

# Thermal Insulation Contracting Industry Award

## 1. - TITLE

This Award shall be known as the "Thermal Insulation Contracting Industry Award" and shall replace the Metal Trades (General) Award No. 13 of 1965, the Sheetmetal Workers Award No. 10 of 1973 and Order No. CR225, CR233 and CR234 of 1977 in so far as the awards and order apply to work within the scope of this award.

## 1B. - MINIMUM ADULT AWARD WAGE

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

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

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

- (10) Adult Apprentices

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

## 2. - ARRANGEMENT

- 1. Title
- 1B. Minimum Adult Award Wage
- 2. Arrangement
- 3. Area and Scope
- 4. Term
- 5. Definitions
- 6. Wages
- 6A. Structural Efficiency
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## 3. - AREA AND SCOPE

This award applies throughout the State of Western Australia to all work done by workers employed in any calling mentioned in Clause 6 - Wages of this award by the applicants in mixing, fixing or applying any thermal insulating material and includes the fixing of protective coverings of canvas, sheet metals, fabrics, plastics, bituminous fibre glass and asbestos felt or other similar materials to such insulation. Provided that this award shall only apply to employers whose principal business is contracting to fix thermal insulating materials but shall not include the installation of building grade insulation material in walls and ceilings.

## 4. - TERM

The term of this award shall be for a period of three months from the beginning of the first pay period to commence on or after the 24th day of January, 1978.

## 5. - DEFINITIONS

- (1) "Construction Work" means work on site in or in connection with -
  - (a) the construction of a large industrial undertaking;
  - (b) any large civil engineering project;
  - (c) the construction or erection of the fifth and subsequent storeys of any multi-storeyed building but only until the exterior walls have been erected and the windows completed and a lift made

available to carry the worker between the ground floor and the floor upon which he is required to work.

- (d) the construction, erection or alteration of any other building, structure, or civil engineering project which the employer and the union or unions concerned agree or, in the event of disagreement, which the Board of Reference declares to be construction work for the purposes of this award.

(2) "Sheetmetal worker - first class" shall mean a worker required -

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

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

(3) "Sheetmetal worker - second class" shall mean a tinsmith or sheetmetal worker, other than a sheetmetal worker - first class, employed in manufacturing or partly manufacturing articles out of any class of sheetmetal of ten gauge or lighter and including wire work in connection with such articles.

6. - WAGES

- (1) (a) Subject to Clause 7. - Special Rates and Provisions of this Award, the ordinary weekly 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.
- (b) The ordinary weekly wage of an employee (other than an apprentice) shall consist of the base rate, the special payment and the Safety Net Adjustment, as set out in subclause (2) of this clause.
- (c) 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) Wage Rates:

	Base Rate \$	Special Payment \$	Safety Net Adjustments \$	Total Wage Per Week \$
(a) Sheetmetal Employee - 1st Class	362.80	80.00	346.60	789.40
(b) Sheetmetal Employee -				

2nd Class	327.20	66.80	342.90	736.90
(c) Lagger -				
1st six months' experience	310.20	63.40	342.20	715.80
2nd & 3rd six months' experience	311.70	65.40	342.30	719.40
4th & 5th six months' experience	315.90	65.60	342.40	723.90
Thereafter	317.40	66.60	342.50	726.50

#### 6A. - STRUCTURAL EFFICIENCY

- (1) The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and international competitiveness of the metals, engineering and construction industry and to enhance career opportunities and job security of employees in the industry.
- (2) The parties shall establish working groups for the testing or trial of various skill levels and to enable proper consultation with both employees and employers in the industry on matters consistent with the objectives in subclause (1) hereof. The parties shall process any such matters through that working group.
- (3) Measures raised for consideration consistent with subclause (2) hereof shall be related to implementation of a new classification structure, any facilitative provisions contained in this Award and matters concerning training.
- (4) Without limiting the rights of either an employer or a Union to arbitration, any other measure designed to increase flexibility on a site or within an enterprise sought by any party shall be notified to the relevant working group and by agreement of the parties involved shall be implemented, subject to the following requirements.
  - (a) The changes sought shall not affect provisions reflecting national standards.
  - (b) The working party will consider the implications of the proposed measures for existing on-site arrangements.
  - (c) The majority of employees affected by the change at the site or enterprise must genuinely agree to the change.
  - (d) No employee shall lose income as a result of the change.
  - (e) The relevant Union or Unions must be a party to the agreement.
  - (f) Any agreement shall be subject, where appropriate, to approval by the Western Australian Industrial Relations Commission and, if approved, shall operate as a Schedule to this Award and take precedence over any provision of this Award to the extent of any inconsistency.
- (5) Award restructuring should be given its wider meaning and not be confined only to the restructuring of classifications but may extend to the review of other restrictive provisions which currently operate. To that end, such restrictive provisions will be reviewed on an on-going basis.
- (6) The parties to this Award recognise that in order to increase efficiency, productivity and international competitiveness of industry, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to -
  - (a) developing a more highly skilled workforce;
  - (b) providing employees with career opportunities through appropriate training to acquire additional skills; and
  - (c) removing barriers to the utilisation of skills acquired.

- (7) Any disputes which may arise in relation to the implementation of this clause shall be subject to the provisions of Clause 28. - Grievances and Disputes of this Award.

#### 6B. - AWARD MODERNISATION

- (1) The parties are committed to modernising the terms of the Award so that it provides more flexible working arrangements, improves the quality of working life, enhances skills and job satisfaction and assists positively in the restructuring process.
- (2) The parties commit themselves to the following principles as part of the structural efficiency process and have agreed to participate in a testing process in accordance with the provisions of this clause:
- (a) Acceptance in principle that the new Award skill level definitions will be more suitable for the needs of the industry, sometimes more broadly based, in other matters more truly reflective of the different skill levels of the tasks now performed, but which shall incorporate the ability for an employee to perform a wider range of duties where appropriate.
  - (b) The parties will create a genuine career path for employees which allows advancement based on industry accreditation and access to training.
  - (c) Co-operation in the transition from the old structure to the new structure in an orderly manner without creating false expectations or disputation.

#### 7. - SPECIAL RATES AND PROVISIONS

- (1) Where obnoxious or unusually dirty or extreme confined space conditions are encountered attributable to sources other than normal construction work disabilities the parties to this award may request the convening of the Board or Reference to investigate the specific complaint.
- (2) The Board of Reference shall determine the remedial measures required and/or prescribe a disability allowance if deemed necessary in the circumstances.

#### 8. - TOOLS

The employer shall supply the whole of the tools required.

#### 9. - TERMINATION/REDUNDANCY

- (1) This clause shall apply where an employee ceases, for any reason, to be employed by an employer respondent to this Award, other than for reasons of misconduct.
- (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:

<u>Period of Continuous Service</u>	<u>Severance Pay</u>
Less than one year	\$20.00 for each completed week 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	Four weeks' pay plus \$20.00 for each

years	completed week of service, to a maximum of six weeks' pay.
Three years but less than four years	Seven weeks' pay.
After four years of service	Eight weeks' pay.

- (b) In lieu of the \$20.00 specified in paragraph (a) hereof, after 31 October 1991, the rate of accrual shall be \$25.00 for each completed week of service, with a 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 6. - 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 in Part I of the Metal Trades (General) Award No. 13 of 1965, but shall not include service as an apprentice.
- (e) For the purpose of implementing this clause, employees who have been continuously employed with an employer since 22nd 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 22nd 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 sites, or work under this Award, the periods 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 employer, in a particular severance/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 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 in Part II - Construction of the Metal Trades (General) Award No. 13 of 1965 and if 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.

#### 10. - MISCELLANEOUS PROVISIONS

The provisions of the Metal Trades (General) Award No. 13 of 1965 but not Clause 18. - Special Rates and Provisions, Clause 31. - Supplementary Payments, Clause 32. - Wages PART I - GENERAL nor subclauses (3) and (7) of Clause 10. - Wages PART II CONSTRUCTION WORK shall, mutatis mutandis be incorporated in and form part of this Award.

#### APPENDIX - RESOLUTION OF DISPUTES REQUIREMENT

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



VARIATION RECORD

THERMAL INSULATION CONTRACTING INDUSTRY AWARD

NO 1 OF 1978

Delivered 23/03/78 at 58 WAIG 344  
Consolidated S93(6) 3/3/83 at 63 WAIG 399  
Consolidated S93(6) 28/07/94 at 74 WAIG 1996

<b>CLAUSE NO.</b>	<b>EXTENT VARIATION</b>	<b>OF</b>	<b>ORDER NO.</b>	<b>OPERATIVE DATE</b>	<b>GAZETTE REFERENCE</b>
<b>1. Title</b>					
(1A. State Wage Principles)					
	Ins cl		1752/91	31/01/92	72 WAIG 191
	Cl & Title		1457/93	24/12/93	74 WAIG 198
(1A. State Wage Principles December 1993)					
	Cl. & Title		985/94	30/12/94	75 WAIG 23
(1A. Statement of Principles December 1994)					
	Cl. & Title		1164/95	21/03/96	76 WAIG 911
(1A. Statement of Principles March 1996)					
	Cl & Title		915/96	7/08/96	76 WAIG 3368
(1A Statement of Principles - August 1996)					
	Cl & Title		940/97	14/11/97	77 WAIG 3177
(1A. Statement of Principles - November 1997)					
	Cl. & Title		757/98	12/06/98	78 WAIG 2579
(1A. Statement of Principles - June, 1998)					
	Del. Cl. & Title		609/99	06/07/99	79 WAIG 1843

## 1B. Minimum Adult Award Wage

Ins. 1B	940/97	14/11/97	77 WAIG 3177
(2),(3), & (5) rates & text	609/99	01/08/99	79 WAIG 1843
Cl.	654/00	01/08/00	80 WAIG 3379
Cl.	752/01	01/08/01	81 WAIG 1721
Cl.	797/02	01/08/02	82 WAIG 1369
Cl.	569/03	5/06/03	83 WAIG 1899 & 2664
(9)	1197/03	1/11/03	83 WAIG 3537
Cl.	570/04	4/06/04	84 WAIG 1521
Cl.	576/05	07/07/05	85 WAIG 2089 & 2897
Cl.	957/05	07/07/06	86 WAIG 1631 & 2412
Cl.	1/07	01/07/07	87 WAIG 1487 & 2346
Cl.	115/07	01/07/08	88 WAIG 773 & 1543
Cl.	1/09	01/10/09	89 WAIG 735 & 1977
Cl.	2/10	01/07/10	90 WAIG 568 & 1356
Cl.	2/11	01/07/11	91 WAIG 1008 & 1753
Cl.	2/12	01/07/12	92 WAIG 1496
Cl.	1/13	01/07/13	93 WAIG 1169
Cl.	1/14	01/07/14	94 WAIG 1382

## 2. Arrangement

Cl	859/88	16/09/88	68 WAIG 2488
2A del	1940/89	08/09/89	69 WAIG 2913

Ins 2A & 6A	1656/89(c)	11/10/89	70 WAIG 1376
Ins 6B	483/90(R2)	11/04/90	70 WAIG 2378
Ins 9 & re-numb exist 9 as 10	2626/89	16/7/90	70 WAIG 2577
2A	1957/90	31/10/91	71 WAIG 3277
Ins 1A	1752/91	31/01/92	72 WAIG 191
1A Title	1457/93	24/12/93	74 WAIG 198
2A del	1674/93	01/01/94	74 WAIG 645
1A Title	985/94	30/12/94	75 WAIG 23
1A. Title	1164/95	21/03/96	76 WAIG 911
Ins. Appendix – Resolution...	693/96	16/07/96	76 WAIG 2768
1A. Title	915/96	7/08/96	76 WAIG 3368
1A	940/97	14/11/97	77 WAIG 3177
Ins. 1B	940/97	14/11/97	77 WAIG 3177
1A. Title	757/98	12/06/98	78 WAIG 2579
Del. 1A	609/99	06/07/99	79 WAIG 1843

(Order failed to insert title for 2A. State Wage Principles – September 1988)

Ins cl	859/88	16/09/88	68 WAIG 2488
Deleted	1940/89	08/09/89	69 WAIG 2913
(2A. State Wage Case Principles – September 1989)			
Ins cl	1656/89(c)	11/10/89	70 WAIG 1376
Cl & Title	1957/90	31/10/91	71 WAIG 3277

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

Del cl	1674/93	01/01/94	74 WAIG 645
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### 3. Area and Scope

### 4. Term

### 5. Definitions

### 6. Wages

CI	16/79	30/01/79	59 WAIG 360
CI	270/79	22/08/79	59 WAIG 1252
CI	463/79	20/12/79	60 WAIG 205
(2)	46/80	27/03/80	60 WAIG 640
(2)	423/80	16/10/80	60 WAIG 2274
CI	550/81	05/08/81	61 WAIG 1582
CI	979/81	08/01/82	62 WAIG 726
int order	34/83	various	66 WAIG 418
CI	34B/83	15/07/86	66 WAIG 1600
(2)(a)	1510/87	27/11/87	68 WAIG 96
First para & (2)	859/88	16/09/88	68 WAIG 2488
(2)	1656/89(c)	11/10/89	70 WAIG 1376
(2)	483/90(R2)	11/04/90	70 WAIG 2378
(2)	1957/90	31/10/91	71 WAIG 3277
CI	1674/93	01/01/94	74 WAIG 645
(1)(c), (2)	161/95	09/05/95	75 WAIG 1650

(1)(c) & (2)	614/96	19/11/96	76 WAIG 5000
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
(2) rates, insert text (1)	609/99	01/08/99	79 WAIG 1843
Cl.	654/00	01/08/00	80 WAIG 3379
Cl.	752/01	01/08/01	81 WAIG 1721
Cl.	797/02	01/08/02	82 WAIG 1369
Cl.	569/03	05/06/03	83 WAIG 1899 & 2664
Cl.	1159/03	03/10/03	83 WAIG 3638
Cl.	570/04	4/06/04	84 WAIG 1521 & 2072
Cl.	576/05	07/07/05	85 WAIG 2089 & 2897
Cl.	957/05	07/07/06	86 WAIG 1631 & 2412
Cl.	1/07	01/07/07	87 WAIG 1487 & 2346
Cl.	115/07	01/07/08	88 WAIG 773 &1543
Cl.	1/09	01/10/09	89 WAIG 735 & 1977
Cl.	2/10	01/07/10	90 WAIG 568 & 1356
Cl	2/11	01/07/11	91 WAIG 1008 & 1753
Cl	2/12	01/07/12	92 WAIG 1496
Cl.	1/13	01/07/13	93 WAIG 1169
Cl.	1/14	01/07/14	94 WAIG 1382

#### 6A. Structural Efficiency

Ins cl	1656/89(R)	11/10/89	70 WAIG 1376
Cl	483/90(R2)	11/04/90	70 WAIG 2378

**6B. Award Modernisation**

Ins cl	483/90(R2)	11/04/90	70 WAIG 2378
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**7. Special Rates and Provisions**

**8. Tools**

**9. Termination/Redundancy**

Ins cl	2626/89	16/7/90	70 WAIG 2577
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Ins (2)(b); Renum exist (b)-(h) as (c)-(i)	1957/90	31/10/91	71 WAIG 3277
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**(9. Miscellaneous Provisions)**

Cl	979/81	15/03/82	62 WAIG 726
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renum	2626/89	16/7/90	70 WAIG 2577
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**10. Miscellaneous Provisions**

**Appendix - Resolution of Disputes Requirement**

Ins. Appendix	693/96	16/07/96	76 WAIG 2768
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(1),(6), Del. (7)	2053/97	22/11/97	77 WAIG 3079
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**(No Order inserted a schedule of respondents although S93(6) Consolidation of 1983 at 63 WAIG 399 wrongly reflects a sched of applicants)**

Del Resp	76/80 pt R	04/10/91	71 WAIG 3006
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