) of Clause 8. - 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.

17. - TIME AND WAGES RECORD

- (1) Each employer shall keep a time and wages record showing the name and address of each employee and 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 the official 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 subclause and if for any reason the record be not available at the works when the official calls to inspect it, it shall be made available for inspection within twelve hours either at the employer's office or at the works.

18. - POSTING OF AWARD AND UNION NOTICES

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

19. - BOARD OF REFERENCE

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

in the manner and subject to the conditions specified in the award or order, as the case may be.

20. - SPECIAL PROVISIONS

- (1) **Dirt Money:** An employee shall be paid an allowance of 59 cents per hour when engaged on work of an unusually dirty nature where clothes are necessarily unduly soiled or damaged or boots are unduly damaged by the nature of the work done.
- (2) **Confined Space:** An employee shall be paid an allowance of 73 cents per hour when, because of the dimensions of the compartment or space in which they are working, the employee is required to work in a stooped or otherwise cramped position or without proper ventilation.
- (3) **Hot Work:** An employee shall be paid an allowance of 59 cents per hour when working in the shade in any place where the temperature is raised by artificial means to be between 46.1 and 54.4 degrees celsius.

- (4) Height Money: An employee shall be paid an allowance of \$2.75 for each day on which the employee works at a height of 15.5 metres or more above the nearest horizontal plane.
- (5) (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.
- (6) Diesel Engine Ships: The provisions of subclauses (1) and (2) hereof do not apply to an employee when the employee is engaged on work below the floor plates in diesel engine ships, but the employee shall be paid an allowance of 99 cents per hour whilst so engaged.
- (7) Percussion Tools: An employee shall be paid an allowance of 37 cents per hour when working 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, in respect of all work done in and around the plant outside the machine shop, shall be paid an allowance calculated at the rate of \$14.90 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.
- (9) An employee who is sent to work on any gold mine shall be paid an allowance of such amount as will afford the employee a wage not less than the employee would be entitled to receive pursuant to the award which would apply if the employee was employed by the gold mine concerned.
- (10) An employee who is required to work from a ladder shall be provided with an assistant on the ground where it is reasonably necessary for the employee's safety.
- (11) Special Rates Not Cumulative: Where more than one of the disabilities entitling an employee to extra rates exist on the same job, the employer shall be bound to pay only one rate, namely - the highest for the disabilities so prevailing. Provided that this subclause shall not apply to Confined Space, Dirt Money, Height Money or Hot Work, the rates for which are cumulative.
- (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 employees when engaged on work for which some protective equipment is reasonably necessary.
  - (b) An employee shall sign an acknowledgment when issued with any article of protective equipment and shall return that article to the employer when he is finished using it or on leaving his employment.
  - (c) An employee to whom an article of protective equipment has been issued shall not lend that article to another employee and if he does both he and that other employee shall be deemed guilty of wilful misconduct.



- (d) An article of protective equipment which has been used by an employee shall not be issued by the employer to another employee until it has been effectively sterilised but this paragraph only applies where sterilisation of the article is practicable and is reasonably necessary.
- (e) Adequate safety gear (including insulating gloves, mats, and/or shields where necessary) shall be provided by employers for employees required to work on live electrical equipment.
- (13) (a) The employer shall, when practicable, provide a waterproof and secure place, on each job, for the safe-keeping of an employee's tools when not in use.  
(b) The employer shall indemnify an employee in respect of any tools of the employee stolen, if the employer's failure to comply with this subclause is a material factor in contributing to the stealing of the tools.
- (14) An employee holding either a Third Year First Aid Medallion of the St. John Ambulance Association or a "C" standard Senior First Aid Certificate of the Australian Red Cross Society, appointed by the employer to perform first aid duties shall be paid \$11.60 per week in addition to their ordinary rate.
- (15) Where an employee is required to carry out soldering or similar work, the employer shall be responsible to ensure that the work place is well ventilated.
- (16) Where an employee is required to carry out intricate or finite work the employer shall be responsible to ensure that the work place has sufficient lighting and the necessary equipment to assist viewing of the work.
- (17) No employee shall be requested or compelled to lift an object of more than 30kg without assistance being rendered.

#### 21. - APPRENTICES

Apprentices may be taken in the ratio of one apprentice for every two or fraction of two (the fraction being not less than one) service people and technicians and shall not be taken in excess of that ratio unless -

- (a) the union concerned so agrees; or
- (b) the Commission so determines.

#### 22. - JUNIOR EMPLOYEES

- (1) Un-apprenticed juniors may be employed in the ratio of one junior to every adult employee in all occupations for which an apprenticeship is not provided.
- (2) Junior employees, upon being engaged, shall, if required, furnish the employer with a statement containing the following particulars -
  - (a) Name in full;
  - (b) Age and date of birth;
  - (c) Name of each previous employer and length of service with such employer;
  - (d) Class of work performed for each previous employer.

Such of the foregoing particulars as are within the knowledge of an employer shall be endorsed on the statement and signed by the employer, upon request of the employee.

- (3) No employee shall have any claim upon an employer for additional pay, in the event of the age or length of service of the employee being wrongly stated on the statement. If any junior employee shall wilfully miss-state his age in the above statement he shall be guilty of a breach of this award.

23. - UNDER-RATE EMPLOYEES

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

24. - LOCATION ALLOWANCE

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

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

Marble Bar	\$53.10
Meekatharra	\$18.20
Mount Magnet	\$22.80
Mundrabilla	\$22.60
Newman	\$19.80
Norseman	\$18.10
Nullagine	\$53.00
Onslow	\$35.70
Pannawonica	\$26.80
Paraburdoo	\$26.70
Port Hedland	\$28.60
Ravensthorpe	\$10.90
Roebourne	\$39.70
Sandstone	\$20.60
Shark Bay	\$17.00
Shay Gap	\$17.80
Southern Cross	\$9.70
Telfer	\$48.90
Teutonic Bore	\$20.60
Tom Price	\$26.70
Whim Creek	\$34.20
Wickham	\$33.00
Wiluna	\$20.80
Wittenoom	\$46.90
Wyndham	\$51.50

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

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

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

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

#### 25. - LONG SERVICE LEAVE

The Long Service Leave provisions set out in Volume 68 of the Western Australian Industrial Gazette at pages 1-4, both inclusive, are hereby incorporated in and form part of this award.

#### 26. - REPRESENTATIVE INTERVIEWING EMPLOYEES

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

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

#### 27. - SHIFT WORK

- (1) The provisions of this clause apply to shift work whether continuous or otherwise.
- (2) An employer may work the establishment on shifts but before doing so shall give notice of his intention to the union or unions concerned and of the intended starting and finishing times of ordinary working hours of the respective shifts.

- (3) (a) Where 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 provisions of paragraph (a) shall be as if four 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.
- (4) Where a shift commences at or after 11.00 p.m. on any day, the whole of that shift shall be deemed, for the purposes of this award, to have been worked on the following day.
- (5) A shift employee when on afternoon or night shift shall be paid, for such shift fifteen per cent more than his ordinary rate prescribed by this award. For the purposes of this award any shift finishing after 6.30 p.m. shall be deemed an afternoon shift.
- (6) (a) 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.
- (b) These rates shall be paid in lieu of the shift allowances prescribed in subclause (5) of this clause.
- (7) A continuous shift employee who is not required to work on a holiday which falls on his 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.

#### 28. - STANDING DOWN OF EMPLOYEES

- (a) The employer is entitled to deduct payment for any day upon which a worker (including an apprentice) cannot be usefully employed because of a strike by any of the unions party to this award, or by any other association of union.
- (b) The provisions of paragraph (a) of this subclause also apply where the worker cannot be usefully employed through any cause which the employer could not reasonably have prevented but only if, and to the extent that, the employer and the union or unions concerned so agree or, in the event of disagreement, the Board of Reference so determines.
- (c) Where the stoppage of work has resulted from a breakdown of the employer's machinery the Board of Reference, in determining a dispute under paragraph (b) of this subclause, shall have regard for the duration of the stoppage and endeavours made by the employer to repair the breakdown.

#### 29. - MATERNITY LEAVE

- (1) Eligibility for Maternity Leave:

An employee who becomes pregnant shall, upon production to her employer of a certificate from a duly qualified medical practitioner stating the presumed date of her confinement, be entitled to

maternity leave provided that she has had not less than 12 months' continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

For the purposes of this clause:

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

(2) Period of Leave and Commencement of Leave:

- (a) Subject to subclauses (3) and (6) 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) An employee 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) An employee 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) An employee 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 employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a duly qualified medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (7), (8), (9) and (10) 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 employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened.
- (b) The period of leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(5) Cancellation of Maternity Leave:

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

(6) Special Maternity Leave and Sick Leave:

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

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

(7) Maternity Leave and Other Leave Entitlements:

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

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

(8) Effect of Maternity Leave on Employment:

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

- (9) Termination of Employment:
- (a) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this award.
  - (b) An employer shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.
- (10) Return to Work After Maternity Leave:
- (a) An employee shall confirm her intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.
  - (b) An employee, upon the expiration of the notice required by paragraph (a) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (3), to the position which she held immediately before such transfer. Where such position no longer exists but there are other positions available for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.
- (11) Replacement Employees:
- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.
  - (b) Before an employer engages a replacement employee under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
  - (c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
  - (d) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.
  - (e) A replacement employee shall not be entitled to any of the rights conferred by this clause except where her employment continues beyond the twelve months qualifying period.

### 30. - 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.

### 31. - PART-TIME EMPLOYMENT

- (1) A part time employee may be engaged to work for a constant number of hours each week which having regard to the various ways of arranging ordinary hours shall average less than 38 hours per week.
- (2) An employee so engaged shall be paid per hour one thirty-eighth of the weekly wage prescribed for the classification in which the employee is engaged.
- (3) An employee engaged on a part time basis shall be entitled in respect of annual leave, holidays, sick leave and bereavement leave arising under this award payment on a proportionate basis calculated as follows:
  - (a) Annual Leave

Where a part time employee is entitled to a payment, either on termination or for the purpose of annual leave or at a close down, for continuous service in any qualifying twelve monthly period then the payment of 2.923 hours' pay prescribed by paragraph (b) of subclause (6) of

Clause 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 11. - Sick Leave 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 12. - 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 9. - Overtime of this award.

32. - TRAINEES

NOTE: It is the intention of the parties for the award to contain provisions which regulate the employment conditions of trainees.

Provisions will be inserted into the award as soon as agreement is reached between the parties.

33. - WAGES

The minimum rates of wages payable weekly to employees covered by this award shall be as follows -

(1) (a) Adults

	Rate Per Week	Arbitrated Safety Net Adjustment	Total Rate Per Week
Electronic Technician (Grade III)	537.50	347.80	885.30
Electronic Technician (Grade II)	463.30	345.20	808.50
Electronic Technician (Grade I)	442.20	346.60	788.80
Electronic Serviceperson	418.90	345.80	764.70
Installer	375.90	342.30	718.20
Serviceperson's Assistant	357.90	341.60	699.50
Assembler (1)	352.60	341.50	694.10
Assembler	331.50	340.70	672.20
Trainee Installer			665.90

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

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

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

(2) Leading Hands:

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

(a)	If placed in charge of not less than three and not more than ten other employees	\$30.50
(b)	If placed in charge of more than ten but not more than twenty other employees	\$46.00
(c)	If placed in charge of more than twenty other employees	\$59.90

(3) Apprentices:

(Wage per week expressed as a percentage of the rate per week for an "Electronic Serviceperson" set out in subclause (1) of this clause).

(a)	Four Year Term -	%
	First Year	42
	Second Year	55
	Third Year	75
	Fourth Year	88
(b)	Three and A Half-Year Term -	%
	First Six Months	42
	Next Year	55
	Following Year	75
	Final Year	88
(c)	Three Year Term	%
	First Year	55
	Second Year	75
	Third Year	88

(4) (a) Junior Employees -

(Wage per week expressed as a percentage of the "Assembler" rate as shown in subclause (1) of this clause).

	%
Under 16 years of age.....	35
Between 16 and 17 years of age...	45
Between 17 and 18 years of age...	55
Between 18 and 19 years of age...	65
Between 19 and 20 years of age...	78.5

Between 20 and 21 years of age... 93

(b) Junior Employees - Installers

(Wage per week expressed as a percentage of the "Installer" rate as shown in subclause (1) of this clause).

%

Under 17 years of age.....	45
Between 17 and 18 years of age...	55
Between 18 and 19 years of age...	65
Between 19 and 20 years of age...	75
Between 20 and 21 years of age...	90

(5) Tool Allowance

(a) Where an employer does not provide a technician, serviceperson, installer or an apprentice with the tools ordinarily required by that person in the performance of work as a technician, serviceperson, installer or an apprentice the employer shall pay a tool allowance of -

(i) \$16.70 per week to such technician, serviceperson, installer; or

(ii) In the case of an apprentice a percentage of \$16.70 being the percentage which appears against their year of apprenticeship in subclause (3) of this clause for the purpose of such technician, serviceperson, installer or apprentice applying and maintaining tools ordinarily required in the performance of work as a technician, serviceperson, installer or apprentice.

(b) Any tool allowance paid pursuant to paragraph (a) of this subclause shall be included in, and form part of, the ordinary weekly wage prescribed in this clause.

(c) An employer shall provide for the use of technicians, service people, installers or apprentices all necessary power tools, special purpose tools and precision measuring instruments.

(d) A technician, serviceperson, installer or apprentice shall replace or pay for any tools supplied by the employer if lost through his negligence.

(6) Casual Employees:

A casual employee shall be paid twenty per cent of the ordinary rate in addition to the ordinary rate prescribed for the classification in which that employee is employed.

(7) Structural Efficiency:

(a) Arising out of the decision of 8 September 1989 in the State Wage Case and in consideration of the wage increases resulting from the first structural efficiency adjustment in Application No. 1756 of 1989, employees are to perform a wider range of duties including work which is incidental or peripheral to their main tasks or functions.

(b) The parties to this award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the electronics and information technology industry and to enhance the career opportunities and job security of employees in the industry.

(c) At each plant or enterprise a consultative mechanism may be established by the employer, or shall be established upon request by the employees or their relevant union or unions. The consultative mechanism and procedure shall be appropriate to the size, structure and needs of that plant or enterprise. Measures raised by the employer, employees, or union or unions for

consideration consistent with the objectives of paragraph (b) hereof shall be processed through that consultative mechanism.

- (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 36. - Training, matters concerning training and, subject to paragraph (e) hereof, any other measures consistent with the objectives of paragraph (b) of this subclause.
- (e) Without limiting the rights of either an employer or a union to arbitration, any other measure designed to increase flexibility at the plant or enterprise and sought by either party shall be notified to the Western Australian Industrial Relations Commission 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 such 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 paragraphs (c) and (d) hereof shall be subject to the provisions of Clause 30. - Avoidance of Industrial Dispute, of this award.
- (g) The parties to this award agree to finalise outstanding matters relating to the classification structure and definitions and in respect of further flexibility provisions relating but not limited to hours of work and higher duties within six months of 25th October, 1990.

#### 34. - UNION COVERAGE

The unions party to this part of the award shall be Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering and Electrical Division, Western Australian Branch, (the CEPU) and the Association of Draughting, Supervisory and Technical Employees, Western Australian Branch (ADSTE) provided that ADSTE shall not enrol or seek to enrol as members any employee bound by this Part of the award, except employees engaged in classifications above the classification of Electronic Serviceperson. Provided further, that the CEPU may enrol or seek to enrol as members any employee engaged in any and all of the classifications in this Part of the award.

#### 35. - LIBERTY TO APPLY

- (1) Leave is reserved to insert an award provision relating to Termination, Change and Redundancy.
- (2) Leave is reserved to insert an award provision covering superannuation benefits.
- (3) Leave is reserved to employers or groups of employers to make application to the Commission to reduce and/or postpone the application of any increase in labour costs determined under the 1991 State Wage Case (Application No. 704 of 1991) on the grounds of very serious or extreme adversity.

### 36. - TRAINING

- (1) The parties to this Award recognise that in order to increase efficiency, productivity and 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 wherever possible with career opportunities through appropriate training to acquire additional skills; and
  - (c) removing barriers to the utilisation of skills acquired.
- (2) Following consultation in accordance with subclause (7) in Clause 33. - 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 electronics and information technology industry through courses conducted by accredited educational institutions and providers.
- (3) Where it is agreed that a training committee be established, such training committee shall be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, which may include but not be limited to -
  - (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 on-going effectiveness of the training.
- (4)
  - (a) Where, as a result of consultation in accordance with subclause (7) of Clause 33. - 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 always that reimbursement shall also be on an annual basis, in arrears, 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 objectives detailed in subclause (1) hereof. In this

connection, the unions reserve the right to pursue 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 electronics and information technology industry.

- (6) Any dispute arising in relation to subclauses (2) and (3) shall be subject to the provisions of Clause 30. - Avoidance of Industrial Disputes, of this award.

### 37. - REDUNDANCY

(1) Discussions Before Terminations

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

(2) Transfer to Lower Paid Duties

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

(3) Severance Pay

- (a) In addition to the period of notice prescribed in paragraph (a) of subclause (2) in Clause 6. - Contract of Service, of this Award, for ordinary termination, and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in paragraph (a) of subclause (1) of this clause shall be entitled to the following amount of severance pay in respect of a continuous period of service.

PERIOD OF CONTINUOUS SERVICE	SEVERANCE PAY
Less than 1 year	Nil
1 year but less than 2 years	4 weeks
2 years but less than 3 years	6 weeks
3 years but less than 4 years	7 weeks
4 years and over	8 weeks

"Week's Pay" means the ordinary weekly rate of wage for the employee concerned.

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

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

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

- (c) Service by the employee with a business which has been transmitted from one employer to another and the employee's service has been deemed continuous in accordance with subclause (3) of Clause 2 of the Long Service Leave Provisions published in Volume 66 of the Western Australian Industrial Gazette at pages 1-4 shall also constitute continuous service for the purpose of this clause.

(4) Employee Leaving During Notice

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

(5) Alternative Employment

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

Time Off During Notice Period

- (a) During the period of notice of termination of employment given by an employer, an employee whose employment is to be terminated for reasons set out in paragraph (a) of subclause (1) of this clause that employee shall for the purpose of seeking other employment shall be entitled to be absent from work during each week of notice up to a maximum of eight ordinary hours without deduction of pay.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

(7) Notice to Commonwealth Employment Service

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



(8) Superannuation Benefits

- (a) Subject to further order of the Commission where an employee, who is terminated receives a benefit from a superannuation scheme, the employee shall only receive under subclause (3) of this clause the difference between the severance pay specified in that subclause and the amount of the superannuation benefit the employee receives which is attributable to employer contributions only.
- (b) If the superannuation benefit is greater than the amount due under subclause (3) of this clause then the employee shall receive no payment under that subclause.
- (c) Provided that benefits arising directly or indirectly from contributions made by an employer in accordance with an award, agreement or order made or registered under the Industrial Relations Act 1979 shall not be taken into account unless the Commission so orders in a particular case.

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

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

(10) Employees Exempted

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

(11) Employers Exempted

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

(12) Incapacity to Pay

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

(13) Dispute Settling Procedures

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

## PART II. - CONSTRUCTION WORK

This Part of the award, Clause 1. - General Provisions to Clause 12. - Union Coverage inclusive shall apply to employees engaged on construction work defined in Clause 5. - Definitions of PART I - GENERAL of this award.

### 1. - GENERAL PROVISIONS

Except as provided in this Part the provisions of PART I - GENERAL of this award shall apply to employees engaged on construction work defined in Clause 5. - Definitions of that Part.

### 2. - CONTRACT OF SERVICE

- (1) A contract of service to which PART II - CONSTRUCTION WORK of 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 of notice than is hereinafter prescribed nor to affect an employer's right to dismiss an employee without notice for misconduct and an employee so dismissed shall be paid wages for the time worked up to the time of dismissal only.
- (2) Subject to the provisions of this clause, an employee may on any day, give to the employer the appropriate period of notice of termination of the contract prescribed in subclause (4) of this clause and the contract terminates when that period expires.
- (3) (a) Where an employee 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 expireshe 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 employee 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 employee pays to the employer, whether by forfeiture or otherwise, an amount equivalent to the employee's ordinary wages for the period of notice which should have been given.
- (4) The period of notice referred to in subclause (2) of this clause is -
  - (a) in the case of a casual employee, 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.
- (5) (a) On the first day of engagement an employee shall be notified by his employer or by the employer's representative whether the duration of his employment is expected to exceed one month and, if he is hired as a casual employee, he shall be advised accordingly.

- (b) An employee shall, for the purposes of this award, be deemed to be a casual employee:
  - (i) if the expected duration of the employment is less than one month; or
  - (ii) if the notification referred to in paragraph (a) of this subclause is not given and the employee is dismissed through no fault of his own within one month of commencing employment.
- (6) (a) Subject to paragraph (b) hereof an employer shall, in the case of an employee who has completed one month's service with that employer, give notice to the employee on the day on which the contract of service is to end and pay the employee one week's ordinary wages: Provided that where an employee, 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.
- (b) An employer may terminate the contract of service -
  - (i) in the case of a casual employee, by giving to the employee one hour's notice or by paying to him one hour's pay in lieu of notice;
  - (ii) in any other case, during the first month of employment under the contract, by giving to the employee one day's notice or by paying to him one day's pay in lieu of notice.
- (7) The employer shall be under no obligation to pay for any day not worked upon which an employee is required to present himself for duty, except when such absence from work is due to illness and comes within the provisions of Clause 11. - Sick Leave of PART I - GENERAL of this award or such absence is on account of holidays to which the employee is entitled under the provisions of this award.
- (8) (a) The employer is entitled to deduct payment for any day upon which an employee (including an apprentice) cannot be usefully employed because of a strike by any of the unions party to this award, or by any other association or union.
- (b) The provisions of paragraph (a) of this subclause also apply where the employee cannot be usefully employed through any cause which the employer could not reasonably have prevented but only if, and to the extent that, the employer and the union or unions concerned so agree or, in the event of disagreement, the Board of Reference so determines.
- (c) Where the stoppage of work has resulted from a breakdown of the employer's machinery the Board of Reference, in determining a dispute under paragraph (b) of this subclause, shall have regard for the duration of the stoppage and the endeavours made by the employer to repair the breakdown.

### 3. - SHIFT WORK

- (1) 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.
- (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 provisions of paragraph (a) shall be as if four 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 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.
- (4) A shift employee engaged on construction work or on commissioning tests for new plant shall, in addition to the ordinary rate, be paid per shift for eight hours, a loading of twenty-five per cent for night shift.
- (5) 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.

#### 4. - REST PERIOD

- (1)
  - (a) Subject to the provisions of this subclause, a rest period of seven minutes from the time of ceasing to the time of resumption of work shall be allowed each morning.
  - (b) 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.
  - (c) Refreshments may be taken by employees during the rest period but the period of seven minutes shall not be exceeded under any circumstances.
  - (d) An employer who satisfies the Commission that any employee has breached any condition expressed or implied in this subclause may be exempted from liability to allow the rest period.
  - (e) In an establishment in which the majority of employees are not subject to this award, the provisions of this subclause 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.
- (2) On work on which the majority of employees are employed under this award, in addition to the rest period referred to in subclause (1) of this clause 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 subclause 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.

#### 5. - SPECIAL RATES AND PROVISIONS

- (1)
  - (a) Where obnoxious or unusually dirty or extreme confined space conditions are encountered attributable to sources other than normal construction work disabilities, the Board of Reference may be convened to investigate the specific complaint.
  - (b) The Board of Reference shall determine the remedial measures required and/or award a disability allowance if deemed necessary in the circumstances.
- (2)
  - (a) The employer shall, where practicable, provide a waterproof and secure place on each job for the safekeeping of an employee's tools when not in use and an employee's working clothes and where an employee is absent from work because of illness or accident and has advised the

employer to that effect in accordance with the provisions of Clause 11. - Sick Leave of PART I - GENERAL of this award the employer shall ensure that the employee's tools and working clothes are securely stored during their absence.

- (b) Subject to paragraph (c) hereof where the employee's tools or working clothes are lost by fire or breaking and entering whilst securely stored in the place provided by the employer under paragraph (a) hereof the employer shall reimburse the employee for that loss but only up to a maximum of \$346.50.
- (c) The provisions of paragraph (b) hereof shall only apply with respect to tools and working clothes used by an employee in the course of their employment as set out in a list furnished to the employer at least twenty four hours before being lost by fire or theft and if the employee has reported any theft to the police.

#### 6. - ALLOWANCE FOR TRAVELLING AND EMPLOYMENT IN CONSTRUCTION WORK

- (1) An employee, who, on any day, is required by the employee's employer to report directly to the job, shall be paid an allowance in accordance with the provisions of this subclause to compensate for travel patterns and costs peculiar to the industry, which includes mobility requirements of employees, and the nature of employment in construction work covered by this award -
  - (a) On places within a radius of 50 kilometres from the General Post Office, Perth - \$16.65 per day.
  - (b) For each additional kilometre to a radius of 60 kilometres from the General Post Office, Perth - 85 cents per kilometre.
  - (c) Subject to the provisions of paragraph (d), work performed at places beyond a 60 kilometre radius from the General Post Office, Perth shall be deemed to be distant work unless the employer and the employees, with the consent of the union, agree in any particular case that the travelling allowance for such work shall be paid under this clause, in which case an additional allowance of 85 cents per kilometre shall be paid for each kilometre in excess of the 60 kilometre radius.
  - (d) In respect of work carried out from an employer's depot situated outside a radius of 60 kilometres from the General Post Office, Perth the main Post Office in the town in which such depot is situated shall be the centre for the purpose of calculating the allowance to be paid.
  - (e) Where transport to and from the job is supplied by the employer from and to the depot or such other place more convenient to the employee as is mutually agreed upon between the employer and the employee, half the above rates shall be paid, provided that the conveyance used for such transport is equipped with suitable seating and weather proof covering.
- (2) The provisions of this clause do not apply to an employee to whom Clause 7. - Distant Work of Part II - Construction Work is applicable.

#### 7. - DISTANT WORK

- (1) Where an employee is engaged or selected or advised by an employer to proceed to construction work at such a distance that he cannot return to his home each night and the employee does so, the employer shall provide the employee with suitable board and lodging or shall pay the expenses reasonably incurred by the employee for board and lodging.
- (2) The provisions of subclause (1) of this clause do not apply with respect to any period during which the employee is absent from work without reasonable excuse and in such a case, where the board and lodging is supplied by the employer, he may deduct from moneys owing or which may become owing

to the employee an amount equivalent to the value of that board and lodging for the period of the absence.

- (3) Subject to the provisions of subclause (5) of this clause -
  - (a) the employer shall pay all reasonable expenses including fares, transport of tools, meals and, if necessary, suitable overnight accommodation incurred by an employee or person engaged who is directed by his employer to proceed to the locality of the site and who complies with such direction.
  - (b) the employee shall be paid at ordinary rate of payment for the time up to a maximum of eight hours in any one day incurred in travelling pursuant to the employer's direction.
- (4) Where an employee who, after one month of employment with an employer, leaves 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 2. - Contract of Service of this Part of this award returns to the place from where the employee first proceeded to the locality, or to a place less distant than or equidistant to the place where he first proceeded, the employer shall pay all expenses - including fares, transport of tools, meals and, if necessary, suitable overnight accommodation - incurred by the employee in so returning. Provided that the employer shall in no case be liable to pay a greater amount under this subclause than he would have paid if the employee had returned to the locality from which he first proceeded to the job.
- (5) On work north of the 26th parallel of South Latitude the following provisions apply -
  - (a) The employer may deduct the amount of the forward fare from the employee's first or later wages but the amount so deducted shall be refunded to the employee if he continues to work for three months, or, if the work ceases sooner, for so long as the work continues.
  - (b) If the employee continues to work for the employer for at least six months or if the work ceases sooner, for so long as the work continues, the employer shall, on termination of the employee's engagement, pay the fare of the employee back from the place of work to the place of engagement if the employee so desires.
- (6) An employee, to whom the provisions of subclause (1) of this clause apply, shall be paid an allowance of \$34.00 for any weekend that the employee returns home from the job, but only if -
  - (a) The employee advises the employer or the employee's agent of the employee's 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 weekend;
  - (c) The employee returns to the job on the first working day following the weekend; and
  - (d) The employer does not provide, or offer to provide, suitable transport.
- (7) Where an employee, supplied with board and lodging by the employer, is required to live more than 800 metres from the job the employee shall be provided with suitable transport to and from the job or be paid an allowance of \$14.95 per day, provided that where the time actually spent in travelling either to or from the job exceeds 20 minutes, that excess time shall be paid for at ordinary rates whether or not suitable transport is supplied by the employer.
- (8) Notwithstanding any other provisions contained in this clause and in lieu of any such provisions the following conditions shall apply to an employee who is engaged or selected or advised by an employer to proceed to construction work at such a distance that 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) An employee may return to his home or to Perth or to any other place at a weekend to be mutually agreed upon between the employee and his employer:

- (i) After four continuous months service with his employer; and in addition to the weekend the employee shall be entitled to two days leave on ordinary pay subject to the provisions of paragraph (b) hereof, and
  - (ii) After each further period of four months continuous service with his employer; and in addition to the weekend, the employee shall be entitled to two days leave, one of which days shall be on ordinary pay subject to the provisions of paragraph (b) hereof.
- (b) Where an employee returns home or to Perth or any other place in accordance with the provisions of this subclause and returns to the job and commences work at the time arranged with his employer, on the first working day for that employee immediately following the period of leave referred to in paragraph (a) hereof, that employee shall be paid at the completion of the first pay period commencing on or after the day upon which the employee returns to work from the leave taken pursuant to 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 an employee 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.
- (9) Any time in respect of which an employee is absent from work except time for which he is entitled to claim payment pursuant to Clause 11. - Sick Leave of PART I - GENERAL of this award or time spent on holidays pursuant to subclause (1) of Clause 10. - Holidays and Annual Leave of PART I - GENERAL of this award shall not count for determining his rights to travel and leave under the provisions of subclause (8) of this clause.

#### 8. - ANNUAL LEAVE LOADING

Notwithstanding the provisions of paragraph (c) of subclause (3) of Clause 10. - Holidays and Annual Leave of PART I - GENERAL of this award the loading prescribed in the said paragraph shall apply to proportionate leave due to an employee whose employment is terminated by the employer for any cause other than misconduct.

#### 9. - RIGHT OF ENTRY

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

On notifying the employer or his representative, the secretary or any authorised officer of the union party to this part of the award shall have the right to visit any job at any time when work is being carried on, whether during or outside the ordinary working hours and to interview the employees covered by this award provided that he does not unduly interfere with the work in progress.

#### 10. - WAGES

- (1) Subject to Clause 5. - Special Rates and Provisions of Part II of the award the ordinary weekly rate of wage shall be as set out hereunder and shall be inclusive of all special rates and allowances and be paid as an "all purpose" rate.
- (2) The ordinary weekly wage of an employee engaged on construction work shall consist of the base rate and the special payment as set out in subclause (3) of this clause.

(3) (a) CLASSIFICATIONS

	Rate Per Week	Special Payment	Arbitrated Safety Net Adjustment	Total Rate Per Week
Electronic Technician (Grade III)	537.50	31.50	348.80	917.80
Electronic Technician (Grade II)	463.30	26.90	346.10	836.30
Electronic Technician (Grade I)	442.20	25.40	345.40	813.00
Electronic Serviceperson	418.90	24.00	346.60	789.50
Installer	375.90	18.10	342.90	736.90
Trainee Installer (90% of Installer)	338.30	16.30	323.00	677.60

(4) Apprentices:

The ordinary weekly wage of an apprentice shall be calculated by applying the percentage applicable under subclause (4) of Clause 33. - Wages of PART I - GENERAL of this award to the rate prescribed for a "Serviceperson" in subclause (3) of this clause for the construction work upon which the apprentice is engaged.

(5) Construction Allowances:

(a) In addition to the appropriate rates of pay prescribed in this clause an employee shall be paid -

- (i) \$53.60 per week if engaged on the construction of a large industrial undertaking or any large civil engineering projects.
- (ii) \$48.50 per week if engaged on a multi-storeyed 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 the employee is required to work. A multi-storeyed building is a building which, when completed, will consist of at least five storeys.
- (iii) \$28.30 per week if engaged otherwise on construction work falling within the definition of construction work in Clause 5. - Definitions of PART I - GENERAL 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.

(6) Leading Hand:

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

- (a) If placed in charge of not less than three and not more than ten other employees \$30.50
- (b) If placed in charge of more than ten but not more than twenty other employees \$46.00
- (c) If placed in charge of more than twenty other employees \$59.90

(7) (a) Where an employer does not provide a Technician, Serviceperson, Installer or Apprentice with the tools ordinarily required by that Serviceperson, Technician or Installer in the performance of work as a Technician, Installer or Apprentice the employer shall pay a tool allowance of -

- (i) \$16.70 per week to such Technician, Serviceperson or Installer, or



(ii) In the case of an apprentice a percentage of \$16.70 being the percentage referred to in subclause (3) of Clause 33. - Wages of PART I - GENERAL of this award,

for the purpose of such Technician, Serviceperson, Installer or Apprentice supplying and maintaining tools ordinarily required in the performance of work as a Technician, Serviceperson, Installer or Apprentice.

(b) Any tool allowance paid pursuant to paragraph (a) of this subclause shall be included in, and form part of, the ordinary weekly wage prescribed in this clause.

(c) An employer shall provide for the use of Technicians, Servicepersons, Installers and Apprentices all necessary power tools, special purpose tools and precision measuring instruments.

(d) A Technician, Serviceperson, Installer or Apprentice shall replace or pay for any tools supplied by the employer if lost through that person's negligence.

(8) A casual employee shall be paid twenty per cent of the ordinary rate in addition to the ordinary rate prescribed for the classification in which that employee is employed.

(9) Minimum Wage:

(a) No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.

(b) The minimum adult award wage for full-time employees aged 21 or more is \$665.90 per week payable on and from the commencement of the first pay period on or after 1 July 2014.

(c) The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case Decisions.

(d) Unless otherwise provided in this clause adults employed as casuals, part-time employees or piece workers or employees who are remunerated wholly on the basis of payment by result shall not be paid less than pro rata the minimum adult award wage according to the hours worked.

(e) Employees under the age of 21 shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award to the minimum adult award wage.

(f) The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or Jobskill placements or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the Minimum Conditions of Employment Act 1993.

(g) Liberty to apply is reserved in relation to any special category of employees not included here or otherwise in relation to the application of the minimum adult award wage.

(h) Subject to this clause the minimum adult award wage shall –

(i) Apply to all work in ordinary hours.

(ii) Apply to the calculation of overtime and all other penalty rates, superannuation, payments during any period of paid leave and for all purposes of this award.

(i) Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2014 State Wage order decision. Any increase arising from the insertion of the minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to

enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset the minimum wage.

(j) Adult Apprentices

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

(10) 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 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 the Award are committed to implementing a new wage and classification structure. In making this commitment the parties:
  - (i) Accept in principle that the descriptions of job functions within a new structure will be more broadly based and generic in nature;
  - (ii) Undertake that upon variation of the Award to implement a new wage and classification structure, employees may undertake training for a wider range of duties and/or access to higher levels in accordance with the definitions and training standards laid down in the award variation relating to a new classification structure;
  - (iii) Will co-operate in the transition from the existing classification structure to the proposed new structure to ensure that the transition takes place in an orderly manner without creating false expectations or disputation.
- (c) In the event that there is a claim for reclassification by an existing employee to a higher level under any 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) Agreed competency standards shall be established by the parties in conjunction with TAFE and the State Employment Skills Development Authority (SESDA), (when operative) for all levels in any new classification structure before any claims for reclassification are processed.
  - (iii) An agreed authority (such as TAFE or SESDA) or agreed accreditation authority (when operative) shall test the validity of an employee's claim for reclassification.

- (d) Reclassification to any higher level shall be contingent upon such additional work being available and required to be performed by the employer.
- (e) The parties are committed to modernising the terms of the Award and to addressing the issues associated with training in an endeavour to finalise these matters by 1 August 1990.
- (f) The commitments referred to in this subclause are supported by a Memorandum of Agreement between the parties attached to the Award as a Third Schedule.

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.

#### 11. - AVOIDANCE OF INDUSTRIAL DISPUTES

- (1) To facilitate the remedying of any grievance or the settlement of any dispute on construction work the following procedure shall apply, namely -
  - (a) The job steward on the site may discuss with the foreman any grievance affecting the employees the job steward represents and, if the matter is not satisfactorily resolved, the job steward may discuss the matter with the industrial officer or other officer nominated by the employer to deal with such matters on the site.
  - (b) If the matter is not resolved by the foregoing discussions the job steward shall notify the secretary of the union and shall thenceforth leave the conduct of negotiations in the hands of the union.
  - (c) Where a matter has been referred to the union by the job steward the union shall promptly take all steps necessary under its rules and under the Industrial Arbitration Act for the resolution of the matter.
  - (d) 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.
  - (e) 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.
- (2) A job steward shall not leave the place of work to investigate any matter or to discuss any matter with the employer's representative unless on each occasion the job steward first obtains permission to do so from the foreman or supervisor or unless, in the absence of both foreman and supervisor the job steward first notifies the leading hand.
- (3) A job steward shall not during working hours call or hold any meeting of the employees concerned with any grievance or dispute relating to construction work.

#### 12. - UNION COVERAGE

The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering and Electrical Division, Western Australian Branch, shall be the sole union able to enrol or seek to enrol as members, employees bound by this Part of the Award.

#### 13. - TERMINATION/REDUNDANCY

- (1) This clause shall apply where an employee becomes redundant:
- (a) "Redundancy" means a situation where an employee is terminated by his or her employer other than for reasons of misconduct or refusal of duty.
  - (b) "Redundant" has a corresponding meaning.
- (2) Severance Pay:
- (a) An employee, leaving his/her employer on account of a decision in accordance with subclause (1) hereof, shall be entitled to the following amount of severance pay in respect of continuous periods of service:
 

PERIOD OF CONTINUOUS SERVICE SEVERANCE PAY	
Less than one year	\$20.00 for each completed week of service, to a maximum of two weeks' pay
One year but less than two years	Two weeks' pay plus \$20.00 for each completed week of service, to a maximum of four weeks' pay
Two years but less than three years	Four weeks' pay plus \$20.00 for each completed week of service, to a maximum of six weeks' pay
Three years but less than four years	Seven weeks' pay
After four years and over	Eight weeks' pay
  - (b) In lieu of the \$20.00 specified in paragraph (a) hereof, after 14 October 1991 and rate of accrual shall be \$25.00 for each completed week of service, with the maximum accrual as specified.
  - (c) "Week's pay" shall mean the ordinary weekly rate of wage for the employee concerned as set out in Clause 10. - Wages hereof, but shall not include site, disability or travel allowances.
  - (d) For the purposes of this clause, "service" shall mean employment on construction work as defined by Clause 5 of Part I of this Award but shall not include -
    - (i) Service as an apprentice under the terms of this Award; or
    - (ii) Service under Part I of this Award.
  - (e) For the purpose of implementing this clause, employees who have been continuously employed with an employer since 22 March 1989 shall have service with the employer for that time counted in calculation of their length of service.
 

For all other employees who were not in the employ of their current employer on 22 March 1989, length of service shall be calculated on the time of continuous service with their current employer.
  - (f) For the purpose of this clause, continuity of service shall not be broken on account of -
    - (i) Any interruption or termination of employment by the employer if made merely with the intention of avoiding obligations hereunder in respect of leave of absence; or
    - (ii) Any absence from work on account of personal sickness or accident for which an employee is entitled to claim sick pay as prescribed by this Award, or on account of leave lawfully granted by the employer; or

- (iii) Any absence, with reasonable cause, proof whereof shall be provided by the employee; and

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

- (g) Where an employee remains in his/her employment with the employer and is transferred between construction sites, or between construction work and work under Part I of this Award, the period of service on construction work shall be preserved for the purposes of calculating continuous service under the terms of this clause.
- (h) Service by the employee with a business which has been transmitted from one employer to another and the employee's service has been deemed continuous in accordance with subclause (3) in Clause 2 of the Long Service Leave Provisions published in Volume 66 of the Western Australian Industrial Gazette at pages 1-4, shall also constitute continuous service for the purpose of this clause.
- (i) An employee who terminates his/her employment before the completion of four weeks' continuous service with the employer shall not be entitled to the provisions of this clause.

(3) Employee Leaving During Notice

An employee whose employment is to be terminated in accordance with this clause may terminate his/her employment during the period of notice and if this occurs, shall be entitled to the provisions of this clause as if the employee remains with the employer until expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

(4) Incapacity to Pay

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

(5) Alternative Employment

An employee, in a particular severance/redundancy case, may make application to the Commission to have the provisions of this clause varied if the employer obtains acceptable alternative employment for an employee which shall include, but not limited to, transfer from one site to another and/or transfer to a workshop.

(6) Dispute Settling Procedures

Any dispute under these provisions shall be processed according to procedures established in Clause 11. - Grievances and Disputes hereof and in the event that the dispute is not resolved by those procedures, the matter shall be referred to the Western Australian Industrial Relations Commission.

(7) Termination/Redundancy Fund

Employers may, at their discretion, utilise a fund to meet their liabilities to their employees accrued pursuant to the term of this clause, provided that such fund shall provide a level of benefits equal to those prescribed by this clause.

#### 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

Action Electronics Pty Ltd  
144 Northwood Street  
LEEDERVILLE WA 6007

Aldetec Pty Ltd  
7 Burgay Court  
OSBORNE PARK WA 6017

Allcom Pty Ltd  
33 Gympie Way  
WILLETTON WA 6155

Ampac Industries (WA) Pty Ltd  
70 Jersey Street  
JOLIMONT WA 6014

Associated Electronic Services (1979) Pty Ltd  
5 Bookham Street  
MORLEY WA 6062

Automated Lab Equipment Pty Ltd  
3 Whyalla Street  
WILLETTON WA 6155

Computronics International Pty Ltd  
31 Kensington Street  
EAST PERTH WA 6000

Digital Systems Pty Ltd  
112 Churchill Avenue  
SUBIACO WA 6008

Ejan Electronics Services  
87a Briggs Street  
CARLISLE WA 6101

Hinco Engineering  
309 Hay Street  
SUBIACO WA 6008

Industrial Micro Products (Aust)  
1 Brewer Street  
EAST PERTH WA 6000

J.R.L. Component Sales Pty Ltd  
896 Beaufort Street  
INGLEWOOD WA 6052

Jemal Products Pty Ltd  
5 Forge Street  
WELSHPOOL WA 6106

Lion Electronics  
314 Great Eastern Highway  
MIDLAND WA 6056

Micro Controls Ltd  
59 Collingwood Street  
OSBORNE PARK WA 6017

New Era Electro Service (WA)  
55 Robinson Avenue  
BELMONT WA 6104

Omnitronics Pty Ltd  
15 Hector Street  
OSBORNE PARK WA 6017

Precision Microsystems Pty Ltd  
3a/18 Milford Street  
EAST VICTORIA PARK WA 6101

Radiolab Limited  
249 Balcatta Road  
BALCATTWA WA 6021

Mike Steward Electronic and Electrical Services  
14 Honey Dew Close  
MAIDA VALE WA 6057

Unidata Australia  
3 Whyalla Street  
WILLETTON WA 6155

Unitronics Pty Ltd  
Unit 3 Node 500  
Technology Park  
11 Brodie Hall Drive  
BENTLEY WA 6102

Underwater Video Systems Pty Ltd  
10 Whyall Street  
WILLETTON WA 6155

N.A. Walker Pty Ltd  
28 Baretta Road  
WANGARA WA 6065

Anitech  
37 Belmont Avenue  
BELMONT WA 6104

Western Electric (Aust) Pty Ltd  
5 Rye Lane Street  
MADDINGTON WA 6109



SECOND SCHEDULE - EXEMPTIONS

The following company shall be exempt from the provisions of this award:

Circuit Technology Australia Pty Ltd  
16 Yampi Way  
WILLETTON WA 6155

### THIRD SCHEDULE - MEMORANDUM OF UNDERSTANDING

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

and

Employers in the Electronics Industry

- (1) In line with the decision of the Commission in Court Session in Application No. 1940 of 1989 the parties are committed to award restructuring which will provide for improvement in efficiency and productivity in the electronics industry.
- (2) The parties agree that award restructuring will also provide the opportunity for employees to obtain better paid and more varying and fulfilling jobs. A main desire of the parties is to develop wage and classification structures which will promote the objectives sought in this Point and in Point 1.
- (3) To enhance the implementation of award restructuring in this State and to allow for the particular needs of the industry in Western Australia to be explored and addressed, the parties agree to establish a State working group to examine national proposals for award restructuring and to examine all other proposals considered appropriate by the parties to award restructuring for the electronics industry in Western Australia including any new classification structure and appropriate definitions. In saying this the parties recognise that the Electronics Industry Award already has a developed career path and any changes to the structure in that Award will be to improve on the existing career path. The State working group will consult and liaise with any Federal Award working parties where appropriate.
- (4) The parties accept that training in the non-trade, trade and post-trade areas is broadening and changing and commit themselves to assist in developing agreed training modules and courses within the structures provided by the State Employment Skills Development Authority (S.E.S.D.A.) (when operative) and the appropriate training board or any other agreed accredited body/authority. In this context the parties note that this is a priority issue in the electronics industry where it is agreed that training currently available falls well short of the needs of the industry.
- (5) The parties state that award restructuring should not be used as a vehicle for job shedding. On the contrary, through improved industry competitiveness, award restructuring should enhance job security.
- (6)
  - (a) The parties agree to discuss all structural efficiency measures and are committed to modernising the terms of the award so that it provides for more flexible working arrangements, improves the quality of working life, enhances skills and job satisfaction and assists positively in the restructuring process.
  - (b) It is the employers' position that issues may emerge in negotiations for modernising the Award that will require consideration, negotiation and/or arbitration.
  - (c) It is the Union's position that specific structural efficiency measures will be negotiated between the relevant Unions and the employers and will be implemented only when final agreement is reached.
- (7) The parties agree that structural efficiency measures are not a repeat of the second tier exercise and note that proposals for change should not be approached in a negative cost cutting manner.
- (8) In the transition from the old classification structure to any new structure that may be developed and to avoid disputation on future reclassification the following principles and procedures should apply -
  - (a) Employees will transfer to any new classification structure without loss of pay in accordance with a schedule agreed between the parties which will "line-up" the old classifications with any new levels.
  - (b) In the event that there is a claim for reclassification by an existing employee to a higher level under any 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) agreed competency standards shall be established by the parties in conjunction with T.A.F.E. and S.E.S.D.A. (when operative) for all levels in any new classification structure before any claims for reclassification are processed;
  - (iii) an agreed authority such as T.A.F.E. and S.E.S.D.A. (when operative) shall test the validity of any employee's claim for reclassification.
- (c) Reclassification to any higher level shall be contingent upon such additional work being available and required to be performed by the employer.
- (9) Adult apprenticeships will be an integral part of any restructured award classification structure.
- (10) Consistent with the A.C.T.U.'s undertaking to the National Wage Case decision and in accordance with the State Wage Case decision employees shall perform a range of duties including work which is incidental or peripheral to their main trades or functions, subject to safety requirements and the individual's competency to perform the work. However, such incidental or peripheral work shall not have effect of de-skilling either individual employees or classifications.
- (11) The parties recognise that for industry restructuring to be effective the process must be on-going, particularly in respect to training. However, it is acknowledged that prior to the second monetary amounts referred to in the September 1989 State Wage Case being available the parties will have demonstrated significant progress in award restructuring by agreed award changes being made.

FOURTH SCHEDULE - NAMED PARTIES TO THE AWARD

Union Parties

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

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

APPENDIX - S.49B - INSPECTION OF RECORDS REQUIREMENTS

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

VARIATION RECORD  
ELECTRONICS INDUSTRY AWARD  
No. A22 of 1985

Delivered 22/07/88 at 68 WAIG 1725.

Section 93(6) Consolidation 05/07/89 at 69 WAIG 2534

Section 93(6) Consolidation 29/09/94 at 74 WAIG 2486

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
(1A. Statement of Principles March 1996)				
	Cl & Title	915/96	7/08/96	76 WAIG 3368
(1A Statement of Principles - August 1996)				
	Cl & Title	940/97	14/11/97	77 WAIG 3177
(1A. Statement of Principles - November 1997)				
	Cl. & Title	757/98	12/06/98	78 WAIG 2579
(1A. Statement of Principles - June, 1998)				
	Del Cl.	609/99	06/07/99	79 WAIG 1847

### 1B. Minimum Adult Award Wage

Ins. Cl	1409/98	10/09/98	78 WAIG 3799
Rate & text.	609/99	01/08/99	79 WAIG 1847
Cl	654/00	01/08/00	80 WAIG 3379
Cl	752/01	01/08/01	81 WAIG 1721
Cl.	797/02	01/08/02	82 WAIG 1369
Cl.	569/03	5/06/03	83 WAIG 1899 & 2174
(9)	1197/03	1/11/03	83 WAIG 3537
Cl	570/04	4/06/04	84 WAIG 1521
Cl.	576/05	07/07/05	85 WAIG 2083, 2375
Cl.	957/05	07/07/06	86 WAIG 1631 & 1903
Cl.	1/07	01/07/07	87 WAIG 1487 & 1787
Cl.	115/07	01/07/08	88 WAIG 773 & 1047
Cl	1/09	01/10/09	89 WAIG 735 & 1467
Cl	2/10	01/07/10	90 WAIG 568 & 955
Cl	2/11	01/07/11	91 WAIG 1008 & 1346
Cl	2/12	01/07/12	92 WAIG 1167
Cl.	1/13	01/07/13	93 WAIG 839
Cl.	1/14	01/07/14	94 WAIG 1059

### 2. Arrangement

Ins.(2A)	942/88	1/11/88	69 WAIG 563
Del.2A	1940/89	08/09/89	69 WAIG 2913

Ins.2A & Third Schedule	1756/89®	25/01/90	70 WAIG 1425
Ins. 36.	562/90(R2)	25/10/90	70 WAIG 4343
2A Title	1893/90	28/10/91	71 WAIG 2920
Ins. 1A	1752/91	31/01/92	72 WAIG 191
Ins 4 <sup>th</sup> Sch.	743(A)/93	03/06/93	73 WAIG 2103
1A. Title	1457/93	24/12/93	74 WAIG 198
1A. Title	985/94	30/12/94	75 WAIG 23
1A. Title	1164/95	21/03/96	76 WAIG 911
Ins. App – Resolution..	693/96	16/07/96	76 WAIG 2768
Ins. App. – S49B...	694/96	16/07/96	76 WAIG 2789
1A. Title	915/96	07/08/96	76 WAIG 3368
Del. 2A	1580A/96	17/03/97	77 WAIG 1254
Part I, ins. 37; Part II, ins. 13	1793/96	04/07/97	77 WAIG 1659
1A	940/97	14/11/97	77 WAIG 3177
1A. Title	757/98	12/06/98	78 WAIG 2579
Ins. 1B	1409/98	10/09/98	78 WAIG 3799
Del 1A.	609/99	06/07/99	79 WAIG 1847

(2A. State Wage Case Principles – September 1988)

Ins. Cl.	942/88	1/1188	69 WAIG 563
Del. Cl.	1940/89	08/09/89	69 WAIG 2913

(2A. State Wage Case Principles – September 1989)

Ins. Cl.	1756/89®	25/01/90	70 WAIG 1425
Cl. & Title	1893/90	28/10/91	71 WAIG 2920



(2A. State Wage Case Principles – June 1991)

Del. Cl.	1580A/96	17/03/97	77 WAIG 1254
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**3. Area and Scope**

**4. Term**

**4A. Division of Award**

**PART I – GENERAL**

**5. Definitions**

**6. Contract of Service**

**7. Higher Duties**

**8. Hours**

**9. Overtime**

(3)(f)	942/88	01/1188	69 WAIG 563
(3)(f)	1756/89®	25/01/90	70 WAIG 1425
(3)(f)	1666/90	04/12/90	71 WAIG 108

(3)(f)	1893/90	28/10/91	71 WAIG 2920
(3)(f)	1164/92	15/10/92	72 WAIG 2573
(3)(f)	1309/93	11/11/93	73 WAIG 3425
(3)(f)	166/96	07/05/96	76 WAIG 2805
(3)(f)	1580A/96	17/03/97	77 WAIG 1254
(3)(f)	1270/00	10/10/00	80 WAIG 5565
(3)(f)	1637/01	11/12/01	82 WAIG 79
(3)(f)	1830/02	18/03/03	83 WAIG 968
(3)(f)	1304/03	12/12/03	84 WAIG 35
(3)(f)	1034/04	18/11/04	85 WAIG 551
(3)(f)	781/05	19/09/05	85 WAIG 3520
(3)(f)	87/06	02/11/06	86 WAIG 3175
(3)(f)	88/07	26/09/07	87 WAIG 2821
(3)(f)	30/08	02/10/08	88 WAIG 2001
(3)(f)	60/09	11/12/09	90 WAIG 21
(3)(f)	11/11	16/5/11	91 WAIG 918
(3)(f)	47/12	26/09/12	92 WAIG 1732
(3)(f)	66/13	03/02/14	94 WAIG 84
(3)(f)	40/14	09/12/14	94 WAIG 1876

**10. Holidays and Annual Leave**

(9) ins. Para,&(11)(a) ins. Para	562/90(R2)	25/10/90	70 WAIG 4343
Ins. Para at end of clause	1270/00	12/10/00	80 WAIG 5565
Cl.	1/07	01/07/07	87 WAIG 1487 & 1787

### 11. Sick Leave

### 12. Bereavement Leave

### 13. Car Allowance

(3)	1461A/88	20/01/89	69 WAIG 808
(3)	1666/90	04/12/90	71 WAIG 108
(3)	1893/90	28/10/91	71 WAIG 2920
(3)	1164/92	15/10/92	72 WAIG 2573
(3)	1309/93	11/11/93	73 WAIG 3425
(3)	273/95	31/07/95	75 WAIG 2418
(3)	166/96	07/05/96	76 WAIG 2805
(3)	1580A/96	17/03/97	77 WAIG 1254
(3)	1270/00	12/10/00	80 WAIG 5565
(3)	1637/01	11/12/01	82 WAIG 79
(3)	1830/02	18/03/03	83 WAIG 968
(3)	1304/03	12/12/03	84 WAIG 35
(3)	141/05	24/06/05	85 WAIG 3036
(3)	781/05	19/09/05	85 WAIG 3520
(3)	87/06	02/11/06	86 WAIG 3175
(3)	88/07	26/09/07	87 WAIG 2821
(3)	30/08	02/10/08	88 WAIG 2001
(3)	47/12	26/09/12	92 WAIG 1732

(3)	66/13	03/02/14	94 WAIG 84
(3)	40/14	09/12/14	94 WAIG 1876

#### 14. Fares and Travelling Time

#### 15. Distant Work

(4),(5)	942/88	01/1188	69 WAIG 563
(4),(5)	1461A/88	20/01/89	69 WAIG 808
(4) & (5)	1756/89®	25/01/90	70 WAIG 1425
(4) & (5)	1666/90	04/12/90	71 WAIG 108
(4) & (5)	1893/90	28/10/91	71 WAIG 2920
(4) & (5)	1164/92	15/10/92	72 WAIG 2573
(4) & (5)	1309/93	11/11/93	73 WAIG 3425
(4), (5)	273/95	31/07/95	75 WAIG 2418
(4) & (5)	166/96	07/05/96	76 WAIG 2805
(4)&(5)	1580A/96	17/05/97	77 WAIG 1254
(4)&(5)	1270/00	12/10/00	80 WAIG 5565
(4) & (5)	1637/01	11/12/01	82 WAIG 79
(4)&(5)	1830/02	18/03/03	83 WAIG 968
(4)&(5)	1304/03	12/12/03	84 WAIG 35
(4) & (5)	141/05	24/06/05	85 WAIG 3036
(4) & (5)	781/05	19/09/05	85 WAIG 3520
(4) & (5)	87/06	02/11/06	86 WAIG 3175
(4) & (5)	88/07	26/09/07	87 WAIG 2821

(4) & (5)	30/08	02/10/08	88 WAIG 2001
(4) & (5)	47/12	26/09/12	92 WAIG 1732
(4) & (5)	66/13	03/02/14	94 WAIG 84
(4) & (5)	40/14	09/12/14	94 WAIG 1876

#### 16. Payment of Wages

#### 17. Time and Wages Record

Ins text.	491/98	16/04/98	78 WAIG 1471
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#### 18. Posting of Award and Union Notices

#### 19. Board of Reference

#### 20. Special Provisions

(1),(2),(3),(4),(6),(7),(8),(14)	942/88	01/11/88	69 WAIG 563
Cl.	1756/89®	25/01/90	70 WAIG 1425
(1);2);(3);(4),(6);(7);(8) & (14)	562/90(R2)	25/10/90	70 WAIG 4343
(1);(2);(3);(4);(6);(8);& (14)	1893/90	28/10/91	71 WAIG 2920
(1)-(8), (14)	1398/98	10/09/98	78 WAIG 3797
(1)-(4),(6)-(8)&(14)	1270/00	10/10/00	80 WAIG 5565
Cl.	1637/01	11/12/01	82 WAIG 79
(1),(2),(3),(4),(6),(7),(8) & (14)	1830/02	18/03/03	83 WAIG 968
(1),(2),(3),(4),(6),(7),(8) & (14)	1304/03	12/12/03	84 WAIG 35

(1),(2),(3),(4),(6),(7),(8) & (14)	1034/04	18/11/04	85 WAIG 551
(1), (2), (3),(4),(6),(7),(8) & (14)	781/05	19/09/05	85 WAIG 3520
(1)-(4), (6)-(8) & (14)	87/06	02/11/06	85 WAIG 3175
(1)-(4), (6)-(8) & (14)	88/07	26/09/07	87 WAIG 2821
(1)-(4), (6)-(8) & (14)	30/08	02/10/08	88 WAIG 2001
(1)-(4), (6)-(8) & (14)	60/09	11/12/09	90 WAIG 21
(1)-(4), (6)-(8) & (14)	11/11	16/5/11	91 WAIG 918
(1)-(4), (6)-(8), (14)	47/12	26/09/12	92 WAIG 1732
(1)-(4), (6)-(8), (14)	66/13	03/02/14	94 WAIG 84
(1)-(4), (6)-(8) & (14)	40/14	09/12/14	94 WAIG 1876

## **21. Apprentices**

## **22. Junior Employees**

## **23. Under-Rate Employees**

## **24. Location Allowance**

(1) & (13)	238/90(R2)	10/05/90	70 WAIG 2274
Cl.	778/90&1065/90	01/07/90	70 WAIG 2995
(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
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.	718/01	01/08/01	81 WAIG 1559
Cl.	686/02	01/07/02	82 WAIG 1185
Cl.	570/03	01/07/03	83 WAIG 1657
Cl.	696/04	01/07/04	84 WAIG 2145
Cl.	458/05	01/07/05	85 WAIG 1893
Cl.	59/06	01/07/06	86 WAIG 1471
Cl.	53/07	01/07/07	87 WAIG 2435
Cl.	9/08	01/07/08	88 WAIG 689
Cl.	24/09	01/07/09	89 WAIG 729
Cl.	24/09	01/07/09	89 WAIG 2483
Cl.	117/10	01/07/10	90 WAIG 561
Cl.	24/11	01/07/11	91 WAIG 995
Cl.	6/12	01/07/12	92 WAIG 725
Cl.	7/13	01/07/13	93 WAIG 461
Cl.	11/14	01/07/14	94 WAIG 669

**25. Long Service Leave**

**26. Representative Interviewing Employees**

Ins. Text	2053(1)/97	22/11/97	77 WAIG 3138
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**27. Shift Work**

**28. Standing Down of Employees**

**29. Maternity Leave**

**30. Avoidance of Industrial Disputes**

**31. Part Time Employment**

**32. Trainees**

**33. Wages**

(1),(2),(5)(a)	942/88	1/11/88	69 WAIG 563
Gen Order	1703/88	17/01/89	69 WAIG 985
Cl.	1756/89®	25/01/90	70 WAIG 1425
pream & (1);(2);(5)(a)&(7)	562/90(R2)	25/10/90	70 WAIG 4343
(1);(2); & (5)(a)	1893/90	28/10/91	71 WAIG 2920
(1)	207/94	03/05/94	74 WAIG 1276
(1)(a) & (b)	274/95	07/05/96	76 WAIG 1982
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
(1)(a)(b)	1053/97	19/11/97	77 WAIG 3466



(1)	1409/98	10/09/98	78 WAIG 3799
(2), (5)	1398/98	10/09/98	78 WAIG 3797
Rates (3)(a) & text (b), Min Wage & text (9).	609/99	06/07/99	79 WAIG 1847
Cl	654/00	01/08/00	80 WAIG 3379
(1)(b), (2) & (5)	1270/00	10/10/00	80 WAIG 5565
Cl	752/01	01/08/01	81 WAIG 1721
(2)	1637/01	11/12/01	82 WAIG 79
(5)	1637/01	11/12/01	82 WAIG 79
(1)(a).	797/02	01/08/02	82 WAIG 1369
(2) & (5)	1830/02	18/03/03	83 WAIG 968
Cl.	569/03	5/06/03	83 WAIG 1899 & 2174
(2)&(5)	1304/03	12/12/03	84 WAIG 35
Cl	570/04	4/06/04	84 WAIG 1521 & 1714
(2)(5)	1034/04	18/11/04	85 WAIG 551
(2)(5)	1034/04	18/11/04	85 WAIG 551
Cl.	576/05	07/07/05	85 WAIG 2083, 2375
Cl.	957/05	07/07/06	86 WAIG 1631 & 1903
(2) & (5)	87/06	02/11/06	86 WAIG 3175
Cl.	1/07	01/07/07	87 WAIG 1487 & 1787
(2) & (5)	88/07	26/09/07	87 WAIG 2821
(1)(a)	16/08	27/05/08	88 WAIG 513 & 519
Cl.	115/07	01/07/08	88 WAIG 773 & 1047
(2) & (5)	30/08	02/10/08	88 WAIG 2001
Cl	1/09	01/10/09	89 WAIG 735 & 1467

(2) & (5)	60/09	11/12/09	90 WAIG 21
Cl	2/10	01/07/10	90 WAIG 568 & 955
(2) & (5)	11/11	16/5/11	91 WAIG 918
Cl	2/10	01/07/10	90 WAIG 568 & 955
Cl	2/11	01/07/11	91 WAIG 1008 & 1346
Cl	2/12	01/07/12	92 WAIG 1167
(2) & (5)	47/12	26/09/12	92 WAIG 1732
Cl.	1/13	01/07/13	93 WAIG 839
(2) & (5)	66/13	03/02/14	94 WAIG 84
Cl.	1/14	01/07/14	94 WAIG 1059
(2) & (5)	40/14	09/12/14	94 WAIG 1876

#### **34. Union Coverage**

Cl.	166/96	07/05/96	76 WAIG 2805
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#### **35. Liberty to Apply**

Cl.	1893/90	28/10/91	71 WAIG 2920
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#### **36. Training**

Ins. Cl.	562/90(R2)	25/10/90	70 WAIG 4343
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#### **37. Redundancy**

Ins. Cl.	1793/96	04/07/97	77 WAIG 1659
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**PART II – CONSTRUCTION**

**1. General Provisions**

**2. Contract of Service**

**3. Shift Work**

**4. Rest Period**

**5. Special Rates and Provisions**

(2)	1398/98	10/09/98	78 WAIG 3797
(2)	1270/00	10/10/00	80 WAIG 5565
(2)	1637/01	11/12/01	82 WAIG 79
(2)	1830/02	18/03/03	83 WAIG 968
(2)	1304/03	12/12/03	84 WAIG 35
(2)	1034/04	18/11/04	85 WAIG 551
(2)	87/06	02/11/06	86 WAIG 3175
(2)	88/07	26/09/07	87 WAIG 2821
(2)	30/08	02/10/08	88 WAIG 2001
(2)	60/09	11/12/09	90 WAIG 21
(2)	11/11	16/5/11	91 WAIG 918
(2)	47/12	26/09/12	92 WAIG 1732
(2)	66/13	03/02/14	94 WAIG 84

(2)	40/14	09/12/14	94 WAIG 1876
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#### **6. Allowance for Travelling and Employment in Construction Work**

(1)	1461(A)/88	20/1/89	69 WAIG 808
(1)(a);(b);(c);	1756/89®	25/01/89	70 WAIG 1425
(1)(a)(b)&(c)	1893/90	28/10/91	71 WAIG 2920
(1)(a)(b)&(c)	1164/92	15/10/92	72 WAIG 2573
(1)(a)(b)&(c)	1309/93	11/11/93	73 WAIG 3425
(1)(a),(b)&(c)	273/95	31/07/95	75 WAIG 2418
(1)(a),(b)&(c)	166/96	07/05/96	76 WAIG 2805
(1)(a)(b)&(c)	1270/00	12/10/00	80 WAIG 5565
(1)	1637/01	11/12/01	82 WAIG 79
(1)(a),(b) & (c)	1830/02	18/03/03	83 WAIG 968
(1)(a),(b) & (c)	1304/03	12/12/03	84 WAIG 35
(1)(a),(b) & (c)	141/05	24/06/05	85 WAIG 3036
(1)(a),(b) & (c)	781/05	19/09/05	85 WAIG 3520
(1)(a),(b) & (c)	87/06	02/11/06	86 WAIG 3175
(1)(a),(b) & (c)	88/07	26/09/07	87 WAIG 2821
(1)(a),(b) & (c)	30/08	02/10/08	88 WAIG 2001
(1)(a),(b) & (c)	47/12	26/09/12	92 WAIG 1732
(1)(a),(b) & (c)	66/13	03/02/14	94 WAIG 84
(1)(a),(b) & (c)	40/14	09/12/14	94 WAIG 1876

#### **7. Distant Work**

(6), (7)	1461(A)/88	20/1/89	69 WAIG 808
(6), (7)	1756/89®	25/01/89	70 WAIG 1425
(6), (7)	1666/90	04/12/90	71 WAIG 108
(6), (7)	1893/90	28/10/91	71 WAIG 2920
(6), (7)	1164/92	15/10/92	72 WAIG 2573
(6), (7)	1309/93	11/11/93	73 WAIG 3425
(6), (7)	273/95	31/07/95	75 WAIG 2418
(6), (7)	166/96	07/05/96	76 WAIG 2805
(6)&(7)	1270/00	10/10/00	80 WAIG 5565
(6) & (7)	1637/01	11/12/01	82 WAIG 79
(6) & (7)	1830/02	18/03/03	83 WAIG 968
(6)&(7)	1304/03	12/12/03	84 WAIG 35
(6) & (7)	141/05	24/06/05	85 WAIG 3036
(6) & (7)	781/05	19/09/05	85 WAIG 3520
Title & (6) & (7)	87/06	02/11/06	86 WAIG 3175
(6) & (7)	88/07	26/09/07	87 WAIG 2821
(6) & (7)	30/08	02/10/08	88 WAIG 2001
(6) & (7)	47/12	26/09/12	92 WAIG 1732
(6) & (7)	66/13	03/02/14	94 WAIG 84
(6) & (7)	40/14	09/12/14	94 WAIG 1876

## 8. Annual Leave Loading

## 9. Right of Entry

Ins. Text	2053(1)/97	22/11/97	77 WAIG 3138
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## 10. Wages

(3),(5),(6),(7)(a)	942/88	1/11/88	69 WAIG 563
(9) min wage - \$248.80	1940/89	08/09/89	69 WAIG 2913
Cl.	1756/89®	25/01/90	70 WAIG 1425
(3);(5);(6) & (7)(a)	562/90(R2)	25/10/90	70 WAIG 4343
(9) Min. Wage - \$268.80	1309 &1310/91	24/09/91	71 WAIG 2748
(3);(5);(6);(7)	1893/90	28/10/91	71 WAIG 2920
Min. Wages \$275.50	415A/92	30/11/92	73 WAIG 4
(3)	207/94	03/05/94	74 WAIG 1276
(3)(a)(b)	274/95	07/05/96	76 WAIG 1982
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
Min.wage prov	940/97	14/11/97	77 WAIG 3177
(3)(a)(b)	1053/97	19/11/97	77 WAIG 3466
(3), (9)	1409/98	10/09/98	78 WAIG 3799
(5)-(7)	1398/98	10/09/98	78 WAIG 3797
Rates (3)(a) & text (b), Min Wage & text (9).	609/99	06/07/99	79 WAIG 1847
Cl.	654/00	01/08/00	80 WAIG 3379
(3)(b),(5),(6)&(7)	1270/00	12/10/00	80 WAIG 5565
Cl	752/01	01/08/01	81 WAIG 1721
(5), (6) & (7)	1637/01	11/12/01	82 WAIG 79
Cl.	797/02	01/08/02	82 WAIG 1369
(5),(6) & (7)	1830/02	18/03/03	83 WAIG 968

Cl.	569/03	5/06/03	83 WAIG 1899 & 2174
(9)	1197/03	1/11/03	83 WAIG 3537
(3)(a).(Correction)	569/03	5/06/03	83 WAIG 3812
(5)(6),(7)	1304/03	12/12/03	84 WAIG 35
Cl	570/04	4/06/04	84 WAIG 1521 & 1714
(5)(6)(7)	1034/04	18/11/04	85 WAIG 551
Cl.	576/05	07/07/05	85 WAIG 2083, 2375
(5)(6) & (7)	781/05	19/09/05	85 WAIG 3520
Cl.	957/05	07/07/06	86 WAIG 1631 & 1903
(5)(6) & (7)	87/06	02/11/06	85 WAIG 3175
Cl.	1/07	01/07/07	87 WAIG 1487 & 1787
(5), (6) & (7)	88/07	26/09/07	87 WAIG 2821
Cl.	115/07	01/07/08	88 WAIG 773 & 1047
(5), (6) & (7)	30/08	02/10/08	88 WAIG 2001
Cl	1/09	01/10/09	89 WAIG 735 & 1467
(5), (6) & (7)	60/09	11/12/09	90 WAIG 21
Cl	2/10	01/07/10	90 WAIG 568 & 955
(5), (6) & (7)	11/11	16/5/11	91 WAIG 918
Cl	2/11	01/07/11	91 WAIG 1008 & 1346
Cl	2/12	01/07/12	92 WAIG 1167
(5), (6) & (7)	47/12	26/09/12	92 WAIG 1732
Cl.	1/13	01/07/13	93 WAIG 839
(5), (6) & (7)	66/13	03/02/14	94 WAIG 84
Cl.	1/14	01/07/14	94 WAIG 1059

(5), (6) & (7)	40/14	09/12/14	94 WAIG 1876
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**11. Avoidance of Industrial Disputes**

**12. Union Coverage**

Cl.	743(A)/93	03/06/93	73 WAIG 2103
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Cl.	166/96	07/05/96	76 WAIG 2805
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**13. Termination/Redundancy**

Ins. Cl.	1793/96	04/07/97	77 WAIG 1659
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(EDIT NOTE: In Order 1793/96 at 77 WAIG 1659; in the Arrangement Clause it has Redundancy/Termination. But in body of Award the Clause Heading is Termination/Redundancy.)

**Appendix - Resolution of Disputes Requirements**

Ins. App.	693/96	16/07/96	76 WAIG 2768
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Cl	2053/97	22/11/97	77 WAIG 3079
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**First Schedule - Respondents**

Del. Respondents	76/80 pt 97	27/08/98	78 WAIG 3892
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**Second Schedule - Exemptions**

**Third Schedule - Memorandum of Understanding**

Ins. Sched	1756/89(R)	25/01/90	70 WAIG 1425
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Re Title	743(A)/93	03/06/93	73 WAIG 2103
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(Edit Note: Third Schedule - Memorandum of Understanding Between the Australian Electrical, Electronics, Foundry and Engineering Union (Western Australian Branch and Employers in the Electronics Industry)

Retitle Cl.	166/96	07/05/96	76 WAIG 2805
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**Fourth Schedule - Named Parties to the Award**

Ins. Sch.	743(A)/93	03/06/93	73 WAIG 2103
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Cl.	166/96	07/05/96	76 WAIG 2805
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**Appendix - S.49B - Inspection Of Records Requirements**

Ins. App.	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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