

Electrical Contracting Industry Award R 22 of 1978

1. - TITLE

This award shall be known as the "Electrical Contracting Industry" Award R 22 of 1978 as amended and consolidated and replaces Award No. 28 of 1973 as amended and Award No. 13 of 1965 as amended, consolidated and amended in so far as that award applies to employees employed in the classifications appearing in the First Schedule to this award by employers engaged in the electrical contracting industry as carried on by the respondents to 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.

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3. - AREA AND SCOPE

This award relates to the Electrical Contracting Industry within the State of Western Australia and to all work done by employees employed in the classification shown in the First Schedule - Wages and employed by the respondents in connection with the wiring, contracting, maintenance and the installation and maintenance of electrical light and power plants, and the installation of all classes of wiring, repair and maintenance of electric and electronic installations and equipment including switchboards and appliances carried out by the respondents as electrical contractors. Provided that the award shall not apply to the manufacturing section of the business of any of the respondents.

4. - TERM

This award shall operate from the beginning of the first pay period commencing on or after the 26th February 1979 until cancelled.

5. - DEFINITIONS

- (1) **"Electrical Fitter"** means an employee engaged in making, repairing, altering, assembling, testing, winding, or wiring electrical machines, instruments, meters, or other apparatus, other than wires leading thereto, but an employee shall not be deemed to be an electrical fitter-
 - (a) Solely by reason of the fact that this work consists of placing electrodes in "neon" tubes sealed by the employee; or
 - (b) If the employee is employed as a meter tester.
- (2) **"Electrical Installer/Mechanic"** means an employee engaged in the installation of electric lighting, electric meters, bells, telephones or motors and apparatus used in connection therewith and includes an employee engaged in running, repairing or testing of conductors used for lighting, heating or power purposes but does not include an employee who is a linesperson or a meter fixer.
- (3) **"Electrician - Special Class"** means, subject to paragraph (c) hereunder, an electrical fitter or electrical installer who -
 - (a)
 - (i) Has satisfactorily completed a prescribed post trade course in industrial electronics; or
 - (ii) Has, whether through practical experience or otherwise, achieved a standard of knowledge comparable to that which would be achieved under sub-paragraph (i) hereof; and
 - (b)
 - (i) Is engaged on work on or in connection with complicated or intricate circuitry, which work requires for its performance the standard of knowledge referred to in paragraph (a) hereof;
 - (ii) Is able, where necessary and practicable, to perform such work without supervision and to examine, diagnose and modify systems comprising inter-connected circuit;

but does not include such an employee unless the work on which they are engaged requires for its performance, knowledge in excess of that gained by the satisfactory completion of the appropriate Technical College trade course.

- (c) For the purposes of this award an employee shall be deemed to be an Electrician - Special Class only for the time during which the employee meets the foregoing conditions, unless -
 - (i) That time exceeds 16 hours per week; or
 - (ii) In the opinion of the employer or, in the event of disagreement, in the opinion of the Board of Reference that time is likely during the course of their employment to exceed sixteen hours per week on average;

in which case the employee shall be classified as Electrician - Special Class for as long as their employment continues on either of those bases.

- (d) In the event of disagreement about the implementation of this Electrician - Special Class provision, a Board of Reference shall determine the matter.
- (e) For the purpose of this definition the following courses are deemed to be prescribed post trade courses in industrial electronics -
 - (i) Post Trade Industrial Electronics Course of the N.S.W. Department of Technical Education.
 - (ii) The Industrial Electronics Course (Grades 1 and 2) as approved by the Education Department of Victoria.
 - (iii) The Industrial Electronics Course of the South Australian School of Electrical Technology.
 - (iv) Industrial Electronics (Course "C") of the Department of Education, Queensland.
 - (v) The Industrial Electronics Course of the Technical Education Department of Tasmania.
 - (vi) The Certificate in Industrial Electronics of the Technical Education Division, Education Department of Western Australia.

(4) "**Electrician Commissioning**" means an electrical installer or electrical fitter other than an Electrician - Special Class having not less than two years on the job experience who during commissioning work is engaged on complex or intricate circuitry and is able to perform such work without supervision and to examine, diagnose and modify systems comprising inter-connected circuits and in so doing, if required, is capable of testing to a standard beyond tests covered by AS/NZS 3000:2000 Wiring Rules.

(5) "**Instrument Fitter/Electrical Grade 1**" means a tradesperson who is mainly engaged in installing, testing and/or repairing and maintaining electrical and/or electro-pneumatic measuring and/or recording appliances and/or scientific electrical instruments and associated services thereto, including small bore piping up to 25 mm in diameter.

An **Instrument Fitter/Electrical Grade 1** shall demonstrate a knowledge and understanding of industrial instrumentation and be able to apply that knowledge and understanding to the tasks assigned by the employer. The required knowledge and understanding would have been gained by undertaking a formal training course run by a State Education Department or Technical Education Department or its equivalent or by at least 12 months on the job experience as a tradesperson at instrument work.

(6) "**Instrument Fitter/Electrical Grade 2**" means a tradesperson working at a level above that of Instrument Fitter/Electrical Grade 1, who is mainly engaged in installing, repairing, maintaining, servicing, testing, modifying, commissioning, calibrating and fault finding instruments which make up a complex control system which utilises some combination of electrical, electronic, mechanical, hydraulic and pneumatic principles.

To be classified as an Instrument Fitter/Electrical Grade 2 a tradesperson will have:

- (a) Had a minimum of two years on the job experience as a tradesperson working predominantly on complex and/or intricate instruments and instrument systems as will enable the employee to perform such work under minimum supervision and technical guidance, and
 - (b) Satisfactorily completed an appropriate post trade course equivalent to at least two years' part-time study or has achieved to the satisfaction of the employer a comparable standard of skill and knowledge by other means including in-plant training or on the job experience referred to in (a) above.
- (7) "**Electronics Tradesperson**" means an electrical tradesperson working at a level beyond that of electrician special class and who is mainly engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an electronics tradesperson, a tradesperson must have at least three years on the job experience as a tradesperson in electronics systems utilising integrated circuits and in addition must have satisfactorily completed a post trades course in electronics equivalent to at least two years' part-time study.

In addition, to be classified as an electronics trades, a tradesperson must be capable of -

- (a) Maintaining and repairing multi-function printed circuitry using circuit diagrams and test equipment;
 - (b) Working under minimum supervision and technical guidance;
 - (c) Providing technical guidance within the scope of the work described in this definition;
 - (d) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.
- (8) "**Linesperson**" means an employee engaged (with or without assistance) in erecting poles for electrical wires, cables or other conductors or erecting wires, cables or other conductors on poles or over buildings, or tying them to insulators, or joining or insulating them, or doing any work on electrical poles off the ground.
- (9) "**Cable Jointer**" shall mean an employee who is engaged in joining cables or sweating on lugs in connection with the installing and maintenance of underground or overhead distributing systems.
- (10) "**Electrical Assistant**" shall mean an employee directly assisting any other employee covered by this award.
- (11) "**Casual Employee**" means an employee engaged and paid as such. Provided they shall not be employed as such for more than one month.
- (12) "**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 agree or, in the event of disagreement, which the Board of Reference declares to be construction work for the purposes of this award.

- (13) **"Part-time Employee"** means an employee engaged and paid as such. Provided that a part-time employee's weekly hours shall not exceed twenty four except by written agreement with the Union.

6. - SAFETY FOOTWEAR

- (1) On "construction work" a payment of 15 cents for each hour worked shall be paid to all employees to compensate them for the requirement to wear approved safety footwear which the employees are to ensure are maintained in sound condition.
- (2) Failure to wear safety footwear maintained in sound condition as determined by the employer will render the offending employee ineligible to work or be paid wages until such time as the employee is correctly attired for the job.

7. - CONTRACT OF SERVICE

- (1) A contract of service to which this award applies may be terminated in accordance with the provisions of this Clause but not otherwise.
- (2) Nothing in this Clause prevents any party to the contract giving a greater period of notice than is prescribed by this Clause, or any party at any time giving notice in accordance with this Clause.
- (3) Nothing in this Clause affects an employer's right to dismiss an employee without notice for misconduct in which case wages shall be paid for the time worked up to the time of dismissal only.
- (4) (a) A party to the contract of service may on any day give to the other party the appropriate period of notice of termination and where such notice is given at or before the commencement of the ordinary hours of duty of any day that day shall be included in the period of notice.
- (b) The contract of service terminates when the period of notice expires.
- (c) In lieu of giving the period of notice the contract shall be terminable by the payment or forfeiture, as the case may be, of ordinary wages for the period of notice which should have been given.
- (5) In the case of forfeiture by an employee, the employee shall forfeit entitlement to any monies owing to them under this award except to the extent that such monies exceed the employee's ordinary wages for the period of notice which should have been given.
- (6) Where an employee leaves the employment without giving or completing the period of notice under the contract the employee shall be deemed to have been terminated at the time at which the employee was last ready, willing and available for work during ordinary working hours under the contract and the provisions of subclause (4) 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 ordinary wages for the period of notice which should have been given.
- (7) The period of notice referred to in this Clause is -
- (a) In the case of a casual employee, one hour;
- (b) An employee (other than a casual employee)
- | (i) | Period of Continuous Services | Period of Notice |
|-----|--|-------------------------|
| | During the first month | 1 day |
| | More than 1 month but less than 1 year | 1 week |
| | More than 1 year but less than 3 years | 2 weeks |

More than 3 years but less than 5 years 3 weeks

5 years and over 4 weeks

(ii) An employee who at the time of being given notice is over 45 years of age and who at the date of termination has completed two years' continuous service with the employer, shall be entitled to one week's notice in addition to the notice prescribed in paragraph (a) of this subclause.

(c) In the case of an employee who has been engaged for the major and substantial portion of their time on construction work and who has completed one month's service, the employer, in lieu of giving the period of notice of termination shall give notice to the employee on the day 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 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 the employee under this subparagraph shall be credited towards payment of any monies due in the employee's new employment.

(8) (a) On the first day of engagement an employee shall be notified by the employer or by the employer's representative whether the duration of their employment is expected to exceed one month and, if hired as a casual employee, they 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 the employee's own within one month of commencing employment.

(9) The employer shall be under no obligation to pay for any day not worked upon which the employee is required to be present for duty, except when such absence from work is due to illness and comes within the provisions of Clause 24. – Sick Leave or such absence is on account of holidays to which the employee is entitled under the provisions of this award.

(10) (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 the industrial union of employees party to this award or by any other association or union.

(b) The provisions of paragraph (a) of this subclause also apply where an 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 Industrial Union of Employees 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.

8. - HIGHER DUTIES

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

9. – SUPPORTED WAGE

(1) This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Award. In the context of this clause, the following definitions will apply:

- (a) ‘Supported Wage System’ means the Commonwealth Government system to promote employment for people who cannot work at full Award wages because of a disability as documented in “[Supported Wages System: Guidelines and Assessment Process]”.
- (b) ‘Accredited Assessor’ means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual’s productive capacity within the Supported Wage System.
- (c) ‘Disability Support Pension’ means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.
- (d) ‘Assessment instrument’ means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

(2) Eligibility Criteria

Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for **receipt of a Disability Support Pension**. (The clause does not apply to any existing employee who has a claim against the employer that is subject to the provisions of workers’ compensation legislation or any provision of this Award relating to the rehabilitation of employees who are injured in the course of their current employment).

The clause also does not apply to employers in respect of their facility, programme, undertaking, services or the like which receives funding under the Disability Services Act 1988 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s10 or s12A of the Act, or if a part has received recognition, that part.

(3) Supported Wage Rates

Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Award for the class of work which the person is performing according to the following schedule:

Assessed Capacity (subclause 4)	% of Prescribed Award Rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%

80%
90%

80%
90%

(Provided that the minimum amount payable shall be not less than **\$60.00** per week).

* Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

(4) Assessment of Capacity

For the purpose of establishing the percentage of the Award rate to be paid to an employee under this Award, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

- (a) the employer and the union in consultation with the employee or, if desired by any of these; or
- (b) the employer and an accredited Assessor from a panel agreed by the parties to the Award and the employee.

(5) Lodgement of Assessment Instrument

- (a) All assessment instruments under the conditions of this clause, including the appropriate percentage of the Award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Western Australian Industrial Relations Commission.
- (b) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the Award, is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within 10 working days.

(6) Review of Assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

(7) Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other employees covered by this Award paid on a pro-rata basis.

(8) Workplace Adjustment

An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other employees in the area.

(9) Trial Period

- (a) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- (b) During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- (c) The minimum amount payable to the employee during the trial period shall be no less than **\$60.00** per week; or, in the case of paid rates award, the amount payable to the employee

during the trial period shall be **\$60.00** per week or such greater amount as is agreed from time to time between the parties (taking into account the Department of Social Security income test free areas for earnings) and inserted into this Award.

- (d) Work trials should include induction or training as appropriate to the job being trialed.
- (e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause (4) of this clause.

10. - APPRENTICES

Apprentices may be taken in the ratio of one apprentice for every one or two tradesperson and shall not be taken in excess of that ratio unless –

- (a) The industrial union of employees so agrees; or
- (b) The Commission so determines.

11. - HOURS

- (1) (a) Subject to the provisions of this paragraph and subclauses (2) and (3) of this Clause, the ordinary hours of work shall be an average of 38 per week to be worked on one of the following basis:
 - (i) Thirty-eight (38) hours within a work cycle not exceeding seven (7) consecutive days; or
 - (ii) Seventy-six (76) hours within a work cycle not exceeding fourteen (14) consecutive days; or
 - (iii) One hundred and fourteen (114) hours within a work cycle not exceeding twenty-one (21) consecutive days; or
 - (iv) One hundred and fifty-two (152) hours within a work cycle not exceeding twenty-eight (28) consecutive days.
- (b) The ordinary hours of work may be worked on any or all days of the week, Monday to Friday, inclusive, and except in the case of shift employees, shall be worked between the hours of 6.00 a.m. and 6.00 p.m. Provided that the spread of hours may be altered by agreement between the employer and the majority of employees in the plant or section or sections concerned.
- (c) 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.
- (d) 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 the agreement between the employer and the majority of employees in the plant or section or sections concerned.
- (e) 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 (3) of this Clause.
 - (ii) When an employee is required for duty during their usual meal interval and the meal interval is thereby postponed for more than half an hour, the employee shall be paid at overtime rates until they are provided with a meal.
- (f)
- (i) Subject to the provisions of this paragraph, a rest period of ten 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 an employee during the rest period but the period of ten minutes shall not be exceeded under any circumstances.
 - (iv) An employer who satisfies the Commission that an employee has breached any condition expressed or implied in this paragraph may be exempted from liability to allow the rest period.
 - (v) In addition to the rest period referred to in placitum (i) of this paragraph a rest period of ten minutes shall be allowed as soon as possible after the end of the second hours work following the meal interval but the provisions of this placitum only apply to an employee engaged on construction work on any day on which the employee is required for overtime for half an hour or more immediately following the employee's ordinary finishing time.
- (2)
- (a) Except as provided in paragraph (d) hereof, 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; or
 - (v) Where the ordinary hours of work are worked within an arrangement as provided in placitum (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 23. – Public Holidays and Annual Leave of this Award.
 - (b) In each plant, an assessment should be made as to which method of implementation best suits the business and the proposal shall be discussed with the employees concerned, the objective being to reach agreement on the method of implementation prior to May 17, 1982.
 - (c) In the absence of an agreement at plant level, the procedure for resolving special, anomalous or extraordinary problems shall be as follows -
 - (i) Consultation shall take place within the particular establishment concerned.
 - (ii) If it is unable to be resolved at establishment level, the matter shall be referred to the State Secretary of the union concerned or the deputy, at which level a conference of the parties shall be convened without delay.

- (iii) In the absence of agreement either party may refer the matter to the Western Australian Industrial Relations Commission.
- (d) Different methods of implementation of a 38 hour week may apply to various groups or sections of employees in the plant or establishment concerned.
- (e) Notice of Days Off Duty

Except as provided in paragraph (f) of this subclause, in cases where, by virtue of the arrangement of the employee's ordinary working hours, an employee, in accordance with placita (iii) and (iv) of paragraph (a) of this subclause, is entitled to a day off duty during their work cycle, such employee shall be advised by the employer at least four weeks in advance of the day they are to take off duty.
- (f)
 - (i) An employer with the agreement of the majority of employees concerned, may substitute the day an employee is to take off in accordance with placita (iii) and (iv) of paragraph (a) of this subclause, 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 or circumstances beyond the reasonable control of the employer.
 - (ii) An employer and employee may by agreement substitute the day the employee is to take off for another day.
 - (iii) Provided that any day substituted in accordance with this subclause shall be taken during the current or next succeeding work cycle.
- (3)
 - (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 subclauses (1) and (2) of this Clause and shall entail an objective review of current practices to establish where improvements can be made and implemented.
 - (b) The procedures should allow for in-plant discussions to continue even though all matters may not be resolved by May 17, 1982.
 - (c) The procedures should make suggestions as to the recording of understandings reached and methods of communicating agreements and understandings to all employees, including the overcoming of language difficulties.
 - (d) The procedures should allow for the monitoring of agreements and understandings reached in-plant.
 - (e) In cases where agreement cannot be reached in-plant in the first instance or where problems arise after initial agreements or understandings have been achieved in-plant, a formal monitoring procedure shall apply. The basic steps in this procedure shall be as applies with respect to special, anomalous or extraordinary problems as prescribed in paragraph (c) of subclause (2) of this Clause.

12. - OVERTIME

- (1)
 - (a) 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 11. - Hours.
 - (b)
 - (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 one half.
- (iii) An employee who works on a Saturday, Sunday or holiday shall be paid for at least three hours at the appropriate overtime rate.
- (c) 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 (c) of subclause (1) of Clause 11. - Hours applies.
- (d) 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) Except in the case of shifts to which Clause 13B. - Shift Work on Construction Work applies, overtime on shift work shall be based on the rate payable for shift work.
- (b) (i) When overtime work is necessary, it shall wherever reasonably practicable, be so arranged that an employee have 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 their ordinary work on one day and the commencement of their ordinary work on the next day that the employee does not have 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 instruction 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 they are released from duty for such period and shall then be entitled to be absent until the employee has had 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) is called in to work on a Sunday or holiday prescribed under this award preceding an ordinary working day, they shall, wherever reasonably practicable, be given ten consecutive hours off duty before the usual starting time on the next day. If this is not practicable then the provisions of subparagraphs (ii) and (iii) of this subclause shall apply.
- (v) The provisions of this paragraph shall apply in the case of shift employees who rotate from one shift to another, as if 8 hours were substituted for 10 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.
- (c) 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.
- (d) When an employee is instructed by the employer to hold themselves in readiness at their 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 they so hold themselves in readiness.
- (e)
 - (i) An employee required to work overtime for more than two hours without being notified on the previous day or earlier that they will be so required to work overtime shall be supplied with a meal by the employer or be paid \$13.35 for such meal and for a second or subsequent meal if so required.
 - (ii) No such payments shall be made to any employee living in the same locality as their place of work who can reasonably return home for such meals.
 - (iii) If an employee to whom subparagraph (i) of paragraph (e) of subclause (2) hereof applies has, as a consequence of the notice referred to in that paragraph, provided themselves with a meal or meals and is not required to work overtime or is required to work less overtime than the period notified, they shall be paid for each meal provided and not required, \$13.35.
- (f)
 - (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.
 - (ii) The union party to this award, or employee or employees covered by this award, shall not 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.
- (3) 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 18. - Special Rates and Provisions of this award apply to that work.

13. - SHIFT WORK

13A. - OTHER THAN CONSTRUCTION WORK

- (1) An employer may work any job on shifts but before doing so shall give notice of their intention to the Union concerned and of the intended starting and finishing times of ordinary working hours of the respective shifts.
- (2)
 - (a) Where any particular process is carried out on shifts other than day shift, and less than five consecutive afternoon or five consecutive night shifts are worked on that process, then employees employed on such afternoon or night shifts shall be paid at overtime rates.

Provided that where the ordinary hours of work normally worked in an establishment are worked on less than five days then the 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 a shift commences at or after 11.00 p.m. on any day, the whole of that shift shall be deemed, for the purposes of this award, to have been worked on the following day.
- (4) A shift employee when on afternoon or night shift shall be paid, for such shift fifteen per cent more than their ordinary rate prescribed by this award.

- (5) (a) All work performed on a rostered shift, when the major portion of such shift falls on a Saturday, shall be paid for at the rate of time and one half.
- (b) This rate shall be paid in lieu of the shift allowances prescribed in subclause (4) of this Clause.

13B. - SHIFT WORK ON CONSTRUCTION WORK

- (1) Shifts shall not be worked on construction work unless the employer and the union so agree, or, in the event of disagreement, the Board of Reference so determines.
- (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 on 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 their ordinary rate, be paid per shift of eight hours, a loading of 25 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 shall change weekly.

14. - PAYMENT OF WAGES

- (1) (a) Each employee shall be paid, where the employer and employee agree, weekly or fortnightly, prior to the finishing time of work at the appropriate rate as shown in the First Schedule - Wages. Subject to subclause (2) of this Clause payment shall be pro rata where less than a full week is worked.
- (b) (i) The employee shall be paid in cash or, where an employer and employee agree, the employee may be paid their wages by cheque or electronic funds transfer.
- (ii) Where an employee is paid in cash, the employee shall be paid during ordinary working hours prior to finishing time.

Unless an employee has been notified that payment will be delayed for reasons beyond the reasonable control of the employer, an employee kept waiting for their wages shall be paid at overtime rates up to the maximum of one hour.

- (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 placitum (i) or (ii) of subclause (2)(a) of Clause 11. - Hours 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 placitum (iii) or (iv) of subclause (2)(a) of Clause 11. - Hours 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 their wages 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 11. - Hours in subclause (2)(a) placita (iii) and (iv) provides that in implementing a 38 hour week the ordinary hours of an employee may be arranged so that they are 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 the employee worked 32 ordinary hours. That is, the employee would work for eight ordinary hours each day, Monday to Friday inclusive for three weeks and eight ordinary hours on four days only in the fourth week - a total of nineteen days during the work cycle.
- (iii) In such a case the averaging system applies and the weekly wage rates for ordinary hours of work applicable to the employee shall be the average weekly wage rates set out for the employee's classification in the First Schedule - Wages of this award, and shall be paid each week even though more or less than 38 ordinary hours are worked that week.

In effect, under the averaging system, the employee accrues a "credit" each day the employee works actual ordinary hours in excess of the daily average which would otherwise be seven hours 36 minutes. This "credit" is carried forward so that in the week of the cycle that the employee works on only four days, their 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 eight 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 nineteen days; that is, a total of seven hours and 36 minutes.

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

(3) Absences from Duty

- (a) An employee whose ordinary hours are arranged in accordance with placitum (iii) or (iv) of subclause (2)(a) of Clause 11. - Hours 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, public holidays prescribed under this award, paid sick leave, workers' compensation or bereavement leave or trade union training leave) shall, for each day the employee is so absent, lose average pay for that day calculated by dividing their average weekly wage rate by five.

An employee who is so absent from duty for part of a day shall lose average pay for each hour they are absent by dividing their average daily pay rate by eight.

- (b) Provided when such an employee is absent from duty for a whole day they will not accrue a "credit" because the employee would not have worked ordinary hours that day in excess of seven hours 36 minutes for which they would otherwise have been paid. Consequently, during the week of the work cycle the employee is to work less than 38 ordinary hours they 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 they are absent.

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

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

EXAMPLES

(An employee's ordinary hours are arranged so that they work eight ordinary hours on five days of each week for three weeks and eight ordinary hours on four days of the fourth week).

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

WEEK OF CYCLE	PAYMENT
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 4 th week.

WEEK OF CYCLE	PAYMENT
1st, 2nd and 3rd weeks =	average pay each week
4th week =	average pay less 4/5ths of average pay for the four days absent less total of credits not accrued that week
=	1/5th average pay less 4 x 0.4 hrs x average weekly pay

38

= 1/5th average pay less 1.6 hours x average weekly pay

38

(4) **Alternative Method of Payment**

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

(5) **Day Off Coinciding with Pay Day**

In the event that an employee, by virtue of the arrangement of their 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) **Termination of Employment**

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

When it is not practical for an employer to pay any monies due at the time of termination to an employee dismissed for misconduct the employer shall within two working days of the termination forward any such monies due by registered post to the employee at their last known address or such other address as may be nominated by the employee.

Provided that in the case of an employee whose ordinary hours are arranged in accordance with placitum (iii) or (iv) of subclause (2)(a) of Clause 11. - Hours and who is paid average pay and who has not taken the day off due to them during the work cycle in which their 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 their 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.

(7) **Details of Payments to be Given**

The employer shall provide each employee with a statement showing:-

- (a) The employee's ordinary rate of wage.
- (b) Then number of ordinary hours worked.
- (c) The number of overtime hours worked.
- (d) The amount of allowances and special rates paid.
- (e) Any paid leave payments made.
- (f) The gross amount of wages and allowances paid.
- (g) All deductions.
- (h) The net amount of wages and allowances.

(8) **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.

- (9) Subject to the provisions of this award no deduction shall be made from an employee's wages or from any money entitlement of the employee unless the employee has authorised such deduction in writing.

15. - REPRESENTATIVE INTERVIEWING EMPLOYEES

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

- (1) On notifying the employer or their 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 their 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.

16. - POSTING OF AWARDS 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.

17. - TIME AND WAGES RECORD

- (1) Each employer shall keep a time and wages book showing the name of each employee, the nature of their work, electrical worker's licence or permit number, 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 they 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 an 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. - SPECIAL RATES AND PROVISIONS

- (1) Height Money: An employee shall be paid an allowance of \$2.70 for each day on which they work at a height of 15.5 metres or more above the nearest horizontal plane, but this provision does not apply to linespersons.
- (2) Dirt Money: An employee shall be paid an allowance of 55 cents per hour when engaged on work of an unusually dirty nature where clothes are necessarily unduly soiled or damaged or boots are unduly damaged by the nature of the work done.
- (3) Grain Dust: Where any dispute arises at a bulk grain handling installation due to the presence of grain dust in the atmosphere and the Board of Reference determines that employees employed under this award are unduly affected by that dust, the Board may, subject to such conditions as it deems fit to impose, fix an allowance or allowances not exceeding 93 cents per hour.
- (4) Confined Space: An employee shall be paid an allowance of 66 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.

- (5) Diesel Engine Ships: The provisions of subclauses (2) and (4) of this Clause do not apply to an employee when they are engaged on work below the floor plates in diesel engine ships, but the employee shall be paid an allowance of 93 cents per hour whilst so engaged.
- (6) Boiler Work: An employee required to work in a boiler which has not been cooled down shall be paid at the rate of time and one-half for each hour or part of an hour so worked in addition to any allowance to which the employee may be entitled under subclauses (2) and (4) of this Clause.
- (7) Hot Work: An employee shall be paid an allowance of 55 cents per hour when they work in the shade in any place where the temperature is raised by artificial means to between 46.1 and 54.4 degrees Celsius.
- (8) (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.
- (9) Percussion Tools: An employee shall be paid an allowance of 35 cents per hour when working a pneumatic riveter of the percussion type and other pneumatic tools of the percussion type.
- (10) Chemical, Artificial Manure and Cement Works: An employee other than a general labourer, in chemical, artificial manure and cement works shall, in respect of all work done in and around the plant outside the machine shop, be paid an allowance calculated at the rate of \$13.80 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.
- (11) Abattoirs: An employee employed in and about an abattoir shall be paid an allowance calculated at the rate of \$18.60 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.
- (12) Phosphate Ships: An employee shall be paid an allowance of 83 cents for each hour they work in the holds 'tween decks of ships which, immediately prior to such work, have carried phosphatic rock but this subclause only applies if and for as long as the holds and 'tween decks are not cleaned down.
- (13) An employee who is sent to work on any gold mine shall be paid an allowance of such amount as will afford them a wage not less than they would be entitled to receive pursuant to the award which would apply to the employee if employed by the gold mine concerned.
- (14) 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.
- (15) The work of an electrical fitter or mechanic shall not be tested by an employee of a lower grade.
- (16) Special Rates Not Cumulative: Where more than one of the disabilities entitling an employee to extra rates exists on the same job, the employer shall be bound to pay only one rate, namely - the highest for

the disabilities so prevailing. Provided that this subclause shall not apply to Confined Space, Dirt Money, Height Money, or Hot Work, the rates for which are cumulative.

- (17) 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, gum boots, ear protectors, helmets, or other efficient substitutes thereof) for use by the employees when engaged on work for which some protective equipment is reasonably necessary.
 - (b) An employee shall sign an acknowledgement when they receive any article of protective equipment and shall return that article to the employer when the employee has finished using it or on leaving their employment.
 - (c) An employee to whom an article of protective equipment has been issued shall not lend that article to another employee and if they do, both employees shall be deemed guilty of wilful misconduct.
 - (d) An article of protective equipment which has been used by an employee shall not be issued by the employer to another employee until it has been effectively sterilised, but this paragraph only applies where sterilisation of the article is practicable and is reasonably necessary.
 - (e) Adequate safety gear (including insulating gloves, mats and/or shields where necessary) shall be provided by the employer for employees required to work on live electrical equipment.
- (18)
- (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.
- (19) 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 \$11.00 per week in addition to their ordinary rate.
- (20) Tool Allowance:
- (a) Where an employer does not provide a tradesperson or an apprentice with the tools ordinarily required by that tradesperson or apprentice in the performance of their work as a tradesperson or apprentice, the employer shall pay an allowance as prescribed in the First Schedule - Wages, Clause 5, for the purpose of such tradesperson or apprentice supplying and maintaining tools ordinarily required in the performance of their work as a tradesperson or apprentice. The tools shall be, or comparable to, those as listed hereunder.

Electrical Installers and Fitters

Tool box and lock
200mm/8" Insulated pliers
180mm/7" Side cutters
200mm/8" Long nose pliers
300mm/12" Adjustable spanner
200mm/8" Adjustable spanner
Set spanners 3mm/1/8" to 12mm/1/2"
Philips screwdriver (2)
Wire stripper
Hacksaw frame
Keyhole saw
2m Tape measure

Electrical Installers/Fitters

ANY THREE OF
Dumpy screwdriver
156mm/6" Insulated screwdriver
200mm/8" Insulated screwdriver
250mm/10" Screwdriver
300mm/12" Screwdriver
100mm/4" Screwdriver

ANY TWO OF
Multigrips
250mm/10" Stilsons vice grips

ANY TWO OF

Knife	Gimpy, or Ball pean
250mm/10" Tin snips	Hammer
Cold chisel	1 kg/2lb Hammer
Wood chisel	
Centre punch	
Set of Allen keys	
Tap wrench	

Electrical Fitters

Set of 4 table spanners Set of 4 Whit
tube spanners Set metric spanners 8mm
to 18mm

- (b) A tradesperson or apprentice shall replace or pay for any tools supplied by their employer if lost through the employee's negligence.
 - (c) Payment of the tool allowance to an apprentice shall cease if the apprentice has not equipped themselves with such tools by the commencement of the final year of apprenticeship and shall not be recommenced until such time as the required tools have been acquired by the apprentice and the employer has been notified accordingly.
 - (d) An employer shall provide for the use of a tradesperson or an apprentice all necessary power tools, special purpose tools and precision measuring instruments.
- (21) Nominee: A licensed electrical installer or fitter who acts as a nominee for an electrical contractor shall be paid an allowance of \$68.70 per week.
- (22) Amenities:
- On construction work the employer shall provide, subject to the considerations noted hereunder, a reasonable site accommodation of a standard which will enable the employees to enjoy a clean, insect free atmosphere including the provision of heating or air conditioning as is necessary, suitable food storage space, hot water and pie warmer, for smoko and lunches.
- The above provisions will only be required where the employer employs five or more employees located on site for a continuous period exceeding two months.
- (23) Any dispute under this Clause may be determined by the Board of Reference.

19. - CAR ALLOWANCE

Where an employee is required and authorised to use their own motor vehicle in the course of their duties the employee shall be paid an allowance of 80.2 cents per kilometre travelled. Notwithstanding anything contained in this Clause the employer and the employee may make any other arrangement as to car allowance not less favourable to the employee.

20. - ALLOWANCE FOR TRAVELLING AND EMPLOYMENT IN CONSTRUCTION WORK

- (1) (a) An employee who, on any day, or from day to day is required to work at a job away from their accustomed workshop or depot shall, at the direction of their employer, present themselves 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 their 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 their home and accustomed workshop or depot.

- (c) An employee who with the approval of their employer uses their own 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 their employer for a regular allowance.
- (2) An employee to whom subclause (1) of this Clause does not apply and who is engaged on construction work shall be paid an allowance in accordance with the provisions of this subclause to compensate for travel patterns and costs peculiar to the industry, which include mobility requirements of employees, and the nature of employment in the construction work covered by this award -
- (a) On jobs measured by radius from the General Post Office, Perth situated within the area of:
- | | Per Day
\$ |
|--|---------------|
| (i) Up to and including 50 kilometre radius | 17.30 |
| OR | |
| (ii) Over 50 kilometres up to and including 60 kilometre radius | 21.90 |
| OR | |
| (iii) Over 60 kilometres up to and including 75 kilometre radius | 33.65 |
| OR | |
| (iv) Over 75 kilometres up to and including 90 kilometre radius | 47.65 |
| OR | |
| (v) Over 90 kilometres up to and including 105 kilometre radius | 61.85 |
- (b) In respect of work carried out from an employer's depot situated more than 60 kilometres by radius from the General Post Office Perth, the main Post Office in the Town in which such depot is situated is substituted as the centre for the purpose of determining the allowance to be paid to an employee.
- (c) Where transport to and from the job is provided by the employer from and to their 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 weatherproof covering.
- (3) For travelling during working hours from and to the employer's place of business or from one job to another, an employee shall be paid by the employer at ordinary rates. The employer shall pay all fares and reasonable expenses in connection with such travelling.
- (4) The provisions of this Clause do not apply to an employee to whom Clause 21. - Distant Work is applicable.

21. - DISTANT WORK

- (1) Where an employee is engaged or selected or advised by an employer to proceed to construction work at such a distance that the employee cannot return to their home each night, 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 monies 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 their 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)
 - (a) Where an employee who, after one month of employment with an employer, leaves their employment, or whose employment is terminated by their employer "except for incompetency, within one working week of the employee commencing work on the job or for misconduct" and in either instance subject to the provisions of Clause 7 of this award returns to the place from whence the employee first proceeded to the locality, or to a place less distant than or equidistant to the place whence the employee first proceeded, the employer shall pay all expenses :
 - including fares, transport of tools, meals and, if necessary, suitable overnight accommodation
 - incurred by the employee in so returning.
 - (b) In addition to the expenses for the return journey prescribed by paragraph (a) of this subclause, an employee whose employment is terminated by their employer "except for incompetency, within one working week of the employee commencing work on the job or for misconduct" shall be paid in accordance with paragraph (b) of subclause (3) of this Clause for the time so spent travelling.
 - (c) Provided that the employer shall in no case be liable to pay a greater amount under paragraph (a) or (b) of this subclause than they would have paid if the employee had returned to the locality from which they first proceeded to the job.
- (5) On construction work north of the 26th parallel of South Latitude the following provisions apply -
 - (a) The employer may deduct the amount of the forward fare from the employee's first or later wages but the amount so deducted shall be refunded to the employee if they continue to work for three months, or, if the work ceases sooner, for so long as the work continues.
 - (b) If the employee continues to work for the employer for at least six months, the employer shall, on termination of the employee's engagement, pay the fare of the employee back from the place of work to the place of engagement if the employee so desires.
- (6) An employee to whom the provisions of subclause (1) of this Clause apply shall be paid an allowance of \$33.80 for any weekend that they returns to their home from the job but only if –
 - (a) The employee advises the employer or their agent of their intention no later than the Tuesday immediately preceding the weekend in which the employee so returns;
 - (b) The employee is not required to 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) 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 they cannot return to their home each night and where such construction work is located north of the 26th parallel of South Latitude or east of the 120 meridian of longitude, or in any other area to which air transport is the only practicable means of travel.

- (a) An employee may return to their home or to Perth or any other place at a weekend to be mutually agreed upon between the employee and the employer:
 - (i) After four continuous months service with their 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 their 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 their 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.
- (8) Any time in respect of which an employee is absent from work except time for which they are entitled to claim payment pursuant to Clause 24. – Sick Leave, or time spent on holidays pursuant to subclause (1) of Clause 23. – Public Holidays and Annual Leave shall not count for determining the employee’s rights to travel and leave under the provisions of subclause (7) of this Clause.
- (9) Where an employee, supplied with the board and lodging by their employer, is required to live more than 800 metres from the job the employee shall be provided with suitable transport to and from that job or be paid an allowance of \$14.95 per day provided that where the time actually spent in travelling either to or from the job exceeds 20 minutes, that excess travelling time shall be paid for at ordinary rates whether or not suitable transport is supplied by the employer.
- (10) The provisions of subclauses (1), (2), (3), (6), (7), (8) and (9) of this Clause shall be deemed to apply to an employee who is in the regular employment of an employer and who is sent by their employer to distant work (whether construction work or not) but the provisions of subclause (4) of this Clause do not apply to such an employee.

22. - LOCATION ALLOWANCES

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

<u>TOWN</u>	<u>PER WEEK</u>
Agnew	\$20.60
Argyle	\$54.90

Balladonia	\$21.10
Barrow Island	\$35.70
Boulder	\$8.70
Broome	\$33.10
Bullfinch	\$9.70
Carnarvon	\$17.00
Cockatoo Island	\$36.30
Coolgardie	\$8.70
Cue	\$21.10
Dampier	\$28.80
Denham	\$17.00
Derby	\$34.40
Esperance	\$6.00
Eucla	\$23.10
Exmouth	\$30.10
Fitzroy Crossing	\$41.70
Goldsworthy	\$17.80
Halls Creek	\$48.10
Kalbarri	\$7.30
Kalgoorlie	\$8.70
Kambalda	\$8.70
Karratha	\$34.50
Koolan Island	\$36.30
Koolyanobbing	\$9.70
Kununurra	\$54.90
Laverton	\$21.00
Learmonth	\$30.10
Leinster	\$20.60
Leonora	\$21.00
Madura	\$22.10
Marble Bar	\$53.10
Meekatharra	\$18.20
Mount Magnet	\$22.80
Mundrabilla	\$22.60
Newman	\$19.80
Norseman	\$18.10
Nullagine	\$53.00
Onslow	\$35.70
Pannawonica	\$26.80
Paraburdoo	\$26.70
Port Hedland	\$28.60
Ravensthorpe	\$10.90
Roebourne	\$39.70
Sandstone	\$20.60
Shark Bay	\$17.00
Shay Gap	\$17.80
Southern Cross	\$9.70
Telfer	\$48.90
Teutonic Bore	\$20.60
Tom Price	\$26.70
Whim Creek	\$34.20
Wickham	\$33.00
Wiluna	\$20.80
Wittenoom	\$46.90
Wyndham	\$51.50

(2) Except as provided in subclause (3) of this clause, an employee who has:

- (a) a dependant shall be paid double the allowance prescribed in subclause (1) of this clause;
 - (b) a partial dependant shall be paid the allowance prescribed in subclause (1) of this clause plus the difference between that rate and the amount such partial dependant is receiving by way of a district or location allowance.
- (3) Where an employee:
- (a) is provided with board and lodging by his/her employer, free of charge; or
 - (b) is provided with an allowance in lieu of board and lodging by virtue of the award or an order or agreement made pursuant to the Act;
- such employee shall be paid $66\frac{2}{3}$ per cent of the allowances prescribed in subclause (1) of this clause.
- (4) Subject to subclause (2) of this clause, junior employees, casual employees, part time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.
- (5) Where an employee is on annual leave or receives payment in lieu of annual leave he/she shall be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.
- (6) Where an employee is on long service leave or other approved leave with pay (other than annual leave) he/she shall only be paid location allowance for the period of such leave he/she remains in the location in which he/she is employed.
- (7) For the purposes of this clause:
- (a) "Dependant" shall mean -
 - (i) a spouse or defacto partner; or
 - (ii) a child where there is no spouse or defacto partner;who does not receive a location allowance or who, if in receipt of a salary or wage package, receives no consideration for which the location allowance is payable pursuant to the provisions of this clause.
 - (b) "Partial Dependant" shall mean a "dependant" as prescribed in paragraph (a) of this subclause who receives a location allowance which is less than the location allowance prescribed in subclause (1) of this clause or who, if in receipt of a salary or wage package, receives less than a full consideration for which the location allowance is payable pursuant to the provisions of this clause.
- (8) Where an employee is employed in a town or location not specified in this clause the allowance payable for the purpose of subclause (1) of this clause shall be such amount as may be agreed between Australian Mines and Metals Association, the Chamber of Commerce and Industry of Western Australia and the Trades and Labor Council of Western Australia or, failing such agreement, as may be determined by the Commission.
- (9) Subject to the making of a General Order pursuant to s.50 of the Act, that part of each location allowance representing prices shall be varied from the beginning of the first pay period commencing on or after the 1st day in July of each year in accordance with the annual percentage change in the Consumer Price Index (excluding housing), for Perth measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.

23. – PUBLIC HOLIDAYS AND ANNUAL LEAVE

- (1) (a) The following days or the days observed in lieu shall, subject to this subclause and to paragraph (b) of subclause (1) of Clause 12. - 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 concerned 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 outside of the south west land division, Australia Day, Easter Monday, Foundation Day, Sovereign's Birthday and Boxing Day shall not be holidays but in lieu thereof 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 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.
- (c) An employee (other than a casual employee) who has been employed for at least three consecutive months and whose services are terminated by the employer through no fault of the employee within seven days of the observance of any of the holidays referred to in paragraph (a) of this subclause shall be paid for eight hours at the ordinary rate of wage as prescribed in this award for that holiday.
- (d) Where an employee is absent from their employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, the employee shall not be entitled to payment for such 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 themselves for duty and payment may be deducted, but if work be done, ordinary rates of pay shall apply.
- (3) (a) Except as hereinafter provided, a period of four consecutive weeks leave with payment as prescribed in paragraph (b) shall be allowed annually to 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 they would have received in respect of the ordinary time the employee would have worked had they 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 at the rate applicable to the employee as prescribed in the First Schedule to this award and the allowances prescribed by Clause 22. - Location Allowances of the award.
- (c) In addition to the payment prescribed in paragraph (b) hereof an employee shall receive a 17.5% loading calculated on the rate of wage prescribed by that paragraph.
- (d) The loading prescribed by paragraph (c) of this subclause shall apply to proportionate leave on termination except in the case of an employee whose services are terminated by the employer for misconduct.
- (4) If any award holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid.

- (5)
 - (a) If after one week's continuous service in any qualifying twelve monthly period an employee (other than a casual employee) lawfully leaves their employment, or their 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 in paragraph (b) of this subclause in respect of each completed week of continuous service.
 - (b) An employee whose employment terminates after they have 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 (8), (9) or (10) 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.
 - (c) The provisions of paragraph (a) hereof do not apply to the employees of any employer to whom the Third Schedule - 38 Hour Week Provisions applies.
- (6) Any time in respect of which an employee is absent from work, except time for which they are entitled to claim worker's compensation to a maximum of two weeks in any year or 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 their right to annual leave.
- (7) 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 their length of service during that period with such employer and, if such leave is not equal to the leave given to the other employees, they shall not be entitled to work or pay whilst the other employees of such employer are on leave on full pay.
- (8) 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.
- (9) Where an employer closes down the business, or a section or a job, for the purpose of allowing annual leave to all or bulk of the employees in the business, or section or sections concerned, the following provisions shall apply:
 - (a) An 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.
- (10)
 - (a) An employer may close down the business or a section or sections thereof for a period of at least three consecutive weeks and grant the balance of the annual leave due to an employee in one continuous period in accordance with a roster.

- (b) An employer may close down the business, or a section or sections thereof for a period of less than three consecutive weeks and allow the balance of the annual leave due to an employee in one or two continuous periods, either of which may be in accordance with a roster. In such a case the granting and taking of annual leave shall be subject to the agreement of the employer and the majority of the employees in the business, or a section or sections thereof respectively and before asking the employees concerned for their agreement, the employer shall advise them of the proposed date of the close-down or close-downs and the details of the annual leave roster.

24. – SICK LEAVE

- (1) (a) An employee who is unable to attend or remain at their place of employment during the ordinary hours of work by reason of personal ill health or injury shall be entitled to payment during such absence in accordance with the provisions of this Clause.

- (i) Employee who actually works 38 ordinary hours each week:

An employee whose ordinary hours of work are arranged in accordance with placitum (i) or (ii) of subclause (2)(a) of Clause 11. - Hours so that the employee actually works 38 ordinary hours each week shall be entitled to payment during such absence for the actual ordinary hours absent.

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

An employee whose ordinary hours of work are arranged in accordance with placitum (iii) or (iv) of subclause (2)(a) of Clause 11. - Hours so that the employee works an average of 38 ordinary hours each week during a particular work cycle shall be entitled to pay during such absence calculated as follows:

<u>duration of absence</u>	x	<u>appropriate weekly rate</u>
ordinary hours normally worked that day		<u>5</u>

An employee shall not be entitled to claim payment for personal ill health or injury nor will their sick leave entitlement be reduced if such ill health or injury occurs on the week day the employee is to take off duty in accordance with placitum (iii) or (iv) of subclause (2)(a) of Clause 11. - 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 the employees so agree.
 - (c) Entitlement to payment shall accrue at the rate of one twenty-fourth of a week for each completed week 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 their 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 their inability to attend for work, the nature of their illness or injury and the estimated duration of the absence. Provided that such advice, other than in extraordinary circumstances shall be given to the employer within 24 hours of the commencement of the absence.
- (4) The provisions of this Clause do not apply to an employee who fails to produce a certificate from a medical practitioner dated at the time of the absence or who fails to supply such other proof of the illness or injury as the employer may reasonably require provided that the employee shall not be required to produce a certificate from a medical practitioner with respect to absences of two days or less unless after two such absences in any year of service the employer requests in writing that the next and subsequent absences in that year if any, shall be accompanied by such certificate.
- (5)
 - (a) Subject to the provisions of this subclause, the provisions of this Clause apply to an employee who suffers personal ill health or injury during the time when the employee is absent on annual leave and an employee may apply for and the employer shall grant paid sick leave in place of paid annual leave.
 - (b) Application for replacement shall be made within seven days of resuming work and then only if the employee was confined to their place of residence or a hospital as a result of their personal ill health or injury for a period of seven consecutive days or more and the employee produces a certificate from a registered medical practitioner that they were so confined. Provided that the provisions of this paragraph do not relieve the employee of the obligation to advise the employer in accordance with subclause (3) of this Clause if the employee is unable to attend for work on the working day next following their 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 they 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 23. – Public 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 23. – Public 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 in Clause 26. - Long Service Leave, 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 and Rehabilitation Act 1981 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.

25. - BEREAVEMENT LEAVE

- (1) An employee shall on the death of:
 - (a) Spouse or de facto spouse;
 - (b) Child, or step child or child-in-law
 - (c) Parent, step parent or parent-in-law;
 - (d) Sibling, step sibling or sibling-in-law;
 - (e) Grandparent, step grandparent;
 - (f) Any person, who immediately before that persons death, lived with the employee as a member of the employee's family

is entitled to paid bereavement leave of up to two days, which do not have to be consecutive.

- (2) Evidence of entitlement to bereavement leave that would satisfy a reasonable person is to be furnished to the employer.
- (3) Payment in respect of bereavement leave is to be made only where the employee would have been on duty and shall not be granted in the case where the employee concerned would have been off duty in accordance with the employee's roster, or on long service leave, annual leave, sick leave, worker's compensation, leave without pay or on a public holiday.

26. - LONG SERVICE LEAVE

Standard Provisions - (As Consolidated at a Hearing before the Commission in Court Session on 15 December 1977)*

1.-RIGHT TO LEAVE.

A worker shall, as herein provided, be entitled to leave with pay in respect of long service.

2. -LONG SERVICE.

- (1) The long service which shall entitle a worker to such leave shall, subject as herein provided, be continuous service with one and the same employer.
- (2) Such service shall include service prior to the 1st day of April 1958, if it continued until such time but only to the extent of the last 20 completed years of continuous service.
- (3)
 - (a) Where a business has, whether before or after the coming into operation hereof, been transmitted from an employer (herein called "the transmittor") to another employer (herein called "the transmittee") and a worker who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee the period of the continuous service which the worker has had with the transmittor, (including any such service with any prior transmittor shall be deemed to be service of the worker with the transmittee.
 - (b) In this subclause "transmission" includes transfer, conveyance, assignment or succession whether voluntary or by agreement or by operation of law and "transmitted" has a corresponding meaning.
- (4) Where, over a continuous period, a worker has been employed by two or more companies each of which is a related company within the meaning of section 6 of the Companies Act 1961 the period of

the continuous service which the worker has had with each of those companies shall be deemed to be service of the worker with the company by whom he is last employed.

Section 6 reads—

- (1) *For the purposes of this Act, a corporation shall, subject to the provisions of subsection (3) of this section, be deemed to be a subsidiary of another corporation, if,*
 - (a) *that other corporation -*
 - (i) *controls the composition of the board of directors of the first mentioned corporation;*
 - (ii) *controls more than half of the voting power in the first mentioned corporation; or*
 - (iii) *holds more than half of the issued share capital of the first mentioned corporation excluding any part thereof which carries no right to participate beyond a specified amount in a distribution of either profits or capital; or*
 - (b) *the first mentioned corporation is a subsidiary of any corporation which is that other corporation's subsidiary.*
- (2) *For the purpose of subsection (1) of this section, the composition of a corporation's board of directors shall be deemed to be controlled by another corporation if that other corporation by the exercise of some power exercisable by it without the consent or concurrence of any other person can appoint or remove all or a majority of the directors; and for the purposes of this provision that other corporation shall be deemed to have power to make such an appointment if -*
 - (a) *a person cannot be appointed as a director without the exercise in his favour by that other corporation of such power; or*
 - (b) *a person's appointment as a director follows necessarily from his being a director or other officer of that other corporation.*
- (3) *In determining whether one corporation is subsidiary of another corporation -*
 - (a) *any shares held or power exercisable by that other corporation in a fiduciary capacity shall be treated as not held or exercisable by it;*
 - (b) *subject to paragraphs (c) and (d) of this subsection, any shares held or power exercisable -*
 - (i) *by any person as a nominee for that other corporation (except where that other corporation is concerned only in a fiduciary capacity); or*
 - (ii) *by, or by a nominee for, a subsidiary of that other corporation, not being a subsidiary which is concerned only in a fiduciary capacity,*
 - (iii) *shall be treated as held or exercisable by that other corporation;*
 - (c) *any shares held or power exercisable by any person by virtue of the provisions of any debentures of the first mentioned corporation or of a trust deed for securing any issue of such debentures shall be disregarded; and*
 - (d) *any shares held or power exercisable by, or by a nominee for, that other corporation or its subsidiary (not being held or exercisable as mentioned in paragraph (c) of this subsection) shall be treated as not held or exercisable by that other corporation if the ordinary business of that other corporation or its subsidiary, as the case may be,*

includes the lending of money and the shares are held or power is so exercisable by way of security only for the purposes of a transaction entered into in the ordinary course of that business.

(4) *A reference in this Act to the holding company of a company or other corporation shall be read as a reference to a corporation of which that last mentioned company or corporation is a subsidiary.*

(5) *Where a corporation -*

(a) *is the holding company of another corporation;*

(b) *is a subsidiary of another corporation;*

(c) *is a subsidiary of the holding company of another corporation, that first mentioned corporation and that other corporation shall for the purposes of this Act be deemed to be related to each other.*

(5) Such service shall include -

(a) Any period of absence from duty on any annual leave or long service leave;

(b) Any period of absence from duty necessitated by sickness of or injury to the worker but only to the extent of 15 working days in any year of his employment;

(c) Any period following any termination of the employment by the employer if such termination has been made merely with the intention of avoiding obligations hereunder in respect of long service leave or obligations under any award in respect of annual leave;

(d) any period during which the service of the worker was or is interrupted by service -

(i) as a member of the Naval, Military or Air Forces of the Commonwealth of Australia other than as a member of the British Commonwealth Occupation Forces in Japan and other than as a member of the Permanent Forces of the Commonwealth of Australia except in the circumstances referred to in section 31 (2) of the Defence Act 1903-1956, and except in Korea or Malaya after 26 June 1950;

(ii) as a member of the Civil Construction Corps established under the National Security Act 1939-1946;

(iii) in any of the Armed Forces under the National Service Act 1951 (as amended).

Provided that the worker as soon as reasonably practicable on the completion of any such service resumed or resumes employment with the employer by whom he was employed immediately before the commencement of such service.

(6) Service shall be deemed to be continuous notwithstanding -

(a) the transmission of a business as referred to in paragraph (3) of this subclause;

(b) the employment with related companies as referred to in paragraph (4) of this subclause;

(c) any interruption of a class referred to in paragraph (5) of this subclause;

(d) any absence from duty authorised by the employer;

(e) any standing down of a worker in accordance with the provisions of an award, industrial agreement, order or determination under either Commonwealth or State law;

- (f) any absence from duty arising directly or indirectly from an industrial dispute if the worker returns to work in accordance with the terms of settlement of the dispute;
- (g) any termination of the employment by the employer on any ground other than slackness of trade if the worker be re-employed by the same employer within a period not exceeding two months from the date of such termination;
- (h) any termination of the employment by the employer on the ground of slackness of trade if the worker is reemployed by the same employer within a period not exceeding six months from the date of such termination;
- (i) any reasonable absence of the worker on legitimate union business in respect of which he has requested and been refused leave;
- (j) any absence from duty after the coming into operation of this clause by reason of any cause not specified in this clause unless the employer, during the absence or within 14 days of the termination of the absence notifies the worker in writing that such absence will be regarded as having broken the continuity of service, which notice may be given by delivery to the worker personally or by posting it by registered mail to his last recorded address, in which case it shall be deemed to have reached him in due course of post.

Provided that the period of absence from duty or the period of any interruption referred to in placita (d) to (j) inclusive of this paragraph shall not (except as set out in paragraph (5) of this subclause) count as service.

3. -PERIOD OF LEAVE.

- (1) The leave to which a worker shall be entitled or deemed to be entitled shall be as provided in this subclause.
- (2) Subject to the provisions of paragraphs (5) and (6) of this subclause -
Where a worker has completed at least 15 years' service the amount of leave shall be -
 - (a) In respect of 15 years' service so completed - 13 weeks' leave;
 - (b) in respect of each 10 years' service completed after such 15 years - eight and two-thirds weeks' leave;
 - (c) on the termination of the worker's employment -
 - (i) by his death;
 - (ii) in any circumstances otherwise than by his employer for serious misconduct;

in respect of the number of years' service with the employer completed since he last became entitled to an amount of long service leave, a proportionate amount on the basis of 13 weeks for 15 years' service.
- (3) Subject to the provisions of paragraph (6) of this subclause, where a worker has completed at least 10 years' service but less than 15 years' service since its commencement and his employment is terminated -
 - (i) by his death; or
 - (ii) in any circumstances, otherwise than by his employer for serious misconduct; the amount of leave shall be such proportion of 13 weeks' leave as the number of completed years of such service bears to 15 years

- (4) In the cases to which paragraphs (2) (c) and (3) of this subclause apply the worker shall be deemed to have been entitled to and to have commenced leave immediately prior to such termination.
- (5) A worker whose service with an employer commenced before 1 October 1964, and whose service would entitle him to long service leave under this clause shall be entitled to leave calculated on the following basis: -
- (a) For each completed year of service commencing before 1 October 1964, an amount of leave calculated on the basis of 13 weeks' leave for 20 years' service and
 - (b) for each completed year of service commencing on or after 1 October 1964, an amount of leave calculated on the basis of 13 weeks' leave for 15 years' service.
- Provided that such worker shall not be entitled to long service leave until his completed years of service entitle him to the amount of long service leave prescribed in either paragraph (2) (a) or paragraph (2) (b) of this subclause as the case may be.
- (6) A worker to whom paragraphs (2) (c) and (3) of this subclause apply whose service with an employer commenced before 1 October 1964, shall be entitled to an amount of long service leave calculated on the following basis:
- (a) For each completed year of service commencing before 1 October 1964, an amount of leave calculated on the basis of 13 weeks' leave for 20 years' service; and
 - (b) for each completed year of service commencing on or after 1 October 1964, an amount of leave calculated on the basis of 13 weeks' leave for 15 years' service.
 - (c)

4. -PAYMENT FOR PERIOD OF LEAVE.

- (1) A worker shall, subject to paragraph (3) of this subclause, be entitled to be paid for each week of leave to which he has become entitled or is deemed to have become entitled the rate of pay applicable to him at the date he commences such leave.
- (2) Such rate of pay shall be the rate applicable to him for the standard weekly hours which are prescribed by this award (or agreement), but in the case of casuals and part-time workers shall be the rate for the number of hours usually worked up to but not exceeding the prescribed standard.
- (3) Where by agreement between the employer and the worker the commencement of the leave to which the worker is entitled or any portion thereof is postponed to meet the convenience of the worker, the rate of payment for such leave shall be at the rate of pay applicable to him at the date of accrual, or, if so agreed, at the rate of pay applicable at the date he commences such leave.
- (4) The rate of pay -
- (a) shall include any deductions from wages for board and/or lodging or the like which is not provided and taken during the period of leave;
 - (b) shall not include shift premiums, overtime, penalty rates, special rates, disability allowances, fares and travelling allowances or the like.
- (5) In the case of workers employed on piece or bonus work or any other system of payment by results the rate of pay shall be calculated by averaging the workers' rate of pay for each week over the previous three monthly period.

5. -TAKING LEAVE.

- (1) In a case to which placita (a) and (b) of paragraph (2) of subclause (3) apply: -
 - (a) Leave shall be granted and taken as soon as reasonably practicable after the right thereto accrues due or at such time or times as may be agreed between the employer and the worker or in the absence of such agreement at such time or times as may be determined by the Special Board of Reference having regard to the needs of the employer's establishment and the worker's circumstances.
 - (b) Except where the time for taking leave is agreed to by the employer and the worker or determined by the Special Board of Reference the employer shall give to a worker at least one month's notice of the date from which his leave is to be taken.
 - (c) Leave may be granted and taken in one continuous period or if the employer and the worker so agree in not more than three separate periods in respect of the first 13 weeks' entitlement and in not more than two separate periods in respect of any subsequent period of entitlement.
 - (d) Any leave shall be inclusive of any public holidays specified in this award (or agreement) occurring during the period when the leave is taken but shall not be inclusive of any annual leave.
 - (e) Payment shall be made in one of the following ways: -
 - (i) In full before the worker goes on leave;
 - (ii) at the same time as his wages would have been paid to him if the worker had remained at work, in which case payment shall, if the worker in writing so requires, be made by cheque posted to an address specified by the worker; or
 - (iii) in any other way agreed between the employer and the worker.
 - (f) No worker shall, during any period when he is on leave, engage in any employment for hire or reward in substitution for the employment from which he is on leave, and if a worker breaches this provision he shall thereupon forfeit his right to leave hereunder in respect of the unexpired period of leave upon which he has entered, and the employer shall be entitled to withhold any further payment in respect of the period and to reclaim any payments already made on account of such period of leave.
- (2) In the case to which paragraph (2)(c) or paragraph (3) of subclause (3) applies and in any case in which the employment of the worker who has become entitled to leave hereunder is terminated before such leave is taken or fully taken the employer shall, upon termination of his employment otherwise than by death pay to the worker, and upon termination of employment by death pay to the personal representative of the worker upon request by the personal representative, a sum equivalent to the amount which would have been payable in respect of the period of leave to which he is entitled to deemed to have been entitled and which would have been taken but for such termination. Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

6. -GRANTING LEAVE IN ADVANCE AND BENEFITS TO BE BROUGHT INTO ACCOUNT.

- (1) Any employer may by agreement with a worker allow leave to such a worker before the right thereto has accrued due, but where leave is taken in such case the worker shall not become entitled to any further leave hereunder in respect of any period until after the expiration of the period in respect of which such leave had been taken before it accrued due.
- (2) Where leave has been granted to a worker pursuant to the preceding paragraph before the right thereto has accrued due, and the employment subsequently is terminated, the employer may deduct from whatever remuneration is payable upon the termination of the employment such amount as represents

payment for any period for which the worker has been granted long service leave to which he was not at the date of termination of his employment or prior thereto entitled.

- (3) Any leave in the nature of long service leave or payment in lieu thereof under a State Law or a long service leave scheme not under the provisions hereof granted to a worker by his employer in respect of any period of service with the employer shall be taken into account whether the same is granted before or after the coming into operation hereof and shall be deemed to have been taken and granted hereunder in the case of leave with pay to the extent of the period of such leave and in the case of payment in lieu thereof to the extent of a period of leave with pay equivalent thereof of the entitlement of the worker hereunder.

7. -RECORDS TO BE KEPT.

- (1) Each employer shall during the employment and for a period of 12 months thereafter, or in the case of termination by death of the worker for a period of three years thereafter, keep a record from which can be readily ascertained the name of each worker, and his occupation, the date of the commencement of his employment and his entitlement to long service leave and any leave which may have been granted to him or in respect of which payment may have been made hereunder.
- (2) Such record shall be open for inspection in the manner and circumstances prescribed by this award (or agreement) with respect to the time and wages record.

8. -SPECIAL BOARD OF REFERENCE.

- (1) There shall be constituted a Special Board of Reference for the purpose hereof to which all disputes and matters arising hereunder shall be referred and the Board shall determine all such disputes and matters.
- (2) There shall be assigned to such Board the functions of -
 - (a) the settlement of disputes of any matters arising hereunder;
 - (b) the determination of such matters as are specifically assigned to it hereunder.
- (3) The Board of Reference shall consist of one representative or substitute therefor nominated from time to time by the Confederation of Western Australian Industry (Incorporated) and one representative or substitute nominated from time to time by the Trades and Labor Council of Western Australia together with a chairman to be mutually agreed upon by the organisations named in this paragraph.

9. -STATE LAW.

- (1) The provisions of any State Law to the extent to which they have before the coming into operation hereof conferred an accrued right on a worker to be granted a period of long service leave in respect of a completed period of 15 or more years' service or employment or an accrued right on a worker or his personal representative to payment in respect of long service leave shall not be affected hereby and shall not be deemed to be inconsistent with the provisions hereof.
- (2) The entitlement of any such worker to leave in respect of a period of service with the employer completed after the period in respect of which the long service leave referred to in paragraph (1) of this subclause accrued due shall be in accordance herewith.
- (3) Subject to paragraphs (1) and (2) of this subclause the entitlement to leave hereunder shall be in substitution for and satisfaction of any long service leave to which the worker may be entitled in respect of employment of the worker by the employer.

- (4) An employer who under any State Law with regard to long service leave is exempted from the provisions of that law as at 1 April 1958, shall in respect of the workers covered by such exemptions be exempt from the provisions hereof.

10. -EXEMPTIONS.

The Special Board of Reference may subject to such conditions as it thinks fit exempt any employer from the provisions hereof in respect of its employees where there is an existing or prospective long service scheme which in its opinion, is, viewed as a whole, more favourable for the whole of the employees of that employer than the provision hereof.

*Editor's Note.

The Judgment and General Order as prescribed by section 94A was published in 58 WAIG Part 1 Subpart 2 at Page 116.

There was no Schedule of Exemptions.

NOTE: Employees working in the Construction Industry are bound by the provisions of the Construction Industry Portable Long Service Leave Act 1985.

27. - GRIEVANCE PROCEDURE AND SPECIAL ALLOWANCE

- (1) In order to settle disputes, including those arising through demarcation and safety issues, and prevent lost time due to direct action (strikes, bans, etc.) the following procedure shall be observed -
- (a) In the case of demarcation or safety dispute, an employee may be transferred to work in any area of the site not affected by the condition giving rise to the dispute.

An employee may be transferred from one site to another site not so affected.
 - (b) Any grievance, dispute or claim shall in the first instance be raised at site level with the foreperson/supervisor/manager etc., as appropriate.
 - (c) In the event a matter is unresolved at site level the matter shall immediately be raised at company level by the shop steward or Union official involved.
 - (d) If the matter is still not resolved between the Union official and the senior company representative the matter shall, within 24 hours (or the next ordinary working day), be notified to the Disputes Committee as described hereunder, or the Western Australian Industrial Commission, for conference under Section 44 of the Industrial Arbitration Act.
- (2)
- (a) The Disputes Committee shall consist of a representative of the Electrical Contractors Association of W.A. or, if the employer concerned so elects, a person nominated by that employer and a representative of the Electrical Trades Union WA, neither of whom shall be directly involved in the grievance, dispute or claim. Such representatives shall convene a meeting of the disputing parties in an endeavour by the process of consultation and conciliation to resolve the dispute without recourse to direct action.
 - (b) The parties recognise the need for greater effort on both sides to achieve improved industrial relations and agree to continue conciliation at senior level of the Union and the industry to achieve this end.
- (3)
- (a) Subject to paragraph (e) of this subclause, a special allowance of \$34.00 per week shall be paid as a flat amount each week except where direct action takes place.
 - (b) Provided that a general combined union meeting called by the Unions W.A., or any absence declared by the Commission under Section 44 as being an authorised absence, shall not be

regarded as non-adherence to the disputes procedure Clause or affect the payment of this allowance.

- (c) In the event of the need for a meeting not covered by the circumstances outlined by the above, a Union Official shall give 24 hours' notice to the employer and the reason for the meeting and \$34.00 shall be paid.
 - (d) Any time which an employee is absent from work on annual leave, public holidays, bereavement leave or paid sick leave shall not affect the payment of this allowance.
 - (e) An apprentice shall be paid a percentage of \$34.00 being the percentage which appears against their year of apprenticeship set out in subclause (4) of the First Schedule - Wages.
- (4)
- (a) This subclause is inserted into this 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).
 - (b) Any question, dispute or difficulty arising under this award shall be subject to dispute resolution procedures currently applying.
 - (c) Any settlement reached which is contrary to the terms of this award shall not have effect unless and until that conflict is resolved.
 - (d) Any matter not settled may be referred to the Western Australian Industrial Relations Commission at any time 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.

28. - BOARD OF REFERENCE

- (1) There shall be a Board of Reference consisting of a Chairperson 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 25 of the Industrial Relations Commission Regulations, 1980.
- (2) The Board of Reference may allow, approve, fix, determine, or deal with -
 - (a) any matter or thing that, under this 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.

29. - LATE COMERS

- (1) Notwithstanding anything elsewhere contained in this award an employer may select and utilise for time-keeping purposes any fractional or decimal proportion of an hour (not exceeding quarter of an hour) and may apply such proportion in the calculation of the working time of employees who, without reasonable cause promptly communicated to the employer, report for duty after their appointed starting times or cease duty before their appointed finishing times.
- (2) An employer who adopts a proportion for the aforesaid purpose shall apply the same proportion for the calculation of overtime.

30. - SPECIAL PROVISIONS - WESTERN POWER CORPORATION

- (1) This Clause shall apply to any employee who is engaged on construction work being carried out for the Western Power Corporation at Kwinana or Muja.
- (2) In addition to the wage otherwise payable to an employee pursuant to the provisions of this award an employee (other than an apprentice) shall be paid:
 - (a) \$2.16 per hour for each hour worked if employed at Muja;
 - (b) \$1.28 per hour for each hour worked if employed at Kwinana;
- (3) (a) An employee to whom Clause 20. - Allowance for Travelling and Employment in Construction Work applies and who is engaged on construction work at Muja shall be paid:
 - (i) An allowance of \$17.30 per day if the employee resides within a radius of 50 kilometres from the Muja Power Station;
 - (ii) An allowance of \$46.75 per day if the employee resides outside that radius;
in lieu of the allowance prescribed in the said Clause.
- (b) Where transport to and from the job is supplied by the employer from and to a place 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.
- (4) In addition to the allowance payable pursuant to subclause (6) of Clause 21. - Distant Work of this award an employee to whom that Clause applies shall be paid \$29.50 on each occasion upon which the employee returns home at the weekend but only if -
 - (a) The employee has completed three months' continuous service with the employer;
 - (b) The employee is not required for work during the weekend;
 - (c) The employee returns to the job on the first working day following the weekend;
 - (d) The employer does not provide or offer to provide suitable transport;and such payment shall be deemed to compensate for a periodical return home at the employer's expense.
- (5) An employee to whom Clause 21. - Distant Work of this award applied and who proceeds to construction work at Muja from their home where located within a radius of 50 kilometres from the General Post Office, Perth -
 - (a) Shall be paid an amount of \$79.40 and for three hours at ordinary rates in lieu of the expenses and payment prescribed in subclause (3) of the said Clause; and
 - (b) In lieu of the provisions of subclause (4) of the said Clause, shall be paid \$79.40 and for three hours at ordinary rates when their services terminate if the employee has completed three months continuous service;and the provisions of subclause (3) and subclause (4) of Clause 21. - Distant Work shall not apply to such an employee.

- (6) (a) An employee to whom the provisions of Clause 21. - Distant Work of this Award, applies who work at Muja and who elects not to live in Construction Camp Accommodation shall, subject to paragraph (b) of this subclause, be paid a living-out allowance at the rate of \$454.80 per week to meet the expenses reasonably incurred by the employee for board and lodging.
- (b) (i) The allowance prescribed in paragraph (a) shall only apply to an employee while they continue to live with their spouse (including de facto partner) in accommodation provided by the employee.
- (ii) The accommodation shall be of a reasonable standard.
- (iii) The employee shall continue to maintain their original residence.
- (iv) The employee shall satisfy the employer, upon request, that their circumstances meet the requirements of this subclause.
- (v) Any dispute as to the application of this Clause shall be subject to discussion between the employer and the Union and, failing agreement, shall be referred to a Board of Reference for determination.
- (c) Provided that the provisions of subclause (6) of Clause 21. - Distant Work of this Award shall not apply.

31. - SENIORITY ON TERMINATION

- (1) On construction work the termination of a contract of service of an employee shall be subject to the provisions of Clause 7. - Contract of Service and this Clause.
- (2) When the contract of service of an employee is to be terminated by reason of the employer's election to reduce the number of employees on site in a particular classification, the employer, in selecting the employee to be retrenched, shall take into account the employee's length of continuous service, whether on site or elsewhere, in that classification as well as such other factors thought to be relevant.
- (3) (a) Should it be considered that, by reason of the length of service with the employer, an employee has been unfairly retrenched in being so selected for retrenchment the Union shall advise the employer to that effect within two ordinary working days of the day upon which the contract of service ended.
- (b) The employer shall thereupon discuss the circumstances of the retrenchment with the Union and, in the event of disagreement, the Commission shall be advised within four ordinary working days of the day upon which the contract of service ended.
- (c) Where, pursuant to paragraph (a) hereof, an employer is advised within two ordinary working days that it is considered an employee has been unfairly treated and an agreement is reached to that effect, or the Commission so determines, the employee shall be reinstated in employment without loss of pay.

32. - TRADE UNION TRAINING

An accredited Shop Steward who has been selected or nominated by the union to attend a Trade Union Training Authority Course, shall be released from duty for a maximum of two days in any one year with payment of ordinary wages as prescribed by this award, provided that -

- (a) The Union shall notify the employer in writing in reasonable time of such request to attend the course and the employee can be released from duty.
- (b) This clause shall not apply to any employer of less than five employees subject to this award.

33. - UNION STEWARD

- (1) On construction work and except in the case of misconduct, or terminations in accordance with Clause 31. - Seniority on Termination, an employer who wishes to transfer the services of an employee who is a duly elected Union steward, shall give two days' notice to the Union of such intention.
- (2) In the event of disagreement in relation to such transfer or termination the Union shall notify the Commission within 24 hours of the Union having been notified by the employer.

34. - PARENTAL LEAVE

(1) Maternity Leave

(a) Nature of Leave

Maternity leave is unpaid leave

(b) Definitions

For the purposes of this subclause:

(i) "Paternity leave" means leave of the type provided for in subclause (2) of this Clause whether prescribed in an award or otherwise.

(ii) "Child" means a child of the employee under the age of one year.

(c) Eligibility for Maternity Leave

An employee who becomes pregnant, upon production to the employer of the certificate required by paragraph (d) hereof, shall be entitled to a period of up to 52 weeks maternity leave provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of paternity leave taken by the employee's spouse in relation to the same child and apart from paternity leave of up to one week at the time of confinement shall not be taken concurrently with paternity leave, specified in the relevant statutory declaration.

Subject to paragraphs (f) and (i) hereof the period of maternity leave shall be unbroken and shall, immediately following confinement include a period of six weeks compulsory leave. Notwithstanding the requirement to take compulsory leave, an employee may request to return to work at any time, subject to the agreement of the employer.

The employee must have had at least 12 months continuous service with the employer immediately preceding the date upon which she proceeds upon such leave.

(d) Certification

At the time specified in paragraph (e) the employee must produce to the employer;

(i) A certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;

(ii) A statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

(e) Notice Requirements

- (i) An employee shall, not less than ten weeks prior to the presumed date of confinement, produce to the employer the certification referred to in subparagraph placitum (i) of paragraph (d) above.
- (ii) An employee shall give not less than four weeks' notice in writing to the employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken and shall, at the same time, produce to the employer the statutory declaration referred to in placitum (ii) of paragraph (d) above.
- (iii) The employer by not less than 14 days' notice in writing to the employee may require her to commence maternity leave at any time within the six weeks immediately prior to the presumed date of confinement.
- (iv) An employee shall not be in breach of this clause as a consequence of failure to give the specified period of notice in accordance with placitum (ii) hereof if such failure is occasioned:
 - (aa) By the confinement occurring earlier than the presumed date, or
 - (bb) Due to compelling circumstances, it was not reasonably practicable for the employee to comply; or
 - (cc) By the employee submitting the application as soon as reasonably practicable before, on or after the first day of the leave.

(f) Transfer to a Safe Job

Where in the opinion of a registered 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 employer may, or the employer may require the employee to, take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of paragraphs (j), (k), (l) and (m) hereof.

(g) Variation of Period of Maternity Leave

- (i) Provided the maximum period of maternity leave does not exceed the period to which the employee is entitled under paragraph (c) hereof;
 - (aa) The period of maternity leave may be lengthened once only by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened;
 - (bb) The period may be further lengthened by agreement between the employee and the employer.
- (ii) The period of maternity 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.

(h) Cancellation of Maternity Leave

- (i) 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.

(ii) 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.

(i) Special Maternity Leave and Sick Leave

(i) 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 -

(aa) She shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work, or

(bb) 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 registered medical practitioner certifies as necessary before her return to work.

(ii) 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 registered 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 the period to which the employee is entitled under paragraph (c) hereof.

(iii) For the purposes of paragraph (j), (k) and (l) hereof, maternity leave shall include special maternity leave.

(iv) An employee returning to work after the completion of a period of leave taken pursuant to this paragraph 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 paragraph (f), hereof 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 for and is capable of performing she shall be entitled to a position as nearly comparable in status and pay to that of her former position.

(j) Maternity Leave and Other Leave Entitlements

(i) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph (c) hereof, 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 entitled.

(ii) 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.

(k) Effect of Maternity Leave on Employment

Subject to this subclause, irrespective of 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 any relevant award or agreement.

(l) Termination of Employment

- (i) 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.
- (ii) The 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 the employer in relation to termination of employment are not hereby affected.

(m) Return to Work After Maternity Leave

- (i) An employee shall confirm her intention of returning to her work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.
- (ii) An employee upon returning to work after maternity leave or the expiration of the notice required by paragraph (i) 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 paragraph (f) hereof, to the position which she held immediately before such transfer or in relation to an employee who has worked part time during the pregnancy the position she held immediately before commencing such part time work.

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

(n) Replacement Employees

- (i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.
- (ii) Before the employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (iii) Before the employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this subclause, 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.
- (iv) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee or to continue to employ the replacement employee beyond the date of return of the employee.

(2) Paternity Leave

(a) Nature of Leave

Paternity leave is unpaid leave

(b) Definitions

For the purposes of this subclause

- (i) "Maternity leave" means leave of the type provided for in subclause (1) of this clause and includes special maternity leave whether prescribed in an award or otherwise.
- (ii) "Child" means a child of the employee or the employee's spouse under the age of one year.

(iii) "Primary care-giver" means a person who assumes the principal role of providing care and attention to a child.

(c) Eligibility for Paternity Leave

A male employee upon production to the employer of the certification required by paragraph (f) hereof, shall be entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances:

- (i) An unbroken period of up to one week at the time of confinement of his spouse;
- (ii) A further unbroken period of up to 51 weeks in order to be the primary care-giver of a child provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse in relation to the same child and shall not be taken concurrently with that maternity leave.

The employee must have had at least 12 months continuous service with the employer immediately preceding the date upon which he proceeds upon either period of leave.

(d) Certification

At the time specified in paragraph (e) the employee must produce to the employer;

- (i) A certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement or states the date on which the birth took place;
- (ii) In relation to any period to be taken under placitum (ii) of paragraph (c) hereof, a statutory declaration stating:
 - (aa) He will take that period of paternity leave to become the primary care-giver of a child;
 - (bb) Particulars of any period of maternity leave sought or taken by his spouse; and
 - (cc) For the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

(e) Notice Requirements

- (i) The employee shall, not less than ten weeks prior to each proposed period of leave, give the employer notice in writing stating the dates on which he proposes to start and finish the period or periods of leave and produce the certificate and statutory declaration required in paragraph (d) hereof.
- (ii) The employee shall not be in breach of this paragraph as a consequence of failure to give the notice required in paragraph (a) hereof if such failure is due to:
 - (aa) The birth occurring earlier than the expected date; or
 - (bb) The death of the mother of the child; or
 - (cc) Other compelling circumstances.
- (iii) The employee shall immediately notify the employer of any change in the information provided pursuant to paragraph (d) hereof.

(f) Variation of Period of Paternity Leave

- (i) Provided the maximum period of paternity leave does not exceed the period to which the employee is entitled under paragraph (c) hereof:
 - (aa) The period of paternity leave provided by placitum (ii) of paragraph (c) may be lengthened once only by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened;
 - (bb) The period may be further lengthened by agreement between the employer and the employee.
- (ii) The period of paternity leave taken under placitum (ii) of paragraph (c) hereof 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.

(g) Cancellation of Paternity Leave

- (i) Paternity leave, applied for under placitum (ii) of paragraph (c) hereof but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.
- (ii) Paternity leave shall terminate within four weeks if the employee ceases to be the child's primary care giver, or such other period as agreed between the employee and the employer.

(h) Paternity Leave and Other Leave Entitlements

- (i) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph (c) hereof, an employee may, in lieu of or in conjunction with paternity leave, take any annual leave or long service leave or any part thereof to which he is entitled.
- (ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during his absence on paternity leave.

(i) Effect of Paternity Leave on Employment

Subject to this subclause, notwithstanding any award or other provision to the contrary, absence on paternity 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 any relevant award or agreement.

(j) Termination of Employment

- (i) An employee on paternity leave may terminate his employment at any time during the period of leave by notice given in accordance with this award.
- (ii) The employer shall not terminate the employment of an employee on the ground of his absence on paternity leave, but otherwise the rights of the employer in relation to termination of employment are not hereby affected.

(k) Return to Work After Paternity Leave

- (i) An employee shall confirm his intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of paternity leave provided by placitum (ii) of paragraph (c) hereof.

- (i) An employee, upon returning to work after paternity leave or the expiration of the notice required by placitum (i) above, shall be entitled to the position which he held immediately before proceeding on paternity leave or, in relation to an employee who has worked part time under this clause to the position he held immediately before commencing such part time work.

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

(l) Replacement Employees

- (i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on paternity leave.
- (ii) Before the employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (iii) Before the employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his rights under this subclause, 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.
- (iv) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee or to continue to employ the replacement employee beyond the date of return of the employee.

(3) Adoption Leave

(a) Nature of Leave

Adoption leave is unpaid leave

(b) Definitions

For the purposes of this subclause

- (i) "Child" means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- (ii) "Relative Adoption" occurs where a child, as defined, is adopted by a grandparent, brother, sister, aunt or uncle (whether of whole blood or half blood or by marriage).
- (iii) "Primary care-giver" means a person who assumes the principal role of providing care and attention to a child.

(c) Eligibility

An employee, upon production to the employer of the certification required by paragraph (d) hereof, shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances:

- (i) An unbroken period of up to three weeks at the time of placement of the child;
- (ii) An unbroken period of up to 52 weeks from the time of the child's placement in order to be the primary care-giver of a child. This leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption

leave taken by the employee's spouse in relation to the same child. This entitlement of up to 52 weeks shall be reduced by:

- (aa) Any period of leave taken pursuant to placitum (i) above; and
- (bb) The aggregate of any periods of adoption leave taken or to be taken by the employee's spouse;

The employee must have had at least 12 months continuous service with the employer immediately preceding the date upon which he or she proceeds on such leave in either case.

- (iii) The entitlement to adoption leave must not overlap with any periods of adoption leave taken by the employee's spouse, except an unbroken period of up to three weeks at the time of placement of the child.

(d) Certification

Before taking adoption leave the employee must produce to the employer;

- (i)
 - (aa) A statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or
 - (bb) A statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.
- (ii) in relation to any period to be taken under placitum (ii) of paragraph (3) hereof, a statutory declaration stating:
 - (aa) The employee is seeking adoption leave to become the primary care-giver of the child;
 - (bb) Particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - (cc) For the period of adoption leave the employee will not engage in any conduct inconsistent with his or her contract of employment.

(e) Notice Requirements

- (i) Upon receiving notice of approval for adoption purposes, an employee shall notify the employer of such approval and within two months of such approval shall further notify the employer of the period or periods of adoption leave the employee proposes to take. In the case of a relative adoption the employee shall notify as aforesaid upon deciding to take a child into custody pending an application for an adoption order.
- (ii) An employee who commences employment with the employer after the date of approval for adoption purposes shall notify the employer thereof upon commencing employment and of the period or periods of adoption leave which the employee proposes to take. Provided that such employee shall not be entitled to adoption leave unless the employee has not less than 12 months continuous service with the employer immediately preceding the date upon which he or she proceeds upon such leave.
- (iii) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but no later than 14 days before such placement, give notice in writing to the employer of such date, and of the date of the

commencement of any period of leave to be taken under placitum (i) of paragraph (c) hereof.

(iv) An employee shall, ten weeks before the proposed date of commencing any leave to be taken under placitum (ii) of paragraph (c) hereof, give notice in writing to the Employer of the date of commencing leave and the period of leave to be taken.

(v) An employee shall not be in breach of this subclause, as a consequence of failure to give the stipulated period of notice in accordance with placitum (iii) and (iv) hereof if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.

(vi) The employee shall immediately notify the employer of any change in the information provided pursuant to this subclause.

(f) Variation of Period of Adoption Leave

(i) Provided the maximum period of adoption leave does not exceed the period to which the employee is entitled under paragraph (c) hereof:

(aa) The period of leave taken under placitum (ii) of paragraph (c) hereof may be lengthened once only by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened;

(bb) The period may be further lengthened by agreement between the Employer and the employee.

(ii) The period of adoption leave taken under placitum (ii) of paragraph (c) hereof 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.

(g) Cancellation of Adoption Leave

(i) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.

(ii) Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee shall notify the employer forthwith and the employer shall nominate a time not exceeding four weeks from receipt of notification for the employee's resumption of work.

(iii) Adoption leave shall terminate within a reasonable period if the employee ceases to be the child's primary care giver.

(h) Special Leave

The employer shall grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days, as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee the employer may require the employee to take such leave in lieu of special leave.

(i) Adoption Leave and Other Entitlements

(i) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph (c) hereof, an employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part thereof to which he or she is entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during the employee's absence on adoption leave.

(j) Effect of Adoption Leave on Employment

Subject to this subclause, irrespective of any award or other provision to the contrary, absence on adoption 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 any relevant award or agreement.

(k) Termination of Employment

(i) An employee on adoption leave may terminate the employment at any time during the period of leave by notice given in accordance with this award.

(ii) The employer shall not terminate the employment of an employee on the ground of the employee's application to adopt a child or absence on adoption leave, but otherwise the rights of the employer in relation to termination of employment are not hereby affected.

(l) Return to Work After Adoption Leave

(i) An employee shall confirm the intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of adoption leave provided by placitum (ii) of paragraph (c) hereof.

(ii) An employee, upon returning to work after adoption leave shall be entitled to the position held immediately before proceeding on such leave or, in relation to an employee who has worked part time under this clause to the position held immediately before commencing such part time work.

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

(m) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on adoption leave.

(ii) Before the employer engages a replacement employee the Employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(iii) Before the employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising rights under this subclause, 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.

(iv) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee or to continue to employ the replacement employee beyond the date of return of the employee.

(4) Part Time Work

(a) Definitions

For the purpose of this subclause:

- (i) "Male employee" means a employed male who is caring for a child born of his spouse or a child placed with the employee for adoption purposes.
- (ii) "Female employee" means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.
- (iii) "Former position" means the position held by a female or male employee immediately before proceeding on leave or part time employment under this subclause whichever first occurs or, if such position no longer exists but there are other positions available for which the employee is qualified and the duties of which he or she is capable of performing a position as nearly comparable in status and pay to that of the position first mentioned in this definition.

(b) Entitlement

With the agreement of the employer:

- (i) A male employee may work part time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.
- (ii) A female employee may work part time in one or more periods while she is pregnant where part time employment is, because of the pregnancy, necessary or desirable.
- (iii) A female employee may work part time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.
- (iv) In relation to adoption a female employee may work part time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

(c) Return to Former Position

- (i) An employee who has had at least 12 months continuous service with the employer immediately before commencing part time employment after the birth or placement of a child has, at the expiration of the period of such part time employment or the first period, if there is more than one, the right to return to his or her former position.
- (ii) Nothing in placitum (i) hereof shall prevent the employer from permitting the employee to return to his or her former position after a second or subsequent period of part time employment.

(d) Effect of Part time Employment on Continuous Service

Commencement on part time work under this clause, and return from part time work to full time work under this clause, shall not break continuity of service or employment.

(e) Pro Rata Entitlements

- (i) Subject to the provisions of this subclause and the matters agreed to in accordance with paragraph (f) hereof, part time employment shall be in accordance with the provisions of this award which shall apply pro-rata.

(f) Part time Work Agreement

- (i) Before commencing a period of part time employment under this subclause the employee and the employer shall agree:

- (aa) That the employee may work part time; upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
 - (bb) Upon the classification applying to the work to be performed; and
 - (cc) Upon the period of part time employment.
 - (ii) The terms of this agreement may be varied by consent.
 - (iii) The terms of this agreement or any variation to it shall be reduced to writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.
 - (iv) The terms of this agreement shall apply to the part time employment.
- (g) Termination of Employment
- (i) The employment of a part time employee under this clause, may be terminated in accordance with the provisions of this award but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.
 - (ii) Any termination entitlements payable to an employee whose employment is terminated while working part time under this clause, or while working full time after transferring from part time work under this clause, shall be calculated by reference to the full time rate of pay at the time of termination and by regarding all service as a full time employment and all service as a part time employee on a pro-rata basis.
- (h) Extension of Hours of Work
- The employer may request, but not require, an employee working part time under this clause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with paragraph (f).
- (i) Nature of Part Time Work
- The work to be performed part time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this award.
- (j) Inconsistent Award Provisions
- An employee may work part time under this clause irrespective of any other provision of this award which limits or restricts the circumstances in which part time employment may be worked or the terms upon which it may be worked including provisions prescribing a minimum or maximum number of hours a part time employee may work.
- (k) Replacement Employees
- (i) A replacement employee is an employee specifically engaged as a result of an employee working part time under this subclause.
 - (ii) A replacement employee may be employed part time. Subject to this paragraph, paragraphs (e), (f), (g) and (j) of this subclause apply to the part time employment of a replacement employee.
 - (iii) Before an employer engages a replacement employee under this paragraph, the Employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.

- (iv) Unbroken service as a replacement employee shall be treated as continuous service for the purposes of placitum (v) of paragraph (a) hereof.
- (v) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee or to continue to employ the replacement employee beyond the date of return of the employee.

35. - ADVERSE WEATHER

(1) Application of this Clause

The provisions of this Clause shall apply to all employees employed on construction work as prescribed in the First Schedule - Wages, subclause (6) of this Award excepting those employees engaged in work outside the 26 Metropolitan Regional Shires and the Town of Mandurah.

- (2) Adverse weather shall mean weather conditions by virtue of which it is not reasonable nor safe for employees exposed thereto to continue working whilst the same prevails.
- (3) The employer or representative shall, when requested by the employees or a representative of the employees, confer within a reasonable period of time which shall not exceed 30 minutes for the purpose of determining whether or not the conditions referred to in subclause (2) of this Clause apply.

Weather shall not be regarded as adverse weather unless it is agreed at such conference.

(4) Where it is agreed, conditions referred to in subclause (2) do prevail:

Employees may be transferred from one location on a site where it is unreasonable to work due to the conditions, to work at another location on the same site, or another site which is not affected by adverse weather subject to the following:

- (a) Employees may be transferred from one location on a site to work in areas which are not affected by conditions of adverse weather even though there may not be work for all employees in such areas.
- (b) Employees may be transferred from one site to another site, and where necessary transport will be provided by the employer.

(5) Wet Weather

Subject to the provisions of subclauses (2), (3) and (4):

- (a) Where employees are in the sheds, because they have been rained off or at starting, finishing or crib times, and it is raining, they shall not be required to go to work in a dry area or be transferred to another location or site unless:

Adequate protection such as protective clothing is provided; protection shall, where necessary, be provided for the employees tools to get from the shed to the job.

- (b) Employees engaged in essential work such as a concrete pour shall continue working and be paid at double time using protective clothing provided until the section of essential work is completed or made safe. Where an employer's failure to provide adequate protective clothing results in an employee's clothing being saturated, the employee will be allowed time off without loss of pay to change their clothes and return to work.

(6) Work in Heat

Work in heat shall mean work in extremes of high temperature by virtue of which it is not reasonable or not safe for employees exposed thereto to continue working while such conditions prevail. In which

case the provisions of subclauses (3), (4) and (5) shall be observed until such times as the condition eases.

- (7) Notwithstanding the provisions of this Clause, employees whom by virtue of constraints of location, site or other reasons are not transferred to a suitable place of work, shall take shelter or relief from the prevailing conditions until normal stop time, or until released by the employer, whichever is the sooner.

An employee so released by the employer shall not suffer any loss of ordinary wages.

36. - SUPERANNUATION

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

(1) Application

- (a) Subject to provisions of subclause (4) - exemptions hereof, each employer bound by the provisions of this award shall execute an agreement to become a participating employer in the preferred or an approved Occupational Superannuation Scheme.
- (b) For the purpose of this award the preferred Occupational Superannuation Schemes are the Superannuation Plan for Electrical Contractors "Connect" (formerly SPEC).
- (c) For the purpose of this award an approved Occupational Superannuation Scheme is one established in accordance with the operational standards for occupational superannuation schemes and has received preliminary listing from the Office of Occupational Superannuation Commission - Interim Group.
- (d) Where an employer intends to join an approved scheme as defined in (c) hereof, the employer shall notify the union prior to doing so. In the event of a dispute it shall be referred to the Western Australian Industrial Relations Commission for resolution.

(2) Contributions

(a) Adult Employees

Each employer shall, on behalf of each full time, part time or casual employee as defined in Clause 5. - Definitions of this Award, pay a weekly contribution into an approved occupational superannuation fund on the following basis:

- (i) For employees not engaged on construction work, a weekly contribution of \$14.80.
- (ii) Provided that
- (aa) An employee who is entitled to be paid a Leading Hand and/or Commissioning Allowance as prescribed in the First Schedule - Wages of this Award, shall have an amount calculated as 9% of those allowances added to their weekly contribution.
- (bb) An employee who is entitled to be paid shift loadings including weekend and public holiday rates where the shift work is part of the employee's ordinary hours of work, shall have an amount calculated at 9% of such loading added to their weekly contribution.
- (iii) Provided further that part time and casual employees will have pro-rata payments made on their behalf.

(b) Apprentices

Each employer shall, on behalf of apprentices pay a weekly contribution into an approved occupational superannuation fund on the following basis:

- (i) For Apprentices not engaged on construction work, a weekly contribution calculated as 9.50% of the rate of pay prescribed in the First Schedule - Wages of this Award as follows:

Four Year Term		Three and a Half Year Term		Three Year Term	
1st Year	\$30.11	Six Months	\$30.11	1st Year	\$39.38
2nd Year	\$39.38	Next Year	\$39.38	2nd Year	\$51.73
3rd Year	\$51.73	Next Year	\$51.73	3rd Year	\$60.99
4th Year	\$60.99	Final Year	\$60.99		

- (ii) Provided that adult apprentices receive a 9% contribution based on their actual rate of pay.
- (iii) Provided further that Apprentices engaged on construction work shall, in addition to the contributions provided in (i) hereof, have an amount calculated as 9% of the applicable Construction Allowance as provided in First Schedule - Wages of this Award added to their weekly contribution.

(c) General

- (i) An employer shall not be required to contribute during any period of unpaid leave or unauthorised absences of 38 ordinary hours or more. Further, an employer shall not be required to make additional contributions in respect of annual leave paid out on termination.
- (ii) Contributions shall be made for each calendar month an employee is a member of the Scheme. Contributions shall include periods during which the employee is in receipt of payments under the Workers Compensation and Rehabilitation Act 1981.

(3) Construction Industry - No Reduction

Notwithstanding the provisions of subclause (1) and (2) hereof, the contribution to be made by the employer pursuant to the provisions of this clause shall be no less than any amount that is already being paid into any construction industry superannuation scheme to which the employer is a party provided that contributions will only be maintained at that level while the work being undertaken by the employer falls within the scope of the appropriate construction industry superannuation scheme.

(4) Liberty to Apply

Leave is reserved to the Union to make application to the Western Australian Industrial Relations Commission to vary subclause (2) of this Clause to require contributions to be made in respect of annual leave paid out on termination.

Compliance, Nomination and Transition

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

- (a) Any such fund or scheme shall no longer be a complying superannuation fund or scheme for the purposes of this clause unless -
- (i) The fund or scheme is a complying fund or scheme within the meaning of the Superannuation Guarantee (Administration) Act 1992 of the Commonwealth; and

- (ii) Under the governing rules of the fund or scheme, contributions may be made by or in respect of the employee permitted to nominate a fund or scheme;
- (b) The employee shall be entitled to nominate the complying superannuation fund or scheme to which contributions are to be made by or in respect of the employee.
- (c) The employer shall notify the employee of the entitlement to nominate a complying superannuation fund or scheme as soon as practicable;
- (d) A nomination or notification of the type referred to in paragraphs (b) and (c) of this subclause shall, subject to the requirements of regulations made pursuant to the Industrial Relations Legislation Amendment and Repeal Act 1995, be given in writing to the employer or the employee to whom such is directed;
- (e) The employee and employer shall be bound by the nomination of the employee unless the employee and employer agree to change the complying superannuation fund or scheme to which contributions are to be made;
- (f) The employer shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by an employee;

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

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

37. - STRUCTURAL EFFICIENCY

- (1) (a) Arising out of the decision of the State Wage Case on 8 September 1989 and in consideration of the wage increases resulting from the first structural efficiency adjustment in Application No. 1568 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 implementing a new wage and classification structure in accordance with subclause (12) of the First Schedule - Wages of the Award.
- (c) The parties to this Award are committed to co-operative positively to increase the productivity, efficiency and competitiveness of the electrical contracting industry and to enhance the career opportunities and job security of employees in the industry.
- (d) The parties to this Award recognise that in order to increase the efficiency, productivity and competitiveness of the industry, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to -
 - (i) developing a more highly skilled workforce;
 - (ii) providing employees with career opportunities through appropriate training to acquire additional skills; and
 - (iii) removing barriers to the utilisation of skills acquired.

- (e) The parties shall establish an Industry Committee comprising an equal number of nominees of employer organisations which represent employers in the Electrical Contracting Industry and nominees of the Electrical Trades Union WA. The Committee shall be jointly chaired by a nominee of either of the Electrical Contractors' Association and of the Electrical Trades Union WA.
 - (i) The industry committee will be responsible for the undertaking of industry, workplace and individual employee skills analysis and classification grading in consultation with the relevant authorities.
 - (ii) The industry committee will review any application by an employee for relief from the provisions of the Award insofar as meeting the criteria of the definition for any classification.
 - (iii) The industry committee in consultation with the relevant authorities shall be responsible for the accreditation of the content of all training prescribed by this Award which is not provided by TAFE or higher institutions.
 - (iv) The industry committee shall conduct a continuous review of the content of all training prescribed by this Award including that which is provided by TAFE or higher institutions.
 - (v) The industry committee shall also give consideration to measures relating to the implementation of the new classification structure and any facilitative provisions contained in this Award.
 - (vi) Individual employers and employees bound by the Award have the right of direct access to the industry committee on matters of a specific nature for which one week's notice has been given.
- (f) Without limiting the rights of either employers or the union to arbitration, any measure designed to increase flexibility of the industry, be it implemented at the plant, enterprise, region or industry level, and sought by any party shall be notified to the industry committee and the 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 the change;
 - (iii) no employee shall lose income as a result of the change;
 - (iv) the union must be a party to the agreement;
 - (v) the union 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.
- (2) (a) The parties 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 with the restructuring process.
- (b) The parties commit themselves to the following principles as part of the structural efficiency process-

- (i) acceptance in principle that any new award skill level definitions developed will be more suitable for the needs of the industry, more broadly based, and 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;
 - (ii) the parties will seek to create a genuine career path for employees which allows advancement based on accreditation and access to training.
- (3) The commitments referred to in this clause are supported by the Memorandum of Agreement (Exhibit 2, Matter No. 1568 of 1989, 19 December 1989) and the Statement of Position (Exhibit 1, Matter No. 563 of 1990, 10 July 1990), which underpin the award variations arising out of these matters and are to be read in conjunction with these variations.

38. - REDUNDANCY

(1) Definition

"Redundancy" means a situation where an employee ceases to be employed by an employer, respondent to this award, other than for reason of misconduct. "Redundant" has a corresponding meaning.

(2) Redundancy Pay

A redundant employee shall receive redundancy/ severance payments, calculated as follows, in respect of all continuous service (as defined in subclause (4) of this clause) with his or her employer provided that any service prior to 22 November 1990 shall not be counted as service.

<u>Period of Continuous Service</u>	<u>Redundancy/Severance Pay</u>
<u>With An Employer</u>	

1 year or more but	2.4 weeks' pay plus, for all less than 2 years' service in excess of 1 year, 1.75 hours' pay per completed week of service up to a maximum of 4.8 weeks' pay.
2 years or more but	4.8 weeks' pay plus, for all less than 3 years' service in excess of 2 years, 1.6 hours' pay per completed week of service up to a maximum of 7 weeks' pay.
3 years or more but	7 weeks' pay plus, for all less than 4 years' service in excess of 3 years, 0.73 hours' pay per completed week of service up to a maximum of 8 weeks' pay.
4 years or more	8 weeks' pay.

Provided that an employee employed for less than twelve (12) months shall be entitled to a redundancy/severance payment of 1.75 hours per week of service if, and only if, redundancy is occasioned otherwise than by the employee.

- (3) "Week's Pay" means the ordinary time rate of pay at the time of termination for the employee concerned.
- (4) Continuous period of service shall mean the period of continuous service of an employee with the same employer.

- (5) If an employee dies with a period of eligible service which would have entitled that employee to redundancy pay, such redundancy pay entitlement shall be paid to the estate of the employee.
- (6) (a) Any period of service as a casual shall not entitle an employee employed to accrue service in accordance with this clause.
- (b) Service as an apprentice will entitle an employee to accumulate credits towards the payment of a redundancy benefit in accordance with this clause if the employee completes an apprenticeship and remains in employment with that employer for a further 12 months.
- (7) An employer bound by this award may utilise a fund to meet all or some of the liabilities created by this clause. Where an employer utilises such a fund -
- (a) Payments made by a fund designed to meet an employer's liabilities under this clause, to employees eligible for redundancy/severance pay shall be set off against the liability of the employer under this clause, and the employee shall receive the fund payment or the award benefit, whichever is the greater, but not both; or
- (b) Where a fund, which has been established pursuant to an agreement between the union and employers, does not make payments in accordance with this clause, contributions made by an employer on behalf of an employee to the fund shall, to the extent of those contributions, be set off against the liability of the employer under this clause, and payments to the employee shall be made in accordance with the rules of the fund or any agreement relating thereto and the employee shall receive the fund payment or the award benefit, whichever is the greater, but not both.
- (8) Employee Leaving During Notice
- An employee whose employment is to be terminated in accordance with this clause may terminate his or 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.
- (9) Transmission of Business
- (a) Where a business is, before or after the date of this award, transmitted from an employer (in this subclause called "the transmitter") to another employer (in this subclause called "the transmittee") and an employee who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transmittee -
- (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission;
- (ii) the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.
- (b) In this subclause "business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or operation of law and "transmitted" has a corresponding meaning.
- (10) Leave for Job Interview
- (a) During the period of notice of termination given by the employer, an employee is entitled to paid leave of up to eight hours during each week of notice for the purpose of seeking further employment. The eight hours need not be consecutive.
- (b) If an employee has been allowed paid leave for more than eight hours 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 they shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

39. - LIBERTY TO APPLY

Leave is reserved to any party to this award to make application to the Western Australian Industrial Relations Commission in respect to Clause 38. - Redundancy, if such a course is deemed to be appropriate because of changes in emerging industry standards.

40. - SPECIAL EXEMPTIONS

(1) Notwithstanding any other provision of this Award, the following Respondents:

- (a) Skilled Engineering
- (b) Drake Industrial

are not required to observe the provisions of the following Clause of this Award:

- Clause 14(1)(b)(i) - Payment of Wages;
- Clause 31. - Seniority of Termination;
- Clause 32. - Trade Union Trading;
- Clause 33. - Union Steward;
- Clause 36. - Superannuation; providing that the Respondent was and continues to be participating in a scheme approved pursuant to the Superannuation Guarantee Administration Act on the 1st July, 1992.

(2) The Respondents referred to in this Clause agree to review its terms at the expiration of two years from the 30 March 1993.

DATED at Perth this 27th day of February 1979.

FIRST SCHEDULE - WAGES

(1) The following shall be the rate of wages payable to employees covered by this award.

(2)

(a)	CLASSIFICATION	Rate Per Week \$	Arbitrated Safety Net Adjustment \$	Total Rate Per Week \$
	(i) LEVEL 1 Electronics Tradesperson	549.90	348.20	898.10
	(ii) LEVEL 2			
	(aa) Electrician - Special Class	491.50	346.20	837.70
	(bb) Instrument Fitter/Electrical Grade 2	499.20	346.50	845.70
	(iii) LEVEL 3			
	(aa) Electrical Installer/Mechanic	467.30	345.40	812.70
	(bb) Electrical Fitter	467.30	345.40	812.70
	(cc) Instrument Fitter/Electrical Grade 1	484.90	346.00	830.90
	(dd) Linesperson - Grade 1 (i.e. with not less than 3 years' experience as a Linesperson)	467.30	345.40	812.70
	(ee) Cable Jointer	467.30	345.40	812.70
	(iv) LEVEL 4 Linesperson - Grade 2 (i.e. with less than 3 years' experience as a Linesperson)	449.30	346.80	796.10
	(v) LEVEL 5 Electrical Assistant	394.70	342.90	737.60

(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.

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

(3) Leading Hands - In addition to the appropriate rates shown in subclause (2) hereof a leading hand shall be paid -

(a)	If placed in charge of not less than three and not more than ten other employees	\$28.60
(b)	If placed in charge of more than ten and not more than twenty other employees	\$44.00
(c)	If placed in charge of more than twenty other employees	\$56.70

(4) Apprentices:

- (a) Wage per week expressed as a percentage of the Electrical Installer's rate per week and Safety Net Adjustment Payment:

	%
Four Year Term	
First Year	39
Second Year	51
Third Year	67
Fourth Year	79
Three and a Half Year Term	
First Six Months	39
Next Year	51
Next Year	67
Final Year	79
Three Year Term	
First Year	51
Second Year	67
Third Year	79

- (b) Apprentices Over the Age of 21 Years

Wage per week expressed as a percentage of the Electrical Installer's rate per week and Safety Net Adjustment Payment

	%
Four Year Term	
First Year	67
Second Year	67
Third Year	67
Fourth Year	79
Three and a Half Year Term	
First Six Months	67
Next Year	67
Next Year	67
Final Year	79
Three Year Term	
First Year	67
Second Year	67
Third Year	79

- (5) Tool Allowance:
- (a) In accordance with the provisions of subclause (20) of Clause 18. – Special Rates and Provisions of this award the tool allowance to be paid is:
- (i) \$16.50 per week to such tradesperson, or
- (ii) In the case of an apprentice a percentage of \$16.50 being the percentage which appears against the apprentice's year of apprenticeship set out in subclause (4) of this schedule.
- (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.
- (6) Construction Allowance:
- (a) In addition to the appropriate rates of pay prescribed in this Clause an employee shall be paid:
- (i) \$51.10 per week if the employee is engaged on the construction of a large industrial undertaking or any large civil engineering project.
- (ii) \$45.90 per week if the employee is 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) \$27.20 per week if the employee is engaged otherwise on construction work falling within the definition of construction work in Clause 5. - Definitions of this Award.
- (b) Any dispute as to which of the aforesaid allowances applies to particular work shall be determined by the Board of Reference.
- (7) Casual Employees:
- A casual employee shall be paid 20 per cent of the ordinary rate payment in addition to the ordinary rate assigned to their class of work.
- (8) Part-Time Employee
- A part-time employee shall be paid pro-rata in accordance with the appropriate rate for the classification for the employee for the number of hours so worked.
- Payments pursuant to the First Schedule Wages and Clause Nos. 21, 22, 23, 24, 25, 26 and 27 shall be strictly related proportionately in accordance with the number of ordinary hours worked, to the number of ordinary hours worked by a full time employee in accordance with Clause 11. - Hours.
- (9) Licence Allowance:
- A tradesperson who holds and in the course of their employment may be required to use a current "A" Grade or "B" Grade licence issued pursuant to the relevant regulation in force at the date of this Award under the Electricity Act, 1945, shall be paid \$24.30 per week.
- (10) Commissioning Allowances:
- An "Electrician Commissioning" as defined shall be paid at the rate of \$37.10 per week in addition to rates prescribed in this schedule.

(11) New Classifications:

In reference to Clause 37. - Structural Efficiency of this Award -

- (a) The parties to this Award are committed to implementing a broad banded wage and classification structure in accordance with the Grades set out in paragraph (f) hereunder, and
 - (i) Accept in principle that the descriptions of job functions within a new structure will be more broadly based and generic in nature;
 - (ii) Intend to substitute the existing provisions of subclause (2) of the First Schedule - Wages with a new wage and classification structure;
 - (iii) To make any consequential amendments not later than October 1990, nor earlier if agreed between the parties and approved by the Western Australian Industrial Relations Commission.
- (b) Employees who are transferred to the new classification structure proposed under this subclause at a level which provides for a pay rate less than that being received at the date of transfer under their old classification, will have that rate of pay maintained by way of an allowance which shall be paid until -
 - (i) The contract of employment is terminated; or
 - (ii) The employee accepts appointment to a new classification.
- (c) In the event that there is a claim for reclassification 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 shall apply:
 - (i) The parties agree that the matter shall be dealt with by the Industry Committee as provided by Clause 37(1)(e) of this Award.
 - (ii) Agreed competency standards shall be established by the parties for all levels in any new classification structure before any claims for reclassification are processed.
- (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 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.
- (f) Broadbanded Grades
 - (i) Grade 1
 - (ii) Grade 2
 - (iii) Grade 3
 - (iv) Grade 4
 - (v) Grade 5
 - (vi) Grade 6
 - (vii) Grade 7
 - (viii) Grade 8
 - (ix) Grade 9
 - (x) Grade 10

SECOND SCHEDULE -RESPONDENTS

The Electrical Contractors' Association
of Western Australia (Union of Employers)
22 Prowse Street
WEST PERTH W.A. 6005

Electrical Electronic Group Apprenticeship Scheme Inc.
22 Westchester Road
MALAGA W.A. 6062

Dominic Riggio
2 Wandoo Road
KAMBALDA W.A. 6442

Drake Industrial
218 St. Georges Terrace
PERTH WA 6000

Industrelec
Unit 14/34 Stocker Street
PORT HEDLAND W.A. 6721

J. & S. Castelhow Electrical Services
25 Minna Street
ALBANY W.A. 6330

A.B.B. James Watt Pty. Ltd.
109 Bannister Road
CANNING VALE W.A. 6155

Jeff Richards Electrical Service
90 Forrest Street
BOULDER W.A. 6432

Kelmec Services
16 Edney Way
KARRATHA W.A. 6714

Kilpatrick Green Pty. Ltd.
16 Ballantyne Road
KEWDALE W.A. 6105

MacKenzie Electrical Service
9 Norseman Road
ESPERANCE W.A. 6450

McKernan and Lawer
173 Robinson Street
CARNARVON W.A. 6701

Manjimup Radio Centre
38 Giblett Street
MANJIMUP W.A. 6258

O'Donnell Griffin Pty. Ltd.
37 Hargreaves Street
BELMONT W.A. 6104

Ralph M. Lee (W.A.) Pty. Ltd.
22 Catalano Road
CANNING VALE W.A. 6155

Skilled Engineering Pty. Ltd.
65 Burswood Road
VICTORIA PARK W.A. 6100

Swispec Pty. Ltd.
10 Verschuer Place
BUNBURY W.A. 6230

Wormald Fire Systems
72-80 Belgravia Street
BELMONT W.A. 6104

THIRD SCHEDULE – NAMED PARTIES TO THE AWARD

Electrical Trades Union WA
24 / 257 Balcatta Road
Balcatta WA 6062
Telephone: (08) 9440 3522
Facsimile: (08) 9440 3544
Email: info@etuwa.com.au
Webmail: www.etuwa.com.au

VARIATION RECORD
ELECTRICAL CONTRACTING INDUSTRY AWARD
NO.R22 OF 1978.

Delivered 27/02/79 at 59 WAIG 299.

Section 93(6) Consolidation 19/06/85 at 65 WAIG 1220

Section 93(6) Consolidation 01/09/88 at 68 WAIG 2290

Section 93(6) Consolidation 29/09/94 at 74 WAIG 2465

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
1. Title				
(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	76WAIG 3368
(1A Statement of Principl-s - August 1996)				
	Cl & Title	940/97	14/11/97	77 WAIG 3177
(1A. Statement of Principl-s - November 1997)				

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

Del Cl.	609/99	06/07/99	79 WAIG 1847
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1B. Minimum Adult Wage

Ins. Cl	1271/00	22/11/00	80 WAIG 5560
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Cl	752/01	01/08/01	81 WAIG 1721
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Cl.	797/02	01/08/02	82 WAIG 1369
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Cl.	569/03	5/06/03	83 WAIG 1899 & 2165
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(9)	1197/03	1/11/03	83 WAIG 3537
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Cl	570/04	4/06/04	84 WAIG 1521
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Cl.	576/05	07/07/05	85 WAIG 2083, 2364
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Cl.	957/05	07/07/06	86 WAIG 1631 & 1893
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Cl.	1/07	01/07/07	87 WAIG 1487 & 1776
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Cl.	115/07	01/07/08	88 WAIG 773 & 1036
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Cl	1/09	01/10/09	89 WAIG 735 & 1458
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Cl	2/10	01/07/10	90 WAIG 568 & 948
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Cl	2/11	01/07/11	91 WAIG 1008 & 1340
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Cl	2/12	01/07/12	92 WAIG 1162
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Cl.	1/13	01/07/13	93 WAIG 834
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Cl.	1/14	01/07/14	94 WAIG 1054
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2. Arrangement

Cl.	1120/86&177/87	01/04/87	67 WAIG 534
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Ins. 35.	748/87	02/03/88	68 WAIG 1453
Cl.	1670/87	01/09/88	68 WAIG 1769
Ins. 2A.	892/88	22/09/88	69 WAIG 230
Del. 2A.	1940/89	08/09/89	69 WAIG 2913
Ins. 2A & 37.	1568/89(R)	19/12/89	70 WAIG 1080
Ins. 38 & 39.	695/89	22/11/90	71 WAIG 985
2A - Title	1895/90	08/10/91	71 WAIG 2914
Ins. 1A	1752/91	31/01/92	72 WAIG 191
Ins. 40.	1619/92	30/03/93	73 WAIG 1302
Ins. Sch. 3 & 4	480(A)/93	24/05/93	73 WAIG 1935
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. - S.49B..	694/96	16/07/96	76 WAIG 2789
1A. Title	915/96	7/08/96	76 WAIG 3368
1A	940/97	14/11/97	77 WAIG 3177
30 Title	1412/97	19/12/97	78 WAIG 460
1A. Title	757/98	12/06/98	78 WAIG 2579
Del 1A.	609/99	06/07/99	79 WAIG 1847
Ins. 1B; Del 2A	1271/00	22/11/00	80 WAIG 5560
Cl.	1531/02	16/12/02	83 WAIG 99
Del App – S.49B	1033/04	05/11/04	84 WAIG 3822

(2A. State Wage Principles - September 1989)

Ins. Cl.	892/88	22/09/88	69 WAIG 230
Del.	1940/89	08/09/89	69 WAIG 2913
Ins. Cl.	1568/89(R)	19/12/89	70 WAIG 1080
Cl. & title	1895/90	08/10/91	71 WAIG 2914

(2A. State Wage Principles - June 1991)

Del. Cl & Title	1271/00	22/11/00	80 WAIG 5560
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3. Area and Scope

Cl.	1120/86&177/87	01/04/87	67 WAIG 534
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4. Term

Cl.	1531/02	16/12/02	83 WAIG 99
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5. Definitions

Renum 5-9 as 8-12; Ins 5; 6; 7	1120/86 & 177/87	01/04/87	67 WAIG 534
Ins.(13)	748/87	02/03/88	68 WAIG 1453
Cl.	1531/02	16/12/02	83 WAIG 99

6. Safety Footwear

(1)	993/85	19/12/85	66 WAIG 532
Cl.	1531/02	16/12/02	83 WAIG 99
(1)	1033/04	05/11/04	84 WAIG 3822
(1)	69/06	10/10/06	86 WAIG 3024
(1)	22/08	21/08/08	88 WAIG 1995

(1)	41/12	26/09/12	92 WAIG 1775
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(1)	38/14	09/12/14	94 WAIG 1870
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7. Contract of Service

Cl.	1531/02	16/12/02	83 WAIG 99
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8. Higher Duties

Cl.	1531/02	16/12/02	83 WAIG 99
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(9. Under-Rate Employees)

Cl & Title.	1531/02	16/12/02	83 WAIG 99
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9. Supported Wage

(3)&(9)(c)	1033/04	05/11/04	84 WAIG 3822
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10. Apprentices

Cl.	1531/02	16/12/02	83 WAIG 99
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11. Hours

Cl.	1120/86&177/87	01/04/87	67 WAIG 534
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(1)(b) & (g)	748/87	02/03/88	68 WAIG 1453
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Cl.	1531/02	16/12/02	83 WAIG 99
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12. Overtime

(6)	993/85	19/12/85	66 WAIG 532
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(6)	676/86	22/09/86	66 WAIG 1647
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Cl.	1120/86&177/87	01/04/87	67 WAIG 534
(2)(d)	1116/86	02/06/87	67 WAIG 1158
(2)(e)	892/88	22/09/88	69 WAIG 230
(2)(e)	1568/89(R)	19/12/89	70 WAIG 1080
(2)(e)	1664/90	22/11/90	71 WAIG 98
(2)(e)	1895/90	08/10/91	71 WAIG 2914
(2)(e)	1142/92	15/10/92	72 WAIG 2571
(2)(e)	1307/93	11/11/93	73 WAIG 3423
(2)(e)	165/96	07/05/96	76 WAIG 1979
Rates - (2)(e)(i) & (2)(e)(iii)	1420/96	12/02/97	77 WAIG 760
(2)(e)	1412/97	19/12/97	78 WAIG 460
(2)(e)	1271/00	22/11/00	80 WAIG 5560
(2)(e)	1594/01	15/11/01	81 WAIG 3065
(2)(e)	907/03	05/09/03	83 WAIG 3349
(2)(e)	1033/04	05/11/04	84 WAIG 3822
(2)(e)	782/05	19/09/05	85 WAIG 3515
(2)(e)	69/06	10/10/06	86 WAIG 3024
(2)(e)	55/07	21/08/07	87 WAIG 2590
(2)(e)	22/08	21/08/08	88 WAIG 1995
(2)(e)	59/09	11/12/09	90 WAIG 17
(2)(e)	10/11	16/5/11	91 WAIG 913
(2)(e)	41/12	26/09/12	92 WAIG 1775
(2)(e)	64/13	03/02/14	94 WAIG 77
(2)(e)	38/14	09/12/14	94 WAIG 1870

13. Shift Work

Cl.	1120/86 & 177/87	01/04/87	67 WAIG 534
Del. Cl.	1531/02	16/12/02	83 WAIG 99

13A. Other Than Construction Work

Cl.	1120/86&177/87	01/04/87	67 WAIG 534
Cl.	1531/02	16/12/02	83 WAIG 99

13B. Shift Work On Construction Work

Cl.	1120/86&177/87	01/04/87	67 WAIG 534
Cl.	1531/02	16/12/02	83 WAIG 99

14. Payment of Wages

Cl.	1120/86&177/87	01/04/87	67 WAIG 534
(1); del. (6); renum. (7)-(10) as (6)-(9)	748/87	02/03/88	68WAIG 1453
Cl.	1531/02	16/12/02	83 WAIG 99

15. Representative Interviewing Employees

Ins. Text	2053(1)/97	22/11/97	77 WAIG 3138
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16. Posting of Awards and Union Notices

Cl.	1531/02	16/12/02	83 WAIG 99
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17. Time and Wages Record

Ins text.	491/98	16/04/98	78 WAIG 1471
Cl.	1531/02	16/12/02	83 WAIG 99

18. Special Rates and Provisions

(1)-(5);(7);(10)-(12), (19); (21)	993/85	19/12/85	66 WAIG 532
(1)-(5);(7);(10)-(12), (19); (21)	676/86	22/09/86	66 WAIG 1647
(1)-(5);(7);(9)-(12), (19); (21)	892/88	22/09/88	69 WAIG 230
(1)-(5);(7);(9)-(12), (19); (21)	1568/89(R)	19/12/89	70 WAIG 1080
(1)-(5);(7);(9)-(12),(15), (19); (21)	563/90(R2)	10/07/90	70 WAIG 3182
(1)-(5);(7);(10)-(12), (19); (21)	1895/90	08/10/91	71 WAIG 2914
(1-12); (19) & (21)	1412/97	19/12/97	78 WAIG 460
(1)-(5), (7), (9)-(12), (19) & (21)	1271/00	22/11/00	80 WAIG 5560
Cl.	1594/01	15/11/01	81 WAIG 3065
Cl.	1531/02	16/12/02	83 WAIG 99
(1)-(5),(7),(9)-(12),(19) & (21)	907/03	05/09/03	83 WAIG 3349
(1)-(5),(7),(9)-(12),(19) & (21)	1033/04	05/11/04	84 WAIG 3822
(1)-(5),(7),(9)-(12),(19) & (21)	782/05	19/09/05	85 WAIG 3515
(1)-(5), (7), (9)-(12), (19) & (21)	69/06	10/10/06	86 WAIG 3024
(1)-(5), (7), (9)-(12), (19) & (21)	55/07	21/08/07	87 WAIG 2590
(1)-(5), (7), (9)-(12), (19) & (21)	22/08	21/08/08	88 WAIG 1995
(1)-(5), (7), (9)-(12), (19) & (21)	59/09	11/12/09	90 WAIG 17
(1)-(5), (7), (9)-(12), (19) & (21)	10/11	16/5/11	91 WAIG 913
(1)-(5), (7), (9)-(12), (19) & (21)	41/12	26/09/12	92 WAIG 1775

(1)-(5), (7), (9)-(12), (19) & (21)	64/13	03/02/14	94 WAIG 77
(1)-(5), (7), (9)-(12), (19) & (21)	38/14	09/12/14	94 WAIG 1870

19. Car Allowance

Cl.	993/85	19/12/85	66 WAIG 532
Cl.	676/86	22/09/86	66 WAIG 1647
676/86 (quashed by Full Bench)	1017/86	20/11/86	66 WAIG 1926
Cl.	1466(A)/88	22/12/88	69 WAIG 806
Cl.	1664/90	22/11/90	71 WAIG 98
Cl.	1895/90	08/10/91	71 WAIG 2914
Cl.	1142/92	15/10/92	72 WAIG 2571
Cl.	1307/93	11/11/93	73 WAIG 3423
Cl.	271/95	31/07/95	75 WAIG 2417
Cl.	165/96	07/05/96	76 WAIG 1979
Cl.	1412/97	19/12/97	78 WAIG 460
Cl.	1271/00	22/11/00	80 WAIG 5560
Cl.	1594/01	15/11/01	81 WAIG 3065
Cl.	1531/02	16/12/02	83 WAIG 99
Cl.	907/03	05/09/03	83 WAIG 3349
Cl	1033/04	05/11/04	84 WAIG 3822
Cl	782/05	19/09/05	85 WAIG 3515
Cl	69/06	10/10/06	86 WAIG 3024
Cl	22/08	21/08/08	88 WAIG 1995
Cl	41/12	26/09/12	92 WAIG 1775

Cl	64/13	03/02/14	94 WAIG 77
Cl	38/14	09/12/14	94 WAIG 1870

20. Allowance for Travelling and Employment in Construction Work

(2)	169/86	19/03/86	66 WAIG 706
(2)(a)	1120/86&177/87	01/04/87	67 WAIG 534
(2)(a)	1466(A)/88	22/12/88	69 WAIG 806
(2)(a)	1568/89®	19/12/89	70 WAIG 1080
(2)(a)	1664/90	22/11/90	71 WAIG 98
(2)(a)	1895/90	08/10/91	71 WAIG 2914
(2)(a)	1142/92	15/10/92	72 WAIG 2571
(2)(a)	1307/93	11/11/93	73 WAIG 3423
(2)(a)	271/95	31/07/95	75 WAIG 2417
(2)(a)	165/96	07/05/96	76 WAIG 1979
(2)(a)	1412/97	19/12/97	78 WAIG 460
(2)(a)	1271/00	22/11/00	80 WAIG 5560
(2)(a)	1594/01	15/11/01	81 WAIG 3065
Cl.	1531/02	16/12/02	83 WAIG 99
(2)(a)	907/03	05/09/03	83 WAIG 3349
(2)(a)	1033/04	05/11/04	84 WAIG 3822
(2)(a)	782/05	19/09/05	85 WAIG 3515
(2)(a)	69/06	10/10/06	86 WAIG 3024
(2)(a)	22/08	21/08/08	88 WAIG 1995
(2)(a)	41/12	26/09/12	92 WAIG 1775

(2)(a)	64/13	03/02/14	94 WAIG 77
(2)(a)	38/14	09/12/14	94 WAIG 1870

21. Distant Work

(6); (9)	169/86	19/03/86	66 WAIG 706
(4); (6); (9)	1120/86&177/87	01/04/87	67 WAIG 534
(6); (9)	892/88	22/09/88	69 WAIG 230
(6); (9)	1466(A)/88	22/12/88	69 WAIG 806
(6); (9)	1568/89(R)	19/12/89	70 WAIG 1080
(6); (9)	1664/90	22/11/90	71 WAIG 98
(6); (9)	1895/90	08/10/91	71 WAIG 2914
(6); (9)	1142/92	15/10/92	72 WAIG 2571
(6); (9)	1307/93	11/11/93	73 WAIG 3423
(6); (9)	271/95	31/07/95	75 WAIG 2417
(6); (9)	165/96	07/05/96	76 WAIG 1979
(6); (9)	1412/97	19/12/97	78 WAIG 460
(6); (9)	1271/00	22/11/00	80 WAIG 5560
(6)	1594/01	15/11/01	81 WAIG 3065
Cl.	1531/02	16/12/02	83 WAIG 99
(6); (9)	907/03	05/09/03	83 WAIG 3349
(6); (9)	1033/04	05/11/04	84 WAIG 3822
(6); (9)	782/05	19/09/05	85 WAIG 3515
(6); (9)	69/06	10/10/06	86 WAIG 3024
(6); (9)	22/08	21/08/08	88 WAIG 1995

(6), (9)	41/12	26/09/12	92 WAIG 1775
(6), (9)	64/13	03/02/14	94 WAIG 77
(6), (9)	38/14	09/12/14	94 WAIG 1870
Editor's Note: Cl. 21(6) incorrect "returns" instead "return" since APPL 69/06			

22. Location Allowances

Cl.	397/85	01/07/85	65 WAIG 1349
Cl.	409/86	01/07/86	66 WAIG 1149
Cl.	603/87	01/07/87	67 WAIG 1094
Cl.	1353/87	01/12/88	68 WAIG 996
Cl.	517/88	01/07/88	68 WAIG 1686
(1); (13)	834/89	01/07/89	69 WAIG 3217
Cl.	778 & 1065/90	01/07/90	70 WAIG 2995
Cl.	1049/91	01/07/91	71 WAIG 2753
Cl.	851/92	01/07/92	72 WAIG 2498
Cl.	943/93	01/07/93	73 WAIG 1989
Cl.	714/94	01/07/94	74 WAIG 1869
Cl.	641/95	01/07/95	75 WAIG 2125
Cl.	911/96	01/07/96	76 WAIG 3368
Cl.	1400/97	01/07/97	77 WAIG 2547
Cl.	975/98	01/07/98	78 WAIG 2999
Cl.	690/99	01/07/99	79 WAIG 1843
Cl.	1050/00	01/08/00	80 WAIG 3153
Cl.	718/01	01/08/01	81 WAIG 1559

Cl.	686/02	01/07/02	82 WAIG 1185
Cl.	1531/02	16/12/02	83 WAIG 99
Cl.	570/03	01/07/03	83 WAIG 1657
Cl.	696/04	01/07/04	84 WAIG 2145
Cl.	458/05	01/07/05	85 WAIG 1893
Cl.	59/06	01/07/06	86 WAIG 1471
Cl.	53/07	01/07/07	87 WAIG 2435
Cl.	9/08	01/07/08	88 WAIG 689
Cl.	24/09	01/07/09	89 WAIG 729
Corr. Order Schedule B (7)(a)(i)&(ii)	24/09	01/07/09	89 WAIG 2483
Cl.	117/10	01/07/10	90 WAIG 561
Cl.	24/11	01/07/11	91 WAIG 995
Cl.	6/12	01/07/12	92 WAIG 725
Cl.	7/13	01/07/13	93 WAIG 461
Cl.	11/14	01/07/14	94 WAIG 669

23. Holidays and Annual Leave

(5)(a)	1120/86&177/87	01/04/87	67 WAIG 534
(1)(a); (5)(a)	563/90(R2)	10/07/90	70 WAIG 3182
Cl.	1531/02	16/12/02	83 WAIG 99

24. Absence Through Sickness

Cl.	1120/86&177/87	01/04/87	67 WAIG 534
Cl.	1531/02	16/12/02	83 WAIG 99

25. Bereavement Leave

Cl.	1531/02	16/12/02	83 WAIG 99
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26. Long Service Leave

Cl.	1531/02	16/12/02	83 WAIG 99
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27. Grievance Procedure and Special Allowance

(3)	993/85	19/12/85	66 WAIG 532
(3)	676/86	22/09/86	66 WAIG 1647
(1)	748/87	02/03/88	68 WAIG 1453
(3)(a)(c)(e)	892/88	22/09/88	69 WAIG 230
(3)(a)(c)(e)	1568/89(R)	19/12/89	70 WAIG 1080
(3)(a)(c)(e)	563/90(R2)	10/07/90	70 WAIG 3182
(3);	1895/90	08/10/91	71 WAIG 2914
Ins. (4)	693/96	16/07/96	76 WAIG 2768
(3) & (4)	1412/97	19/12/97	78 WAIG 460
(4)(a),(d)	2053/97	22/11/97	77 WAIG 3079
(3)	1271/00	22/11/00	80 WAIG 5560
(3)	1594/01	15/11/01	81 WAIG 3065
Cl.	1531/02	16/12/02	83 WAIG 99
(3)	907/03	05/09/03	83 WAIG 3349
(3)	1033/04	05/11/04	84 WAIG 3822
(3)	782/05	19/09/05	85 WAIG 3515

(3)	69/06	10/10/06	86 WAIG 3024
(3)	55/07	21/08/07	87 WAIG 2590
(3)	22/08	21/08/08	88 WAIG 1995
(3)	59/09	11/12/09	90 WAIG 17
(3)	10/11	16/5/11	91 WAIG 913
(3)	41/12	26/09/12	92 WAIG 1775
(3)	64/13	03/02/14	94 WAIG 77
(2)(a) & (3)	38/14	09/12/14	94 WAIG 1870

28. Board of Reference

(1)	563/90(R2)	10/07/90	70 WAIG 3182
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29. Late Comers

30. Special Provisions - State Energy Commission of Western Australia

(3)(a)	154/85	22/04/85	65 WAIG 1717
(2); (4); (5)	993/85	19/12/85	66 WAIG 532
(3); (4); (5); (6)	169/86	19/03/86	66 WAIG 706
(2)	676/86	22/09/86	66 WAIG 1647
(3); (6)	1120/86&177/87	01/04/87	67 WAIG 534
(2); (4); (5)	892/88	22/09/88	69 WAIG 230
(3); (4); (5); (6)	1466(A)/88	22/12/88	69 WAIG 806
(2); (3)(a); (4); (5); (6)	1568/89(R)	19/12/89	70 WAIG 1080
(2)	563/90(R2)	10/07/90	70 WAIG 3182

(3); (4); (5); (6)(a)	1664/90	22/11/90	71 WAIG 98
(2); (3)(a); (4); (5);	1895/90	08/10/91	71 WAIG 2914
(3); (4); (5)	1142/92	15/10/92	72 WAIG 2571
(3); (4); (5)	1307/93	11/11/93	73 WAIG 3423
(3), (4), (5)	271/95	31/07/95	75 WAIG 2417
(3), (4), (5)	165/96	07/05/96	76 WAIG 1979
(1) & Rates (6)(a)	1420/96	12/02/97	77 WAIG 760
(2 - 5)	1412/97	19/12/97	78 WAIG 460
(2)-(6)	1271/00	22/11/00	80 WAIG 5560
Cl.	1594/01	15/11/01	81 WAIG 3065
Cl.	1531/02	16/12/02	83 WAIG 99
(2)-(6)	907/03	05/09/03	83 WAIG 3349
(6)(a) correction	907/03	05/09/03	83 WAIG 3435
(2)-(6)	1033/04	05/11/04	84 WAIG 3822
(2)-(6)	782/05	19/09/05	85 WAIG 3515
(2)-(6)	69/06	10/10/06	86 WAIG 3024
(6)	55/07	21/08/07	87 WAIG 2590
(2)-(6)	22/09	21/08/08	88 WAIG 1995
(6)	59/09	11/12/09	90 WAIG 17
(6)	10/11	16/5/11	91 WAIG 913
(2)-(6)	41/12	26/09/12	92 WAIG 1775
(2)-(6)	64/13	03/02/14	94 WAIG 77
(2) - (6)	38/14	09/12/14	94 WAIG 1870

31. Seniority on Termination

Cl.	1531/02	16/12/02	83 WAIG 99
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32. Trade Union Training**33. Union Steward**

Cl.	1531/02	16/12/02	83 WAIG 99
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34. Maternity Leave

Ins. Cl.	1120/86&177/87	01/04/87	67 WAIG 534
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Cl.	1531/02	16/12/02	83 WAIG 99
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35. Adverse Weather

Ins. Cl.	748/87	02/03/88	68 WAIG 1453
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Cl.	1531/02	16/12/02	83 WAIG 99
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36. Superannuation

Ins. Cl.	1670/87	01/09/88	68 WAIG 1769
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(2); (4); (5)	1371/90	15/10/90	70 WAIG 4342
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(2);	1895/90	08/10/91	71 WAIG 2914
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Ins. Text	599/98	30/06/98	78 WAIG 2559
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Cl.	1531/02	16/12/02	83 WAIG 99
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(2)(b)(i)	22/08	21/08/08	88 WAIG 1995
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(2)(b)(i)	59/09	11/12/09	90 WAIG 17
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(2)(b)(i)	10/11	16/5/11	91 WAIG 913
(2)(b)(i)	41/12	26/09/12	92 WAIG 1775
(2)(b)(i)	64/13	03/02/14	94 WAIG 77
(2)(b)(i)	38/14	09/12/14	94 WAIG 1870

37. Structural Efficiency

Ins. Cl.	1568/89(R)	19/12/89	70 WAIG 1080
Cl.	563/90(R2)	10/07/90	70 WAIG 3182
(1)(e)	165/96	07/05/96	76 WAIG 1979
(1)(e)	38/14	09/12/14	94 WAIG 1870

38. Redundancy

Ins. Cl.	695/89	22/11/90	71 WAIG 985
Cl.	1531/02	16/12/02	83 WAIG 99

39. Liberty to Apply

Ins. Cl.	695/89	22/11/90	71 WAIG 985
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40. Special Exemptions

Ins. Cl.	1619/92	30/03/93	73 WAIG 1302
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First Schedule - Wages

(wage index)	821/85Int	04/11/85	66 WAIG 4
(5); (6); (8); (9)	993/85	19/12/85	66 WAIG 532

(wage index)	261/86	01/07/86	66 WAIG 1139
(5); (6); (8); (9)	676/86	22/09/86	66 WAIG 1647
(wage increase)	1195/86	10/03/87	67 WAIG 435
(2)	1120/86&177/87	01/04/87	67 WAIG 534
(wage increase)	1406/87	05/02/88	68 WAIG 949
Cl.	748/87	02/03/88	68 WAIG 1453
(1)-(3); (5); (6),(9); (10)	892/88	22/09/88	69 WAIG 230
min wage increase (11)	1940/89	01/10/89	69 WAIG 2913
(2)-(6);(9);ins(12)& Del text	1568/89(R)	19/12/89	70 WAIG 1080
(2)-(6);(9);(10);(12)	563/90(R2)	10/07/90	70 WAIG 3182
(11) Min. Wage \$268.80	1309 & 1310/91	24/09/91	71 WAIG 2748
(2)-(6); (9)-(11)	1895/90	08/10/91	71 WAIG 2914
Min. Wage \$275.50	415A/92	30/11/92	73 WAIG 4
(1)(2) & (4)	205/94	03/05/94	74 WAIG 1275
(2) & (4)	492/96	07/05/96	76 WAIG 1978
Corr.	492/96	13/08/96	76 WAIG 3772
(2)(a)&(b); (4)(a)&(b)	1055/97	19/11/97	77 WAIG 3465
(3);(5);(6);(9) & (10)	1412/97	19/12/97	78 WAIG 460
Rates & Ins. Text& Min wage	940/97	14/11/97	77 WAIG 3177
(2)(a) & (b); (4)(a) & (b); (11)	1401/98	10/09/98	78 WAIG 3793
Rates (2)(a), Text (2)(b), Rates (4)(a), text (4)(b), Min Wage rates & text (11).	609/99	01/08/99	79 WAIG 1847
Cl	654/00	01/08/00	80 WAIG 3379
(1)(a)(iv);Del (1)(b) & (4)(b);(3),(5),(6),(9),(10) & (11); renum. (12) as (11); Ins para at end of schedule	1271/00	22/11/00	80 WAIG 5560

Correction Order (2)(a)(iv)not(1)(a)(iv) (2)(b)&(4)(b)not(1)(b)&(4)(b)&renum (12)to(11)plus title	1271/00	22/11/00	80 WAIG 5560
Cl	752/01	01/08/01	81 WAIG 1721
(3),(5), (6), (9) & (10)	1594/01	15/11/01	81 WAIG 3065
(11) deleted	1594/01	15/11/01	81 WAIG 3065
2(a)	797/02	01/08/02	82 WAIG 1369
Sch	1531/02	16/12/02	83 WAIG 99
(4)	284/01	01/04/03	83 WAIG 682
Sch	569/03	5/06/03	83 WAIG 1899 & 2165
(3), (5), (6), (9) & (10)	907/03	05/09/03	83 WAIG 3349
(4)(a) Correction	569/03	05/06/03	83 WAIG 3435
Sch	570/04	4/06/04	84 WAIG 1521 & 1706
(3)-(10)	1033/04	05/11/04	84 WAIG 3822
Sch	576/05	07/07/05	85 WAIG 2083, 2364
(3), (5), (6), (9) & (10)	782/05	19/09/05	85 WAIG 3515
Sch	957/05	07/07/06	86 WAIG 1631 & 1893
(3), (5), (6), (9) & (10)	69/06	10/10/06	86 WAIG 3024
Sch	1/07	01/07/07	87 WAIG 1487 & 1776
(3), (5), (6), (9) & (10)	55/07	21/08/07	87 WAIG 2590
Sch	115/07	01/07/08	88 WAIG 773 & 1036
(3), (5), (6), (9) & (10)	22/08	21/08/08	88 WAIG 1995
Sch	1/09	01/10/09	89 WAIG 735 & 1458
(3), (5), (6), (9) & (10)	59/09	11/12/09	90 WAIG 17
Sch	2/10	01/07/10	90 WAIG 568 & 948

(3), (5), (6), (9) & (10)	10/11	16/5/11	91 WAIG 913
Cl	2/11	01/07/11	91 WAIG 1008 & 1340
Cl	2/12	01/07/12	92 WAIG 1162
(3), (5), (6), (9) & (10)	41/12	26/09/12	92 WAIG 1775
Cl.	1/13	01/07/13	93 WAIG 834
(3), (5), (6), (9) & (10)	64/13	03/02/14	94 WAIG 77
Sch.	1/14	01/07/14	94 WAIG 1054
(3), (5), (6), (9) & (10)	38/14	09/12/14	94 WAIG 1870

Second Schedule - Respondents

Sch.	784/92	07/10/92	72 WAIG 2205
Sch.	1399/93	10/06/96	76 WAIG 3742
Delete Respondents	76/80 pt 203	29/06/98	78 WAIG 2921
Sch	319/99	29/05/00	80 WAIG 2684
Sch.	1271/00	22/11/00	80 WAIG 5560
Delete Respondent	942/05	13/10/05	85 WAIG 3541

(Third Schedule)

5.(2)(e)	993/85	19/12/85	66 WAIG 532
5.(2)(e)	676/86	22/09/86	66 WAIG 1647
Del.	1120/86&177/87	01/04/87	67 WAIG 534

(Third Schedule - Employers Joined as Parties)

Ins. Sch.	1619/92	30/03/93	73 WAIG 1302
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Del	319/99	29/05/00	80 WAIG 2684
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Third Schedule – Named parties to the Award

Sch	319/99	29/05/00	80 WAIG 2766
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Sch	38/14	09/12/14	94 WAIG 1870
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(Fourth Schedule)

Del.	317/86	04/06/86	66 WAIG 1039
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(Fourth Schedule - Named Parties to the Award)

Ins. Sch.	480(A)/93	24/05/93	73 WAIG 1935
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Sched.	165/96	07/05/96	76 WAIG 1979
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Renamed	319/99	29/05/00	80 WAIG 2766
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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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Del App	1033/04	05/11/04	84 WAIG 3822
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