

# Lift Industry (Electrical and Metal Trades) Award, 1973

## 1. - TITLE

This award shall be known as the Lift Industry (Electrical and Metal Trades) Award, 1973.

## 1B. - MINIMUM ADULT AWARD WAGE

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

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

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

(10) Adult Apprentices

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

2. - ARRANGEMENT

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### 3. - AREA AND SCOPE

This award relates to the lift industry and to all work done by the classifications of workers shown in the First Schedule - Wages and employed by the respondents in connection with the construction, installation, servicing, repairing and/or maintenance of lifts and/or escalators within the State of Western Australia.

### 4. - TERM

This award operates from the beginning of the first pay period commencing on or after the date hereof until 12 months thereafter. (The date of this award is the 16th July, 1973.).

### 5. - DEFINITIONS

- (1) "Electrical fitter" means a worker engaged in making, repairing, altering, assembling, testing, winding or wiring electrical machines, instruments, meters, or other apparatus, other than wires leading thereto, but a worker shall not be deemed to be an electrical fitter -
  - (a) solely by reason of the fact that his work consists of placing electrodes in "neon" tubes sealed by him; or
  - (b) if he is employed as a meter tester.
- (2) "Electrical installer" means a worker engaged in the installation of electric lighting, electric meters, bells, telephones or motors and apparatus used in connection therewith and includes a worker engaged in running, repairing or testing of conductors used for lighting, heating or power purposes but does not include a worker who is a linesman or a meter fixer.
- (3) "Electrician - Special Class" means an electrical fitter, or an electrical installer who has done work away from a workshop in connection with the installation, servicing, repair and/or maintenance of lifts and/or escalators for a period of not less than two years.
- (4) "Fitter - Erector" means a mechanical fitter who has done work away from a workshop in connection with the installation, servicing, repair and/or maintenance of lifts and/or escalators for a period of not less than two years.

### 6. - CONTRACT OF SERVICE

- (1) A contract of service to which this award applies may be terminated in accordance with the provisions of this clause and not otherwise but this subclause does not operate so as to prevent any party to a contract from giving a greater period of notice than is hereinafter prescribed nor to affect an employer's right to dismiss a worker without notice for misconduct.
- (2) Subject to the provisions of this clause, a party to a contract of service may, on any day, give to the other party the appropriate period of notice of termination of the contract prescribed in subclause (5) of this clause and the contract terminates when that period expires.

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

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

#### 7. - HIGHER DUTIES

A worker engaged on duties carrying a higher rate than this ordinary classification shall be paid the higher rate for the time he is so engaged but if he is so engaged for more than two hours of any day or shift he shall be paid the higher rate for the whole day or shift.

#### 8. - UNDER-RATE WORKERS

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

#### 9. - APPRENTICES

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

- (1) The union or unions concerned so agree; or
- (2) The Commission so determines.

#### 10. - JUNIOR WORKERS

Junior workers shall not be employed in any occupation to which apprentices may be taken pursuant to the provisions of the Industrial Training Act, 1975.

## 11. - HOURS

- (1) (a) The provisions of this subclause apply to all employees other than those engaged on continuous shift work.
- (b) Subject to the provisions of subclauses (3) and (4) of this clause the ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:
  - (i) 38 hours within a work cycle not exceeding seven consecutive days; or
  - (ii) 76 hours within a work cycle not exceeding fourteen consecutive days; or
  - (iii) 114 hours within a work cycle not exceeding twenty-one consecutive days; or
  - (iv) 152 hours within a work cycle not exceeding twenty-eight consecutive days.
  - (v) For the purposes of paragraph (g) of subclause (3) of this clause, any other work cycle during which a weekly average of 38 ordinary hours are worked as may be agreed in accordance with paragraph (g) of subclause (3) of this clause.
- (c) The ordinary hours of work may be worked on any or all days of the week, Monday to Friday inclusive, and except in the case of shift employees, shall be worked between the hours of 6.00am and 6.00pm. Provided that the spread of hours may be altered by agreement between the employer and the majority of employees in the plant, section or sections concerned.
- (d) Where the first night shift in any week commences on Monday night, the night shift commencing on Friday and finishing not later than 8.00am on Saturday of that week, shall be deemed to have been worked in ordinary working hours.
- (e) The ordinary hours of work shall not exceed 10 hours on any day.

Provided that in any arrangement of ordinary working hours, where such ordinary hours are to exceed 8 hours on any day, the arrangement of hours shall be subject to the agreement between the employer and the majority of employees in the plant or section or sections concerned.
- (f) The ordinary hours of work shall be consecutive except for a meal interval which shall not exceed one hour and -
  - (i) An employee shall not be compelled to work for more than 5 hours without a meal interval except where an alternative arrangement is entered into as a result of discussions as provided for in subclause (4) of this clause.
  - (ii) By arrangement between an employer and the majority of employees in the plant, section or sections concerned, an employee or employees may be required to work in excess of five hours, but not more than six, at ordinary rates without a meal break.
  - (iii) The time of taking a scheduled meal break or rest break by one or more employee may be altered by the employer if it is necessary to do so in order to meet a requirement for continuity of operations.
  - (iv) An employer may stagger the time of taking a meal or rest break to meet operational requirements.
  - (v) When an employee is required for duty during the employee's usual meal interval and the meal interval is thereby postponed for more than half an hour, the employee shall be paid at overtime rates until the employee gets the meal interval.
- (g) (i) Subject to the provisions of this paragraph, a rest period of seven minutes from the time of ceasing to the time of resumption of work shall be allowed each morning.

- (ii) The rest period shall be counted as time off duty without deduction of pay and shall be arranged at a time and in a manner to suit the convenience of the employer.
  - (iii) Refreshments may be taken by employees during the rest period but the period of seven minutes shall not be exceeded under any circumstances.
  - (iv) An employer who satisfies the Commission that any employee has breached any condition expressed or implied in this paragraph may be exempted from liability to allow the rest period.
  - (v) In an establishment in which the majority of employees are not subject to this award, the provisions of this paragraph do not apply but any employee to whom this award applies shall be entitled to the rest period, if any, which may be allowed to the aforesaid majority.
- (h) On construction work on which the majority of employees are employed under this award, in addition to the rest period referred to in paragraph (g) and subject to the same conditions, a rest period of seven minutes shall be allowed as soon as possible after the end of the second hour's work following the meal interval unless the employees concerned prefer to do without such rest period, but the provisions of this paragraph only apply to an employee on any day on which he is required for overtime for half an hour or more immediately following his ordinary finishing time.
- (2)
  - (a) The provisions of this subclause apply only to employees engaged on continuous shift work.
  - (b) Subject to the provisions of subclauses (3) and (4) of this clause the ordinary hours of continuous shift workers shall average 38 per week (inclusive of crib time) and shall not exceed 152 hours in 28 consecutive days.  
  
 Provided that, where the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days.
  - (c) The ordinary hours of work prescribed herein shall not exceed 10 hours on any day. Provided that in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight hours on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees in the plant or section or sections thereof.
- (3)
  - (a) Except as provided in paragraph (d) of this subclause, the method of implementation of the 38-hour week may be any one of the following:
    - (i) by employees working less than eight ordinary hours each day; or
    - (ii) by employees working less than 8 ordinary hours on one or more days each week; or
    - (iii) by fixing one day of ordinary working hours on which all employees will be off duty during a particular work cycle; or
    - (iv) by rostering employees off duty on various days of the week during a particular work cycle so that each employee has one day of ordinary working hours off duty during that cycle.
    - (v) except in the case of continuous shift employees where the ordinary hours of work are worked within an arrangement as provided in 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 21. - 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 procedures 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 (or unions) concerned or deputy, at which level a conference of the parties shall be convened without delay.
  - (iii) In the absence of agreement either party may refer the matter to the Western Australian Industrial Relations Commission.
- (d) Different methods of implementation of a 38-hour week may apply to various groups or sections of employees in the plant or establishment concerned.
- (e) Notice of Days Off Duty

Except as provided in paragraphs (f) and (g) of this subclause, in cases where, by virtue of the arrangement of the ordinary working hours, an employee, in accordance with placitums (iii) and (iv) of paragraph (a) of this subclause, is entitled to a day off duty during the work cycle, then such employee shall be advised by the employer at least four weeks in advance of the day the employee is to take off duty provided that a lesser period of notice may be agreed by the employer and the majority of employees in the plant or section or sections concerned.

- (f)
  - (i) An employer, with the agreement of the majority of employees concerned, may substitute the day an employee is to take off in accordance with placitums (iii) and (iv) of paragraph (a) of subclause (3) hereof, for another day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.
  - (ii) An employer and employee may by agreement substitute the day the employee is to take off for another day.
- (g) Notwithstanding any other provisions contained in this clause, where ordinary hours of work are arranged in accordance with placitums (iii) and (iv) of paragraph (a) of this subclause, an employer, the union or unions concerned and the majority of the employees concerned, may agree to accrue up to a maximum of five rostered days off in special circumstances such as where there are regular and substantial fluctuations in production requirements in any year.

Where agreement has been reached, the accrued rostered days off must be taken within 12 months from the date of agreement and each twelve months thereafter.

It is understood between the parties that the involvement of the union or unions concerned would be necessary in cases where it or they have members in the plants concerned and not non-union establishments.

- (4)
  - (a) Procedures shall be established for in-plant discussions, the objective being to agree on the method of implementing a 38-hour week in accordance with this clause and shall entail an objective review of current practices to establish where improvements can be made and implemented.
  - (b) The procedures should allow for in-plant discussions to continue.

- (c) The procedures should make suggestions as to the recording of understandings reached and methods of communicating agreements and understandings to all employees, including the overcoming of language difficulties.
- (d) The procedures should allow for the monitoring of agreements and understandings reached in-plant.
- (e) In cases where agreement cannot be reached in-plant in the first instance or where problems arise after initial agreements or understandings have been achieved in-plant, a formal monitoring procedure shall apply. The basic steps in this procedure shall be as applies with respect to special, anomalous or extraordinary problems as prescribed in paragraph (c) of subclause (3) of this clause.

## 12. - OVERTIME

- (1) (a) The provisions of this subclause apply to all employees other than those engaged on continuous shift work.
- (b) Subject to the provisions of this subclause, all work done beyond the ordinary working hours on any day, Monday to Friday, inclusive, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.

For the purposes of this subclause, ordinary hours shall mean the hours of work fixed in an establishment in accordance with Clause 11. - Hours.

- (c) (i) Work done on Saturdays after 12.00 noon or on Sundays shall be paid for at the rate of double time.
- (ii) Work done on any day prescribed as a holiday under this award shall be paid for at the rate of double time and a half.
- (d) Work done on Saturdays prior to 12.00 noon shall be paid for at the rate of time and one half for the first two hours and double time thereafter but this paragraph does not apply in a case to which paragraph (d) of subclause (1) in Clause 11. - Hours of this award applies.
- (e) In computing overtime each day shall standalone but when an employee works overtime which continues beyond midnight on any day, the time worked after midnight shall be deemed to be part of the previous day's work for the purpose of this subclause.
- (2) (a) The provisions of this subclause apply only to employees engaged on continuous shift work.
- (b) Subject to the provisions of paragraph (c) of this subclause all time worked in excess of or outside the ordinary working hours, or on a shift other than a rostered shift, shall be paid for at the rate of double time, except where an employee is called upon to work a sixth shift in not more than one week in any four weeks, when he shall be paid for such shift at time and a half for the first four hours and double time thereafter.

For the purposes of this subclause, ordinary hours shall mean the hours of work fixed in an establishment in accordance with subclauses (3) and (4) in Clause 11. - Hours.

- (c) Time worked in excess of the ordinary working hours shall be paid for at ordinary rates -
  - (i) if it is due to private arrangements between the employees themselves; or
  - (ii) if it does not exceed two hours and is due to a relieving employee not coming on duty at the proper time; or
  - (iii) if it is for the purpose of effecting the customary rotation of shifts.

- (3) (a) The provisions of this subclause apply to all employees.
- (b) Except in the case of shifts to which Clause 13, - Shift Work on Construction work of this award applies overtime on shift work shall be based on the rate payable for shift work.
- (c) (i) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that an employee has at least ten consecutive hours off duty between the work of successive days.
- (ii) An employee (other than a casual employee) who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not had at least ten consecutive hours off duty between those times shall, subject to this paragraph, be released after completion of such overtime until he has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (iii) If, on the instructions of his 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 the employee is released from duty for such period and the employee 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 or an employee engaged on continuous shift work) is called into work on a Sunday or holiday prescribed under this award preceding an ordinary working day, the employee shall, wherever reasonably practicable, be given ten consecutive hours off duty before the employee's usual starting time on the next day. If this is not practicable, then the provisions of placitums (ii) and (iii) of this paragraph shall apply mutatis mutandis.
- (v) The provisions of this paragraph shall apply in the case of shift employees who rotate from one shift to another, as if eight hours were substituted for ten hours when overtime is worked -
- (aa) for the purpose of changing shift rosters; or
- (bb) where a shift worker does not report for duty; or
- (cc) where a shift is worked by arrangement between the workers themselves.
- (vi) Overtime worked as a result of a recall shall not be regarded as overtime for the purpose of this paragraph when the actual time worked is less than three hours on such recall or on each of such recalls.
- (d) (i) An employee recalled to work overtime after leaving his employer's business premises shall be paid for a minimum of four hours' work at the appropriate overtime rate but where the worker is regularly required to hold himself in readiness for a call back or has been paid for standing by in accordance with paragraph (e) hereof he shall be paid for a minimum of three hours' work at the appropriate overtime rate for each time he is so recalled.
- (ii) Time reasonably spent in getting to and from work shall be counted as time worked.
- (e) Subject to any custom now prevailing under which an employee is required regularly to hold himself in readiness for a call back, an employee who is instructed by his employer to hold himself in readiness at his place of residence or other agreed place of residence for a call to work after ordinary hours, shall be paid at ordinary rates for the time he so holds himself in readiness.

- (f) Subject to the provisions of paragraph (g) of this subclause, an employee required to work overtime for more than two hours shall be supplied with a meal by the employer or be paid \$12.75 for a meal and, if owing to the amount of overtime worked, a second or subsequent meal is required the employee shall be supplied with each such meal by the employer or be paid \$8.75 for each meal so required.
- (g) The provisions of paragraph (f) of this subclause do not apply -
  - (i) in respect of any period of overtime for which the employee has been notified on the previous day or earlier that the employee will be required; or
  - (ii) to any employee who lives in the locality in which the place of work is situated in respect of any meal for which the employee can reasonably go home.
- (h) If an employee to whom placita (i) of paragraph (g) of this subclause applies has, as a consequence of the notification referred to in that paragraph, provided himself or herself with a meal or meals and is not required to work overtime or is required to work less overtime than the period notified, he shall be paid, for each meal provided and not required, the appropriate amount prescribed in paragraph (f) of this subclause.
  - (i) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.  
  
The assignment of overtime by an employer to an employee shall be based on specific work requirements and the practice of "one in, all in" overtime shall not apply.
  - (ii) No union or association party to this award, or employee or employees covered by this award, shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.
- (4) The provisions of this clause do not operate so as to require payment of more than double time rates, or double time and a half on a holiday prescribed under this award, for any work except and to the extent that the provisions of Clause 16. - Special Rates and Provisions of this award apply to that work.

### 13. - SHIFT WORK

- (1) The provisions of this clause apply to shift work whether continuous or otherwise.
- (2)
  - (a) 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.
  - (b) An employer may work his establishment on shifts but before doing so shall give notice of his intention to the union or unions concerned and of the intended starting and finishing times of ordinary working hours of the respective shifts.
- (3)
  - (a) Where any particular process is carried out on shifts other than day shift, and less than five consecutive afternoon or five consecutive night shifts are worked on that process, then employees employed on such afternoon or night shifts shall be paid at overtime rates.  
  
Provided that where the ordinary hours of work normally worked in an establishment are worked on less than five days then the provisions of paragraph (a) shall be as if four consecutive shifts were substituted for five consecutive shifts.
  - (b) The sequence of work shall not be deemed to be broken under the preceding paragraph by reason of the fact that work on the process is not carried out on a Saturday or Sunday or any other day that the employer observes a shut down for the purpose of allowing a 38-hour week or on any holiday.

- (4) Where a shift commences at or after 11.00pm on any day, the whole of that shift shall be deemed, for the purposes of this award, to have been worked on the following day.
- (5) 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.
- (6) (a) A shift employee engaged on construction work or on commissioning tests for new plant shall, in addition to the employee's ordinary rate, be paid per shift of eight hours, a loading of 25 per cent for night shift.
- (b) In any other cases a shift employee when on afternoon or night shift shall be paid, for such shift fifteen per cent more than his ordinary rate prescribed by this award.
- (c) All work performed on a rostered shift, when the major portion of such shift falls on a Saturday, Sunday or a holiday, shall be paid for as follows -
  - Saturday - at the rate of time and one half
  - Sunday - at the rate of time and three quarters
  - Holidays - at the rate of double time.

These rates shall be paid in lieu of the shift allowances prescribed in paragraphs (b) and (c) of this subclause.
- (7) Where shifts are worked on construction work or on commissioning tests for new plant the day and night shifts shall change weekly.
- (8) A continuous shift employee who is not required to work on a holiday which falls on his rostered day off shall be allowed a day's leave with pay to be added to annual leave or taken at some other time if the worker so agrees.

#### 14. - PAYMENT OF WAGES

- (1) Each employee shall be paid the appropriate rate shown in the First Schedule - Wages of this award. Subject to subclause (2) of this clause payment shall be pro-rata where less than the full week is worked.
- (2) From the date that a 38-hour week system is implemented by an employer wages shall be paid as follows:-
  - (a) Actual 38 Ordinary Hours
 

In the case of an employee whose ordinary hours of work are arranged in accordance with placitum (i) or (ii) of paragraph (a) of subclause (3) of Clause 11. - Hours of this award so that the employee works 38 ordinary hours each week, wages shall be paid weekly or fortnightly according to the actual ordinary hours worked each week or fortnight.

(b) Average of 38 Ordinary Hours

Subject to subclauses (3) and (4) hereof, in the case of an employee whose ordinary hours of work are arranged in accordance with placitums (iii) or (iv) of paragraph (a) of subclause (3) of Clause 11. - Hours of this award, so that the employee works an average of 38 ordinary hours each week during a particular work cycle, wages shall be paid weekly or fortnightly according to a weekly average of ordinary hours worked even though more or less than 38 ordinary hours may be worked in any particular week of the work cycle.

SPECIAL NOTE - Explanation of Averaging System:

As provided in paragraph (b) of this subclause an employee whose ordinary hours may be more or less than 38 in any particular week of a work cycle, is to be paid the employee's 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 (3) paragraph (a) placitums (iii) and (iv) provides that in implementing a 38-hour week the ordinary hours of an employee may be arranged so that the employee is entitled to a day off, on a fixed day or rostered day basis, during each work cycle. It is in these circumstances that the averaging system would apply.
- (ii) If the 38-hour week is to be implemented so as to give an employee a day off in each work cycle this would be achieved if, during a work cycle of 28 consecutive days (that is, over four consecutive weeks) the employee's ordinary hours were arranged on the basis that for three of the four weeks the employee worked 40 ordinary hours each week and in the fourth week the employee worked 32 ordinary hours. That is, the employee would work for 8 ordinary hours each day, Monday to Friday inclusive for three weeks and 8 ordinary hours on four days only in the fourth week - a total of 19 days during the work cycle.
- (iii) In such a case the averaging system applies and the weekly wage rates for ordinary hours of work applicable to the employee shall be the average weekly wage rates set out for the employee's classification in Clause 30.- Lift Industry Allowance and 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 7 hours 36 minutes. This "credit" is carried forward so that in the week of the cycle that the employee works on only four days, the employee's actual pay would be for an average of 38 ordinary hours even though, that week, the employee works a total of 32 ordinary hours.

Consequently, for each day an employee works 8 ordinary hours the employee accrues a "credit" of 24 minutes (0.4 hours). The maximum "credit" the employee may accrue under this system is 0.4 hours on 19 days; that is, a total of 7 hours 36 minutes.

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

(3) Absences from Duty

- (a) An employee whose ordinary hours are arranged in accordance with placitums (iii) or (iv) of paragraph (a) of subclause (3) of Clause 11. - Hours of this award and who is paid wages in accordance with paragraph (a) of subclause (2) hereof and is absent from duty (other than on

annual leave, long service leave, holidays prescribed under this award, paid sick leave, workers' compensation or bereavement leave) shall, for each day the employee is so absent, lose average pay for that day calculated by dividing the employee's average weekly wage rate by five.

An employee who is so absent from duty for part of a day shall lose average pay for each hour the employee is absent by dividing the employee's average daily pay rate by 8.

- (b) Provided when such an employee is absent from duty for a whole day the employee will not accrue a "credit" because the employee would not have worked ordinary hours that day in excess of 7 hours 36 minutes for which the employee would otherwise have been paid. Consequently, during the week of the work cycle the employee is to work less than 38 ordinary hours the employee will not be entitled to average pay for that week. In that week, the average pay will be reduced by the amount of the "credit" the employee does not accrue for each whole day during the work cycle the employee is absent.

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

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

#### Examples

(An employee's ordinary hours are arranged so that the employee works 8 ordinary hours on five days of each week for 3 weeks and 8 ordinary hours on four days of the fourth week).

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

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

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

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

absent less total of credits not accrued that week

$$= \frac{1}{5} \text{th average pay } \underline{\text{less}} 4 \times 0,4 \text{ hours} \times \text{average weekly pay}$$

38

$$= \frac{1}{5} \text{th average pay } \underline{\text{less}} 1,6 \text{ hours} \times \text{average weekly pay}$$

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 his ordinary working hours, is to take a day off duty on a day which coincides with pay day, such employee shall be paid no later than the working day immediately following pay day. Provided that, where the employer is able to make suitable arrangements, wages may be paid on the working day preceding pay day.

(6) Payment by Cheque or Electronic Funds Transfer

(a) Where an employer and employee agree, the employee may be paid his wages by cheque or direct transfer into an employee's bank (or other recognised financial institution) account. Notwithstanding this provision, if the employer and the majority of his employees agree, all employees may be paid their wages by cheque or direct transfer into an employee's bank (or other recognised financial institution) account, provided that in the case of employees paid by cheque, the employer shall, on pay day, if it is required by the employee, have a facility available during ordinary hours for the "encashment of the cheque".

(b) The employer will pay charges associated with FID and State taxes.

(c) The parties acknowledge that should any company wish to pursue the issue of payment of wages by cheque or electronic funds transfer in plant level discussion it may be appropriate to take into account in such discussions the following issues:

- the resolution of genuine difficulties which may arise for individual employees;
- the date of issue of cheques or electronic funds transfer; and ways to ensure late payment does not occur;
- the details of statements to be provided to employees showing earnings, overtime deductions, bank fees, etc.

(7) Termination of Employment

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

Provided that in the case of an employee whose ordinary hours are arranged in accordance with placitums (iii) or (iv) of paragraph (a) of subclause (3) of Clause 11. - Hours of this award and who is

paid average pay and who has not taken the day off due to the employee during the work cycle in which the employee's employment is terminated, the wages due to that employee shall include a total of credits accrued during the work cycle as detailed in the Special Note following paragraph (b) of subclause (2) of this clause.

Provided further, where the employee has taken a day off during the work cycle in which the employee's employment is terminated, the wages due to that employee shall be reduced by the total of credits which have not accrued during the work cycle.

(8) Details of Payments to be Given

Where an employee requests the employee's employer to state in writing with respect to each week's wages the amount of wages to which the employee is entitled, the amount of deductions made therefrom, the net amount being paid to the employee, and the numbers of hours worked, the employer shall do so not less than two hours before the employee is paid.

(9) Calculation of Hourly Rate

Except as provided in subclause (3) of this clause the ordinary rate per hour shall be calculated by dividing the appropriate weekly rate by 38.

#### 15. - TIME AND WAGES RECORD

(1) Each employer shall keep a time and wages book showing the name of each worker, the nature of his work, the hours worked each day, and the wages and allowances paid each week. Any system of automatic recording by means of machines shall be deemed to comply with this provision to the extent of the information recorded.

(2) The time and wages record shall be open for inspection by a duly accredited official of the union during the usual office hours, at the employer's office or other convenient place, and the official shall be allowed to take extracts therefrom. The employer's works shall be deemed to be a convenient place for the purpose of this subclause but if for any reason the record be not available at the works then official calls to inspect it, it shall be made available for inspection within 24 hours, either at the employer's office or at the works.

Before exercising a power of inspection the representative shall give notice of not less than 24 hours to the employer.

#### 16. - SPECIAL RATES AND PROVISIONS

(1) The work of an electrical fitter shall not be tested by a worker of a lower grade.

(2) Protective Equipment

(a) An employer shall have available a sufficient supply of protective equipment (as, for example, goggles (including anti-flash goggles), glasses, gloves, mitts, aprons, sleeves, leggings, gumboots, ear protectors, helmets, or other efficient substitutes thereof) for use by his workers when engaged on work for which some protective equipment is reasonably necessary.

(b) A worker shall sign an acknowledgement when he receives any article of protective equipment and shall return that article to the employer when he is finished using it or on leaving his employment.

(c) A worker to whom an article of protective equipment has been issued shall not lend that article to another worker and if he does both he and that other worker shall be deemed guilty of wilful misconduct.

- (d) An article of protective equipment which has been used by a worker shall not be issued by the employer to another worker until it has been effectively sterilised but this paragraph only applies where sterilisation of the article is practicable and is reasonably necessary.
  - (e) Adequate safety gear (including insulating gloves, mats and/or shields where necessary) shall be provided by employers for workers required to work on live electrical equipment.
- (3) Clothing
- Each worker will be provided with an adequate supply of waterproof clothing.
- (4) (a) The employer shall, when practicable, provide a waterproof and secure place, on each job, for the safekeeping of a worker's tools, when not in use.
  - (b) The employer shall indemnify a worker in respect of any tools of the worker stolen, if the employer's failure to comply with this subclause is a material factor in contributing to the stealing of the tools.
- (5) An Electrician Special Class, an electrical fitter and/or armature winder or an electrical installer who holds and, in the course of the employee's employment may be required to use a current "A" Grade or "B" Grade License issued pursuant to the relevant regulation in force on 28th day of February 1979 under the Electricity Act, 1945 shall be paid an allowance of \$23.90 per week.
- (6) An employee holding either a First Aid Medallion of the St. John Ambulance Association or a Senior First Aid Certificate of the Australian Red Cross Society, appointed by the employer to perform first aid duties shall be paid \$11.90 per week in addition to his/her ordinary rate.

#### 17. - CAR ALLOWANCE

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

#### RATES OF HIRE FOR USE OF EMPLOYEE'S OWN VEHICLE

##### ON EMPLOYER'S BUSINESS

##### MOTOR CAR

AREA AND DETAILS	ENGINE DISPLACEMENT (In Cubic Centimetres)		
Rate per Kilometre (Cents)	Over 2600cc	Over 1600cc -2600cc	1600cc & Under
Metropolitan Area	83.7	74.8	65.0
South West Land Division	85.5	76.5	66.5
North of 23.5' South Latitude	93.8	84.3	73.4

Rest of the State	88.2	79.1	69.0
Motor Cycle (In All Areas)	28.8 cents per kilometre		

- (4) "Metropolitan Area" means the area within a radius of 50 kilometres from the Perth Railway Station.

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

#### 18. - FARES AND TRAVELLING TIME

- (1)
  - (a) A worker who, on any day, or from day to day is required to work at a job away from his accustomed workshop or depot shall, at the direction of his employer, present himself for work at such job at the usual starting time.
  - (b) A worker to whom paragraph (a) of this subclause applies shall be paid at ordinary rates for time spent in travelling between his home and the job and shall be reimbursed for any fares incurred in such travelling, but only to the extent that the time so spent and the fares so incurred exceed the time normally spent and the fares normally incurred in travelling between his home and his accustomed workshop or depot.
  - (c) A worker who with the approval of his employer uses his own means of transport for travelling to or from outside jobs shall be paid the amount of excess fares and travelling time which he would have incurred in using public transport unless he has an arrangement with his employer for a regular allowance.
- (2) An employee to whom subclause (1) of this Clause does not apply and who is engaged on construction work or regular repair service and/or maintenance work shall be paid an allowance in accordance with the provisions of this subclause to compensate for excess fares and travelling time from the employee's home to his/her place of work and return:
  - (a) On places within a radius of 50 kilometres from the General Post Office, Perth - \$17.30 per day.
  - (b) For each additional kilometre to a radius of 60 kilometres from the General Post Office, Perth – 95 cents per kilometre.
  - (c) Subject to the provision of paragraph (d), work performed at places beyond a 60 kilometres radius from the General Post Office, Perth shall be deemed to be distant work unless the employer and the employees, with the consent of the Union, agree in any particular case that the travelling allowance for such work shall be paid under this Clause, in which case an additional allowance of 95 cents per kilometre shall be paid for each kilometre in excess of 60 kilometres radius.
  - (d) In respect to work carried out from an employer's depot situated more than 60 kilometres from the G.P.O., Perth, the main Post Office in the town in which such depot is situated shall be the centre for the purpose of calculating the allowance to be paid.
  - (e) Where transport to and from the job is provided by the employer from and to his/her depot or such other place more convenient to the employee as is mutually agreed upon between the employer and employee, half the above rates shall be paid; provided that the conveyance used for such transport is provided 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) Where Clause 19. - Distant Work of this award applies to the majority of the employees employed under the award on any construction work the provisions of this Clause do not apply but the provisions of subclause (7) of the said Clause 19 shall be applied to each employee as if they were supplied with board and lodging.

#### 19. - DISTANT WORK

- (1) Where a worker is engaged or selected or advised by an employer to proceed to construction work at such a distance that he cannot return to his home each night and the worker does so, the employer shall provide the worker with suitable board and lodging or shall pay the expenses reasonably incurred by the worker for board and lodging.
- (2) The provisions of subclause (1) of this clause do not apply with respect to any period during which the worker is absent from work without reasonable excuse and in such a case, where the board and lodging is supplied by the employer, he may deduct from monies owing or which may become owing to the worker an amount equivalent to the value of that board and lodging for the period of the absence.
- (3) Subject to the provisions of subclause (5) of this clause -
- (a) the employer shall pay all reasonable expenses including fares, transport of tools, meals and if necessary, suitable overnight accommodation incurred by a worker or person engaged who is directed by his employer to proceed to the locality of the site and who complies with such direction.
  - (b) the worker shall be paid at ordinary rate of payment for the time up to a maximum of eight hours in any one day incurred in travelling pursuant to the employer's direction.
- (4) Where a worker who, after one month of employment with an employer, leaves his employment, or whose employment is terminated by his employer except for incompetency, within one working week of his commencing work on the job or for misconduct and in either instance subject to the provisions of clause 6. - Contract of Service of this award returns to the place from whence he first proceeded to the locality, or to a place less distant than or equidistant to the place whence he first proceeded, the employer shall pay all expenses - including fares, transport of tools, meals and, if necessary, suitable overnight accommodation - incurred by the worker in so returning. Provided that the employer shall in no case be liable to pay a greater amount under this subclause than he would have paid if the worker had returned to the locality from which he first proceeded to the job.
- (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 worker's first or later wages but the amount so deducted shall be refunded to the worker if he continues to work for three months or, if the work continues.
  - (b) If the worker continues to work for the employer for at least six months the employer shall, on termination of the worker's engagement, pay the fare of the worker back from the place of work to the place of engagement if the worker so desires.
- (6) An employee, to whom the provisions of subclause (1) of this Clause apply, shall be paid an allowance of \$35.10 for any week-end they return home from the job, but only if -
- (a) The employee advises the employer or the employer's agent of such intention not later than the Tuesday immediately preceding the week-end in which the employee so returns;
  - (b) The employee is not required for work during that week-end;
  - (c) The employee returns to the job on the first working day following the week-end; and
  - (d) The employer does not provide, or offer to provide, suitable transport.

- (7) Where an employee, supplied with board and lodging by the employer, is required to live more than 800 metres from the job, the employee shall be provided with suitable transport to and from that job or be paid an allowance of \$15.70 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.

## 20. - 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.

#### 21. - HOLIDAYS AND ANNUAL LEAVE

- (1) (a) The following days or the days observed in lieu shall, subject to this subclause and to paragraph (c) of subclause (1) of clause 12 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, Boxing Day.

Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in this subclause.

Provided further that for a worker employed north of the 26th parallel of South Latitude or within the area previously covered by Award No. 26 of 1950, Australia Day, Easter Monday, Foundation Day, Sovereign's Birthday and Boxing Day shall not be holidays but in lieu thereof there shall be added one week to the annual leave to which he is entitled under this clause.
- (b) When any of the days mentioned in paragraph (a) hereof falls on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or on a Monday the holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.
- (2) On any public holiday not prescribed as a holiday under this award, the employer's establishment or place of business may be closed, in which case a worker need not present himself for duty and payment may be deducted, but if work be done, ordinary rates of pay shall apply.
- (3) (a) Except as hereinafter provided a period of four consecutive weeks' leave with payment as prescribed in paragraph (b) hereof shall be allowed annually to a worker by his employer after a period of twelve months' continuous service with that employer.
- (b) (i) A worker before going on leave shall be paid the wages he would have received in respect of the ordinary time he would have worked had he not been on leave during the relevant period.
- (ii) Subject to paragraph (c) hereof a worker shall, where applicable, have the amount of wages to be received for annual leave calculated by including the following where applicable.

- (aa) The rate including the special payment, applicable to him as prescribed in the First Schedule to this award and the rates prescribed by clauses 20. - Location Allowance and 28. - Lift Industry Allowance of the award;
  - (bb) Subject to paragraph (c)(ii) hereof the rate prescribed for work in ordinary time by clause 13. - Shift Work of the award according to the worker's roster or projected roster including Saturday and Sunday shifts;
  - (cc) The rate payable pursuant to clause 7. - Higher Duties calculated on a daily basis, which the worker would have received for ordinary time during the relevant period whether on a shift roster or otherwise;
  - (dd) Any other rate to which the worker is entitled in accordance with his contract of employment for ordinary hours of work; provided that this provision shall not operate so as to include any payment which is of a similar nature to or is paid in lieu of those payments prescribed by clause 12. - Overtime, clause 17. - Car Allowance, clause 18. - Fares and Travelling Time or clause 19. - Distant Work, of this award, nor any payment which might have become payable to the worker as reimbursement for expenses incurred.
- (c) In addition to any payment for his annual leave a worker shall receive a loading calculated on the rate of wage prescribed by paragraph (b) hereof. This loading shall be as follows:
  - (i) Day Workers - A worker who would have worked on day work had he not been on leave - a loading of 17 1/2 per cent.
  - (ii) Shift Workers - A worker who would have worked on shift work had he not been on leave - a loading of 17 1/2 per cent.

Provided that where the worker would have received shift loadings prescribed by clause 13 - Shift Work had he not been on leave during the relevant period and such loading would have entitled him to a greater amount than the loading of 17 1/2 per cent, then the shift loadings shall be added to the rate of wage prescribed by paragraph (b)(ii)(aa) hereof in lieu of the 17 1/2 per cent loading.

Provided further, that if the shift loading would have entitled him to a lesser amount than the loading of 17 1/2 per cent then such loading of 17 1/2 per cent shall be added to the rate of wage prescribed by paragraph (b) but not including paragraph (b)(ii)(bb) hereof in lieu of the shift loadings.

The loading prescribed by this subclause shall not apply to proportionate leave on termination.
- (4)
  - (a) A seven day shift worker, i.e. a shift worker who is rostered to work regularly on Sundays and holidays shall be allowed one week's leave in addition to the leave to which he is otherwise entitled under this clause.
  - (b) Where a worker with twelve months' continuous service is engaged for part of a qualifying twelve-monthly period as a seven day shift worker, he shall be entitled to have the period of annual leave to which he is otherwise entitled under this clause increased by one-twelfth of a week for each completed month he is continuously so engaged.
- (5) If any award holiday falls within a worker's period of annual leave and is observed on a day which in the case of that worker would have been an ordinary working day there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid.
- (6)
  - (a) A worker whose employment terminates after he has completed a twelve monthly qualifying period and who has not been allowed the leave prescribed under this clause in respect of that qualifying period shall be given payment pursuant to paragraphs (b) and (c) of subclause (3) of

this clause in lieu of that leave or, in a case to which subclause (9), (10), or (11) of this clause applies, in lieu of so much of that leave as has not been allowed unless -

- (i) He has been justifiably dismissed for misconduct; and
    - (ii) the misconduct for which he has been dismissed occurred prior to the completion of that qualifying period.
  - (b) If, after one month's continuous service in any qualifying 12 monthly period an employee lawfully leaves his employment or the employee's employment is terminated by the employer through no fault of the employee, the employee shall be paid 2,923 hours' pay at the rate of wage prescribed by paragraph (b) of subclause (3) of this clause, divided by 38, in respect of each completed week of continuous service.
- (7) Any time in respect of which a worker is absent from work except time for which he is entitled to claim sick pay or time spent on holidays or annual leave as prescribed by this award shall not count for the purpose of determining his right to annual leave.
- (8) In the event of a worker being employed by an employer for portion only of a year, he shall only be entitled, subject to subclause (6) of this clause to such leave on full pay as is proportionate to the length of service during that period with such employer, and if such leave is not equal to the leave given to the other workers he shall not be entitled to work or pay whilst the other workers of such employer are on full pay.
- (9) Annual leave shall be given and taken in one or two continuous periods. If the annual leave is given in two continuous periods then one of those periods must be at least three consecutive weeks. Provided that if the employer and employee so agree then the employee's annual leave entitlement may be given in two separate periods, neither of which is of at least three consecutive weeks, or in three separate periods.
- Provided further that an employee may, with the consent of the employer, take short term annual leave not exceeding five days in any calendar year, at a time or times separate from any of the periods determined in accordance with this subclause.
- (10) Where an employer closes down his business, or a section or sections thereof, for the purposes of allowing annual leave to all or bulk of the workers in the business, or section or sections concerned, the following provisions shall apply:
- (a) He may be giving not less than one month's notice of his intention so to do, stand off for the duration of the close-down all workers in the business or section or sections concerned.
  - (b) An employer may close down his business for one or two separate periods for the purpose of granting annual leave in accordance with this subclause. If the employer closes down his business in two separate periods one of those periods shall be for a period of at least three consecutive weeks. Provided that where the majority of the workers in the business or section or sections concerned agree, the employer may close down his business in accordance with this subclause in two separate periods neither of which is of at least three consecutive weeks, or in three separate periods. In such cases the employer shall advise the workers concerned of the proposed date of each close-down before asking them for their agreement.
- (11) (a) An employer may close down the business, or section or sections thereof, for a period of at least three consecutive weeks and grant the balance of the annual leave due to an employee in one continuous period in accordance with a roster. Provided that by agreement with the majority of employees concerned, an employer may close down the plant for a period of least 14 consecutive days including non-working days and grant the balance of the annual leave due to an employee by mutual arrangement.
- (b) An employer may close down his business, or a section or sections thereof for a period of less than three consecutive weeks and allow the balance of the annual leave due to a worker in one or two continuous periods, either of which may be in accordance with a roster. In such a case

the granting and taking of annual leave shall be subject to the agreement of the employer and the majority of the workers in the business, or a section or sections thereof respectively and before asking the workers concerned for their agreement, the employer shall advise them of the proposed date of the close-down or close-downs and the details of the annual leave roster.

- (12) The provisions of this clause shall not apply to casual workers.

## 22. - ABSENCE THROUGH SICKNESS

- (1) (a) An employee who is unable to attend or remain at the employee's 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 placitums (i) and (ii) of paragraph (a) of subclause (3) 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 placitums (iii) or (iv) of paragraph (a) of subclause (3) 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:-
- $$\frac{\text{duration of absence in days}}{\text{hours normally worked that day}} \times \text{appropriate weekly rate}$$
- An employee shall not be entitled to claim payment for personal ill health or injury nor will the employee's sick leave entitlement be reduced if such ill health or injury occurs on the week day the employee is to take off duty in accordance with placitums (iii) or (iv) of paragraph (a) of subclause (3) 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 sixth of a week for each completed month of service with the employer.
- (d) If in the first or successive years of service with the employer an employee is absent on the ground of personal ill health or injury for a period longer than the employee's entitlement to paid sick leave, payment may be adjusted at the end of that year of service, or at the time the employee's services terminate, if before the end of that year of service, to the extent that the employee has become entitled to further paid sick leave during that year of service.
- (2) The unused portions of the entitlement to paid sick leave in any one year shall accumulate from year to year and subject to this clause may be claimed by the employee if the absence by reason of personal ill health or injury exceeds the period for which entitlement has accrued during the year at the time of the absence. Provided that an employee shall not be entitled to claim payment for any period exceeding ten weeks in any one year of service.
- (3) To be entitled to payment in accordance with this clause the employee shall as soon as reasonably practicable advise the employer of his inability to attend for work, the nature of his illness or injury and

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

- (4) The provisions of this clause do not apply to an employee who fails to produce a certificate from a medical practitioner dated at the time of the absence or who fails to supply such other proof of the illness or injury as the employer may reasonably require provided that the employee shall not be required to produce a certificate from a medical practitioner with respect to absences of two days or less unless after two such absences in any year of service the employer requests in writing that the next and subsequent absences in that year if any, shall be accompanied by such certificate.
- (5)
  - (a) Subject to the provisions of this subclause, the provisions of this clause apply to an employee who suffers personal ill health or injury during the time when the employee is absent on annual leave and an employee may apply for and the employer shall grant paid sick leave in place of paid annual leave.
  - (b) Application for replacement shall be made within seven days of resuming work and then only if the employee was confined to the employee's place of residence or a hospital as a result of his personal ill health or injury for a period of seven consecutive days or more and the employee produces a certificate from a registered medical practitioner that the employee was so confined. Provided that the provisions of this paragraph do not relieve the employee of the obligation to advise the employer in accordance with subclause (3) of this clause if the employee is unable to attend for work on the working day next following the employee's annual leave.
  - (c) Replacement of paid annual leave by paid sick leave shall not exceed the period of paid sick leave to which the employee was entitled at the time the employee proceeded on annual leave and shall not be made with respect to fractions of a day.
  - (d) Where paid sick leave has been granted by the employer in accordance with paragraphs (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid sick leave is hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the employee or, failing agreement, shall be added to the employee's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions of Clause 21. - 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 21. - Holidays and Annual Leave shall be deemed to have been paid with respect to the replaced annual leave.
- (6) Where a business has been transmitted from one employer to another and the employee's service has been deemed continuous in accordance with subclause (3) of Clause 2 of the Long Service Leave provisions published in Volume 66 of the Western Australian Industrial Gazette at pages 1-4, the paid sick leave standing to the credit of the employee at the date of transmission from service with the transmittor shall stand to the credit of the employee at the commencement of service with the transmittor and may be claimed in accordance with the provisions of this clause.
- (7) The provisions of this clause with respect to payment do not apply to employees who are entitled to payment under the Workers' Compensation Act nor to employees whose injury or illness is the result of the employee's own misconduct.
- (8) The provisions of this clause do not apply to casual employees.

### 23. - LONG SERVICE LEAVE

The Long Service Leave provisions published in Volume 59 of the "Western Australian Industrial Gazette" at pages 1 to 6 both inclusive shall be deemed to be part of this award.

### 24. - BEREAVEMENT LEAVE

A worker other than a casual worker, shall be entitled to a maximum of two day's leave without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of the worker's husband, wife, father, mother, brother, sister or child.

### 25. - REPRESENTATIVE INTERVIEWING WORKERS

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

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

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

### 27. - BOARD OF REFERENCE

- (1) The Commission hereby appoints, for the purposes of this award, a Board of Reference consisting of a Chairman and two other members who shall be appointed pursuant to section 48 of the Industrial Arbitration Act, 1979.
- (2) The Board of Reference is hereby assigned the function of allowing, approving, fixing, determining or dealing with any matter which, under this award, may be allowed, approved, fixed, determined or dealt with by a Board of Reference.

### 28. - LIFT INDUSTRY ALLOWANCE

- (1) Tradespeople and their assistants who perform work in connection with the installation, servicing, repairing and/or maintenance of lifts and escalators, other than in the employer's workshops, shall be paid an amount of \$112.50 per week as a lift industry allowance in consideration of the peculiarities and disabilities associated with such work and in recognition of the fact that employees engaged in such work may be required to perform and/or assist to perform, as the case may be, any of such work.

- (2) Apprentices shall be paid a percentage of the Lift Industry Allowance per week as follows -

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

- (3) A Junior Worker shall be paid a percentage of the Lift Industry Allowance per week as follows -

Junior Workers (Male)	%
Under 16 years of age	35
Between 16 and 17 years	40
Between 17 and 18 years	48
Between 18 and 19 years	55
Between 19 and 20 years	75
Between 20 and 21 years	88

- (4) An employee who is ordinarily engaged in the employers workshop and who, from time to time is required to perform any of the work prescribed in subclause (1) hereof shall in respect of such work, be entitled to payment of portion of the lift industry allowance in accordance with the provisions of clause 7. - Higher Duties.

- (5) The lift industry allowance prescribed in subclauses (1), (2) and (3) hereof shall be paid for all purposes of the Award.
- (6) Nothing herein shall in itself operate to reduce the allowance to any worker below that received by him at the date of this Award.

#### 29. - DISPUTE SETTLEMENT PROCEDURE

- (1) The parties agree that observance of a Dispute Settling Procedure by all parties will lead to increased efficiency. To this end the parties agree to the following in the case of a dispute:
  - (a) Discussions in the first instance shall take place between the employee/s concerned and the immediate supervisor.
  - (b) Discussions between the employee/s concerned and, at their or the company request, the appropriate union's Shop/Delegates and the immediate supervisor.
  - (c) Discussions involving the employee/s, the Shop Steward/s and more Senior Management.
  - (d) Discussions involving representatives from the state branch of the union/s concerned and employer representatives where necessary.
  - (e) Discussions involving senior union officials (State Secretary or nominated representative) and employer representatives where necessary.

There should be an opportunity within the procedures for any party to raise the issue to a higher stage.

- (2) There shall be a commitment by the parties to achieve adherence to the procedures. This will be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.
- (3) Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded.
- (4) Reasonable time limits where applicable, will be placed on completion of discussions throughout the procedures.
- (5) Emphasis shall be placed on a negotiated settlement. However, the procedure shall provide that after the negotiation process has been exhausted the grievance may be referred to the Western Australian Industrial Relations Commission for conciliation and other forms of assistance which may be acceptable to all parties.
- (6) In order to allow for the peaceful resolution of grievances every endeavour shall be made to avoid stoppages of work, lockouts or any other bans or limitations on the performances to work while the procedures of negotiation and conciliation are being followed.
- (7) The company shall ensure that all practices applied during the course of any dispute are in accordance with safe working practices and consistent with established custom and practice at the workplace.

#### 30. - DELETED

#### 31. - LIBERTY TO APPLY

Liberty is reserved to apply to amend in respect of -

- (1) Clause 34. - Redundancy if such a course is deemed to be appropriate because of changes in emerging industry standards.

### 32. - ADVERSE WEATHER

- (1) Application of this clause
- (a) The provisions of this clause shall apply to all employees employed on construction work as prescribed in Clause 3. - Area and Scope of this Award, with the exception of those personnel involved in the servicing, repairing and modernisation of Lifts and/or Escalators and those employees engaged in work outside the 26 Metropolitan Regional Shires and the Town of Mandurah and Bunbury.
  - (b) "Modernisation" referred to in (a) above shall mean work involving extension of lift travel and/or total or partial replacement of lift and escalator equipment in an existing building, such work not being exposed to outside weather.
- (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 his/her 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.
- (4) Where it is agreed conditions referred to in subclause (2) do prevail, employees can 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 can 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 can 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) 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.
- (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 (2), (3) and (4) 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.

### 33. - SUPERANNUATION

- (1) In accordance with this clause and subject to the rules of the Fund, each employer shall, on behalf of each eligible full-time, part-time or casual employee, as defined under the rules of the relevant Fund, pay a weekly contribution at the rate of three percent of ordinary time earnings into an approved occupational superannuation fund.
- (2) For the purposes of the clause -
  - (a) "Ordinary time earnings" shall mean the classification wage rate including, where appropriate, special payments, any electrical licence allowance, any over award payments, leading hand allowance, tool allowance, lift industry allowance under the Award and shift loadings including weekend and public holiday rates where the shift worked is part of the employees ordinary hours of work.
  - (b) "Approved occupational superannuation fund" shall mean any superannuation fund which meets the operational standards for occupational superannuation schemes.
  - (c) For the purposes of this clause, the preferred Occupational Superannuation Scheme is Westscheme.
- (3) Where an employee elects to make additional voluntary contributions to the superannuation fund by way of wage deductions, the employer shall facilitate such deductions in accordance with the employee's directions and the rules of the fund.
- (4)
  - (a) This clause shall not apply to an employer who as of 19 September 1990 or as at the date of becoming respondent to this Award, is already satisfying, and continues to satisfy the requirements of subclause (1) hereof by providing new or improved superannuation benefits or contributions equivalent to 3% of ordinary time earnings in accordance with the Occupational Superannuation Standards Act and Regulations.
  - (b) In circumstances where a Union is concerned about a fund utilised in subclause (4)(a) hereof, it may challenge the suitability of that fund with the employer and in the event of this dispute may be referred to the West Australian Industrial Relations Commission for determination.
- (5)
  - (a) Contributions as prescribed in subclause (1) hereof shall continue whilst a member of the fund is absent on paid annual leave, paid sick leave, long service leave, public holidays, jury service and bereavement leave.
  - (b) Contributions shall not be required in respect of any absence from work without pay.
- (6) No Reduction

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

### 34. - REDUNDANCY

- (1) Definition

"Redundancy" means a situation where an employee ceases to be employed by an employer, respondent to this Award, other than for reasons 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 by this Award) with his or her employer provided that any service prior to 19 October 1989 shall not be counted as service.

PERIOD OF CONTINUOUS SERVICE WITH AN EMPLOYER REDUNDANCY/SEVERANCE PAY

1 year or more but less than 2 years	2.4 weeks' pay plus, for all 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 less than 3 years	4.8 weeks' pay plus, for all 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 less than 4 years	7 weeks' pay plus, for all 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) "Weeks' pay" means the ordinary time rate of pay at the time of termination for the employee concerned.
- (4) 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.
- (5)
  - (a) Any period of service as a casual shall not entitle an employee to accrue service in accordance with this clause for that period.
  - (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.
- (6) 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 Unions 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 the payments to the employee shall be made in accordance with the rules of the fund or any agreement relating thereto and the employee shall be entitled to the fund benefit or the Award benefit whichever is the greater but not both.
- (7) Employee Leaving During Notice
 

An employer whose employee 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.

(8) Transmission of Business

- (a) Where the business is, before or after the date of this Award, transmitted from an employer (in this subclause called "the transmittor") to another employer (in this subclause called "the transmittee") and an employee who at the time of such transmission was an employee of the transmittor 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;
  - and
  - (ii) The period of employment which the employee has had with the transmittor or any prior transmittor 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 by operation of law and "transmitted" has a corresponding meaning.

#### APPENDIX - RESOLUTION OF DISPUTES REQUIREMENTS

- (1) This Appendix is inserted into the award/industrial agreement as a result of legislation which came into effect on 16 January 1996 (Industrial Relations Legislation Amendment and Repeal Act 1995) and further varied by legislation which came into effect on 23 May 1997 (Labour Relations Legislation Amendment Act 1997).
- (2) Any dispute or grievance procedure in this award/industrial agreement shall also apply to any questions, disputes or difficulties which may arise under it.
- (3) With effect from 22 November 1997 the dispute or grievance procedures in this award/industrial agreement is hereby varied to include the requirement that persons involved in the question, dispute or difficulty will confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Commission.

# FIRST SCHEDULE - WAGES

- (1) (a) The rate of wage payable to each employee covered by this Award shall be set out hereunder and shall comprise the base rate and supplementary payment for each classification and in addition the special payment assigned to the class of work.

Classifications	Rate Per Week\$	Arbitrated Safety Net Adjustment\$	Total Rate\$
Lift Industry Employee Grade 5 Electrician Special Class	457.50	347.10	804.60
Lift Industry Employee Grade 4 Fitter Erector	447.30	346.80	794.10
Lift Industry Employee Grade 3 Electrical fitter Electrical Installer Fitter	432.50	346.30	778.80
Lift Industry Employee Grade 2 Tool & Material Storeperson	392.40	342.80	735.20
Lift Industry Employee Grade 1 Tradesperson's Assistant	378.60	342.40	721.00

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

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

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

- (2) Interim Arrangements:

The wage rates and classification structure as prescribed in subclause (1) hereof are an interim measure to allow the parties to facilitate a testing process of the new classification structure in the lift industry and to assist in the smooth transition from the old classification structure to the new classification structure when finalised.

- (3) Leading Hands:

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

\$

- |     |  |       |
|-----|--|-------|
| (a) | If placed in charge of not less than three and not more than ten other employees | 30.30 |
| (b) | If placed in charge of more than ten and not more than twenty other employees    | 46.10 |
| (c) | If placed in charge of more than twenty other employees                          | 59.50 |

(4) Apprentices:

(Wage rate per week expressed as a percentage of the base rate, supplementary payment and additional payment shown for a Lift Industry Worker Grade 3)

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

(5) Junior Workers:

(Wage rate expressed as a percentage of the Lift Industry Worker Grade 1 base rate, supplementary payment and additional payment).

	Base Rate Per Week %	Supp. Pay & Add. Pay Per Week %
Under 16 years of age	35	30
Between 16 and 17 years of age	45	35
Between 17 and 18 years of age	55	40
Between 18 and 19 years of age	65	48
Between 19 and 20 years of age	78.5	55
Between 20 and 21 years of age	93	75

- (6)
  - (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 as an apprentice the employer shall pay a tool allowance of:-
    - (i) \$16.70 per week to such tradesperson; or
    - (ii) In the case of an apprentice a percentage of \$16.70 being the percentage which appears against their years of apprenticeship in Clause 3 of this schedule, 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.
  - (b) Any tool allowance paid pursuant of paragraph (a) of this Clause shall be included in, and form part of, the ordinary weekly wage prescribed in this schedule.
  - (c) An employer shall provide for the use of tradesperson or apprentices all necessary power tools, special purpose tools and precision measuring instruments.
  - (d) A tradesperson or apprentice shall replace or pay for any tools supplied by their employer if lost through their negligence.
- (7) Structural Efficiency:
  - (a) The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and international competitiveness of the Lift Industry and to enhance the career opportunities and job security of employees in the industry.
  - (b) The parties will establish working groups for the testing and/or trialling of various skill levels and to enable proper consultation with both employees and employers in the industry on matters consistent with the objectives of subclause (a) herein. The parties shall process any such matters through the working groups.
  - (c) Measures raised for consideration consistent with subclause (c) herein shall be related to implementation of new classification structure, any facilitative provisions contained in this Award and matters concerning training.
  - (d) Without limiting the rights of either an employer or a Union to arbitration, any other measure designed to increase flexibility on a site or within an enterprise sought by any party shall be notified to the relevant working group and by agreement of the parties involved shall be implemented subject to the following requirements:
    - (i) The changes sought shall not affect provisions reflecting national standards recognised by the Western Australian Industrial Relations Commission.
    - (ii) The working group will consider the implications of the proposed measures for existing on-site arrangements.
    - (iii) The majority of employees affected by any change at the site or enterprise must genuinely agree to the change.
    - (iv) No employee shall lose income as a result of the change.
    - (v) The relevant Union or Unions must be a party to the agreement.
    - (vi) The relevant Union or Unions shall not unreasonably oppose any agreement.
    - (vii) Any agreement shall be subject, where appropriate, to approval by the Western Australian Industrial Relations Commission and, if approved, shall operate as a Schedule to this Award and take precedence over any provision of this Award to the extent of any inconsistency.

- (e) Award restructuring should be given its wider meaning, and should not be confined to the restructuring of classifications but may extend to the review of other restrictive provisions which currently operate. To that end, such restrictive provisions will be reviewed on an on-going basis.
  - (f) The parties to this Award recognise that in order to increase the efficiency, productivity and international competitiveness of 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 utilization of skills acquired.
  - (h) Any disputes arising in relations to the implementation of this Clause shall be subject to the provisions of Clause 29, - Dispute Settlement Procedure.
- (8) Award Modernisation
- (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 in the restructuring process.
  - (b) The parties commit themselves to the following principles as part of the structural efficiency process and have agreed to participate in a testing process in accordance with the provisions of this Clause:
    - (i) Acceptance in principle that any new Award skill level definitions developed will be more suitable for the needs of the industry, sometimes more broadly based, in other matters more truly reflective of the different skill levels of the tasks now performed, but which shall incorporate the ability for an employee to perform a wider range of duties where appropriate.
    - (ii) The parties will seek to create a genuine career path for employees which allows advancement based on industry accreditation and access to training.
    - (iii) Co-operation in the transition from the old structure to any new structure in an orderly manner without creating false expectations or disputation.

SECOND SCHEDULE - RESPONDENTS

E.P.L. - Kone

Otis Elevators Company Pty Limited

Schindler Grant Lifts Pty Limited

### THIRD SCHEDULE - MEMORANDUM OF AGREEMENT

- (1) In line with the decision of the Commission in Court Session in Application No. 1940 of 1989 the parties are committed to Award Restructuring which will provide for improvement in efficiency and productivity in the Lift Industry.
- (2) The parties agree that Award Restructuring will also provide the opportunity for employees to obtain better paid and more varying and fulfilling jobs.
- (3) A main desire of the parties is to develop a new wage and classification structure which will promote the objectives sought in points (1) and (2) above.
- (4) To enhance the implementation of award restructuring in this State and to allow for the particular needs of the industry in Western Australia to be explored and addressed, the parties agree to establish a State working group to examine the national proposals for award restructuring and to examine all other proposals considered appropriate by the parties to award restructuring for the lift industry in Western Australia including any new classification structure and appropriate definitions. The State working group will consult and liaise with any Federal Award working parties where appropriate.
- (5) The parties accept that training in the non-trade, trade and post-trade areas is broadening and changing and commit themselves to assist in developing agreed training modules and courses within the structures provided by the State Employment Skills Development Authority (S.E.S.D.A.) (when operative) and the appropriate training board or any other agreed accredited body/authority.
- (6) The parties state that award restructuring should not be used as a vehicle for job shedding. On the contrary, through improved industry competitiveness, award restructuring should enhance job security.
- (7) The parties agree to discuss all structural efficiency measures and are committed to modernising the terms of the award so that it provides for more flexible working arrangements, improves the quality of working life, enhances skills and job satisfaction and assists positively in the restructuring process.
- (8) The parties agree that structural efficiency measures are not a repeat of the second tier exercise and note that proposals for change should not be approached in a negative cost cutting manner.
- (9) In the transition from the old classification structure to any new structure that may be developed and to avoid disputation on future reclassification the following principles and procedures should apply.
  - (a) Employees will transfer to any new classification structure without loss of pay in accordance with a schedule agreed between the parties which will "line-up" the old classifications with any new levels.
  - (b) In the event that there is a claim for reclassification by an existing employee to a higher level under any new structure on the ground that the employee possesses equivalent skill and knowledge gained through on the job experience or on any other ground the following principles apply -
    - (i) The parties agree that the existing award disputes avoidance procedures shall be followed;
    - (ii) Agreed competency standards shall be established by the parties in conjunction with T.A.F.E. and S.E.S.D.A. (when operative) for all levels in any new classification structure before any claims for reclassification are processed;
    - (iii) An agreed authority such as T.A.F.E. or S.E.S.D.A. (when operative) shall test the validity of an employee's claim for reclassification.
  - (c) Reclassification to any higher level shall be contingent upon such additional work being available and required to be performed by the employer.

- (10) Adult Apprenticeships will be an integral part of any restructured award classification structure.
- (11) Consistent with the A.C.T.U.'s undertaking to the National Wage Case decision and in accordance with the State Wage Case decision employees shall perform a wider range of duties including work which is incidental or peripheral to their main trades or functions, subject to safety requirements and the individual's competency to perform the work. However, such incidental or peripheral work shall not have the effect of de-skilling either individual employees or classifications.
- (12) The parties recognise that for industry restructuring to be effective the process must be on going, particularly in respect to training. However, it is acknowledged that prior to the second monetary amounts referred to in the September 1989 State Wage Case being available the parties will have demonstrated compliance with award restructuring under the State Wage Principles by State award changes being made.

FOURTH SCHEDULE - NAMED PARTIES TO THE AWARD

Unions Parties:

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

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

APPENDIX - S.49B - INSPECTION OF RECORDS REQUIREMENTS

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

VARIATION RECORD

**LIFT INDUSTRY (ELECTRICAL AND METAL TRADES) AWARD 1973,**

**NO. 9 OF 1973**

Delivered 16/07/73 at 53 WAIG 778

Consolidated 14/07/82 at 62 WAIG 2245

and 71 WAIG 2667 and 76 WAIG 5038

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	76 WAIG 3368
(1A Statement of Principles - August 1996)				
	Cl & Title	940/97	14/11/97	77 WAIG 3177
(1A. Statement of Principles - November 1997)				
	Cl. & Title	757/98	12/06/98	78 WAIG 2579
(1A. Statement of Principles - June, 1998)				

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

Ins. Cl.	1269/00	30/11/00	80 WAIG 5593
Cl.	752/01	01/08/01	81 WAIG 1721
Cl.	797/02	01/08/02	82 WAIG 1369
Cl.	569/03	5/06/03	83 WAIG 1899 & 2387
(9)	1197/03	1/11/03	83 WAIG 3537
Cl.	570/04	4/06/04	84 WAIG 1521
Cl.	576/05	07/07/05	85 WAIG 2083, 2602
Cl.	957/05	07/07/06	86 WAIG 1631 & 2133
Cl.	1/07	01/07/07	87 WAIG 1487 & 2024
Cl.	115/07	01/07/08	88 WAIG 773 & 1255
Cl.	1/09	01/10/09	89 WAIG 735 & 1680
Cl.	2/10	01/07/10	90 WAIG 568 & 1123
Cl.	2/11	01/07/11	91 WAIG 1008 & 1526
Cl.	2/12	01/07/12	92 WAIG 1286
Cl.	1/13	01/07/13	93 WAIG 955
Cl.	1/14	01/07/14	94 WAIG 1175

2. Arrangement

Cl 30 Min wage G.O.	534/82	07/02/83	63 WAIG 379
Ins Junior Emp. G.O.	69/85	04/07/85	65 WAIG 1331
Cl. (ins 31 Liberty)	704/87	23/11/87	68 WAIG 769

Del. Junior Emp. G.O.	1333/87	16/12/87	68 WAIG 385
Ins 2A	890/88	16/08/88	69 WAIG 288
Del.2A	1940/89	08/09/89	69 WAIG 2913
Ins 32	696/89	30/11/89	70 WAIG 1105
Ins 2A & Third Sch; Amd Title of 30	1762/89(R)	23/11/89	70 WAIG 1106
Ins 33	2123/89	19/09/90	70 WAIG 4091
Ins 34	1980/90	26/02/91	71 WAIG 1011
Cl. 25 – Title	610/91	18/07/91	71 WAIG 2121
2A. title	1901/90	08/10/91	71 WAIG 2940
Ins. 1A.	1752/91	31/01/92	72 WAIG 191
18 Title	1141/92	15/10/92	72 WAIG 2577
Ins. Fourth Sch.	472(A)/93	19/05/93	73 WAIG 1948
1A. Title	1457/93	24/12/93	74 WAIG 198
1A. Title	985/94	30/12/94	75 WAIG 23
1A. Title	1164/95	21/03/96	76 WAIG 911
Ins. Appendix – Resolution...	693/96	16/07/96	76 WAIG 2768
Ins. Appendix – S.49B...	694/96	16/07/96	76 WAIG 2789
1A. Title	915/96	7/08/96	76 WAIG 3368
1A	940/97	14/11/97	77 WAIG 3177
1A. Title	757/98	12/06/98	78 WAIG 2579
Del. 1A	609/99	06/07/99	79 WAIG 1847
Ins. 1B, Del. 2A & rename 30.	1269/00	30/11/00	80 WAIG 5593

(2A, State Wage Principles – September 1988)

Ins cl.	890/88	16/08/88	69 WAIG 288
Del. G.O.	1940/89	08/09/89	69 WAIG 2913

(2A. State Wage Principles – September 1989)

Ins cl.	1762/89®	23/11/89	70 WAIG 1106
Cl. & title	1901/90	08/10/91	71 WAIG 2940

2A. State Wage Principles – June 1991

Del. G.O.	1269/00	30/11/00	80 WAIG 5592
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3. Area and Scope

4. Term

5. Definitions

6. Contract of Service

(9)	566/90(R2)	23/05/90	70 WAIG 2729
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7. Higher Duties

8. Under-Rate Workers

9. Apprentices

10. Junior Workers

## 11. Hours

Cls	704/87	23/11/87	68 WAIG 769
(1)(c) & (f)	566/90(R2)	23/05/90	70 WAIG 2729

## 12. Overtime

Cls	704/87	23/11/87	68 WAIG 769
(3)(f)	1762/89®	23/11/89	70 WAIG 1106
(3)(f)	1678/90	17/12/90	71 WAIG 398
(3)(f)	1901/90	08/10/91	71 WAIG 2940
(3)(f)	1141/92	15/10/92	72 WAIG 2577
(3)(f)	1300/93	27/10/93	73 WAIG 3439
(3)(f)	167/96	07/05/96	76 WAIG 1989
Rates – (3)(f)	1505/96	07/02/96	77 WAIG 489
(3)(f)	1269/00	30/11/00	80 WAIG 5593
(3)(f)	1672/01	20/11/01	81 WAIG 3074
(3)(f)	1967/02	31/01/03	83 WAIG 783
(3)(f)	1303/03	12/12/03	84 WAIG 38
(3)(f)	140/05	24/06/05	85 WAIG 3045
(3)(f)	785/05	19/09/05	85 WAIG 3535
(3)(f)	86/06	02/11/06	86 WAIG 3185
(3)(f)	89/07	26/09/07	87 WAIG 2830
(3)(f)	26/08	29/08/08	88 WAIG 1854
(3)(f)	63/09	11/12/09	90 WAIG 30

(3)(f)	14/2011	16/05/2011	91 WAIG 995
(3)(f)	43/12	26/09/12	92 WAIG 1744
(3)(f)	69/13	03/02/14	94 WAIG 94
(3)(f)	43/14	09/12/14	94 WAIG 1888

#### 13. Shift Work

Cl.	704/87	23/11/87	68 WAIG 769
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#### 14. Payment of Wages

Cl.	704/87	23/11/87	68 WAIG 769
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#### 15. Time and Wages Record

(2)	566/90(R2)	23/05/90	70 WAIG 2729
(2) Ins text.	491/98	16/04/98	78 WAIG 1471

#### 16. Special Rates and Provisions

Ins.(6)	696/89	30/11/89	70 WAIG 1105
(5)	1762/89®	23/11/89	70 WAIG 1106
(5) & (6)	566/90(R2)	23/05/90	70 WAIG 2729
(5) & (6)	1901/90	08/10/91	71 WAIG 2940
(5) & (6)	1404/98	17/09/98	78 WAIG 3824
(5) & (6)	1269/00	30/11/00	80 WAIG 5593
(5) & (6)	1672/01	20/11/01	81 WAIG 3074
(5) & (6)	1967/02	31/01/03	83 WAIG 783

(5) & (6)	1303/03	12/12/03	84 WAIG 38
(5) & (6)	140/05	24/06/05	85 WAIG 3045
(5) & (6)	785/05	19/09/05	85 WAIG 3535
(5) & (6)	86/06	02/11/06	86 WAIG 3185
(5) & (6)	89/07	26/09/07	87 WAIG 2830
(5) & (6)	26/08	29/08/08	88 WAIG 1854
(5) & (6)	63/09	11/12/09	90 WAIG 30
(5) & (6)	14/2011	16/05/2011	91 WAIG 995
(5) & (6)	43/12	26/09/12	92 WAIG 1744
(5) & (6)	69/13	03/02/14	94 WAIG 94
(5) & (6)	43/14	09/12/14	94 WAIG 1888

#### 17. Car Allowance

Cl.	240/85	27/05/85	65 WAIG 849
(3)	1678/90	17/12/90	71 WAIG 398
(3)	1901/90	08/10/91	71 WAIG 2940
(3)	1141/92	15/10/92	72 WAIG 2577
(3)	1300/93	27/10/93	73 WAIG 3439
(3)	167/96	07/05/96	76 WAIG 1989
(3)	1505/96	07/02/96	77 WAIG 489
(3)	1269/00	30/11/00	80 WAIG 5593
(3)	1672/01	20/11/01	81 WAIG 3074
(3)	1303/03	12/12/03	84 WAIG 38
(3)	140/05	24/06/05	85 WAIG 3045

(3)	785/05	19/09/05	85 WAIG 3535
(3)	86/06	02/11/06	86 WAIG 3185
(3)	26/08	29/08/08	88 WAIG 1854
(3)	43/12	26/09/12	92 WAIG 1744
(3)	69/13	03/02/14	94 WAIG 94
(3)	43/14	09/12/14	94 WAIG 1888

#### 18. Fares and Travelling

(2)(a)(b)(c)	1762/89®	23/11/89	70 WAIG 1106
(2)(a)(b)	1678/90	17/12/90	71 WAIG 398
(2)	1901/90	08/10/91	71 WAIG 2940
(2)	1141/92	15/10/92	72 WAIG 2577
(2)(a)(b)(c)	1300/93	27/10/93	73 WAIG 3439
(2)(a)(b)(c)	964/94	23/12/94	75 WAIG 406
(2)	167/96	07/05/96	76 WAIG 1989
Rates - (2)(a);(2)(b)&(2)(c)	1505/96	07/02/96	77 WAIG 489
(2)	1269/00	30/11/00	80 WAIG 5593
(2)	1672/01	20/11/01	81 WAIG 3074
(2)(3)&(4)	1303/03	12/12/03	84 WAIG 38
(2)	140/05	24/06/05	85 WAIG 3045
(2)	785/05	19/09/05	85 WAIG 3535
(2)	86/06	02/11/06	86 WAIG 3185
(2)	26/08	29/08/08	88 WAIG 1854
(2)	43/12	26/09/12	92 WAIG 1744

(2)	69/13	03/02/14	94 WAIG 94
(2)	43/14	09/12/14	94 WAIG 1888

#### 19. Distant Work

(6), (7)	1762/89(R)	23/11/89	70 WAIG 1106
(6), (7)	1678/90	17/12/90	71 WAIG 398
(6), (7)	1901/90	08/10/91	71 WAIG 2940
(6), (7)	1141/92	15/10/92	72 WAIG 2577
(6), (7)	1300/93	27/10/93	73 WAIG 3439
(6),(7)	964/94	23/12/94	75 WAIG 406
(6),(7)	167/96	07/05/96	76 WAIG 1989
Rates – (6)&(7)	1505/96	07/02/96	77 WAIG 489
(6), (7)	1269/00	30/11/00	80 WAIG 5593
(6) & (7)	1672/01	20/11/01	81 WAIG 3074
(6) & (7)	140/05	24/06/05	85 WAIG 3045
(6) & (7)	785/05	19/09/05	85 WAIG 3535
(6) & (7)	86/06	02/11/06	86 WAIG 3185
(6) & (7)	26/08	29/08/08	88 WAIG 1854
(6) & (7)	43/12	26/09/12	92 WAIG 1744
(6) & (7)	69/13	03/02/14	94 WAIG 94
(6) & (7)	43/14	09/12/14	94 WAIG 1888

20. Location Allowance

(1)(13)	834/89	01/07/89	69 WAIG 3217
Cl.	778/90	01/07/90	71 WAIG 398
Cl.	1049/91	01/07/91	71 WAIG 2753
Cl.	851/92	01/07/92	72 WAIG 2498
Cl.	943/93	01/07/93	73 WAIG 1989
Cl.	714/94	01/07/94	74 WAIG 1869
Cl.	641/95	01/07/95	75 WAIG 2125
Cl.	911/96	01/07/96	76 WAIG 3365
Cl.	1400/97	01/07/97	77 WAIG 2547
Cl.	975/98	01/07/98	78 WAIG 2999
Cl.	690/99	01/07/99	79 WAIG 1843
Cl.	1050/00	01/08/00	80 WAIG 3153
Cl.	718/01	01/08/01	81 WAIG 1559
Cl.	686/02	01/07/02	82 WAIG 1185
Cl.	570/03	01/07/03	83 WAIG 1657
(6)(7)	1303/03	12/12/03	84 WAIG 38
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

#### 21. Holidays and Annual Leave

(1)(c)	660/83 332/84	& 06/04/84	64 WAIG 1245
Del (b)(c)in (6); add (b)	704/87	23/09/87	68 WAIG 769
(9)(11)(a)	566/90R2	23/04/90	70 WAIG 2729

#### 22. Absence Through Sickness

Cl.	704/87	23/11/87	68 WAIG 769
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#### 23. Long Service Leave

#### 24. Bereavement Leave

#### 25. Representative Interviewing Workers

#### 26. Posting of Award and Union Notices

#### 27. Board of Reference

## 28. Lift Industry Allowance

(1)	1762/89(R)	23/11/89	70 WAIG 1106
(1)	566/90(R2)	23/05/90	70 WAIG 2729
(1)	1679/90	24/06/91	71 WAIG 2053
(1)	1901/90	08/10/91	71 WAIG 2940
(1)	1404/98	17/09/98	78 WAIG 3824
(1)	1269/00	30/11/00	80 WAIG 5593
(1)	1967/02	31/01/03	83 WAIG 783
(1)	1303/03	12/12/03	84 WAIG 38
(1)	140/05	24/06/05	85 WAIG 3045
(1)	785/05	19/09/05	85 WAIG 3535
(1)	86/06	02/11/06	86 WAIG 3185
(1)	89/07	26/09/07	87 WAIG 2830
(1)	26/08	29/08/08	88 WAIG 1854
(1)	63/09	11/12/09	90 WAIG 30
(1)	14/2011	16/05/2011	91 WAIG 927
(1)	43/12	26/09/12	92 WAIG 1744
(1)	69/13	03/02/14	94 WAIG 94
(1)	43/14	09/12/14	94 WAIG 1888

## (29. No Extra Claims)

Cl. & title deleted by	704/87	23/11/87	68 WAIG 769
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## 29. Dispute Settlement Procedure

Ins cl.	704/87	23/11/87	68 WAIG 769
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(30. Minimum Wage – Adult Males and Females)

Ins by G.O.	534/82	07/02/83	63 WAIG 379
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(30. Minimum Wage – Adult Employees)

Min. Wage \$248.80	1940/89	01/10/89	69 WAIG 2913
Cl; alter title	1762/89®	23/11/89	70 WAIG 1106
Min Wage \$268.80	1309 & 1310/91	24/09/91	71 WAIG 2748
Cl.	1901/90	08/10/91	71 WAIG 2940
Min. Wage \$275.50	415A/92	30/11/92	73 WAIG 4
Cl.	1505/96	02/05/97	77 WAIG 1507
Min.wage prov	940/97	14/11/97	77 WAIG 3177
Min Wage & text.	609/99	01/08/99	79 WAIG 1847
Cl.	654/00	01/08/00	80 WAIG 3379
Del. Cl.	1269/00	30/11/00	80 WAIG 5593

30. Minimum Wage – Adult Employees

Del Cl	1269/00	30/11/00	80 WAIG 5593
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30. Deleted

Ins Cl	1269/00	30/11/00	80 WAIG 5593
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31. Liberty to Apply

Ins cl.	704/87	23/11/87	68 WAIG 769
Ins (3)	1980/90	26/02/91	71 WAIG 1011
Del. (1) & (2); Re-numb. (3) as (1)	610/91	18/07/91	71 WAIG 2121

### 32. Adverse Weather

Ins cl.	696/89	30/11/89	70 WAIG 1105
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### 33. Superannuation

Ins. Cl.	2123/89	19/09/90	70 WAIG 4091
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(4)(b)	610/91	18/07/91	71 WAIG 2121
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### 34. Redundancy

Ins cl.	1980/90	26/02/91	71 WAIG 1011
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### Appendix – Resolution of Disputes Requirements

Ins. Appendix	693/96	16/07/96	76 WAIG 2768
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App	2053/97	22/11/97	77 WAIG 3177
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### First Schedule – Wages

Del. para. (1)(2)(5)(a) ins (6) (1),(2),(5)(a) & (6).	1762/89®	23/11/89	70 WAIG 1106
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(1);(2);(5)(a);(6); & Ins. (7)	566/90(R2)	23/05/90	70 WAIG 2729
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(1);(2);(3)&(4); Ins.(5); Re-numb.subsequent subcl's as (6) – (8)	1679/90	24/06/91	71 WAIG 2053
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(1);(3);(6)	1901/90	08/10/91	71 WAIG 2940
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(1)	1666/93	01/01/94	74 WAIG 620
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(1)(a)&(b)	1036/96	29/10/96	76 WAIG 4689
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Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
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(1)(a)&(b)	1994/97	20/01/98	78 WAIG 1379
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(1)(a), ins. Text (1)(b);	1397/98	17/09/98	78 WAIG 3823
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(3) & (6)	1404/98	17/09/98	78 WAIG 3824
(1)(a) rates, (1)(b) ins. Text	609/99	01/08/99	79 WAIG 1847
Sch.	654/00	01/08/00	80 WAIG 3379
Ins. Cl.	1269/00	30/11/00	80 WAIG 5593
Sch.	752/01	01/08/01	81 WAIG 1721
(1) (a)	797/02	01/08/02	82 WAIG 1369
(3) & (6)(a)	1967/02	31/01/03	83 WAIG 783
Sch.	569/03	5/06/03	83 WAIG 1899 & 2387
(3)(6)	1303/03	12/12/03	84 WAIG 38
Sch.	570/04	4/06/04	84 WAIG 1521 & 1876
Sch.	576/05	07/07/05	85 WAIG 2083 & 2602
(3) & (6)	140/05	24/06/05	85 WAIG 3045
(3) & (6)	785/05	19/09/05	85 WAIG 3535
Sch.	957/05	07/07/06	86 WAIG 1631 & 2133
(3) & (6)	86/06	02/11/06	87 WAIG 277
Sch.	1/07	01/07/07	87 WAIG 1487 & 2024
(3) & (6)	89/07	26/09/07	87 WAIG 2830
Sch	115/07	01/07/08	88 WAIG 773 & 1255
(3) & (6)	26/08	29/08/08	88 WAIG 1854
Sch.	1/09	01/10/09	89 WAIG 735 & 1680
(3) & (6)	63/09	11/12/09	90 WAIG 30
Sch.	2/10	01/07/10	90 WAIG 568 & 1123
(3) & (6)	14/2011	16/05/2011	91 WAIG 927
Sch..	2/11	01/07/11	91 WAIG 1008 & 1526

Sch.	2/12	01/07/12	92 WAIG 1286
(3) & (6)	43/12	26/09/12	92 WAIG 1744
Cl.	1/13	01/07/13	93 WAIG 955
(3) & (6)	69/13	03/02/14	94 WAIG 94
Sch.	1/14	01/07/14	94 WAIG 1175
(3) & (6)	43/14	09/12/14	94 WAIG 1888

#### Second Schedule - Respondents

Schedule	704/87	23/11/87	68 WAIG 769
Change resp name	610/91	18/07/91	71 WAIG 2121
Del. Resp.	76/80 Pt 225	10/02/00	80 WAIG 607

#### (Third Schedule - 38 Hour Week Provisions)

Deleted by	704/87	23/11/87	68 WAIG 769
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#### Third Schedule - Memorandum of Agreement

Ins schedule	1762/89(R)	23/11/89	70 WAIG 1106
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#### Fourth Schedule - Named Parties to the Award

Ins. Sch.	472(A)/93	19/05/93	73 WAIG 1948
Sch.	167/96	07/05/96	76 WAIG 1989

Appendix - S.49B - Inspection of Records Requirements

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