

Building Trades (Government) Award 1968

1. AWARD STRUCTURE

1.1 TITLE

This award shall be known as the Building Trades (Government) Award 1968 and it shall replace Award No. 25 of 1958 as amended.

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1.3 – AREA AND SCOPE

- 1.3.1 Subject to subclauses 1.3.2 of this clause this Award shall apply to all building trades employees classified in Clause 4.2 - Wages or Schedule C – Award Restructuring and apprentices who are employed by a public sector employing authority as defined by the Public Sector Management Act 1994.
- 1.3.2 This Award shall not apply to work coming within the scope of, nor to employees whose conditions of employment are regulated by any other Award in force at the date of this Award, nor to work customarily performed by employees other than those bound by this Award.
- 1.3.3 This Award shall operate throughout the State of Western Australia

1.4 – TERM

The term of this award shall be one year from the first pay period commencing on or after 5th May 2006.

1.5 – DEFINITIONS

1.5.1 General:

- (a) "Union" means -
 - (i) The Construction, Forestry, Mining and Energy Union of Workers;
 - (ii) Building Trades Association of Unions of Western Australia (Association of Workers)

(iii) The Communications, Electrical, Plumbing Union of Workers

1.5.2 Bricklaying:

- (a) "Bricklayer" means an employee engaged in bricklaying, firework (including kiln work), furnaces or furnace work of any description, setting cement bricks, cement blocks and cement pressed work, setting coke slabs or coke bricks or plaster partition blocks and brick cutting, or any other work which comes or which may be adjudged to come within the scope of brick work generally.
- (b) "Stoneworker" means a person who does all or any of the following classes of work whether hammer dressed or sawn –
- (i) Foundation work;
- (ii) building random rubble encoursed or building squared rubble in courses or regular coursed rubble and dressing quoins or shoddies in connection with any such work; but this definition shall not of itself be taken to prejudice or effect the right of any other classes of tradesmen or employees to do any class or kind of work they have hitherto been accustomed to do.

1.5.3 Builders Labouring:

- (a) "Builders Labourer" means an employee engaged –
- (i) As a scaffolder, a rigger, a dogman, a gear hand, a hod carrier, a mortar mixer or a drainage employee employed in connection with building operations; or
- (ii) to wheel to and from the lift, or to fill boxes with materials to be lifted with winch, hoist, elevator or crane required for servicing bricklayers, plasterers or masons or to control any such winch or hoist, or to control a trowelling machine; or
- (iii) in underpinning and timbering basements, in the rough finishing of the surfaces for granolithic floors, in the bagging off or the broom finishing of concrete surfaces, in the preparation of granolithic surfaces but not the finishing thereof unless that work is otherwise referred to herein, in the erection of steel stanchions, girders and principals, in the erection of steel structural work when such work is part of the building contractor's contract and under their direct control, on furnace work and bakers' ovens, in mixing, preparing and delivering of materials used hot such as bitumen, trinidad, and other similar patented materials, in the setting and jointing of pipes for sewerage or storm water drainage, in the timbering of shafts, pits or wells in or around buildings, in the mixing of plastic materials and the cleaning up of floors and woodwork after the application of such materials, in preparing or bending or placing into position steel reinforcements in concrete in connection with building operations, in using a jack hammer in demolishing and removing buildings, in mixing, preparing or delivering or packing of concrete in connection with the erection of structures or buildings, in clearing excavating or levelling off sites for buildings when such work is under the building contractor's contract and under their direct control, or in road construction and in connection with approaches to buildings inside the building line (other than road construction work governed by any award of the Western Australian Industrial Commission); or
- (iv) in general labouring not provided for herein when such work is part of the building contractor's contract and under their direct control.
- (b) "Assistant Powder Monkey" means a builder's labourer assisting under the direct supervision of a powder monkey in placing and firing explosive charges excluding the operation of explosive powered tools.
- (c) "Assistant Rigger" means a builder's labourer assisting under the direct supervision of a rigger in erecting or placing in position the members of any type of structure (other than scaffolding and aluminium alloy structures) and for the manner of ensuring the stability of such members, for dismantling such structures or for setting up cranes or hoists other than those attached to scaffolding.

- (d) "Direct Supervision" means in relation to paragraphs (b) and (c) of this Clause, that the powder monkey or the rigger, as the case may be, must be present on the job to guide the work during its progress.
- (e) "Concrete Finisher" means a builder's labourer, other than a concrete floater, who is engaged in the hand finishing of concrete work.
- (f) "Concrete Floater" means a builder's labourer engaged in concrete work and using a wooden or rubber screeder or mechanical trowel or wooden float or engaged in bagging off or broom finishing.
- (g) "Drainer" means a builder's labourer directly responsible to their employer for the correct and proper laying of sewerage and drainage pipes.
- (h) "Leading Hand" means an employee who is given by the employer or their agent the responsibility of directing or supervising work in accordance with Clause 4.4 - Leading Hands.
- (i) "Scaffolder" means a builder's labourer engaged in the work of erecting or altering or dismantling scaffolding of all types.

1.5.4 Carpentry and Joinery:

- (a) "Carpenter and Joiner" means an employee engaged upon work ordinarily performed by a carpenter and joiner in any workshop establishment, yard or depot, or on site (including dams, bridges, jetties or wharves).

Without limiting the generality of the foregoing, such work may include:

- (i) The erection and/or fixing work in metal;
- (ii) (aa) The marking out, lining, plumbing and levelling of prefabricated form work and supports thereto;
- (bb) the erection and dismantling of such form work but without preventing builders' labourers from being employed on such work.
- (iii) the fixing of asbestos products, dry fixing of fibre plaster materials and the fixing of building panels, wall board and plastic material;
- (iv) the erection of curtain walling;
- (v) the setting out and laying of wood blocks or parquetry or wooden mosaic flooring; and
- (vi) the erecting of prefabricated buildings or section of buildings constructed in wood, prepared in factories, yards or on site.
- (b) "Detail Employee" means a carpenter and joiner who sets out and works upon staircases, bar, kitchen or office fittings or any similar detail work from architects' plans or blue prints.
- (c) "Setter Out" means a carpenter and joiner who sets out work (other than wood blocks or parquetry flooring) for three or more other carpenters and joiners.

1.5.5 Painting, Signwriting and Glazing:

"Painter" means an employee who applies paint or any other preparation used for preservation or decorative purposes –

- (a) to any building or structure of any kind or to any fabricated unit forming or intended to form part of any building or structure; or
- (b) to any machinery or plant.

The term includes any employee engaged in the hanging of wallpapers or substitutes therefore or in glazing, graining, gilding, decorating, applying plastic relief, putty glazing, or marbling and any employee who strips

off old wallpapers or who removes old paint or varnish or who is engaged in the preparation of any work for painting by an employee otherwise covered by this award or in the preparation of any materials required for that painting, but does not include an employee other than one who is engaged as a painter under this award, who is employed on work on which only one coat of paint or any other preparation used for preservative purposes is to be applied.

1.5.6 "Glazier" means an employee who –

- (a) fits and fixes leadlights and stained windows into prepared positions; or
- (b) fits and fixes glass or any of its kindred products, including vitrolite, into any place prepared for its reception or cuts such glass or such other products; or
- (c) cuts glass or any of its kindred products including vitrolite, for any purpose.

Provided that nothing in this definition shall apply to work done by shop salesmen, picture frame or furniture makers or by any other employee who at the date of this Award is bound by any award of the Western Australian Industrial Relations Commission or any industrial agreement made under the provisions of the Industrial Relations Act, 1979.

1.5.7 "Signwriter" means an employee who may prepare their own backgrounds and does any of the following work:

- (a) Lettering of every description, by brush, spray or any other method on any surface or material (other than the surface of a roadway);
- (b) pictorial or scenic painting by brush, spray or any other method on any surface or material.
- (c) designing for windows, posters, show window and theatre displays, honour rolls, illuminated addresses, neon signs, stencils, display banners or cut-out displays;
- (d) gilding, i.e. the application of gold, silver, aluminium or any metal leaf to any surface;
- (e) cutting out, laying out and finishing of cut- out displays of all descriptions; or
- (f) screen process work, i.e., the designing, setting up and operation for duplication or multiplication of signs on any material, whether of paper, fabric, metal, wood, glass, or any similar material. Provided however, that nothing contained in this definition, nor in this award, shall be deemed to prevent the employment of ticket writers at the rates of wage and subject to the conditions prescribed by the Ticket Writing Award No. 29 of 1958 as amended or replaced from time to time.

1.5.8 Plastering:

"Plasterer" means an employee engaged or usually engaged on plastering work which shall mean: -

- (a) All internal and external plastering and cementing whether manual or mechanical means be used, including hard wall plaster and texture work where the materials used in such texture work consist only of plaster or cement or both;
- (b) the fixing of wood lathing and metal lathing or any similar or other substitute which may be used as a ground for plastering work;
- (c) the fixing of precast plaster or any other kind of plaster required to be finished off with plastered joints;
- (d) the fixing of pressed cement work and ornaments and plaster partition blocks;
- (e) plastering in sewers, septic tanks, water channels and relining of pipes;
- (f) the fixing of plain and ornamental tiles on walls or floors;

- (g) the top dressing of concrete work finished in cement, granolithic or patent colouring, and all cement composition work and plain or fancy paving, except such work as is included in the definition of a builder's labourer unless such work is done by an employee who is engaged or employed as a plasterer;
- (h) the fixing and laying of cork or substitutes such as solomit in cool chambers and in refrigeration chambers; or the working of flintcote where used with sand, cement or granulated cork or sawdust

but plastering work shall not include: -

- (i) work authorised to be done by employees under any award or industrial agreement; or
- (ii) work done by plumbers.

1.5.9 Plumbing:

"Plumber" means an employee engaged or usually engaged in executing any general plumbing, ship plumbing, gas fitting, pipe fitting, lead burning, sanitary, heating and domestic engineering, industrial, commercial, medical, scientific and chemical plumbing. Without limiting the generality of the foregoing such work shall include the following:

- (a) The fixing of all soil, wastes and vent pipes to sanitary fixtures in galvanised mild steel, copper, brass, cast iron, plastic, P.V.C., sheet metal, asbestos, lead, glass or any other materials that may supersede the aforementioned.
- (b) Glazed earthenware pipes and fittings, fibrolite pipe and fittings, concrete pipe and fittings, plastic, P.V.C. pipe and fittings, and any other drainage materials that may be introduced in connection with precast concrete septic tanks, or any other manufactured septic tank which has been passed by the Health Department of Western Australia. Soak wells, french drains, leech drains, grease traps and all forms of effluent disposal.
- (c) The installation of all types of sanitary fixtures such as water closets, hand basins, sinks, urinals, slop hoppers, bidets, troughs and pan washers in stainless steel, sheet metal, plastic, P.V.C., cast iron or any other materials that may supersede those materials normally used by the plumber.
- (d) The fixing of all water supply pipes in galvanised mild steel, copper, brass, cast iron, plastic, P.V.C., fibrolite, stainless steel, concrete, hydraulic, aluminium, asbestos, lead or any other materials that may supersede those materials normally used from mains to buildings, swimming pools, display fountains, drinking fountains, ejectors, supply tanks, water filters, water softeners, glass washers, fire services including valves and all piping for sprinkler work, cooling towers and spray ponds used for industrial, manufacturing, commercial or any other purpose.
- (e) The installation of all types of hot water and heating systems including room heaters, sterilizers, clarifiers, condensation equipment, pumps, condensers and all piping for same in power houses, distributing and booster stations, bottling, distilling and brewery plants in connection with solid fuel, solar, fuel oil, gas (L.P. town and natural), electric (excluding electrical connections), all piping for power or heating purposes either by water, steam, air for heating, ventilating and air conditioning systems and any other equipment used in connection with medical, industrial, commercial, housing, scientific and chemical work.
- (f) All piping, setting and hanging of units and fixtures for air conditioning, cooling, heating, refrigeration, ice making, humidifying, dehumidifying, the installation of chilled water units including pumps and condensers, the setting and piping of instruments, measuring devices, thermostatic controls, gauge boards and other controls used in connection with power, heating, refrigeration, ventilating, air conditioning in manufacturing, mining and industrial work.
- (g) All pneumatic, compressed air and gas lines used in connection with above, oxygen or similar gases used for medical purposes and all piping, valves and fittings thereto.

- (h) The installation of centrifugal, propeller or other exhaust fans, duct work, fume cupboards, registers, dampers, in sheet metals, plastics, P.V.C., stainless steel, copper, aluminium or other materials that may supersede the aforementioned.
- (i) The installation of irrigation and reticulation services in material used by the plumbers, mild steel, copper, brass, cast iron, plastic, P.V.C., asbestos, lead or any other materials that may supersede the aforementioned.
- (j) All gas and arc welding, brazing, lead burning, soldered and wiped joints, expanding joints used in connection with the plumber.
- (k) The installation of all plumbing, pipe work and fittings in ships, aeroplanes, mobile or transportable homes etc.
- (l) The fitting and fixing of guttering, downpipes, ridging, rain heads, fascia capping and all other work associated with housing, commercial and industrial undertakings in galvanised iron, copper, aluminium, cast iron, P.V.C., fibreglass, stainless steel, asbestos, sheet metal, zinc, galvanised corrugated iron, patent steel decking, aluminium decking, copper decking, corrugated asbestos, galvanised iron sheeting, fibreglass, plastic sheeting and moulds, fitting of patent roof outlets such as "Fulgo" in ventilators, skylights and such.
- (m) The installation of all laboratory, research and scientific plumbing and fixtures including radio active plumbing etc.

1.5.10 Stonemasonry:

- (a) "Stonemason" means an employee who cuts by hand or fixes all classes of natural stone that has to be cut to a mould or template, or which has to be proven by a square or straight edge or set to a level or line.

The term includes an employee who fixes manufactured stone to the facade of a building.

- (b) "Natural Stone" includes granite, trachite, slate, bluestone, limestone, marble and sandstone.

1.5.11 "Special Class Tradesman" means a tradesman Carpenter and/or Joiner, Bricklayer, Plasterer or Stonemason who is engaged on work of restoration, renovation, preservation, or reconstruction of historical or "National Trust" type buildings, the performance of which requires the use of complex high quality trade skills and experience which are not generally exercised in normal construction work.

For the purpose of this definition complex and high quality trade skills and experience shall be deemed to be acquired by the tradesman:

- (a) having had not less than 12 months' on-the-job experience of such skilled work; and
- (b) having, by satisfactory completion of a prescribed post trade course, or other approved course, or the achievement of knowledge and competency by other means, including the on-the-job experience in paragraph (a) herein, as will enable the tradesman to perform such work unsupervised where necessary and practical, to the required standard of workmanship.

For the purpose of this definition, the following are deemed to be prescribed post trade courses and recognised throughout the locality of this award:-

Diploma in Building (Western Australia).

2. – CONTRACT OF EMPLOYMENT

2.1 - CONTRACT OF SERVICE

2.1.1 Definitions

For the purposes of Clause 2.1 – Contract of Service only, the following terms shall have the following meaning:

- (a) “Casual employee” means an employee as defined in Clause 2.2 - Types of Employment.
- (b) “Fixed term contract employee” means a person engaged by the employer under a contract of employment for a specified period.
- (c) “Probationary employee” means an employee who is serving a period of probation in accordance with paragraph 2.1.2 of this clause.
- (d) “Trainee” means an employee engaged in a full time or part time structured employment based training arrangement, approved by the Western Australian Department of Education and Training and which, on successful completion, provides the employee with a nationally recognised qualification.
- (e) “Traineeship training contract” means the agreement between the employer and the trainee that provides details of the traineeship and the obligations of the employer and trainee, and that is registered with the Western Australian Department of Education and Training.

2.1.2 Probation

- (a) All employees appointed by the employer shall initially be employed on a probationary period not exceeding three months.
- (b) Prior to the expiry of a probationary period of employment, the employer shall:
 - (i) confirm the appointment;
 - (ii) where performance issues have been identified and appropriate support and training to enhance performance have been documented, extend the employee’s period of probation for a further period as determined by the line manager, but shall not exceed a further three months; or
 - (iii) terminate the appointment due to unsatisfactory performance.
- (c) Any employee on a weekly engagement who is ready, willing and available for work shall be provided with a full week’s work by the employer. If a full week’s work is not provided, the employee shall be entitled to not less than the minimum weekly wage prescribed in this award for their class of work. A full week’s work for a part time employee shall equate to the ordinary working hours as agreed between the part time employee and the employer under Clause 2.2.7.
- (d) The employer shall be under no obligation to pay for any day not worked upon which the employee is required to present themselves for duty, except where such absence from work is on account of holidays or leave to which the employee is entitled to under this or any other relevant award.
- (e) An employer may direct an employee to carry out such duties as are within the limits of the employee’s skill, competence and training, including work that is incidental or peripheral to the employee’s main tasks or functions.

2.1.3 Notice of termination of employment by the employer

- (a) The employment of an employee, other than a casual employee, trainee, or fixed term contract employee as defined in Clause 2.1.1, must not be terminated unless the employer has given the employee the required period of notice in accordance with the following table or the employer has provided the employee with payment in lieu of notice.

Period of continuous service	Required period of notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

- (b) The period of notice for an employee, who at the time of being terminated is over 45 years of age and has completed at least two year's continuous service with the employer, shall be increased by one week.
- (c) The employee may be terminated by the employer giving the employee part of the required period of notice, with payment in lieu for the remainder of the required period of notice.
- (d) Payment in lieu of notice must equal or exceed the total amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay the employee because of the employment continuing during that period.
- (e) Payment in lieu of notice must be worked out on the basis of:
 - (i) the employee's ordinary hours of work, even if they are not standard hours;
 - (ii) the amounts ordinarily payable to the employee in respect of those hours including, for example, allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's contract of employment.

2.1.4 Termination of an employee for serious misconduct

- (a) An employer may terminate an employee without notice or payment in lieu of notice if the employee is guilty of serious misconduct. In such cases, wages shall be paid up to the time of dismissal only.
- (b) "Serious misconduct" means misconduct of such a nature that it would be unreasonable to require the employer to continue the employment of the employee concerned during the required period of notice.

2.1.5 Notice of termination of employment of casual employees

- (a) The employment of a casual employee must not be terminated unless the employer has given the employee one hour's notice of termination or payment in lieu of one hour's notice.
- (b) Notwithstanding Clause 2.1.5(a) and the exclusion of casual employees in Clause 2.1.3 (a), a casual employee may, subject to the provisions of section 170CBA of the Workplace Relations Act 1996 (Cth.) be entitled to notice of termination as provided for in section 170CM of the Workplace Relations Act 1996 (Cth).

2.1.6 Notice of termination of employment of trainees

- (a) Trainees engaged under a traineeship training contract as defined in Clause 2.1.1 (d) are not, at the conclusion of the contract, entitled to notice or payment in lieu of notice.
- (b) Although the completion of a traineeship does not guarantee the trainee future employment in the public sector, the employer will cooperate to assist the trainee to be placed in suitable employment, should a position arise.

2.1.7 Notice of termination of employment of fixed term contract employees

Fixed term contract employees as defined in Clause 2.1.1 (b) are not, at the conclusion of the contract, entitled to notice or payment in lieu of notice.

2.1.8 Notice of termination of employment by the employee

- (a) Except as otherwise provided in this clause, an employee, including a probationary employee, shall provide the employer with one week's notice of termination or forfeit one week's pay in lieu of notice, unless the employer otherwise approves.
- (b) An employee employed on an ongoing basis as a caretaker shall provide the employer with two week's notice of termination or forfeit two week's pay in lieu of notice, unless the employer otherwise approves.
- (c) A casual employee shall provide the employer with one hour's notice of termination or forfeit one hour's pay in lieu of the required notice.

2.1.9 Statement of employment

On termination of service, an employee shall, on request, be given a Statement of Employment setting out the length of service and duties performed by the employee.

2.1.10 Job search entitlement

- (a) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or they shall not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

2.2 TYPES OF EMPLOYMENT

2.2.1 Definitions

For the purposes of this award, the following terms shall have the following meaning, unless defined differently elsewhere in the award:

- (a) "Casual employee" means an employee who is engaged on an hourly basis for a period not exceeding four weeks in any workplace.
- (b) "Full time employee" means an employee who is engaged for 38 hours per week in accordance with Clause 3.1 – Hours.
- (c) "Part time employee" means an employee who undertakes work for less than the hours designated as full time by Clause 3.1 – Hours.

2.2.2 A person may be appointed as a full time or part time employee:

- (a) on an ongoing basis; or
- (b) for a fixed term.

2.2.3 A person may be appointed as a casual employee, subject to the provisions of this Clause.

2.2.4 Employees will be employed on an ongoing basis except in the following circumstances where fixed term and casual contracts may be used:

- (a) special projects;
- (b) to temporarily fill vacancies where a decision has been made to fill that vacancy, whilst the recruitment process is being undertaken;
- (c) to fill vacancies due to:
- (d) parental leave;

- (e) long service leave;
- (f) sick leave;
- (g) workers' compensation;
- (h) secondments;
- (i) the substantive occupant working in another position that may involve higher duties;
- (j) leave without pay;
- (k) other forms of leave as prescribed in the relevant award/s; and
- (l) any other situations as agreed between the employer and the union, either at an industry or a local level.

2.2.5 Employees appointed on either an ongoing basis or on a fixed term contract shall be advised in writing of their terms of appointment and such advice shall specify the dates of commencement, hours of work and, in the case of fixed term contract employees, the cessation of the contract.

2.2.6 Casual employment

- (a) When an employee is appointed on a casual basis and before they are so engaged, they shall be informed of their casual status and their conditions of employment.
- (b) Casual employees shall receive a 20% loading in lieu of annual leave, sick leave and public holidays.

2.2.7 Part time employment

- (a) A part time employee shall be entitled to the same entitlements as a full time employee, to be provided on a pro rata basis according to the hours worked by the employee.
- (b) At the time of engagement, the employer and the part time employee will agree in writing on a regular pattern of work, specifying the hours worked each day, which days of the week the employee will work, and the actual starting and finishing times each day. Rostered employees shall be informed of their minimum hours of engagement and the basis upon which rosters are formulated. An agreement concerning a part time employee's ordinary hours of work shall be consistent with the relevant provisions of Clause 3.1 – Hours.
- (c) The employer and employee may agree, in writing, to a temporary variation to an employee's ordinary working hours such that:
 - (i) time worked up to eight hours on any day is not to be regarded as overtime but an extension of the agreed hours for that day and should be paid at the normal rate of pay;
 - (ii) additional days worked, up to a total of five days per week, are regarded as an extension of the agreed hours and should be paid at the normal rate of pay;
 - (iii) additional hours worked for which overtime is not paid shall be considered as part of the employee's ordinary working hours; and
 - (iv) any time worked beyond the relevant daily spread of hours and/or days of the week as prescribed in Clause 3.1 shall be considered overtime.
- (d) Nothing in this Clause prevents the employer and employee from agreeing, in writing, to a permanent variation to the part time employee's ordinary working hours as established under Clause 2.2.7 (b).

2.3 - EMPLOYMENT RECORDS

2.3.1 Definitions

In this clause:

- (a) "industrial instrument" means:
- (i) an award;
 - (ii) an industrial agreement;
 - (iii) an order of the Commission under the Industrial Relations Act 1979; or
 - (iv) an employer-employee agreement.
- (b) "relevant person" means:
- (i) the employee concerned;
 - (ii) if the employee is a represented person, their representative. The term representative includes the Secretary and duly accredited officials of the union;
 - (iii) a person authorised in writing by the employee;
 - (iv) the Secretary or duly accredited official of the union; and
 - (v) an officer referred to in section 93 of the Industrial Relations Act 1979 authorised in writing by the Registrar.

2.3.2 Keeping of employment records

- (a) The employer shall keep, or cause to be kept, employment records showing:
- (i) the employee's name and, if the employee is under 21 years of age, their date of birth;
 - (ii) any industrial instrument that applies;
 - (iii) the date on which the employee commenced employment with the employer;
 - (iv) for each day:
 - the time at which the employee started and finished work, including roster details if applicable;
 - the period or periods for which the employee was paid; and
 - details of work breaks including meal breaks;
 - (v) for each pay period:
 - the employee's designation;
 - the gross and net amounts paid to the employee under the industrial instrument; and
 - all deductions and the reasons for them;
 - all leave taken by the employee, whether paid, partly paid or unpaid;
 - the information necessary for the calculation of the entitlement to, and payment for long service leave under the industrial instrument;
 - any other information in respect of the employee required under the industrial instrument to be recorded; and
 - any information, not otherwise covered by this clause, that is necessary to show that the benefits received by the employee comply with the industrial instrument.
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- (b) The employer must ensure that:
- (i) the employment records are kept in accordance with the Industrial Relations (General) Regulations 1997 as amended or superseded from time to time;
 - (ii) each entry in relation to long service leave is retained:
 - (iii) during the employment of the employee; and
 - (iv) for not less than 7 years after the employment terminates; and
 - (v) each other entry is retained for not less than 7 years after it is made.

(c) Form of records

An employer is to ensure that the employment records of the employer are kept by:

- (i) making entries in the English language in or on a separate page of a bound or loose-leaf book kept specifically for that purpose; or
- (ii) recording or storing the particulars required to be entered in the employment records by means of a mechanical, electronic or other device, but so that the particulars so recorded or stored will remain in the form in which they were originally recorded or stored and will be capable of being reproduced in written form in the English language;
- (iii) with only one employee's records appearing on any one page;
- (iv) so that the record for each pay period of each employee is identifiable; and
- (v) in a manner that enables compliance with Clauses 2.3.2 and 2.3.3 of this clause to be readily ascertained.

(d) A person is not to alter employment records unless the alteration is annotated so as to identify:

- (i) the nature of the alteration;
- (ii) the person making the alteration; and
- (iii) the date on which the alteration was made.

2.3.3 Access to employment records

(a) An employer, on written request by a relevant person, must:

- (i) produce to the person the employment records relating to an employee; and
- (ii) let the person inspect the employment records.

(b) The duty placed on an employer by this subclause:

- (i) continues so long as the records are required to be kept under Clause 2.3.2.(b);
- (ii) is not affected by the fact that the employee is no longer employed by the employer or that the industrial instrument no longer applies to them;
- (iii) includes the further duties:
 - to let the relevant person enter premises of the employer for the purpose of inspecting the records; and
 - to let the relevant person take copies of or extracts from the records; and
- (iv) must be complied with not later than:
 - at the end of the next pay period after the request is received; or
 - the seventh day after the day on which the request was made to the employer.

(c) If the employer maintains a personal or other file on an employee, the employee shall be entitled to examine all material contained on that file and take copies at a time that does not result in the employer's business being unduly interrupted or otherwise hampered.

2.4 - RIGHT OF ENTRY

2.4.1 Right of entry for discussions with employees

(a) Definitions

In this clause:

- (i) "authorised representative" means a person who holds an authority in force under the Industrial Relations Act 1979;
 - (ii) "relevant employee", when used in connection with the exercise of a power by an authorised representative of the union, means an employee who is a member of the union or who is eligible to become a member of the union.
- (b) An authorised representative of the union may, on notification to the employer, enter during working hours, any premises where relevant employees work, for the purpose of holding discussions at the premises with any of the relevant employees who wish to participate in those discussions.

2.4.2 Right of entry to investigate breaches

- (a) An authorised representative of the union may, on notification to the employer, enter during working hours, any premises where relevant employees work, for the purpose of investigating any suspected breach of an award, industrial agreement or order that applies to any such employee, or the Industrial Relations Act 1979, the Minimum Conditions of Employment Act 1993, or the Occupational Safety and Health Act 1984.
- (b) An "authorised representative" and "relevant employees" have the same meaning as in Clause 2.4.1(a).
- (c) For the purpose of investigating a suspected breach in accordance with this clause, the authorised representative:
 - (i) subject to Clause 2.4.2(d), may require the employer to produce for the representative's inspection, during working hours at the employer's premises or at any mutually convenient time and place, any employment records of employees or other documents kept by the employer that are related to the suspected breach;
 - (ii) shall not conduct interviews during normal working hours in the circumstances that will result in the employer's business being unduly interrupted or otherwise hampered;
 - (iii) may make copies of the entries in the employment records or documents related to the suspected breach;
 - (iv) shall treat with confidentiality any information obtained from employment records; and
 - (v) may, during working hours, inspect or view any work, material, machinery, or appliance that is relevant to the suspected breach.
- (d) In exercising a power under Clause 2.4.2(a), an authorised representative is not entitled to require the production of employment records or other documents unless, before exercising the power, the authorised representative has given the employer concerned:
 - (i) at least 24 hours' written notice, if the records or other documents are kept on the employer's premises; or
 - (ii) at least 48 hours' written notice, if the records or other documents are kept elsewhere.
- (e) The provisions of Clause 2.4.2(d) apply except where, in accordance with section 49I (7) of the Industrial Relations Act 1979, the Commission has waived the requirement for the authorised representative to give the employer concerned notice.
- (f) Where the Commission has waived the requirement to give the employer concerned notice of an intended exercise of a power, the authorised representative must, after entering the premises and before requiring the production of the records or documents, give the person who is apparently in charge of the premises the certificate or a copy of the certificate provided by the Commission under

section 49I (8) of the Industrial Relations Act 1979 authorising the authorised representative's exercise of a power without notice.

- (g) If:
 - (i) a person proposes to enter, or is on, premises in accordance with Clauses 2.4.2 (a) & (b); and
 - (ii) the occupier, including a person in charge of the premises, requests the person to show their authority;
 - (iii) the person is not entitled to enter or remain on the premises unless they show the occupier the authority in force under the Industrial Relations Act 1979.
- (h) The occupier of premises must not refuse, or intentionally and unduly delay, entry to the premises by a person entitled to enter the premises under Clauses 2.4.2 (a) & (b).
- (i) A person must not intentionally and unduly hinder or obstruct an authorised representative in the exercise of the powers conferred by this clause.
- (j) A person must not purport to exercise the powers of an authorised representative under this clause if the person is not the holder of a current authority issued by the Registrar under Division 2G of Part II of the Industrial Relations Act 1979.
- (k) The parties shall comply with the terms of Division 2G of Part II of the Industrial Relations Act 1979.

2.5 – SENIORITY

An employee with more than nine months' continuous service as a tradesman shall be entitled to the application of the "first on last off" principle in respect of any retrenchments. This principle shall only apply provided that the employee is capable of performing the class of work required in an efficient manner and has not been involved in any stoppage of work unauthorised by their employer, or in any refusal to carry out any lawful and practicable instruction. Any dispute in respect of the application of this clause shall be referred to the Board of Reference for determination.

3. - HOURS OF WORK

3.1 HOURS

- 3.1.1 (a) Except as provided elsewhere in this Award and the ordinary working hours shall be an average of hours thirty-eight per week to be worked in accordance with the following provisions:
 - (i) Four Week Cycle. The ordinary working hours shall be worked in a 20-day four-week cycle, Monday to Friday inclusive, with 19 working days of eight hours each, between the hours of 7.00 a.m. and 6.00 p.m., with 0.4 of one hour on each day worked accruing as an entitlement to take the fourth Monday in each cycle as a day off paid for as though worked.

Or

 - (ii) The ordinary working hours shall be 76 worked over 9 days per fortnight exclusive of Saturdays and Sundays between the hours of 7.00 a.m. to 6.00 p.m. with the tenth day to be taken as an unpaid rostered day off.
 - (iii) By agreement between the Unions and the employer, the daily hours of work will be of equal duration for the 9 working days or alternatively may vary to suit the requirements of the employer.
- (b) Where such agreed rostered days off prescribed by Clause 3.1(a) fall on a Public Holiday as prescribed in Clause 6.4. -Public Holidays, the next working day shall be taken in lieu of the rostered day off unless an alternate day in that four week cycle or nine day fortnight is agreed in writing between the employer and employee.

- (c) Except as provided for elsewhere in this Award, where employees work according to the provisions of Clause 3.1(a) above, each day of paid leave taken and any public holiday occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- (d) Except as provided elsewhere in this Award, an employee who has not worked or is not regarded by reason of Clause 3.1(a) above as having worked a complete 19 day four week cycle as prescribed in Clause 3.1(a) above shall receive pro rata accrued entitlements for each day worked in such cycle, payable for the rostered day off.

3.1.2 Meal Break:

There shall be a cessation of work and of working time, for the purpose of a meal on each day, of not less than 30 minutes, to be taken between noon and 1.00 p.m.

3.1.3 Early start:

Provided that by agreement between the employer and their/her employees and the appropriate Union the working day may begin at 6.00 a.m. or at any other time between that hour and 8.00 a.m. and the working time shall then begin to run from the time so fixed, with a consequential adjustment to the meal cessation period.

3.2 - REST PERIOD

- 3.2.1 Subject to the provisions hereinafter contained, a rest period of seven minutes from the time of ceasing to the time of resumption of work shall be allowed each morning.
- 3.2.2 This interval 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. Morning tea may be taken by workers during this interval but the period of seven minutes shall not be exceeded under any circumstances.
- 3.2.3 Workers engaged on essential emergency work or on some process in course (e.g. concreting) may be required to take the prescribed tea break at such time and in such manner as considered necessary by the officer in charge of the job, or in their absence, by the foreman.

3.3 - SHIFT WORK

- 3.3.1 Shift work may be worked, but before doing so the association party to this award shall be notified.
- 3.3.2 Liberty is reserved to the parties to apply in respect of rates and conditions to apply to any such shift work.

3.4 – OVERTIME

- 3.4.1 Subject to the provisions of Clauses 3.1. - Hours, and 3.3. - Shift Work, an employee who commences work between midnight and 6.00 a.m. shall be paid at the rate of double time until their usual starting time and subject thereto all work performed outside the normal limits of the hours of labour on any day shall be paid for at the rate of time and one half for the first two hours and double time thereafter except that all work on a Sunday shall be paid for at the rate of double time.
- 3.4.2 Call Out:
 - (a) Any employee who has left the premises at which he is employed and is recalled to work after the usual ceasing time:
 - (i) shall be paid for at least three hours at overtime rates; and
 - (ii) time reasonably spent in getting to and from work shall be counted as time worked.

- (b) An employee required to work on a day observed as a rostered day off pursuant to Clause 3.1 - Hours, shall be re-rostered for another day off within ten (10) working days, in lieu of overtime rates prescribed in this clause. A rostered day will be the first or the last working day of the week unless another day is agreed between the employer and employee. Where an employee is called out on a rostered day off and works for less than one complete day the employee shall be paid in accordance with the provisions of this Clause.
- (c) If an employee is required to work during the recognised meal period so that the commencement of the meal period is postponed for more than half an hour, that employee shall receive payment at double time rates until he gets their meal.
- (d) Provided that where it is necessary for work to continue uninterrupted, a lunch break of not less than 30 minutes shall be allowed between the hours of 11.15 a.m. and 1.30 p.m. to workers engaged on such work.
- (e) Subject to Clause 3.4.2(e) hereof if an employee who is required to work during the recognised meal period does not in consequence obtain during the shift the full continuous meal period, or loses any portion of the meal period, that employee shall be paid at double time rates for the period not obtained or any portion lost.
- (f) The expression "recognised meal periods" means the period customarily observed as the meal period between fixed times on the job, or at the depot, as the case may be, except where the time of commencement of the customary period is altered by mutual consent of the employer and the employees, in which case the altered times shall be the basis of any rights under Clauses 3.4.2[c] and 3.4.2(d) hereof.
- (g) Any employee who is required to continue working for more than two hours after their usual knock-off time on any day shall be supplied by the employer with a reasonable meal, or in lieu of such meal, shall be paid an allowance of \$9.90 for a meal.
- (h) Provided that this Clause shall not apply to a employee who has been notified on the previous day that he would be required to work such overtime.
- (i) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.
- (j) An employee (other than a casual employee) who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that he has not at least 10 consecutive hours off duty between those times shall, subject to clause 3.4.2(k), be released after completion of such overtime until he has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (k) If, on the instructions of their employer, such an employee resumes or continues work without having had such 10 consecutive hours off duty, he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (l) An employee required to work on a day observed as a rostered day off pursuant to Clause 3.1 - Hours shall be re rostered for another day off within ten (10) working days, in lieu of overtime rates prescribed in this Clause. A re rostered day will be the first or the last working day of the week unless another day is agreed between the employer and employee. Provided that where an employee is required to work on a rostered day off for less than one complete day, then the employee should be paid overtime in accordance with the call out provisions.
- (m) No apprentice under the age of 18 years shall be required to work overtime or shift work unless he so desires. No apprentice shall, except in an emergency, work or be required to work overtime or shift work at times which would prevent their attendance at Technical School, as required by any statute, award or regulation applicable to him.

- (n) When an employee, after having worked overtime and/or shift for which he has not been regularly rostered, finishes work at a time when reasonable means of transport are not available the employer shall provide him with conveyance to their home or the nearest public transport.
- (o) An employer may require any employee to work reasonable overtime.

4. – WAGES

4.1 – MINIMUM ADULT AWARD WAGE

- 4.1.1 No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.
- 4.1.2 The minimum adult award wage for full-time employees aged 21 or more is \$528.40 per week payable on and from the first pay period on or after 1 July 2007.
- 4.1.3 The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case Decisions.
- 4.1.4 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.
- 4.1.5 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.
- 4.1.6 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.
- 4.1.7 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.
- 4.1.8 Subject to this clause the minimum adult award wage shall –
 - 4.1.8.1 Apply to all work in ordinary hours.
 - 4.1.8.2 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.
- 4.1.9 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 2007 State Wage order. 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.
- 4.1.10 Adult Apprentices
 - 4.1.10.1 Notwithstanding the provisions of this clause, an apprentice, 21 years of age or more, shall not be paid less than \$448.65 per week on and from the commencement of the first pay period on or after 1 July 2007 and \$466.65 on and from the commencement of the first pay period on or after 1 September 2007.

4.1.10.2 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.

4.1.10.3 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.

4.1.10.4 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.

4.2 – WAGES

4.2.1 The minimum weekly rate of wage payable to employees covered by this award shall be as per the provisions comprising:

- (a) Part A – Wages Adjusted by Arbitrated Safety Net Adjustments; or
- (b) Part B – Expired Industrial Agreement Wages;

whichever is the greater.

4.2.2 The wage rates to apply for the purpose of the no-disadvantage test under the Industrial Relations Act 1979 shall be as per the provisions comprising:

- (a) Part A – Wages Adjusted by Arbitrated Safety Net Adjustments; or
- (b) Part B – Expired Industrial Agreement Wages;

whichever is the greater.

4.2.3 Part A: Wages Adjusted by Arbitrated Safety Net Adjustments

- (a) It is a term of this award that the union undertakes for the duration of the Principles determined by the Commission Court Session in Application No. 985 of 1995 not to pursue any extra claims, award or over award except when consistent with the State Wage Principles.

PART A: WAGES ADJUSTED BY ARBITRATED SAFETY NET ADJUSTMENTS

On Engage-ment	Arbitrated Safety Net Adjustment	Total Rate	After 1 year of service (Per Week)	Arbitrated Safety Net Adjust-ment	Total Rate	After 2 years of service	Arbitrated Safety Net Adjust-ment	Total Rate
\$	\$	\$	\$	\$	\$	\$	\$	\$

(1) (a)

Tradespersons:

Bricklayers

Stoneworkers,

Carpenters, Joiners,

Painters, Signwriters,

Glaziers, Plasterers

and Stone-masons as

defined in Clause 6

of this Award

429.60	205.00	634.60	434.50	195.00	622.50	595.00	205.00	644.00
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(b) Special Class Tradesperson (as defined)	447.80	205.00	652.80	452.95	205.00	657.95	457.65	205.00	662.65
(c) Plumbers holding registration in accordance with the Metropolitan Water Supply, Sewerage and Drainage Act	444.85	205.00	649.85	449.80	205.00	654.80	454.30	205.00	659.30
(d) Builders Labourers:									
(i) Rigger, Drainer, Dogman	407.25	205.00	610.25	414.10	203.00	617.10	418.80	203.00	621.80
(ii) Scaffolder, Powder Monkey, Hoist or Winch Driver, Concrete Finisher, Steelfixer, including Tack Welder, Concrete Pump Operator	395.25	205.00	598.25	398.40	203.00	601.40	403.05	203.00	606.05
(iii) Bricklayer's Labourer, Plasterer's Labourer, Assistant Rigger, Demolition Workers (after 3 months' experience), Gear Hand, Pile Driver, Tackle Hand, Jackhammer Hand, Mixer Driver (concrete), Steel Erector, Aluminium Alloy Structural Erector, Gantry Hand or Crane Hand, Crane Chaser, Concrete Gang including Concrete Floater, Steel or Bar Bender to Pattern or Plan, Concrete Formwork Stripper, Concrete Pump, Hose hand	386.85	203.00	589.85	391.15	203.00	594.15	396.25	203.00	599.25
(iv) Builder's	356.80	203.00	559.80	357.80	203.00	560.80	362.05	203.00	565.05

Labourer employed on work other than specified in classifications (i)-(iii)

- 4.2.4 The Wages in this award include arbitrated safety net adjustments available since December 1993, under the Arbitrated Safety Net Adjustment Principle.
- 4.2.5 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.
- 4.2.6 Increases in Wages 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.

	Tool Allowance	(Per Week)
	(a) Bricklayers and Stoneworkers	15.60
	(b) Plasterers	18.20
	(c) Carpenters and Joiners	22.10
	(d) Plumbers	22.10
	(e) Painters and Sign-writers	5.40
	(f) Glaziers	5.40
	(g) Stonemasons: The employer shall supply all necessary tools for the use of stonemasons, except when engaged on building construction, when the worker, if required to supply his/her own tools, shall receive a tool allowance at the rate of \$1.70 per week.	

NOTE 1: The tool allowance prescribed in paragraphs (a), (b), (c) and (d) of this Clause each include an amount of six cents for the purpose of enabling the employees to insure their tools against loss or damage by theft or fire.

NOTE 2: The abovenamed allowances shall not be paid where the employer supplies an employee with all necessary tools.

4.2.7 Allowance for Lost Time: Thirteen days' sick leave and follow the job (per week):

An employee whose employment is terminated through no fault of his/her own and who has not completed nine months' continuous service with his/her employer shall, for each week of continuous employment with that employer, immediately prior to his/her termination of employment be paid the lost time allowance prescribed hereunder less any payments made to him/her in respect of sick leave during that employment -

		\$
(a)	Bricklayers, stoneworkers, carpenters, joiners, painters, glaziers, signwriters, plasterers, plumbers and stonemasons	47.84
(b)	Special Class Tradesperson (as defined)	50.24

(c)	Registered Plumbers	49.69
(d)	Builders Labourers	
	(i) Classifications (i) to (iii) inclusive	46.90
	(ii) Classifications (iv) to (ix)	44.09
	(iii) Classification (x)	42.62
	(iv) Classification (xi)	39.72

NOTE: In the event of any increase or decrease in the wages and other allowances prescribed in this clause, except the tool allowances, the amounts prescribed in this Clause shall be increased or decreased by an amount equal to 9.7% of that increase or decrease.

4.2.8 Disabilities Allowance (Per Week): \$20.91

- (a) Subject to the provisions of paragraph (b), of this Clause an allowance of \$20.91 shall be paid to all employees excepting employees who are employed for the major portion of any week in or about a permanent maintenance depot or who are usually employed in or about the employer's business when an employee coming within the exception is engaged on the erection or demolition of a building exceeding 250 square feet in floor area.
- (b) Employees who are directed to work temporarily in or about a permanent maintenance depot and who immediately prior to being so directed were in receipt of the allowance for a period of not less than three months shall be paid two-thirds of the allowance prescribed herein.

4.2.9 Casual Employees

A casual employee shall be paid a loading of 20 per cent in addition to the rates prescribed by this clause.

4.2.10 The rates prescribed in this clause shall be increased or decreased, as the case may be, to give effect to any decision of the Australian Conciliation and Arbitration Commission to alter wage rates uniformly in awards under its jurisdiction

4.2.11 Plumbers shall be paid an allowance at the rate of \$16.14 per week to compensate for the following classes of work and in lieu of the relevant amounts in Clause 4.1. - Special Rates and Provisions of this award whether or not such work is performed in any one week. When working outside the categories listed hereunder, a plumber shall receive the appropriate rates provided for in the said Clause 4.5. - Special Rates and Provisions.

(a) General Plumber:

- (i) clearing stoppages in soil or waste pipes, or sewer drain pipes, also repairing and putting same in proper order;
- (ii) work in wet places;
- (iii) work requiring a swing scaffold, swing seat or rope;
- (iv) dirty or offensive work;
- (v) work in any confined space;
- (vi) work on a ladder exceeding eight metres in height;
- (vii) work in and around abattoirs.

(b) Mechanical Services Plumber:

- (i) handling charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool, or other recognised insulation material of a like nature or working in the immediate vicinity so as to be affected by the use thereof;

- (ii) work in a place where the temperature has been raised by artificial means to between 46° and 54° Celsius or exceeding 54° Celsius;
- (iii) work in a place where fumes of sulphur or other acid or other offensive fumes are present;
- (iv) dirty or offensive work;
- (v) work in any confined space;
- (vi) work on a ladder exceeding eight metres in height;
- (vii) work in and around abattoirs.

(c) Roof Plumber:

- (i) work in the fixing of aluminium foil insulation on roofs or walls prior to the sheeting thereof;
- (ii) use of explosive powered tools;
- (iii) work requiring use of materials containing asbestos or to work in close proximity to employees using such materials shall be provided with, and shall use, all necessary safeguards as required by the appropriate occupational health authority including the mandatory wearing of protective equipment (i.e. combination overalls and breathing equipment or similar apparatus);
- (iv) dirty or offensive work;
- (v) work requiring a swing scaffold, swing seat or rope;
- (vi) work on a ladder exceeding eight metres in height;
- (vii) work in and around abattoirs.

PART B – EXPIRED INDUSTRIAL AGREEMENT RATES

Level	1 January 2003
	C
New Entrant	\$454.30
1	\$476.70
2	\$506.70
3	\$534.60
4	\$576.70
5	\$604.60
6	\$632.40
7	\$660.10
8	\$687.90
9	\$715.70

Classification Rate

		3% Increase 1 January 2003 C
(1) (a) Tradesperson; Bricklayers, Stoneworkers, Carpenters, Joiners, Painters, Signwriters, Glaziers, Plasterers and Stone-masons as defined in Clause 6 of the Award	On Engagement	\$576.70
	After 1 year of service (per week)	\$583.10
	After 2 years	\$589.00

	of service	
(b) Special Class Tradesperson (as defined)	On Engagement	\$600.30
	After 1 year of Service (per week)	\$607.00
	After 2 years of service	\$613.10
(c) Plumbers holding registration in accordance with the Metropolitan Water Supply, Sewerage and Drainage Act	On Engagement	\$596.50
	After 1 year of service (per week)	\$602.90
	After 2 years of service	\$608.70
(d) Builders Labourers		
(i) Rigger, Drainer, Dogman	On Engagement	\$547.90
	After 1 year of service (per week)	\$556.60
	After 2 years of service	\$562.80
(ii) Scaffolder, Powder Monkey, Hoist or Winch Driver, Concrete Finisher, Steelfixer, including Tack Welder, Concrete Pump Operator	On Engagement	\$532.30
	After 1 year of service (per week)	\$536.40
	After 2 years of service	\$542.30
(iii) Bricklayer's Labourers, Plaster's Labourer, Assistant Rigger, Demolition Workers (after 3 month's experience), Gear Hand, Pile Driver, Tackle Hand, Jackhammer Hand, Mixer Driver (concrete), Steel Erector, Aluminium Alloy Structural Erector, Gantry Hand or Crane Hand, Crane Chaser, Concrete gang including Concrete Floater, Steel or Bar Bender to Pattern or Plan, Concrete Formwork Stripper, Concrete Pump, Hose hand	On Engagement	\$521.40
	After 1 year of service (per week)	\$526.90
	After 2 years of service	\$533.50
(iv) Builders Labourer employed on work other than specified in classifications (i)-(ii)	On Engagement	\$482.50
	After 1 year of service (per week)	\$483.80

	After 2 years of service	\$489.30
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4.3 - - PAYMENT OF WAGES

- 4.3.1 Wages shall be paid fortnightly.
- 4.3.2 Accompanying each payment of wages there shall be a pay advice slip to be retained by the employee. On this slip the employer shall clearly detail the gross wages, where practical its composition, the net wages payable and show details of each deduction.
- 4.3.3 Overtime shall be calculated and based on the aggregate wage as provided in the wages clause of the relevant award before any deduction is made for board and/or lodging.
- 4.3.4 On termination of employment the employer shall pay to the employee all monies payable to that employee before the employee leaves the place of employment or the same shall be forwarded to the employee by post in the following week.
- 4.3.5 Wages shall be paid by direct funds transfer to the credit of an account nominated by the employee at such bank, building society or credit union approved by the employer.
- 4.3.6 Provided that where such form of payment is impractical or where some exceptional circumstances exist and by agreement between the employer and the union, payment by cheque may be made.
- 4.3.7 An employee who performs shift or weekend work irregularly may be paid shift or weekend penalties during the pay period in which the work is performed.
- 4.3.8 Subject to the provisions of this clause, no deduction shall be made from an employee's wages unless the employee has authorised such deduction in writing.
- 4.3.9 In the case of employees of the Minister for Education, where an employee works additional hours and/or duties, the additional payment due shall be made within one month of those additional hours and/or duties being worked..

4.4 - LEADING HANDS

- 4.4.1 Any employee referred to in Clause 4.2 - Wages of this award or a leading hand defined in Clause 4.5.3(h) of Clause 1.5 - Definitions of this award, who is placed in charge for not less than one day of:
- (a) not less than three and not more than ten other employees referred to in Clause 4.2. - Wages shall be paid at the rate of \$33.98 per week extra;
 - (b) more than ten and not more than twenty other employees referred to in Clause 4.2. - Wages shall be paid at the rate of \$45.45 per week extra;
 - (c) more than twenty other employees referred to in Clause 9. - Wages shall be paid at the rate of \$56.91 per week extra.
- 4.4.2 Any leading hand defined in Clause 1.5.3 - Definitions being a licensed scaffolder, who, in compliance with the provisions of the Construction Safety Act, 1972, and the regulations made thereunder, is employed or engaged in the supervision of the erection or demolition of scaffolding or gear on any scaffold exceeding or likely to exceed 6.1 metres in height from the horizontal base, shall be paid the rate prescribed in Clause 4.4.1(a) when placed in charge of less than three other employees referred to in clause 4.2 - Wages.
- 4.4.3 The rates herein prescribed shall be deemed to form part of the ordinary rate of wage of the workers concerned for all purposes of this Award.

4.5 - SPECIAL RATES AND PROVISIONS

4.5.1 Conditions respecting Special Rates:

- (a) The special rates prescribed in this award shall be paid irrespective of the times at which work is performed and shall not be subject to any premium or penalty conditions.
- (b) Where more than one of the above rates provides payments for disabilities of substantially the same nature then only the highest of such rates shall be payable.

4.5.2 Swing Scaffold:

- (a) An employee employed:
 - (i) on any type of swing scaffold or any scaffold suspended by rope or cable or bosun's chair or cantilever scaffold, or
 - (ii) on a suspended scaffold requiring the use of steel or iron hooks or angle irons at a height 6.1 metres or more above the nearest horizontal plane,shall be paid \$3.31 for the first four hours or part thereof: and 65 cents for each hour thereafter on any day in addition to the rates otherwise prescribed.
- (b) A solid plasterer when working on a swing scaffold shall be paid an additional 13 cents per hour.
- (c) No apprentice with less than two years' experience shall use a swing scaffold or bosun's chair.
- (d) Provided that no allowance shall be payable for working on such scaffolds when used under bridges or jetties unless the height of the scaffold above the water exceeds 0.9 metres.

4.5.3 Insulation:

An employee handling charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool or other recognised insulation material of a like nature or working in the immediate vicinity so as to be affected by the use thereof: shall be paid 55 cents per hour part thereof: in addition to the rates otherwise prescribed.

4.5.4 Work in Dust Laden Atmosphere

Working in a dust laden atmosphere in a joiner's shop where dust extractors are not provided in or such atmosphere caused by the use of materials for insulating, deafening or plugging work (as, for instance, pumice, charcoal, silicate of cotton, or any other substitute) or from earthworks, 55 cents per hour extra.

4.5.6 Confined Space:

An employee required to work in a confined space, being a place the dimension or nature of which necessitates working in a cramped position or without sufficient ventilation, shall be paid 55 cents per hour or part thereof: in addition to the rate otherwise prescribed.

4.5.7 Sewer Work:

An employee engaged in repairs to sewers shall be paid 42 cents per hour or part thereof: in addition to the rates otherwise prescribed.

4.5.8 Ship Plumbing:

A plumber doing work on a ship of any class –

- (a) Whilst under way; or
- (b) In a wet place being one in which the clothing of an employee necessarily becomes wet to an uncomfortable degree or one in which water accumulates underfoot; or
- (c) In a confined space; or

- (d) In a ship which has done one trip or more in a fume or dust laden atmosphere, in bilges, or when cleaning blockages in soil pipe or waste pipes or repairing brine pipes, shall be paid 66 cents per hour or part thereof: in addition to the rate otherwise prescribed.
- (e) A plumber carrying out pipe work in a ship of any class under the plates in the engine and boiler rooms and oil fuel tanks shall be paid \$1.34 per hour or part thereof: in addition to the rates otherwise prescribed.

4.5.9 Well Work:

A plumber or labourer required to enter a well nine metres or more in depth for the purpose in the first place of examining the pump, pipe or any other work connected therewith, shall be paid \$2.36 for such examination and 74 cents per hour extra thereafter for fixing, renewing or repairing such work.

4.5.10 Permit Work:

Any licensed plumber called upon by their/her employer to use the licence issued to him/her by the Metropolitan Water Supply, Sewerage and Drainage Board for a period in any one week shall be paid \$14.21 for that week in addition to the rates otherwise prescribed.

4.5.11 Plumbers on Sewerage Work:

Plumbers or apprentices in their third, fourth or fifth year, on work involving the opening up of house drains or waste pipes for the purpose of clearing blockages or for any other purpose, or work involving the cleaning out of septic tanks or dry wells, shall be paid a minimum of \$2.35 per day or part thereof: in addition to the prescribed rate.

4.5.12 Height Money:

An employee required to work on a chimney stack, spire, tower, air shaft, cooling tower, water tower exceeding fifteen metres in height shall be paid for all work above fifteen metres, 44 cents per hour thereof: with an additional 46 cents per hour or part thereof: for work above each further fifteen metres in addition to the rates otherwise prescribed.

4.5.13 Barge Work

A Main Roads Employee required to work on scaffolding which is mounted on a barge is to be paid an allowance of \$4.23 per day, or majority thereof, or \$2.10 per half day, or part thereof, for such work.

4.5.14 Furnace Work:

An employee engaged in the construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work or on underpinning shall be paid \$1.21 per hour or part thereof: in addition to the rates otherwise prescribed.

4.5.15 Hot Work:

- (a) An employee required to work in a place where the temperature has been raised by artificial means to between 44° Celsius and 54° Celsius shall be paid 46 cents per hour or part thereof: in addition to the rates otherwise prescribed, or in excess of 54° Celsius shall be paid 55 cents per hour or part thereof: in addition to the said rates.
- (b) Where such work continues for more than two hours the employee shall be entitled to a rest period of twenty minutes after every two hours' work without loss of pay, not including the special rate prescribed in paragraph (a) hereof.

4.5.16 Cold Work:

- (a) An employee required to work in a place where the temperature is lowered by artificial means to less than 0° Celsius shall be paid 46 cents per hour or part thereof: in addition to the rates otherwise prescribed in this award.
- (b) Where such work continues for more than two hours the employee shall be entitled to a rest period of twenty minutes after every two hours' work without loss of pay, not including the special rate prescribed in paragraph (a) hereof.

4.5.17 Flintcote:

Plasterers using flintcote shall be paid 46 cents per hour or part thereof: except when flintcote is applied by hawk and trowel to walls and ceilings when the rate shall be 76 cents per hour extra in addition to the prescribed rate.

4.5.18 Dirty Work:

- (a) An employee employed on excessively dirty work which is more likely to render the employee or their/her clothes dirtier than the normal run of work, shall be paid 46 cents per hour extra in addition to the prescribed rate (with a minimum payment of four hours when employed on such work).
- (b) This shall not apply to an employee in receipt of the allowance prescribed in Clause (4) of Clause 4.2. - Wages of this award nor to a employee in receipt of the allowance prescribed in Clause 4.5.29.

4.5.19 Stonemason on Wall:

A stonemason working on the wall (cottage work and foundation work in coastal stone excepted) shall be paid 46 cents per hour thereof: in addition to the rates otherwise prescribed.

4.5.20 Setter Out:

A setter out (other than a leading hand) in a joiner's shop shall be paid \$4.43 per day in addition to the rates otherwise prescribed.

4.5.21 Detail Employee:

A detail employee (other than a leading hand) shall be paid \$4.43 in addition to the rates otherwise prescribed.

4.5.22 Spray Painting - Painter:

- (a) Lead paint shall not be applied by a spray to the interior of any building.
- (b) All employees (including apprentices) applying paint by spraying, shall be provided with full overalls and head covering and respirators by the employer.
- (c) Where from the nature of the paint or substance used in spraying, a respirator would be of little or no practical use in preventing the absorption of fumes or materials from substance used by an employee in spray painting, the employee shall be paid a special allowance of \$1.21 per day.

4.5.23 Lead Paint Surfaces:

- (a) No surface painted with lead paint shall be rubbed down or scraped by a dry process.
- (b) Width of Brushes: All brushes shall not exceed 127 millimetres in width and no kalsomine brush shall be more than 177.8 millimetres in width.

- (c) Meals not to be taken in paint shop. No employee shall be permitted to have a meal in any paint shop or place where paint is stored or used.

4.5.24 Spray Application - Painters:

A painter engaged on all applications carried out in other than a properly constructed booth approved by the Department of Labour and Industry shall be paid 46 cents per hour or part thereof: in addition to the rates otherwise prescribed in this award.

4.5.25 First Aid

An employee who is a qualified first aid person and is appointed by their/her employer to carry out first aid duties in addition to their/her usual duties shall be paid an additional rate of \$1.56 per day.

4.5.26 Toxic Substances:

- (a) An employee required to use toxic substances or materials of a like nature shall be informed by the employer of the health hazards involved and instructed in the correct and necessary safeguards which must be observed in the use of such materials.
- (b) An employee using such materials will be provided with and shall use all safeguards as are required by the appropriate Government Authority in the absence of such requirement such safeguards as are determined by a competent authority or person chosen by the union and the employer.
- (c) An employee using toxic substances or materials of a like nature shall be paid 55 cents per hour extra. Employees working in close proximity to employees so engaged shall be paid 42 cents per hour extra.
- (d) For the purposes of this Clause all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.

4.5.27 Abattoirs:

An employee, other than a plumber in receipt of the plumbing trade allowance, employed in an abattoir shall be paid such rate as is agreed upon between the parties, or, in default of agreement, the rate determined by the Western Australian Industrial Relations Commission.

4.5.28 Fumes:

An employee required to work in a place where fumes of sulphur or other acid or other offensive fumes are present shall be paid such rates as are agreed upon between him/her and the employer.

4.5.29 Asbestos:

Employees required to use materials containing asbestos or to work in close proximity to employees using such materials shall be provided with and shall use all necessary safeguards as required by the appropriate occupational health authority and where such safeguards include the mandatory wearing of protective equipment (i.e. combination overalls and breathing equipment or similar apparatus) such employees shall be paid 55 cents per hour whilst so engaged.

4.5.30 Explosive Powered Tools:

An operator of explosive powered tools, being an employee qualified in accord with the laws and regulations of the State of Western Australia to operate explosive powered tools, who is required to use an explosive powered tool shall be paid \$1.07 for each day on which he/she used a tool in addition to the rates otherwise prescribed.

4.5.31 Wet Work:

An employee required to work in a place where water is continually dripping on them so that their clothing and boots become wet or where there is water underfoot shall be paid 46 cents per hour or part thereof: in addition to the rates otherwise prescribed in this award.

4.5.32 Cleaning Down Brickwork:

An employee required to clean down bricks using acids or other corrosive substances shall be supplied with gloves and be paid 41 cents per hour or part thereof: in addition to the rates otherwise prescribed in this award.

4.5.33 Bagging:

An employee engaged upon bagging brick or concrete structures shall be paid 42 cents per hour or part thereof: in addition to the rates otherwise prescribed in this award.

4.5.34 Bitumen Work:

An employee handling hot bitumen or asphalt or dripping materials in creosote shall be paid 55 cents per hour or part thereof: in addition to the rates otherwise prescribed in this award.

4.5.35 Scaffolding Certificate Allowance:

A tradesperson who is the holder of a scaffolding certificate or rigging certificate issued by the Department of Labour and Industry and is required to act on that certificate whilst engaged on work requiring a certified person shall be paid 46 cents per hour or part thereof: in addition to the rates otherwise prescribed in this award but this allowance shall not be payable cumulative on the allowance for swing scaffolds.

4.5.36 Dry Polishing or Cutting of Tiles:

An employee required to dry polish tiles with a machine or to cut tiles with an electric saw shall be paid 55 cents per hour or part thereof: in addition to the rates otherwise prescribed in this award.

4.5.37 Second-hand Timber:

Where, whilst working with second-hand timber, an employees tools are damaged by nails, dumps or other foreign matter on the timber, he/she shall be entitled to an allowance of \$1.56 per day on each day upon which their/her tools are so damaged, provided that no allowance shall be payable under this clause unless it is reported immediately to the employer's representative on the job in order that the claim may be proved.

4.5.38 Roof Repairs:

An employee engaged on repairs to roofs shall be paid 50 cents per hour or part thereof: in addition to the rates otherwise provided in this award.

4.5.39 Computing Quantities:

An employee, other than a leading hand, who is required to compute or estimate quantities of materials in respect of the work performed by others shall be paid \$3.33 per day or part thereof: in addition to the rates otherwise prescribed in this award.

4.5.40 Loads:

Where bricks are being used the employee shall not be required to carry:

- (a) More than 40 bricks each load in a wheelbarrow (or a scaffold) to a height of 4.6 metres from the ground.
- (b) More than 36 bricks each load in a wheelbarrow over a height of 4.6 metres on a scaffold.

The type of wheelbarrow shall be agreed upon with the union.

4.5.41 Grinding Facilities:

The employer shall provide adequate facilities for the employees to grind tools either at the job or at the employer's premises and the employees shall be allowed time to use the same whenever reasonably necessary.

4.5.42 First Aid Outfit:

On each job the employer shall provide sufficient supply of bandages and antiseptic dressings for use in case of accidents.

4.5.43 Water and Soap:

Water and soap shall be provided in each shop or on each job by the employer.

4.5.44

- (a) The employer shall supply a safety helmet for each of their/her employees requesting one on any job where, pursuant to the regulations made under the Occupational Health & Safety Act 1984, an employee is required to wear such helmet.
- (b) Any helmet so supplied shall remain the property of the employer and during that time it is on issue the employee shall be responsible for any loss or damage thereto, fair wear and tear attributable to ordinary use excepted.

4.5.45 Provision of Boiling Water:

The employer shall, where practicable provide boiling water for the use of their/her employees on each job at lunch time.

4.5.46 Sanitary Arrangements:

The employer shall comply with the provisions of section 102 of the Health Act, 1911.

4.5.47 Attendants on Ladders:

No employees shall work on a ladder at a height of over 6.1 metres from the ground when such ladder is standing in any street, way or lane where traffic is passing to and fro, without an assistant on the ground.

4.5.48 Electrical Sanding Machines:

The use of electrical sanding machines for sanding down paint work shall be governed by the following provisions:

- (a) The weight of each such machine shall not exceed 5.9 kilograms.
- (b) Every employer operating any such machine shall endeavour to ensure that each such machine, together with all electrical leads and associated equipment, is kept in a safe condition and shall if requested so to do by any employee but not more often than once in any four weeks cause the same to be inspected under the provisions of the Electricity Act and the regulations made thereunder.
- (c) Employers shall provide and supply respirators of a suitable type, to each employee and shall maintain same in an effective and clean state at all times.
- (d) Where respirators are used by more than one employee, each such respirator shall be sterilised or a new pad inserted after use by each such employee.
- (e) Employers shall also provide and supply goggles of suitable type provided that the goggles with celluloid lenses shall not be regarded as suitable.
- (f) All employees shall use the protective equipment supplied when using electrical sanding machines of any type.

4.5.49 Dam Walls:

Adequate precautions shall be taken by all employers for the safety of workers employed on the retaining walls of dams. Any dispute as to the adequacy of precautions taken shall be referred to the Board of Reference.

4.6 - FARES AND TRAVELLING TIME (OTHER THAN DISTANT WORK)

4.6.1 Each employee required on any day to report directly to the job as distinct from the permanent depot to which such employee is attached (or where a permanent depot does not exist the Head Office of the employer shall be regarded as the permanent depot) and any employee referred to in paragraph (b) of Clause (5) of Clause 4.2. - Wages - shall be paid the following allowance to compensate for excess fares and travelling time from the employee's home to their place of work and return –

- (a) Within a radius of 50 km from such depot \$13.30 per day.
- (b) Subject to the provisions of Clause 4.6.2, work performed at places beyond a radius of 50 km from the permanent depot 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 65 cents per kilometre shall be paid for each kilometre in excess of the 50 kilometre radius;

but an employee who is usually employed at their employer's principal place of business shall not be entitled to the foregoing allowance when required to start work at some other place unless he thereby incurs fares in excess of those incurred in travelling to and from their usual place of employment.

4.6.2 Notwithstanding the foregoing, excepting clause 4.6.1(b) where such has application, the following provisions in lieu of Clause 4.6.1 shall apply to work carried out outside a radius of 50 kilometres from the General Post Office, Perth –

- (a) All employees required on any day to report directly to the job as distinct from the permanent depot to which such employee is attached (or where a permanent depot does not exist the main Post Office in the town in which a temporary depot is situated shall be regarded as the permanent depot) and the employee is thereby obliged to incur costs and travelling time both reasonably in excess of that which would normally be incurred in travelling to and from such depot, the allowances prescribed in Clause 4.6.1(a) hereof shall be payable.
- (b) This provision shall not apply in respect of any job where the employer has established a camp at or near the site of the work, and such camp is available to the employee in accordance with the camp provisions referred to in the "distant work" clause, provided that where such camp is more than one kilometre from the job and the employer does not provide free transport to and from the job, the employee shall be paid the allowance prescribed in clause 4.6.1.
- (c) Notwithstanding the foregoing, and in lieu thereof, on construction or maintenance work carried out by the Commissioner of Main Roads or branches of the Building Management Authority (other than the Architectural Division), workers under this award shall be allowed the same conditions as are prescribed by award or agreement for the majority of employees of the industry in which they are employed.

4.6.3 Where transport to and from the job is provided by the employer from and to their depot or such other place more convenient to the employee as mutually agreed upon between the employer and the employee and such travelling is not covered by clause 4.6.2 (b) and (c), half the above rates shall be paid.

4.6.4 Where the employer provides transport to and from the job the conveyance used for such transport shall be provided with suitable seating and weatherproof covering.

4.6.5 For travelling during working hours from and to the employer's place of business or from one job to another, a employee shall be paid by the employer at ordinary rates. The employer shall pay all fares and reasonable expenses in connection with such travelling. Provided that if an employer requests the employee to use their

own vehicle, the employer shall pay a car allowance of not less than 73 cents per kilometre for each kilometre the employee travels in response to such request.

4.7 - FARES AND TRAVELLING – PLUMBERS

4.7.1 When required by the employer, employees shall start and/or cease work on the job site at the usual commencing and finishing times within which ordinary hours may be worked and shall be paid the following allowance:

- (a) Travel in own time and/or from work site: An employee who is required to travel in their own time to or from the work site within the defined radius from the respective centre (as defined) shall receive an allowance of one-quarter of an hour per day calculated at ordinary time rates travelling time in addition to the amount of fares as defined for each day on which he presents himself for work on the job. However, where the employer provides or offers to provide transport with suitable seating accommodation free of charge from an agreed picking up place to their place of work the fares shall not be payable;
- (b) Travel beyond defined radius: When working on jobs beyond the defined radius from the centre (as defined) the fares as defined and one-quarter of an hour's travelling time plus an allowance for travelling time calculated at the ordinary time rate of pay for the time required to travel to the job site and back from and to the defined radius and calculated at speed not exceeding the legal speed limit with a minimum payment of a quarter of an hour for each such journey. Where an employee provides their own transport, an additional allowance of 14 cents per kilometre shall be payable for the distance involved in travelling beyond the defined radius and return thereto, which shall compensate for any fares incurred by public transport.

4.7.2 Transport during working hours:

- (a) Where an employee is required by an employer to travel to any other job site during the course of their daily engagement he shall be paid all fares necessarily incurred, except where transport is provided by the employer to and from such site, and all time spent in such travel shall be regarded as time worked.
- (b) Provided that where an employer requests an employee to use their own car to effect such a transfer and such employee agrees to do so the employee shall be paid an allowance at the rate of 73 cents per kilometre.

4.7.3 Commencing and finishing at workshop: In the case of an employee who is normally required to report for and finish work at their employer's workshop and is transported to and from any job by their employer no allowance shall be paid.

4.7.4 Definitions –

- (a) Radius and Fares - The radius shall be 50 kilometres and the fares shall be \$8.90 per day.
- (b) Centre for employment –
 - (i) The employer's normal base establishment or workshop; or
 - (ii) The G.P.O. of Perth for all employers whose base establishment or workshop is within the defined radius from the said G.P.O.; or
 - (iii) The local Post Office closest to the employer's establishment or workshop beyond the defined radius of the Perth G.P.O.; or
 - (iv) In the case of employees sent to distant work (as defined) the place at which such employees are domiciled with the approval of their employer, for the distant work.
 - (v) An employer having selected (i), (ii) or (iii) as the centre shall not change without one month's prior notice to each employee.

4.8 - SUPPORTED WAGE SYSTEM

4.8.1 Workers eligible for a supported wage

- (a) This Clause defines the conditions that will apply to employees who, because of the effects of a disability, are eligible for a supported wage under the terms of the award. In the context of this Clause, the following definitions will apply:
- (b) “Supported Wage System” means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in “Supported Wage System: Guidelines and Assessment Process”.
- (c) “Accredited assessor” means a person accredited by the management unit established by the Commonwealth Government under the Supported Wage System to perform assessment of an individual's productive capacity within the Supported Wage System.
- (d) “Disability Support Pension” means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.
- (e) “Assessment instrument” means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

4.8.2 Eligibility criteria

- (a) Employees covered by this Clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under the award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.
- (b) This Clause does not apply to any existing employee who has a claim against the employer, which is subject to the provisions of workers' compensation legislation, or any provision of the award relating to the rehabilitation of employees who are injured in the course of their current employment.
- (c) This Clause also does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the Disability Services Act 1986 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or eligible for a Disability Support Pension, except with respect to an organisation which has received recognition under s10 or s12A of the Act, or if a part only has received recognition, that part.

4.8.3 Supported wage rates

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

Assessed capacity (per paragraph 4.3.4)	% of applicable award rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(Provided that the minimum amount payable shall be not less than \$61 per week).

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

4.8.4 Assessment of capacity

- (a) For the purpose of establishing the percentage of the award rate to be paid to the employees, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:
 - (b) the employer and the union, in consultation with the employee, or if desired by any of these; or
 - (c) the employer and an accredited assessor from a panel agreed by the parties to the award and the employee.

4.8.5 Lodgement of assessment instruments

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

4.8.6 Review of assessment

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

4.8.7 Other terms and conditions of employment

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

4.8.8 Workplace adjustment

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

4.8.9 Trial period

- (a) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this Clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- (b) During the trial period, the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- (c) The minimum amount payable to the employee during the trial period shall be not less than \$61 per week.
- (d) Work trials should include induction or training as appropriate to the job being trialled.
- (e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under Clause 4.3.4.

4.8.10 Meal Money

- (a) Where an employee is required to continue working after the usual finishing time for more than one hour, he/she shall be paid \$11.70 for the purchase of any meal required. This amount shall be varied in accordance with any variations of Schedule 1, Part II – Meals, of the Government Officers Salaries, Allowances & conditions Award 1989.
- (b) Meal money shall be paid prior to the meal period on the day upon which the overtime is to be worked.

5. - ALLOWANCES AND FACILITIES

5.1 - APPRENTICES

- 5.1.1 Subject to the provisions of this clause the Apprenticeship Regulations, 1972 (hereinafter referred to as the "apprenticeship regulations") applicable to carpentry and joinery, plumbing, painting, signwriting and glazing apprentices and the Building Trades Apprenticeship regulations (hereinafter referred to as the "building trades apprenticeship regulations") applicable to bricklaying, stonemasonry and plastering apprentices are incorporated in and form part of this award.
- 5.1.2 Subject to regulation 39 (2) of the "apprenticeship regulations" of, as the case may be, regulation 13 (b) of the "building trades apprenticeship regulations" the maximum number of apprentices to be taken by an employer shall be as follows –
 - (a) Carpentry and joinery –

One apprentice to every two or fraction of two journeymen provided the fraction shall not be less than one.
 - (b) Plumbing –

One apprenticeship to every two or fraction of two journeymen provided the fraction shall not be less than one.
 - (c) Painting, signwriting or glazing –

One apprentice to every three or fraction of three journeymen provided the fraction shall not be less than one.

(d) Bricklaying –

One apprentice to every three or fraction of three journeymen provided the fraction shall not be less than one.

(e) Stonemasonry –

One apprentice to every three or fraction of three journeymen provided the fraction shall not be less than one.

(f) Plastering –

One apprentice to every three or fraction of three journeymen provided the fraction shall not be less than one.

5.1.3 Except as hereinafter provided every agreement of apprenticeship other than to the plumbing trade shall be for a period of four years unless, with the approval of the Commission, or, as the case may be, the Building Trades Apprenticeship board, that period is reduced or deemed to have been commenced prior to the date of the agreement, provided that:

(a) Where the apprentice has completed the 11th year of schooling and has obtained the Achievement Certificate, the High School Certificate or Junior Certificate of the Public Examinations Board in such subjects as the appropriate Apprenticeship Advisory Board or, as the case may be, the Building Trades Apprenticeship Board determines and has the vocational aptitude for the trade concerned, he may be allowed a credit to reduce the period to three and a half years; and

(b) Where the apprentice has completed the 12th year of schooling and has obtained the High School Certificate or Leaving Certificate of the Public Examinations Board in such subjects as the appropriate Apprenticeship Advisory Board or, as the case may be, the Building Trades Apprenticeship Board determines and has the vocational aptitude for the trade concerned, he may be allowed a credit to reduce the period to three years.

5.1.4 No apprentice shall be taken to the carpentry and joinery trade except where specifically decided otherwise by the Carpenters and Joiners' Apprenticeship Board unless he has completed three years at High School (or the 10th year of schooling) or has evidence to show that by subsequent study an equivalent educational level has been reached.

5.1.5 Except as hereinafter provided every agreement of apprenticeship to the plumbing trade shall be for a period of four years unless with the approval of the Commission that period is reduced or deemed to have commenced prior to the date of agreement provided that:-

(a) Where the apprentice has completed the 10th year of schooling and has obtained the Achievement Certificate, High School Certificate or Junior Certificate of the Public Examinations Board in such subjects as the Plumbers' Apprenticeship Advisory Board determines and has the vocational aptitude for the trade concerned, the period of apprenticeship shall be four years; and

(b) Where the apprentice has completed the 11th year of schooling and has obtained the Achievement Certificate, the High School Certificate or Junior Certificate of the Public Examinations Board in such subjects as the Plumbers' Apprenticeship Advisory Board determines and has the vocational aptitude for the trade concerned, he may be allowed a credit to reduce the period to three and a half years; and

(c) Where the apprentice has completed the 12th year of schooling and has obtained the High School Certificate or Leaving Certificate of the Public Examinations Board in such subjects as the Plumbers' Apprenticeship Advisory Board determines and has the vocational aptitude for the trade concerned, he may be allowed a credit to reduce the period to three years.

5.1.6 Any person under the age of 21 years who has satisfactorily completed an approved pre- apprenticeship course conducted by the Technical Education Division of the Education Department may be indentured as an apprentice to carpentry or joinery, bricklaying or plumbing on a three year term of apprenticeship.

5.1.7 In this Clause "approved" means approved by the Carpentry and Joinery Apprenticeship Advisory Board, the Building Trades Apprenticeship Board or the Plumbers Apprenticeship Advisory Board as the case may be.

Wage (per week)	Per cent of Tradesman's Rate
(i) Four year term -	%
First year	42
Second year	55
Third year	75
Fourth year	88
(ii) Three and a half year term -	
First six months	42
Next year	55
Next following year	75
Final year	88
(iii) Three year term -	
First year	55
Second year	75
Third year	88

5.1.8 For the purpose of this Clause "Tradesman's Rate means the sum of the basic wage and margin payable to an adult male fitter under the Engineering Trades (Government) Award No 29, 30 and 31 of 1961 and 3 of 1962 as amended.

5.1.9 Disabilities allowance (per week).

5.1.10 Where an apprentice works in circumstances which would entitle a tradesman to the disabilities allowance prescribed in Clause 4.2. - Wages, the following extra rate shall be paid to that apprentice –

(i)	Four year term (per cent of disabilities allowance per week)	%
	First year	40
	Second year	72
	Third year	95
	Fourth year	100

(ii)	Three and a half year term (per cent of disabilities allowance per week)	
	First six months	40
	Next year	72
	Next following year	95
	Final year	100
(iii)	Three year term (per cent of disabilities allowance per week)	
	First year	58
	Second year	95
	Third year	100

5.1.11 Tool Allowance (per week)

Apprentices shall not be entitled to a tool allowance in their first and second year, but shall be entitled to the same amount as is payable to tradesmen (if any) in the third and subsequent years of apprenticeship.

5.1.12 The employer shall be under no obligation to teach an apprentice to carpentry and joinery any work in connection with metal ceilings where that work is not performed by such employer.

5.1.13 The employer shall provide each apprentice to painting with a putty knife, stripper and duster during their first year of apprenticeship.

5.1.14 An apprentice to painting or signwriting shall not be registered in accordance with the provisions of this award until a certificate to the effect that he does not suffer any disability by reason of colour blindness has been lodged with the Registrar.

5.1.15 An apprentice to painting or signwriting shall undertake a vocational aptitude test.

5.1.16 Subject to regulation 25 of the "apprenticeship regulations" or, as the case may be, regulation 15 (a) and (b) of the "building trades apprenticeship regulations" the period during which an apprentice is to attend vocational classes or classes of instruction shall be –

(a) in the case of an apprentice to bricklaying, carpentry and joinery, painting, signwriting, or glazing –

seven weeks in each of the first and second school years in their apprenticeship and four weeks in the next school year in continuous periods or one or more weeks except that an apprentice referred to in Clause (6) hereof shall attend classes for four weeks in each of the school years in their apprenticeship unless he is required to attend a Government or other approved technical school where the Technical Education Division of the Education Department does not have the necessary facilities for such classes in which case he shall be deemed to be covered by paragraph (b) of this Clause.

(b) in the case of an apprentice to stonemasonry or plastering –

eight hours per week for the first and second school years in their apprenticeship and eight hours per fortnight for the next school year except that an apprentice referred to in Clause (6) of the clause shall attend such classes for eight hours per fortnight for the first and second school years in their apprenticeship.

(c) in the case of an apprentice to plumbing –

eight hours per week for the first and second school years in their apprenticeship and eight hours per fortnight for the next school year except that an apprentice referred to in Clause (6) of this clause shall attend such classes for eight hours per fortnight for the first and second years in their apprenticeship.

- 5.1.17 If, through no fault of their own, an apprentice fails to attend a period of training in any week, fortnight or year as prescribed that period shall be made up during the final year of their apprenticeship if the employer and the Technical Education Division so arrange.
- 5.1.18 Subject to regulation 28 of the "apprenticeship regulations" or, as the case may be, regulation 15 (1) of the "building trades apprenticeship regulations" an apprentice from any district in a country area where an appropriate technical class is not established shall attend an approved technical centre for two weeks' training each year without loss of pay.
- 5.1.19 On the completion of the probationary period an apprentice shall be supplied with tools as selected by the foreman up to the value of -

Carpentry and Joinery -	\$
Joiners Shop	202.90
Other	220.90
Plumbing	191.20
Painting, Signwriting and Glazing	61.60
Bricklaying	137.20
Plastering	151.60

- 5.1.20 All time lost through sickness shall be paid for in accordance with Clause 6.2. - Sick Leave of this award which shall apply to apprentices in lieu of regulation 35 of the "Apprenticeship regulations" or, as the case may be, regulation 9 of the "building trades apprenticeship regulations".

5.2 – PROVISION OF APPLIANCES

- 5.2.1 Builders' Labourers –

Employers shall provide all necessary plant and tools free of charge.

- 5.2.2 Carpenters –

The employer shall provide the following tools when they are required on the job:

Dogs and clamps of all descriptions, bars of all descriptions, augers of all sizes, bits not ordinarily used in a brace, all hammers except claw hammers, glue pots and brushes, dowel plates, trammels, hand and thumb screws, soldering irons, spanners from three-quarters of an inch upwards, and all power driven tools and machines and drill bits used in machines on construction jobs.

- 5.2.3 Painters –

The employer shall provide all tools in connection with the painting trade, excepting putty knife, strippers, scissors, duster, paperhanging brush, roller, two lining fitches, a two-foot rule, hammer and hacking knife.

- 5.2.4 Signwriters –

Signwriters shall provide themselves with a full set of pencils and fitches, rest stick, wash leather and a two-foot rule.

5.2.5 Plasterers –

The employer shall supply all floating rules, darbies, trammels, centres, buckets and sieves. Stands for plasterers' mortar boards not less than two feet six inches from the ground or where practicable and safe from a scaffold level shall be provided for the plasterer by the employer when requested.

5.2.5 Plumbers –

The following tools shall be provided by the employer:

- (a) Metal pots, plumbing irons, mandrils, long dummies, stocks and dies for iron and brass pipes, cutters, all tongs over twelve inches, vices, hack saw blades, taps and chisels for brick and concrete; and
- (b) the employer shall also supply all tools required for work to be performed on wrought iron and lead pipes over two inches in diameter and a worker shall supply only the usual kit bag of tools.

5.2.6 Plumbers shall supply themselves with all the tools set out hereunder:

1-24oz. claw hammer; 1-gimpy hammer; 1-ball pein hammer; 1-cross pein hammer; 1-18 inch pinch bar; 1-1/2 in. hand drill; 1-set twist drills, 1/16 in. to 1/2 in. inclusive; 1-ratchet wood brace; 1-set wood bits (rough cut) 1/4 in., 5/16 in., 1/2 in., 3/4 in., 1 in., 1-1/4 in., 1-10 in. wood rasp; 1-12 in. half round file; 1-10 in. round file; 1-plugging chisel; 1-set star drills 1/4 in., 3/8 in., 1/2 in., 3/4 in.; 1-set screwdrivers 6 in., 8 in., 12 in.; 1-multi-pliers; 1-gas pliers; 1-18 in. stilson wrench; 1-14 in. stilson wrench; 1-14 in. footprints; 1-10 in. footprints; 1-12 in. crescent spanner; 1-8 in. crescent spanner; 1-12 in. straight tin snips; 1-weiss snips; 1-steel compass 9 in; 1-mitre square 8 in.; 1-soldering head or 24 oz. soldering iron; 1-24 in. spirit level; 1-line level; 1-100 ft. nylon line; 1-plumb bob and line; 1-prick punch; 1-rivet set; 1-grooving tool; 1-flat lead dresser; 1-lead bossing mallet; 1-bench bolt; 1-flaring block and drift 1/2 in., 3/4 in., 1 in., 1-1/2 in. copper tube bending spring; 1-3/4 in. copper tube bending spring; 1-hacksaw; 1-gauging trowel; 1-nail bag; 1-12 ft. tape (steel); 1-keyhole saw set; 1-set cold chisels 4 in., 6 in., 8 in., 12 in.; 1-set wood chisels 1/2 in., 3/4 in., 1/in.; 1-tool box and lock; 1-hand saw 26 in.

5.2.7 Bricklayers - The employer shall supply scrutch combs and blades when required.

5.2.8 A worker in receipt of a tool allowance shall provide himself with all necessary tools kept in suitable condition for the performance of their work (other than those tools to be provided by the employer in accordance with this clause).

5.2.9 An employee who fails to provide all such tools when required shall be guilty of a breach of this award and shall not be entitled to the tool allowance prescribed in Clause 4.2. - Wages until he complies with this clause.

5.2.10 The employer shall supply all tools required for work to be performed by apprentices.

5.2.11 Where the employer supplies the apprentice with the usual kit of tools, other than those prescribed by this clause to be otherwise supplied by the employer, the employer shall be entitled to deduct any tool allowance payable under Clause 4.2 - Wages until the amount expended on the initial purchase has been recovered or the indenture completed whichever occurs first.

5.2.12 Where an apprentice successfully completes their indenture and has acquired the usual kit of tools as set out in this clause, the apprentice shall be entitled to retain that tool kit without deduction as their property.

5.3 – PROTECTION OF EMPLOYEE TOOLS

5.3.1 Carpenters and Joiners - The employer shall provide a waterproof and reasonable secure place where the employees' tools (when not in use) may be locked up apart from the employer's plant or material.

5.3.2 Other Employees - The employer shall, when practicable, provide a reasonably secure place on each job for the safekeeping of the employees' tools when not in use.

- 5.3.3 The employer shall indemnify an employee in respect of any tools of the employee stolen if the employer's failure to comply with this clause is a material factor in contributing to the stealing of the tools.

5.4 - CHANGE ROOM

Where no other reasonably suitable place is available, the employer shall (unless it is impracticable to do so) provide on each job, a suitable and convenient change room where the employees may change their clothes. The change room shall not be used for storing lime, cement or other similar materials.

5.5 - POSTING OF AWARD & UNION NOTICES

No employer shall prevent an official of the union from posting a copy of this award or any union notice in a suitable place on any job.

5.6 – DISTRICT ALLOWANCES

- 5.6.1 For the purposes of this clause the following terms shall have the following meaning:

(a) "dependant" in relation to an employee means:

- a spouse; or
- where there is no spouse, a child or any other relative resident within the State who rely on the employee for their main support; who does not receive a district or location allowance of any kind.

(b) "partial dependant" in relation to an employee means:

- a spouse; or
 - where there is no spouse, a child or any other relative resident within the State who rely on the employee for their main support;
- who receives a district or location allowance of any kind less than that applicable to an employee without dependants under any award, agreement or other provision regulating the employment of the partial dependant.

(c) "spouse" means an employee's spouse including de facto partner.

- 5.6.2 For the purposes of this clause, the boundaries of the various districts shall be as described hereunder and as delineated on the plan Schedule A –District Allowance of this Award.

- 5.6.3 For the purposes of this clause, a district shall mean:

- (a) The area within a line commencing on the coast; thence east along lat. 28 to a point north of Talling Peak, thence due south to Talling Peak; thence southeast to Mt Gibson and Burracoppin; thence to a point southeast at the junction of lat. 32 and long. 119; thence south along long. 119 to coast.
- (b) That area within a line commencing on the south coast at long. 119 then east along the coast to long. 123; then north along long. 123 to a point on lat. 30; thence west along lat. 30 to the boundary of No 1 District.
- (c) The area within a line commencing on the coast at lat. 26; then along lat. 26 to long. 123; thence south along long. 123 to the boundary of No 2 District.
- (d) The area within a line commencing on the coast at lat. 24; thence east to the South Australian Border; thence south to the coast; thence along the coast to long. 123 thence north to the intersection of lat. 26; thence west along lat. 26 to the coast.

- (e) That area of the State situated between the lat. 24 and a line running east from Carnot Bay to the Northern Territory.
 - (f) That area of the State north of a line running east from Carnot Bay to the Northern Territory Border.
- 5.6.4 An employee shall be paid a district allowance at the standard rate prescribed in Column II of Schedule A of this Award, for the district in which the employee's headquarters is located. Provided that where the employee's headquarters is situated in a town or place specified in Column III of Part II of Schedule B, the employee shall be paid a district allowance at the rate appropriate to that town or place as prescribed in Column IV of Part II of Schedule A.
- 5.6.5 An employee who has a dependant shall be paid double the district allowance prescribed by Clause 5.6.2 for the district, town or place in which the employee's headquarters is located.
- 5.6.6 Where an employee has a partial dependant the total district allowance payable to the employee shall be the district allowance prescribed by Clause 5.6.2 plus an allowance equivalent to the difference between the rate of district or location allowance the partial dependant receives and the rate of district or location allowance the partial dependant would receive if he or she was employed in a full time capacity under the Award, Agreement or other provision regulating the employment of the partial dependant.
- 5.6.7 When an employee is on approved annual recreational leave, the employee shall for the period of such leave, be paid the district allowance to which he or she would ordinarily be entitled.
- 5.6.8 When an employee is on long service leave or other approved leave with pay (other than annual recreational leave), the employee shall only be paid district allowance for the period of such leave if the employee, dependant/s or partial dependant/s remain in the district in which the employee's headquarters are situated.
- 5.6.9 When an employee leaves their or her district on duty, payment of any district allowance to which the employee would ordinarily be entitled shall cease after the expiration of two weeks unless the employee's dependant/s or partial dependant/s remain in the district or as otherwise approved by the employer.
- 5.6.10 Except as provided in Clause 5.6.9 of this clause, a district allowance shall be paid to any employee ordinarily entitled thereto in addition to reimbursement of any travelling, transfer or relieving expenses or camping allowance.
- 5.6.11 When an employee is provided with free board and lodging by the employer the allowance shall be reduced to two-thirds of the allowance the employee would ordinarily be entitled to under this clause.
- 5.6.12 An employee who is employed on a part-time basis shall be entitled to district allowance on a pro-rata basis. The allowance shall be determined by calculating the hours worked by the employee as a proportion of the full-time hours prescribed by this award. That proportion of the appropriate allowance shall be payable to the employee.
- 5.6.13 The rates expressed in Part II of this award shall be adjusted administratively every twelve (12) months, effective from the first pay period to commence on or after the first day of July in each year, in accordance with the official Consumer Price Index (CPI) for Perth, as published for the preceding 12 months at the end of the March quarter by the Australian Bureau of Statistics.
- 5.6.14 The rates agreed, in accordance with the above formula, by the parties shall then be lodged with the Registrar of the Western Australian Industrial Relations Commission.

5.7 – TRAINEESHIPS

5.7.1 Definitions

- (a) "Part time trainee" means a trainee who is employed for a minimum of 20 hours per week (except in the case of school based traineeships), and has regular and stable hours of work each week, to allow training to occur. Wages and entitlements accrue on a pro-rata basis.
- (b) "Traineeship" means a full time or part time structured employment based training arrangement approved by the Western Australian Department of Education and Training where the trainee gains

work experience and has the opportunity to learn new skills in a work environment. On successful completion of the traineeship the trainee obtains a nationally recognised qualification.

- (c) “Traineeship Training Contract” means the agreement between the employer and the trainee that provides details of the traineeship and obligations of the employer and trainee and is registered with the Western Australian Department of Education and Training.
- (d) “Training Plan” means the plan that outlines what training and assessment will be conducted off-the-job and what will be conducted on-the-job and how the Registered Training Organisation will assist in ensuring the integrity of both aspects of the training and assessment process.

5.7.2 Traineeships

- (a) Trainees are to be additional to the normal workforce of the employer so that trainees shall not replace paid employees or volunteers or reduce the hours worked by existing employees.
- (b) Training conditions

The arrangements between the employer and the trainee in relation to training are as specified in the Traineeship Training Agreement, as administered by the Department of Education and Training.

- (c) Employment conditions
 - (i) the initial period of employment for trainees is the nominal training period endorsed at the time the particular traineeship is established;
 - (ii) completion of the traineeship scheme will not guarantee the trainee future employment in the public sector, but the employer will cooperate to assist the trainee to be placed in suitable employment, should a position arise;
 - (iii) trainees are permitted to be absent from work without loss of continuity of employment to attend off the job training in accordance with the training plan. However, except for absences provided for under the relevant award/s, failure to attend for work or training without an acceptable cause will result in loss of pay for the period of the absence; and
 - (iv) trainees will receive a mix of supervised work experience, structured training on the job and off the job, and the opportunity to practice new skills in a work environment; and
 - (v) overtime and shift work shall not be worked by trainees except to enable the requirements of the training to be effected. When overtime and shift work are worked the relevant allowances and penalties of the relevant award, based on the training wage stated in paragraph (d) will apply. No trainee shall work overtime or shift work on their own.
- (d) Wages

The wages applicable to trainees shall be as prescribed in the National Training Wage Award 2000 for employees up to and including 20 years of age. Adult trainees will be paid the rate prescribed under the Minimum Conditions of Employment Act 1993 for the minimum weekly rate of pay for employees 21 or more years of age.

5.8 – SALARY PACKAGING

- 5.8.1 An employee may, by agreement with the employer, enter into a salary packaging arrangement in accordance with this clause and Australian Taxation Office requirements.
- 5.8.2 Salary packaging is an arrangement whereby the entitlements and benefits under the relevant award/s contributing toward the Total Employment Cost (TEC) – as defined in Clause 5.8.3 of an employee, can be reduced by and substituted with another or other benefits.
- 5.8.3 The TEC for salary packaging purposes is calculated by adding the following entitlements and benefits:

- (a) the base wage;
 - (b) other cash allowances;
 - (c) non-cash benefits;
 - (d) any Fringe Benefit Tax liabilities currently paid; and
 - (e) any variable components.
- 5.8.4 Where an employee enters into a salary packaging arrangement the employee will be required to enter into a separate written agreement with the employer setting out the terms and conditions of the salary packaging arrangement.
- 5.8.5 Notwithstanding any salary packaging arrangement, the wage rate as specified in the relevant award is the basis for calculating wage related entitlements specified in the relevant award/s.
- 5.8.6 Compulsory Employer Superannuation Guarantee contributions are to be calculated in accordance with applicable federal and state legislation. Compulsory employer contributions made to superannuation schemes established under the State Superannuation Act 2001 and the Parliamentary Superannuation Act 1970 are calculated on the gross (pre-packaged) wage amount regardless of whether an employee participates in a salary packaging arrangement with their employer.
- 5.8.7 A salary packaging arrangement cannot increase the costs to the employer of employing an individual.
- 5.8.8 A salary packaging arrangement is to provide that the amount of any taxes, penalties or other costs for which the employer or employee is or may become liable for and are related to the salary packaging arrangement, shall be borne in full by the employee.
- 5.8.9 In the event of any increase in taxes, penalties or costs relating to a salary packaging arrangement, the employee may vary or cancel that salary packaging arrangement.

5.9 - UNION FACILITIES FOR UNION REPRESENTATIVES

- 5.9.1 The employer recognises the rights of the union to organise and represent its members. Union representatives in the agency have a legitimate role and function in assisting the union in the tasks of recruitment, organising, communication and representing members' interests in the workplace and agency.
- 5.9.2 The employer recognises that, under the union's rules, union representatives are delegates representing members within a specific worksite.
- 5.9.3 The employer will recognise union representatives in the agency and will allow them to carry out their role and functions.
- 5.9.4 The union will advise the employer in writing of the names of the union representatives in the agency.
- 5.9.5 The employer shall recognise the authorisation of each union representative in the agency and shall provide them with the following:
- (a) Paid time off from normal duties to perform their functions as a union representative such as organising, recruiting, individual grievance handling, collective bargaining, involvement in the electorate delegates committee and to attend union business in accordance with Clause 6.9 - Leave to Attend Union Business of the award;
 - (b) Access to facilities required for the purpose of carrying out their duties. Facilities may include but not be limited to, the use of filing cabinets, meeting rooms, telephones, fax, email, internet, photocopiers and stationery. Such access to facilities shall not unreasonably affect the operation of the organisation and shall be in accordance with normal agency protocols;
 - (c) A noticeboard for the display of union materials including broadcast email facilities;

- (d) Paid access to periods of leave for the purpose of attending union training courses in accordance with clause 6.8 – Trade Union Training Leave of the award. Country representatives will be provided with appropriate travel time;
- (e) Notification of the commencement of new employees, and as part of their induction, time to discuss the benefits of union membership with them;
- (f) Access to awards, agreements, policies and procedures;
- (g) Access to information on matters affecting employees in accordance with clause 7. – Consultation in the agreement; and
- (h) The names of any Equal Employment Opportunity and Occupational Health, Safety and Welfare representatives.

5.9.6 The employer recognises that it is paramount that union representatives in the workplace are not threatened or disadvantaged in any way as a result of their role as a union representative

5.10 - PROHIBITION OF JUNIOR EMPLOYEES

- 5.10.1 Except as provided in Clause 5.10.2, the employment of junior employees (except apprentices) on any work which, if performed by an adult employee, would be subject to the provisions of this Award, is prohibited unless the consent of the appropriate union is in each case first obtained. If any junior employee (except an apprentice) is so employed, such employee shall be paid not less than the wage of an adult performing similar work.
- 5.10.2 A junior employee engaged on work for which an apprenticeship is provided for in this award and who is not registered as a probationer pursuant to regulation 5 of the Apprenticeship Regulations, shall be paid not less than the wage prescribed in Clause 4.2. - Wages for adult employees performing similar work.
- 5.10.3 Provided that this Clause shall not apply to any employee engaged with a view to apprenticeship. Such an employee shall be entitled to the rate prescribed by this award for an apprentice in their first year.

5.11 - MIXED FUNCTIONS

An employee engaged for more than two hours during one day on duties carrying a higher rate than their ordinary classification shall be paid the higher rate for such day. If for two hours or less during one day he shall be paid the higher rate for the time worked.

6. – LEAVE

6.1 Annual Leave

- (a) Except as hereinafter provided a period of 152 hours' annual leave with payment of ordinary wages as prescribed shall be allowed annually to an employee by his employer after a period of twelve months' continuous service with such employer.
- (b) "Ordinary Wages" for an employee other than a shift worker shall mean the rate of wage the employee has received for the greatest proportion of the calendar month prior to his taking the leave.
- (c) "Ordinary Wages" for a shift worker shall mean the rate of wage the shift worker would receive under Clause 3.3 - Shift Work of the award according to the employee's roster or projected roster including Saturday and Sunday shifts.
- (d) 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.

- (e) Where an employee 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.
- (f) If any award holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to that period one day being an ordinary working day for each holiday observed as aforesaid.
- (g) When work is closed down for the purpose of allowing annual leave to be taken, employees with less than a full year's service shall only be entitled to payment during such period for the number of days leave due to them.
- (h) Provided that nothing herein contained shall deprive the employer of his right to retain such workers during the close down period as may be required.
- (i) If after one month's continuous service in any qualifying twelve monthly period an employee lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, the employee shall be paid 2.92 hours pay at his ordinary rate of wage in respect of each completed week of continuous service in that qualifying period except that, in the case of an employee referred to in clauses 6.1.(d) &(e) he shall be paid 3.65 hours pay at the rate in respect of each completed week of continuous service.
- (j) In addition to any payment to which he may be entitled under Clause 6.1(i) of this clause, an employee whose employment terminates after he has completed a twelve monthly qualifying period and who has not been allowed the leave prescribed under this award in respect of that qualifying period, shall be given payment in lieu of that leave 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.
- (k) An employee may be rostered off and granted annual leave with payment of ordinary wages as prescribed prior to his having completed a period of twelve months' continuous service, in which case should the services of such employee terminate or be terminated prior to the completion of twelve months' continuous service, the said employee shall refund to the employer the difference between the amount received by him for wages in respect of the period of his annual leave and the amount which would have accrued to him by reason for the length of his service up to the date of the termination of his services.
- (l) Subject to clause 6.1(m) of this subclause, when computing the annual leave due under this clause, no deduction shall be made from such leave in respect of the period that an employee is on annual leave and/or holidays. Provided that no deduction shall be made for any approved period an employee is absent from duty through sickness, with or without pay, unless the absence exceeds three calendar months, in which case deduction may be made for such excess only.
- (m) Approved periods of absence from work caused through accident sustained in the course of employment shall not be considered breaks in continuity of service, but the first six months only of any such period shall count as service for the purpose of computing annual leave.

6.1.2 Annual Leave Loadings –

- (a) Day Workers: An employee proceeding on annual leave shall be paid, in addition to the ordinary payment for such leave, a loading of 17 1/2% calculated on the award rate of pay with respect to a maximum of four weeks' leave.
- (b) Provided that the maximum loading payment shall not exceed the amount set out in the Australian Bureau of Census and Statistics Publication for "average weekly earnings per male employed unit" in Western Australia for the September quarter immediately preceding the date the leave became due.

- (c) Shift Workers: A shift worker who is in receipt of an additional weeks' leave provided for in accordance with clause 6.1(d) of this clause, shall receive where the payment on annual leave, including shift and weekend penalties as defined in Clause 6.1.(c) is less than 20% in addition to the classified rate of pay prescribed in Clause 4.2- Wages for five weeks' leave, a loading which will produce an amount equal to 20% in addition to the award rate of pay for a maximum of five weeks. Provided that the payment shall not exceed five- fourths of the amount referred to in Clause 6.2(b) hereof, but this limitation will not affect an employee's entitlement to any additional payment by way of shift or weekend penalties under Clause 6.1 (b) of this clause should those penalties exceed 20%.

- 6.1.3 The loading prescribed by this subclause shall apply to proportionate leave on termination.
- 6.1.4 By agreement between the employer and employee annual or annual and accumulated leave may be taken in not more than two periods but neither of such periods shall be less than two weeks.
- 6.1.5 In taking annual leave, if an employees entitlement expires part way through a day, the employee shall have the option of resuming duty for that full day or take the balance of the day as approved leave without pay.
- 6.1.6 Any annual leave entitlement accumulated to an employee as at April 25, 1982 shall be adjusted in hours in the ratio of 38 to 40.
- 6.1.7 The provisions of this clause, shall not apply to casual employees.
- 6.1.8 Employees continue to accrue annual leave while on paid leave for the following purposes:
 - (a) annual leave;
 - (b) long service leave;
 - (c) observing a public holiday prescribed by this award;
 - (d) sick leave;
 - (e) carers' leave;
 - (f) bereavement leave;
 - (g) parental leave; and
 - (h) workers' compensation, except for that portion of an absence that exceeds six months in any year.
- 6.1.9 Employees continue to accrue annual leave while on unpaid sick leave except for that portion of an absence that exceeds three months.
- 6.1.10 Employees do not accrue annual leave when absent on approved periods of leave without pay that exceed 14 consecutive calendar days.

6.2 - SICK LEAVE

- 6.2.1 For the purposes of this Clause, "continuous service" shall not include any period:
 - (a) exceeding 14 calendar days in one continuous period during which an employee is absent on leave without pay. In the case of leave without pay that exceeds 14 calendar days, the entire period of such leave without pay is excised in full;
 - (b) which exceeds six months in one continuous period during which an employee is absent on workers' compensation. Only that portion of such continuous absence that exceeds six months shall not count as "continuous service"; or
 - (c) which exceeds three months in one continuous period during which an employee is absent on sick leave without pay. Only the portion of such continuous absence that exceeds three months shall not count as "continuous service".
- 6.2.2 Entitlement
 - (a) The employer shall credit fulltime employees with 76 hours of sick leave credits for each 12 month period of continuous service.

- (b) This sick leave entitlement accrues pro rata on a weekly basis.
- (c) On the completion of each year, unused sick leave credits will accumulate.
- (d) An employee employed on a fixed term contract shall receive the same entitlement as a permanent employee.
- (e) A part time employee shall be entitled to the same sick leave credits as a full time employee, but on a pro rata basis according to the number of hours worked each fortnight. Payment for sick leave shall only be made for those hours that would normally have been worked had the employee not been on sick leave.
- (f) Sick leave may be taken on an hourly basis or part thereof.
- (g) Payment may be adjusted at the end of each accruing year, or at the time the employee leaves the service of the employer in the event of the employee being entitled by service subsequent to the sickness in that year to a greater allowance than that made at the time the sickness occurred.

6.2.3 Evidence

- (a) An application for sick leave exceeding two consecutive working days shall be supported by evidence that would satisfy a reasonable person of the entitlement.
- (b) The number of sick days which may be granted without production of evidence that would satisfy a reasonable person required by Clause 6.2.3 (a) shall not exceed, in aggregate, five working days in any one accruing year.
- (c) An employee shall, as soon as reasonably practicable, notify the employer of their inability to attend for work, the nature of their illness or injury and the estimated duration of the absence.
- (d) Other than in extraordinary circumstances, the notification required by Clause 6.2.3 (c) shall be given to the employer within 24 hours of the commencement of the absence.
- (e) Other than as provided for in this paragraph, an employee is unable to access sick leave while on any period of annual or long service leave.
- (f) Where an employee is ill during a period of annual leave and produces at the time, or as soon as practicable thereafter, medical evidence to the satisfaction of the employer that, as a result of the illness, the employee was confined to their place of residence or a hospital for a period of at least seven consecutive calendar days, the employer shall grant sick leave for the period during which the employee was so confined and reinstate annual leave equivalent to the period of confinement.

6.2.4 Payment for replaced annual leave shall be at the wage rate applicable at the time the leave is subsequently taken provided that, where the annual leave loading prescribed in Clause 6.1 - Annual Leave has been paid to the employee with respect to the replaced annual leave, it shall be deemed to have been paid.

6.2.5 Where an employee is ill during a period of long service leave and produces at the time, or as soon as practicable thereafter, medical evidence to the satisfaction of the employer that, as a result of the illness, the employee was confined to their place of residence or a hospital for a period of at least 14 consecutive calendar days, the employer may grant sick leave for the period during which the employee was so confined and reinstate long service leave equivalent to the period of confinement.

6.2.6 In exceptional circumstances, the employer may approve the conversion of an employee's sick leave credits to half pay to cover an absence on sick leave due to illness.

6.2.7 An employee is unable to access sick leave while on any period of leave without pay.

6.2.8 The provisions of this Clause with respect to payment do not apply to employees whose injury or illness is the result of the employee's own misconduct.

6.2.9 Workers' compensation

- (a) Where an employee suffers a disability within the meaning of section 5 of the Workers' Compensation and Injury Management Act 1981 (WA) which necessitates that employee being absent from duty, sick leave with pay shall be granted to the extent of sick leave credits.
- (b) In accordance with section 80 (2) of the Workers' Compensation and Injury Management Act 1981 (WA), where the claim for workers' compensation is decided in favour of the employee, sick leave credits are to be reinstated and the period of absence granted as sick leave without pay.

6.2.10 Portability

Where:

- (a) an employee was, immediately prior to being employed by the employer, employed in the service of the public service of Western Australia or any other state body of Western Australia; and
- (b) the period of employment between the date when the employee ceased previous employment and the date of commencing employment with the employer does not exceed one week or any other period approved by the employer;
- (c) the employer will credit the employee additional sick leave credits equivalent to those held at the date the employee ceased previous employment.

6.2.11 Unused sick leave will not be cashed out or paid out when an employee ceases their employment.

6.2.12 The provisions of this Clause do not apply to casual employees.

6.3 - CARERS' LEAVE

6.3.1 An employee is entitled to use, each year, up to five days of the employee's sick leave entitlement to be the primary care giver of a member of the employee's family or household who is ill or injured and in need of immediate care and attention.

6.3.2 An employee shall, wherever practical, give the employer notice of the intention to take carers' leave and the estimated length of absence. If it is not practicable to give prior notice of absence, an employee shall notify the employer as soon as possible on the first day of absence. Where possible, an estimate of the period of absence from work shall be provided.

6.3.3 An employees shall provide, where required by the employer, evidence to establish the requirement to take carers' leave. An application for carers' leave exceeding two consecutive working days shall be supported by evidence that would satisfy a reasonable person of the entitlement.

6.3.4 The definition of "family" shall be the definition of "relative" contained in the Equal Opportunity Act 1986. That is, a person who is related to the employee by blood, marriage, affinity or adoption and includes a person who is wholly or mainly dependent on, or is a member of the household of, the employee.

6.3.5 Carers' leave may be taken on an hourly basis or part thereof.

6.4 - PUBLIC HOLIDAYS

6.4.1 The following days or the days observed in lieu shall, subject to the provisions of this Clause, be allowed as holidays without deduction of pay:

New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.

6.4.2 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 Clause.

- 6.4.3 When any of the days mentioned in Clause 6.4.1 (a) fall on a Saturday or a Sunday, the holiday shall be observed on the next succeeding Monday and, when Boxing Day falls on a Sunday or a Monday, the holiday shall be observed on the next succeeding Tuesday. In each case, the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.
- 6.4.4 Whenever any of the days referred to in Clause 6.4.1 (a) falls on an employee's ordinary working day and the employee is not required to work on such day, they shall be paid for the ordinary hours they would have worked on such day had it not been a holiday.
- 6.4.5 A shift employee who is regularly rostered to work Sundays and/or public holidays, or a Security Officer who is not required to work on a holiday which falls on their rostered day off, shall be allowed a day's leave with pay to be added to their annual leave or taken at some other time if the employee so agrees. 'Regularly rostered' means the employee is rostered to work on at least eleven Sundays and/or public holidays in a period of 12 months' continuous service.
- 6.4.6 Any employee required to work on a holiday shall be paid for the time worked at the rate of double time and one half. Provided that in lieu of this entitlement, and subject to agreement between the employer and the employee, work performed on a public holiday may be paid for at the rate of time and one half and, in addition, the employee shall be allowed a day's leave with pay to be added to their annual leave or taken at some other time if the employee so agrees.
- 6.4.7 When an employee is off duty owing to leave without pay, any holiday falling during such absence shall not be treated as a paid holiday. Where the employee is on duty or available on the whole of the working day immediately preceding a holiday, or resumes duty or is available on the whole of the working day immediately following a holiday, as prescribed in this clause, the employee shall be entitled to a paid holiday on all such holidays.
- 6.4.8 The provisions of this Clause shall not apply to:
- (a) casual employees; or
 - (b) employees who do not ordinarily work on the day on which a public holiday falls.
- 6.4.9 Where:
- (a) a day is proclaimed as a public holiday or as a public half-holiday under section 7 of the Public and
 - (b) Bank Holidays Act 1972; and
 - (c) that proclamation does not apply throughout the State or to the metropolitan area of the State;

that day shall be a public holiday or, as the case may be, a public half-holiday, for the purposes of this award within the district or locality specified in the proclamation.

6.5 - LONG SERVICE LEAVE

Subject to the provisions of this Clause, the long service leave provisions set out in Volume 66 of the Western Australian Industrial Gazette at pages 319 to 321 inclusive apply to employees covered by this award.

6.6 – BEREAVEMENT LEAVE

- 6.6.1 Employees, including casuals, shall on the death of:
- (a) a partner of an employee;
 - (b) a child or stepchild of an employee;
 - (c) a parent or step-parent of an employee;
 - (d) a brother, sister, step-brother or step-sister; or
 - (e) any other person who, immediately before that person's death, lived with an employee as a member of an employee's family, be eligible for up to two (2) days paid bereavement leave, provided that at the request of an employee the employer may exercise discretion to grant bereavement leave to an employee in respect of some other person with whom the employee has a special relationship.

- 6.6.2 The two (2) days need not be consecutive.
- 6.6.3 Bereavement leave is not to be taken during any other period of leave.
- 6.6.4 An employee shall not be entitled to claim payment for bereavement leave on a day when that employee is not ordinarily rostered to work.
- 6.6.5 Payment of such leave may be subject to an employee providing evidence, if so requested by the employer, of the death or relationship to the deceased that would satisfy a reasonable person.
- 6.6.6 Employees requiring more than two (2) days bereavement leave in order to travel overseas or interstate in the event of the death overseas or interstate of a member of an employee's immediate family may, upon providing adequate proof, in addition to any bereavement leave to which the employee is eligible, have immediate access to annual leave and/or accrued long service leave and/or leave without pay, provided all accrued leave is exhausted.

6.7 - PARENTAL LEAVE

6.7.1 Definitions

- (a) "Employee" includes full time, part time, permanent and fixed term contract employees.
- (b) "Primary Care Giver" is the employee who will assume the principal role for the care and attention of a child/children. The employer may require confirmation of primary care giver status.
- (c) "Replacement Employee" is an employee specifically engaged to replace an employee proceeding on parental leave.
- (d) "Public sector" means an employing authority as defined in Section 5 of the Public Sector Management Act 1994.

6.7.2 Entitlement to parental and partner leave

- (a) An employee is entitled to a period of up to 52 weeks unpaid parental leave in respect of the:
- birth of a child to the employee or the employee's partner; or
 - adoption of a child who is not the child or the stepchild of the employee or the employee's partner; is under the age of five (5); and has not lived continuously with the employee for six (6) months or longer.
- (b) An employee identified as the primary care giver of a child and who has completed twelve months continuous service in the Western Australian public sector shall be entitled to seven (7) weeks paid parental leave. Paid parental leave will form part of the 52-week entitlement provided in clause 6.7.2.
- (c) The entitlement of 7 weeks paid parental leave provided for in Clause 6.7.2(a & b) is increased to eight (8) weeks from 1 January 2006.
- (d) A pregnant employee can commence the period of paid parental leave any time up to six (6) weeks before the expected date of birth and no later than four (4) weeks after the birth. Any other primary care giver can commence the period of paid parental leave from the birth date or, for the purposes of adoption, from the placement of the child but no later than four (4) weeks after the birth or placement of the child.
- (e) Paid parental leave for primary care purposes for any one birth or adoption shall not exceed seven (7) weeks from 1 January 2005 or eight (8) weeks from 1 January 2006.
- (f) The paid and unpaid parental leave entitlement up to a maximum of 52 weeks may be shared between partners assuming the role of primary care giver.
- (g) Parental leave may not be taken concurrently by an employee and their partner except under special circumstances and with the approval of the employer.

- (h) Where less than the standard parental leave is taken, the unused portion of the period of paid or unpaid leave cannot be preserved in any way.
- (i) An employee may elect to receive pay in advance for the period of paid parental leave at the time the parental leave commences, or may elect to be paid the entitlement on a fortnightly basis over the period of the paid parental leave.
- (j) An employee is eligible, without resuming duty, for subsequent periods of parental leave in accordance with the provisions of this clause.

6.7.3 Partner leave

An employee who is not a primary care giver shall be entitled to a period of unpaid partner leave of up to one (1) week at the time of the birth of a child/children to their partner. In the case of adoption of a child this period shall be increased to up to three (3) weeks unpaid leave.

6.7.4 Birth of a child

- (a) An employee shall provide the employer with a medical certificate from a registered medical practitioner naming the employee, or the employee's partner, confirming the pregnancy and the estimated date of birth.
- (b) If the pregnancy results in other than a live child or the child dies in the seven (7) weeks immediately after the birth, the entitlement to paid parental leave remains intact.
- (c) The number of weeks referred to in Clause 6.7.4(b) is increased to eight (8) weeks from 1 January 2006.

6.7.5 Adoption of a child

- (a) An employee seeking to adopt a child shall be entitled to two (2) days unpaid leave to attend interviews or examinations required for the adoption procedure. Employees working or residing outside the Perth metropolitan area are entitled to an additional days unpaid leave. The employee may take any paid leave entitlement in lieu of this leave.
- (b) If an application for parental leave has been granted for the adoption of a child, which does not eventuate, then the period of paid or unpaid parental leave is terminated. Employees may take any other paid leave entitlement in lieu of the terminated parental leave or return to work.

6.7.6 Other leave entitlements

- (a) An employee proceeding on unpaid parental leave may elect to substitute any part of that leave with accrued annual leave or long service leave for the whole or part of the period of unpaid parental leave.
- (b) Subject to all other leave entitlements being exhausted, an employee shall be entitled to apply for leave without pay following parental leave to extend their leave by up to two (2) years. The employer's approval is required for such an extension.
- (c) Any period of leave without pay must be applied for and approved in advance and will be granted on a year-by-year basis. Where both partners work for the employer, the total combined period of leave without pay following parental leave will not exceed two (2) years.
- (d) An employee on parental leave is not entitled to paid absences other than as specified in subclauses (6) (a) and (e) and (2) (i).
- (e) Should the birth or adoption result in other than the arrival of a living child, the employee shall be entitled to such period of paid personal leave or unpaid leave for a period certified as necessary by a registered medical practitioner. Such paid personal leave cannot be taken concurrently with paid parental leave.

- (f) Where a pregnant employee not on parental leave suffers illness related to the pregnancy or is required to undergo a pregnancy related medical procedure the employee may take any paid personal leave to which the employee is entitled or unpaid leave for a period as certified necessary by a registered medical practitioner.

6.7.7 Notice and variation

- (a) The employee shall give not less than four (4) weeks notice in writing to the employer of the date the employee proposes to commence paid or unpaid parental leave stating the period of leave to be taken.
- (b) An employee seeking to adopt a child shall not be in breach of Clause 6.7.7 by failing to give the required period of notice if such failure is due to the requirement of the adoption agency to accept earlier or later placement of a child, or other compelling circumstances.
- (c) An employee proceeding on parental leave may elect to take a shorter period of parental leave and may, at any time during that period, elect to reduce or extend the period stated in the original application, provided four (4) weeks written notice is provided.

6.7.8 Transfer to a safe job

Where illness or risks arising out of pregnancy or hazards connected with the work assigned to the pregnant employee make it inadvisable for the employee to continue in her present duties, the duties shall be modified or the employee may be transferred to a safe position at the same classification level until the commencement of parental leave.

6.7.9 Replacement employee

- (a) Prior to engaging a replacement employee, the employer shall inform the person of the temporary nature of the employment and the entitlements relating to the return to work of the employee on parental leave.
- (b) A replacement employee may be employed part time. Subject to this Clause, paragraphs (g), (h), (i), (j) and (n) of Clause 6.7.11 and paragraphs (d) and (e) of Clause 6.7.12 of this clause apply to the part time employment of a replacement employee.

Nothing in this Clause shall be construed as requiring an employer to engage a replacement employee.

6.7.10 Return to work

- (a) An employee shall confirm the intention to return to work by notice in writing to the employer not less than four (4) weeks prior to the expiration of parental leave.
- (b) Where an employer has made a definite decision to introduce major changes that are likely to have a significant effect on the employee's position, the employer shall notify the employee while they are on parental leave.
- (c) An employee on return to work from parental leave will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the employee's skill and abilities as the substantive position held immediately prior to proceeding on parental leave. Where the employee was transferred to a safe job, the employee is entitled to return to the position occupied immediately prior to transfer.

6.7.11 Part time work

- (a) A pregnant employee may work part time in one or more periods while she is pregnant where part time employment is, because of the pregnancy, necessary or desirable.
- (b) An employee may return on a part time or job-share basis to the substantive position occupied prior to the commencement of leave or to a different position at the same classification level. The employee may work part time in one or more periods.

- (c) Subject to the employer's approval, an employee who has returned on a part time basis may revert to full time work at the same classification level within two (2) years of the recommencement of work.
- (d) Commencement on part-time work under this Clause, and return from part-time to full-time work under this Clause, shall not break the continuity of service or employment.
- (e) Subject to the provisions of this Clause and to the matters agreed in accordance with paragraph (i) of this Clause, part time employment shall be accordance with the provisions of this award, which shall apply on a pro rata basis.
- (f) An employee working part time under this Clause shall be entitled to leave accrued in respect of a period of full time employment, in such periods and manner as specified in the annual leave provisions of the relevant award.
- (g) A full time employee shall be paid for and take any annual leave accrued in respect of a period of part time employment under this Clause, in such periods and manner as specified in the relevant award, as if the employee were working part time in the class of work the employee was performing as a part time employee immediately before resuming full time work.
- (h) Provided that, by agreement between the employer and employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full time rate.
- (i) An employee working part time under this Clause shall have sick leave entitlements which have accrued under the relevant award (including any entitlement accrued in respect of previous full time employment) converted into hours. When this entitlement is used, whether as a part time employee or as a full time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.
- (j) Before commencing a period of part time employment under this Clause, the employee and the employer shall agree upon:
 - (i) the hours to be worked; the days upon which they will be worked and commencing times for the work;
 - (ii) the classification applying to the work to be performed; and
 - (iii) the period of part time employment.
- (k) The terms of the agreement made under Clause 6.7.11(i) may be varied by consent.
- (l) The terms of the agreement made under Clause 6.7.11(i) shall be reduced to writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer. The terms of this agreement shall apply to the part time employment.
- (m) An employer may request, but not require, an employee working part time under this Clause to work outside of or in excess of the employee's ordinary hours of duty provided for in the relevant award.
- (n) The work to be performed part time need not be the work performed by the employee in their former position but shall be work performed under this award.
- (o) An employee may work part time under this Clause notwithstanding any other provision of this or any other relevant award which limits or restricts the circumstances in which part time employment may be worked or the terms upon which it may be worked, including provisions:
 - (i) limiting the number of employees who may work part time;
 - (ii) establishing quotas as to the ratio of part time to full time employees;

- (iii) prescribing to a minimum or maximum number of hours a part time employee may work; or
- (iv) requiring consultation with, consent of, or monitoring by a union; and
- (v) such provisions do not apply to part time work under this Clause.

6.7.12 Effect of parental leave and part time employment on the contract of employment

- (a) An employee employed for a fixed term contract shall have the same entitlement to parental leave, however, the period of leave granted shall not extend beyond the term of that contract.
- (b) Paid parental leave will count as qualifying service for all purposes under the relevant award. Absence on unpaid parental leave shall not break the continuity of service of employees but shall not be taken into account in calculating the period of service for any purpose under the relevant award.
- (c) An employee on parental leave may terminate employment at any time during the period of leave by written notice in accordance with the relevant award.
- (d) An employer shall not terminate the employment of an employee on the grounds of the employee's application for parental leave, absence on parental leave, or because the employee has exercised or proposes to exercise any part time employment rights and/or benefits as provided for in Clause 6.7.11 but otherwise the rights of the employer in respect of termination of employment are not affected.
- (e) Any termination entitlements payable to an employee whose employment is terminated while working part time under Clause 6.7.11, or while working full time after transferring from part time work under Clause 6.7.11, shall be calculated by reference to the full time rate of pay at the time of termination and by regarding all service as a full time employee as qualifying for a termination entitlement based on the period of full time employment and all service as a part time employee on a pro rata basis.

6.8 -TRADE UNION TRAINING LEAVE

6.8.1 Subject to the employer's convenience and the provisions of this clause:

- (a) The employer shall grant paid leave of absence to officers who are nominated by the Association to attend short courses relevant to the public sector or the role of union workplace representative, conducted by the Civil Service Association.
- (b) The employer shall grant paid leave of absence to attend similar courses or seminars as from time to time approved by agreement between the employer and the Association.

6.8.2 An officer shall be granted up to a maximum of five (5) days paid leave per calendar year for trade union training or similar courses or seminars as approved. However, leave of absence in excess of five (5) days and up to ten (10) days may be granted in any one calendar year provided that the total leave being granted in that year and in the subsequent year does not exceed ten (10) days.

6.8.3 Leave of absence will be granted at the ordinary rate of pay and shall not include shift allowances, penalty rates or overtime.

6.8.4 Where a Public Holiday or rostered day off falls during the duration of a course, a day off in lieu of that day will not be granted.

6.8.5 Subject to Clauses 6.8.3 & 6.8.4, shift workers attending a course shall be deemed to have worked the shifts they would have worked had leave not been taken to attend the course.

6.8.6 Part-time officers shall receive the same entitlement as full time officers, but payment shall only be made for those hours that would normally have been worked but for the leave.

6.8.7 Any application by an officer shall be submitted to the employer for approval at least four weeks before the commencement of the course unless the employer agrees otherwise.

- 6.8.8 All applications for leave shall be accompanied by a statement from the union indicating that the officer has been nominated for the course. The application shall provide details as to the subject, commencement date, length of course, venue and the authority, which is conducting the course.
- 6.8.9 A qualifying period of twelve months service shall be served before an officer is eligible to attend courses or seminars of more than a half-day duration. The employer may, where special circumstances exist, approve an application to attend a course or seminar where an officer has less than twelve months service.
- 6.8.10 The employer shall not be liable for any expenses associated with an officer's attendance at trade union training courses.
- 6.8.11 Leave of absence granted under this clause shall include any necessary travelling time in normal working hours immediately before or after the course.

6.9 - LEAVE TO ATTEND UNION BUSINESS

- 6.9.1 The employer shall grant paid leave during ordinary working hours to an employee:
- (a) who is required to give evidence before any industrial tribunal;
 - (b) who as union-nominated representative of the employees is required to attend negotiations and/or conferences between the Union and employer;
 - (c) when prior agreement between the Union and employer has been reached for the employee to attend official union meetings preliminary to negotiations or industrial hearings;
 - (d) who as a union-nominated representative of the employees is required to attend joint union/management consultative committees or working parties.
- 6.9.2 The granting of leave pursuant to paragraph (a) of this Clause shall only be approved:
- (a) where an application for leave has been submitted by an employee a reasonable time in advance;
 - (b) for the minimum period necessary to enable the union business to be conducted or evidence to be given;
 - (c) for those employees whose attendance is essential;
 - (d) when the operation of the organisation is not being unduly affected and the convenience of the employer impaired.
- 6.9.3 Leave of absence will be granted at the ordinary rate of pay.
- 6.9.4 The employer shall not be liable for any expenses associated with an employee attending to union business.
- 6.9.5 Leave of absence granted under this clause shall include any necessary travelling time in normal working hours.
- 6.9.6 Nothing in this clause shall diminish the existing arrangements relating to the granting of paid leave for union business.
- 6.9.7 An employee shall not be entitled to paid leave to attend union business other than as prescribed by this clause.
- 6.9.8 The provisions of this clause shall not apply to special arrangements made between the parties which provide for unpaid leave for employees to conduct union business.
- 6.9.9 The provisions of this clause shall not apply when an employee is absent from work without the approval of the employer.

6.10 - CULTURAL/CEREMONIAL LEAVE

- 6.10.1 Cultural/ceremonial leave shall be available to all employees.

- 6.10.2 Such leave shall include leave to meet the employee's customs, traditional law and to participate in cultural and ceremonial activities.
- 6.10.3 Employees are entitled to time off without loss of pay for cultural/ceremonial purposes, subject to agreement between the employer and employee and sufficient leave credits being available.
- 6.10.4 The employer will assess each application for ceremonial/cultural leave on its merits and give consideration to the personal circumstances of the employee seeking the leave.
- 6.10.5 The employer may request reasonable evidence of the legitimate need for the employee to be allowed time off.
- 6.10.6 Cultural/ceremonial leave may be taken as whole or part days off. Each day, or part thereof, shall be deducted from:
 - (a) the employee's annual leave entitlements (where applicable); or
 - (b) accrued days off or time in lieu.
- 6.10.7 Time off without pay may be granted by arrangement between the employer and the employee for cultural/ceremonial purposes.

6.11. – PURCHASED LEAVE – 48/52 WAGES ARRANGEMENT

- 6.11.1 The employer and an employee may agree to enter into an arrangement whereby the employee can purchase up to four (4) weeks additional leave.
- 6.11.2 The employer will assess each application for 48/52 wage arrangement on its merits and give consideration to the personal circumstances of the employee seeking the arrangement.
- 6.11.3 Access to this entitlement will be subject to the employee having satisfied the employer's accrued leave management policy.
- 6.11.4 The employee can agree to take a reduced wage spread over the 52 weeks of the year and receive the following amounts of additional purchased leave:

Number of weeks wages spread over 52 weeks	Number of weeks purchased leave
48 weeks	4 weeks
49 weeks	3 weeks
50 weeks	2 weeks
51 weeks	1 week

- 6.11.5 The purchased leave will not be able to be accrued. The employee is to be entitled to pay in lieu of the additional leave not taken. In the event that the employee is unable to take such purchased leave, their wage will be adjusted on the last pay period in January to take account of the fact that time worked during the year was not included in the wage.
- 6.11.6 Where an employee who is in receipt of a higher duties allowance provided for in the relevant award proceeds on any period of additional purchased leave, the employee shall not be entitled to receive payment of the allowance for any period of purchased leave.
- 6.11.7 In the event that a part time employee's ordinary working hours are varied during the year, the wage paid for such leave taken will be adjusted on the last pay in January to take into account any variations to the employee's ordinary working hours during the previous year.

6.12 – DEFERRED WAGES ARRANGEMENT

- 6.12.1 With the written agreement of the employer, an employee may elect to receive, over a four-year period, 80% of the wage they would otherwise be entitled to receive in accordance with the relevant award.
- 6.12.2 The employer will assess each application for deferred salary on its merits and give consideration to the personal circumstances of the employee seeking the leave.
- 6.12.3 On completion of the fourth year, an employee will be entitled to 12 months leave and will receive an amount equal to 80% of the wage they were otherwise entitled to in the fourth year of deferment.
- 6.12.4 Where an employee completes four (4) years of deferred wage service and is not required to attend duty in the following year, the period of non-attendance shall not constitute a break in service and shall count as service on a pro-rata basis for all purposes.
- 6.12.5 An employee may withdraw from this arrangement prior to completing a four-year period by written notice. An employee will receive a lump sum payment of wages forgone to that time but will not be entitled to equivalent absence from duty.
- 6.12.6 The employer will ensure that superannuation arrangements and taxation effects are fully explained to the employee by the relevant authority. The employer will put any necessary arrangements into place.

6.13 - STUDY LEAVE

- 6.13.1 Conditions for granting time off
- (a) An employee may be granted time off with pay for part-time study purposes at the discretion of the employer.
 - (b) Part-time employees are entitled to study leave on the same basis as full time employees. Employees working shift work or on fixed term contracts also have the same access to study leave as all other employees.
 - (c) Time off with pay may be granted up to a maximum of five hours per week, including travelling time, where subjects of approved courses are conducted during normal working hours. The equivalent applies if studying by correspondence.
 - (d) Employees who are obliged to attend educational institutions for compulsory block sessions may be granted time off with pay, including travelling time, up to the maximum annual amount allowed to an employee in paragraph (c) of Clause 6.13.1.
 - (e) Employees shall be granted sufficient time off with pay to travel to and sit for the examinations of any approved course of study or for the mature age entrance examination for tertiary admission conducted by the Tertiary Institution Service Centre.
- 6.13.2 In every case the approval of time off to attend lectures and tutorials will be subject to:
- (a) the employer's convenience;
 - (b) the course being undertaken on a part-time basis;
 - (c) employees undertaking an acceptable formal study load in their own time;
 - (d) employees making satisfactory progress with their studies; and
 - (e) the course being relevant to the employee's career in the public sector and being of value to the state.
- 6.13.3 A service agreement or bond will not be required.
- 6.13.4 Payment of fees and other costs
- (a) Cadets and trainees

- (i) Employers are to meet the payment of higher education administrative charges for cadets and trainees who, as a condition of their employment, are required to undertake studies at a post secondary institution. Employees who, of their own volition, attend such institutions to gain higher qualifications will be responsible for the payment of fees.
 - (ii) This assistance does not include the cost of textbooks or Guild and Society fees.
 - (iii) An employee who is required to repeat a full academic year of the course will be responsible for payment of the higher education fees for that particular year.
- (b) All employees

Notwithstanding paragraph (a) of this Clause, the employer has the discretion to reimburse an employee for the full or part of any reasonable costs of enrolment fees, Higher Education Contribution Surcharge, compulsory textbooks, compulsory computer software, and other necessary study materials. Half of the value of the agreed costs shall be reimbursed immediately following production of written evidence of successful completion of the subject for which reimbursement has been claimed. The employer and employee may agree to alternative reimbursement arrangements.

6.13.5 Approved courses

- (a) First degree or Associate Diploma courses at a post secondary institution.
- (b) Diploma courses and two year full time certificate courses at Technical and Further Education (TAFE).
- (c) Secondary courses leading to the Tertiary Entrance Examination (see paragraph (i) of Clause 6.13.6) or courses preparing students for the mature age entrance conducted by the Tertiary Institutions Service Centre.
- (d) Courses recognised by the National Authority for the Accreditation of Translators and Interpreters (NAATI) in a language relevant to the needs of the public sector.
- (e) Except as outlined in paragraph (d) of this Clause, employees are not eligible for study assistance if they already possess one of the qualifications specified in Clause 6.13.6(a)(i) of this clause.
- (f) An employee who has completed a Diploma through TAFE is eligible for study assistance to undertake a degree course at any of the tertiary institutions in Clause (3)(a)(i). An employee who has completed a two year full-time Certificate through TAFE is eligible for study assistance to undertake a Diploma course specified in Clause 6.13.6(a)(ii) of this clause, or a degree or Associate Diploma course specified in Clause 6.13.6(a)(i) of this clause.
- (g) Assistance towards additional qualifications including second or higher degrees may be granted in special cases in a specialist area of benefit to the public sector as well as the employee.

6.13.6 For the purposes of this clause:

- (a) In determining the employer's convenience, employers should give due emphasis to the employee's career aspirations.
- (b) An acceptable part-time study load should be regarded as not less than five hours per week of formal tuition or the equivalent if studying by correspondence with at least half of the total formal study commitment being undertaken in the employee's own time, except in special cases such as where the employee is in the final year of study and requires less time to complete the course, or the employee is undertaking the recommended part-time year or stage and this does not entail five hours formal study.
- (c) The relevance of a course should be determined from a public sector rather than an employer perspective. For instance, an employee may be undertaking a course of study which is of no special

relevance to the employee's work or employer but which may well be particularly significant in some other section of the public sector.

- (d) A first degree or Associate Diploma course does not include the continuation of a degree or Associate Diploma towards a higher postgraduate qualification.
- (e) In cases where employees are studying subjects that require fortnightly classes, the weekly study load should be calculated by averaging over two weeks the total fortnightly commitment.
- (f) Travelling time returning home after lectures or tutorials is to be calculated as the excess time taken to travel home from such classes, compared with the time usually taken to travel home from the employee's normal place of work.
- (g) An employee shall not be granted more than five hours time off with pay per week except in exceptional circumstances where the employer may decide otherwise.
- (h) Time off with pay for those who have failed a unit or units may be considered for one repeat year only.
- (i) Study leave for attendance at courses leading to the Tertiary Entrance Examination will generally only be granted if the employee has already unsuccessfully attempted to enter tertiary studies through the mature age entrance examination conducted by the Tertiary Institutions Service Centre. However, this condition will not apply if a pass in certain subjects is a prerequisite for entry into an intended course of non-tertiary study or training that meets the requirements specified in this clause.

6.13.7 Subject to the provisions of Clause 6.13.8, the employer may grant an employee full time study leave with pay to undertake:

- (a) post graduate degree studies at Australian or overseas tertiary education institutions; or
- (b) study tours involving observations and/or investigations; or
- (c) a combination of postgraduate studies and study tours.

6.13.8 Applications for full time study leave with pay are to be considered on their merits and may be granted provided that the following conditions are met:

- (a) The course or a similar course is not available locally. Where the course of study is available locally, applications are to be considered in accordance with the provisions of clauses 6.13.1 to 6.13.5 of this clause and the Leave Without Pay provisions of this award.
- (b) It must be a highly specialised course with direct relevance to the employee's profession.
- (c) It must be highly relevant to the employer's corporate strategies and goals.
- (d) The expertise or specialisation offered by the course of study should not already be available through other employees employed within the organisation.
- (e) If the applicant was previously granted study leave, studies must have been successfully completed at that time. Where an employee is still under a bond, this does not preclude approval being granted to take further study leave if all the necessary criteria are met.

6.13.9 A fixed term contract employee may not be granted study leave with pay for any period beyond that employee's approved period of engagement.

6.13.10 Full time study leave with pay may be approved for more than 12 months subject to a yearly review of satisfactory performance.

6.13.11 Where an outside award is granted and the studies to be undertaken are considered highly desirable by an employer, financial assistance to the extent of the difference between the employee's normal wage and the value of the award may be considered. Where no outside award is granted and where a request meets all the necessary criteria, then part or full payment of wages may be approved at the discretion of the employer.

- 6.13.12 The employer supports recipients of coveted awards and fellowships by providing study leave with pay. Recipients normally receive as part of the award or fellowship; return airfares, payment of fees, allowance for books, accommodation or a contribution towards accommodation.
- 6.13.13 Where recipients are in receipt of a living allowance, this amount should be deducted from the employee's wages for that period.
- 6.13.14 Where the employer approves full time study leave with pay, the actual wage contribution forms part of the employer's approved average staffing level funding allocation. Employers should bear this in mind if considering temporary relief.
- 6.13.15 Where study leave with pay is approved and the employer also supports the payment of transit costs and/or an accommodation allowance, the employer will gain approval for the transit and accommodation costs as required.
- 6.13.16 Where employees travelling overseas at their own expense wish to participate in a study tour or convention whilst on tour, study leave with pay may be approved by the employer together with some local transit and accommodation expenses providing it meets the requirements of Clause 6.13.8. Each case is to be considered on its merits.
- 6.13.17 The period of full time study leave with pay is accepted as qualifying service for leave entitlements and other privileges and conditions of service prescribed for employees under this award.

6.14 - LEAVE WITHOUT PAY

- 6.14.1 Subject to the provisions of Clause 6.14.2 of this clause, the employer may grant an employee leave without pay for any period and is responsible for that employee on their return.
- 6.14.2 Every application for leave without pay will be considered on its merits and may be granted provided that the following conditions are met:
- (a) The work of the employer is not inconvenienced; and
 - (b) All other leave credits of the employee are exhausted.
- 6.14.3 An employee on a fixed term appointment may not be granted leave without pay for any period beyond that employee's approved period of engagement.
- 6.14.4 Leave without pay for full time study
- (a) The employer may grant an employee without pay to undertake full time study, subject to a yearly review of satisfactory performance.
 - (b) Leave without pay for this purpose shall not count as qualifying service for leave purposes.
 - (c) Leave without pay for Australian Institute of Sport scholarships
 - (d) Subject to the provisions of Clause 6.14.2 of this clause, the employer may grant an employee who has been awarded a sporting scholarship by the Australian Institute of Sport, leave without pay.
- 6.14.5 Any period that exceeds two weeks during which an officer is on leave of absence without pay shall not, for any purpose, be regarded as part of the period of service of that officer.

6.15 – BLOOD/PLASMA DONORS LEAVE

- 6.15.1 Subject to operational requirements, employees shall be entitled to absent themselves from the workplace in order to donate blood or plasma in accordance with the following general conditions:
- (a) prior arrangements with the supervisor has been made and at least two (2) days' notice has been provided; or

(b) the employee is called upon by the Red Cross Blood Centre.

- 6.15.2 The notification period shall be waived or reduced where the line manager is satisfied that operations would not be unduly affected by an employee's absence.
- 6.15.3 Employees shall be required to provide proof of attendance at the Red Cross Blood Centre upon return to work.
- 6.15.4 Employees shall be entitled to two (2) hours of paid leave per donation for the purpose of donating blood or plasma to the Red Cross Blood Centre.

6.16 – EMERGENCY SERVICES LEAVE

- 6.16.1 Subject to operational requirements, paid leave of absence shall be granted by the employer to an employee who is an active volunteer member of State Emergency Service, St John Ambulance Brigade, Volunteer Fire and Rescue Service, Bush Fire Brigades, Volunteer Marine Rescue Services Groups or FESA Units, in order to allow for attendances at emergencies as declared by the recognised authority.
- 6.16.2 The employer shall be advised as soon as possible by an employee, the emergency service, or other person as to the absence and, where possible, the expected duration of leave.
- 6.16.3 The employee must complete a leave of absence form immediately upon return to work.
- 6.16.4 The application form must be accompanied by a certificate from the emergency organisation certifying that the employee was required for the specified period.
- 6.16.5 An employee who, during the course of an emergency, volunteers their services to an emergency organisation, shall comply with Clauses 6.16.2 to 6.16.4.

6.17 – DEFENCE FORCE RESERVES LEAVE

- 6.17.1 The employer must grant leave of absence for the purpose of defence service to an employee who is a volunteer member of the Defence Force Reserves or the Cadet Force. Defence service means service, including training, in a part of the Reserves or Cadet Force.
- 6.17.2 Leave of absence may be paid or unpaid in accordance with the provisions of this clause.
- 6.17.3 Application for leave of absence for defence service shall, in all cases, be accompanied by evidence of the necessity for attendance. At the expiration of the leave of absence granted, the employee shall provide a certificate of attendance to the employer.
- 6.17.4 Paid leave
- (a) An employee who is a volunteer member of the Defence Force Reserves or the Cadet Force is entitled to paid leave of absence for defence service, subject to the conditions set out hereunder.
 - (b) Part-time employees shall receive the same paid leave entitlement as full-time employees, but payment shall only be made for those hours that would normally have been worked but for the leave.
 - (c) On written application, an employee shall be paid wages in advance when proceeding on such leave.
 - (d) Casual employees are not entitled to paid leave for the purpose of defence service.
 - (e) An employee is entitled to paid leave for a period not exceeding 105 hours on full pay in any period of twelve months commencing on 1 July in each year.
 - (f) An employee is entitled to a further period of leave not exceeding 16 calendar days in any period of twelve months commencing on July 1. Pay for this leave shall be at the rate of the difference between the normal remuneration of the employee and the Defence Force payments to which the

employee is entitled if such payments do not exceed normal wages. In calculating the pay differential, pay for Saturdays, Sundays, Public Holidays and rostered days off is to be excluded, and no account is to be taken of the value of any board or lodging provided for the employee.

6.17.5 Unpaid leave

- (a) Any leave for the purpose of defence service that exceeds the paid entitlement prescribed in Clause 16.17.4 of this clause shall be unpaid.
- (b) Casual employees are entitled to unpaid leave for the purpose of defence service.

6.17.6 Use of other leave

- (a) An employee may elect to use annual or long service leave credits for some or all of their absence on defence service, in which case they will be treated in all respects as if on normal paid leave.
- (b) An employer cannot compel an employee to use annual leave or long service leave for the purpose of defence service.

6.18 - PAID LEAVE FOR ENGLISH LANGUAGE TRAINING

- 6.18.1 Leave during normal working hours without loss of pay shall be granted to employees from a non English speaking background, who are unable to meet standards of communication to advance career prospects, or who constitute a safety hazard or risk to themselves and/or fellow employees, or are not able to meet the accepted production requirements of that particular occupation or industry, to attend English training conducted by an approved and authorised Authority. The selection of employees for training will be determined by consultation between the employer and the appropriate union(s).
- 6.18.2 Leave will be granted to enable employees selected to achieve an acceptable level of vocational English proficiency. In this respect the tuition content with specific aims and objectives incorporating the pertinent factors at Clause (3) hereof shall be agreed between the employer, the union(s), and the Adult Migrant Education Service or other service approved Authority conducting the training.
- 6.18.3 Subject to appropriate needs assessment participation in training will be on the basis of minimum 100 hours per employee per year.
- 6.18.4 The agreed desired proficiency level will take account of the vocational needs of an employee in respect of communication, safety, welfare, and productivity within his/her current position as well as those positions to which he/she may be considered for promotion or redeployment. It will also take account of issues in relation to training, retraining and multiskilling, award restructuring, industrial relations and safety provisions, and equal opportunity employment legislation.

7. - CONSULTATION & INTRODUCTION OF CHANGE

7.1 - INTRODUCTION OF CHANGE

- 7.1.1 Where an employer has made a definite decision to introduce major changes in production, programme, organisation, structure or technology that are likely to have a significant effect on employees, the employer shall notify the employees who may be affected by the proposed changes and the union.
- 7.1.2 "A significant effect" includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and restructuring of jobs.
- 7.1.3 The employer shall discuss with the employees affected and the union, among other things, the introduction of the changes referred to in Clause 7.1.1, the effects the changes are likely to have on employees, measures to avert or minimise the adverse a significant effect and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes. Where an employee is to be made redundant, the matters to be discussed also include the likely effects of the redundancy.

- 7.1.4 The discussion shall commence as soon as reasonably practicable after a decision has been made by the employer to make the changes referred to in Clause 7.1.1.
- 7.1.5 For the purposes of such discussion, the employer shall provide to the employees concerned and the union, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose information which may seriously harm the employer's business undertaking or the employer's interest in the carrying on, or disposition, of the business undertaking.

7.2 – CONSULTATION

- 7.2.1 The parties recognise the need for effective communication to improve the business/operational performance and working environment in organisations. The parties acknowledge that decisions will continue to be made by the employer, who is responsible and accountable to Government for the effective and efficient operation of the organisation.
- 7.2.2 The parties agree that:
- (a) Where the employer proposes to make changes likely to affect existing practices, working conditions or employment prospects of the employees, the union and employees affected shall be notified by the employer as early as possible.
 - (b) For the purposes of such discussion, the employer shall provide to the union and employees concerned relevant information about the changes, including the nature of the changes on the employees provided that the employer shall not be required to disclose information which may seriously harm the employer's business undertaking or the employer's interest in the carrying on, or disposition, of the business undertaking.
 - (c) In the context of such discussion the union and employees are able to contribute to the decision making process.

8. - DISPUTE RESOLUTION PROCEDURE

- 8.1 Any questions, disputes or difficulties arising under the award or in the course of the employment of employees covered by the award shall be dealt with in accordance with this Clause.
- 8.2 The employee/s and the manager with whom the dispute has arisen shall discuss the matter and attempt to find a satisfactory solution within three working days.
- 8.3 If the dispute cannot be resolved at this level, the matter shall be referred to and be discussed with the relevant manager's superior and an attempt made to find a satisfactory solution within a further three working days.
- 8.4 If the dispute is still not resolved, it may be referred by the employee/s or union representative to the employer or their nominee.
- 8.5 Where the dispute cannot be resolved within five working days of the union representative's referral of the dispute to the employer or their nominee, either party may refer the matter to the Commission.
- 8.6 The period for resolving a dispute may be extended by agreement between the parties.
- 8.7 At all stages of the procedure, the employee may be accompanied by a union representative.
- 8.8 Notwithstanding the above, the union may raise matters directly with representatives of the employer. In each case, the union and the employer shall endeavour to reach agreement. If no agreement is reached, either party may refer the dispute to the Commission for conciliation and/or arbitration.

9. - NAMED PARTIES

Employer Parties

The Commissioner For Main Roads

Zoological Gardens Board

Union Parties

Construction, Forestry, Mining & Energy Union of Workers

The Plumbers & Gasfitters Employees' Union of Australia, West Australian Branch, Industrial Union of Workers

Building Trades Association of unions of Western Australia (Association of Workers)

10. - OTHER LAWS AFFECTING EMPLOYMENT

- 10.1 Industrial Relations Act 1979 (WA)
www.wairc.wa.gov.au
- 10.2 Minimum Conditions of Employment Act 1993 (WA)
www.slp.wa.gov.au
- 10.3 Workplace Relations Act 1996 (Cth)
www.airc.gov.au or <http://www.airc.gov.au/procedures/wra/wra.html>
- 10.4 Superannuation Guarantee (Administration) Act 1992 (Cth)
http://www.austlii.edu.au/au/legis/cth/consol_act/sga1992430/
- 10.5 Occupational Safety and Health Act 1984 (WA)
www.safetyline.wa.gov.au
- 10.6 Workers' Compensation and Injury Management Act 1981 (WA)
www.slp.wa.gov.au
- 10.7 Equal Opportunity Act 1984 (WA)
www.eeo.wa.gov.au
- 10.8 Public Sector Management Act 1994 (WA)
www.slp.wa.gov.au

11. - WHERE TO GO FOR FURTHER INFORMATION

- 11.1 Construction, Forestry, Mining & Energy Union of Workers, or
 - Telephone : 08-9221-1055
 - Facsimile : 08-9221-1506
 - Email : kbowe@cfmeuwa.com.au
 - Toll Free (WA) : 1800 199 890

The Communications, Electrical, Plumbing Union of Workers
Telephone 08-9440-3522
Facimile 08-9440-3544
Email cepu@4u.com.au

- 11.2 Western Australian Industrial Relations Commission
 - Telephone : 9420 4444
 - Toll Free: : 1800 624 263
 - Facsimile : 9420 4500

Email : webmaster@wairc.wa.gov.au
Internet: : www.wairc.wa.gov.au

SCHEDULE A - DISTRICT ALLOWANCE

DISTRICT ALLOWANCES effective from 1 March 2006

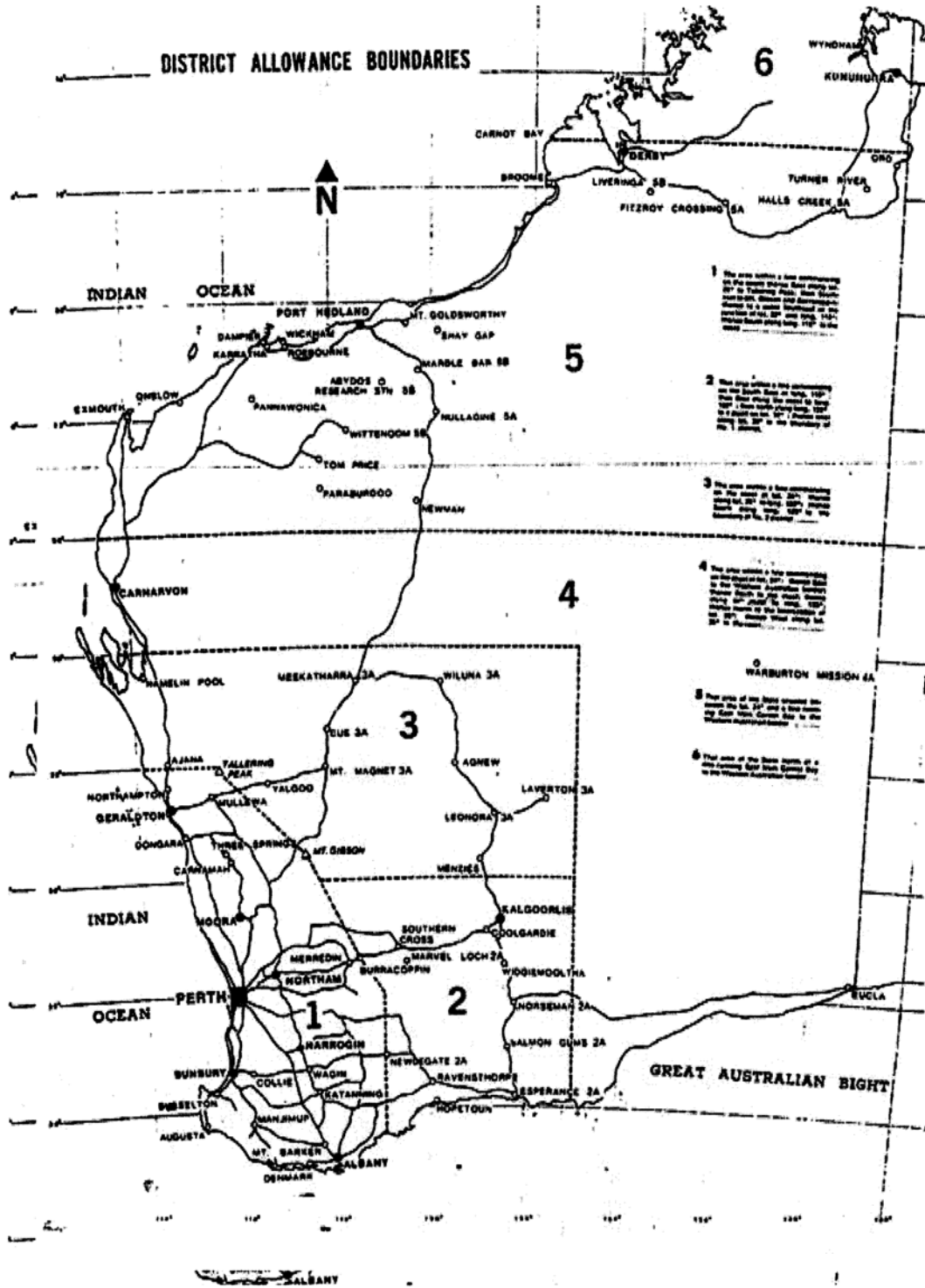
Officers without dependants:

Column I District No.	Column II Standard Rate \$ p.w.	Column III Exceptions to Standard Rate Town or Place	Column IV Rate \$ p.w.
6	68.45	Nil	Nil
5	56.00	Fitzroy Crossing Halls Creek Turner River Camp Nullagine	75.45
		Liveringa (Camballin) Marble Bar Wittenoom	70.10
		Karratha	65.95
		Port Hedland	61.35
4	28.20	Warburton Mission	75.80
		Carnarvon	26.55
3	17.80	Meekatharra Mount Magnet Wiluna Laverton Leonora Cue	28.20
2	12.75	Kalgoorlie Boulder	4.25
		Ravensthorpe Norseman	16.85

		Salmon Gums Marvel Loch Esperance	
1	Nil	Nil	Nil

SCHEDULE A – DISTRICT ALLOWANCE MAP

SCHEDULE B – DISTRICT ALLOWANCE MAP



SCHEDULE B - AGENCY SPECIFIC SCHEDULE FOR MAIN ROADS WESTERN AUSTRALIA

The provisions of this schedule only apply to employees of Main Roads Western Australia.

1. ORDINARY HOURS

The span of ordinary hours are between the hours of 6:00 am and 6:30 pm.

The standard nine (9) day fortnight applies with the normal hours of duty worked over nine (9) days in a fortnight, excluding Saturday and Sunday. The tenth day is a Rostered Day Off (RDO) and is unpaid.

Where agreement is reached between the employee and the employer to working on what would otherwise be an accrued RDO, the employee is paid normal rates for that day and the RDO is rescheduled.

2. SPECIAL WORK ARRANGEMENTS

Special work arrangements may be agreed to in the form of work cycles or other arrangements. The following is the format for special work arrangements:

- (a) either Main Roads or the employee may request special work arrangements;
- (b) the full particulars must be explained to all employees affected by the agreement in order to work the special work arrangement;
- (c) if the special work arrangement is agreed to, the arrangement is to be documented as an agreement and Main Roads and all affected employees must sign the agreement;
- (d) the agreement must then be forwarded to the unions for ratification before commencement unless an emergency situation arises;
- (e) the unions shall not unreasonably withhold agreement.

SCHEDULE C - AWARD RESTRUCTURING

1. Application

- (a) Save as provided for in this subclause this Appendix shall apply to all respondents to this award and their employees employed in classification levels set out in clause (7) in classification level 4 and above.
- (b) In addition this appendix shall apply to those employees employed in classification levels below classification level 4 at Royal Perth Hospital and Princess Margaret Hospital.
- (c) Where the provisions of this Appendix conflict with provisions elsewhere in the Award, the provisions of the Appendix shall apply to the extent of the inconsistency.
- (d) The parties are at liberty to apply to extend the application of this Appendix as it relates to the employment of employees in classification levels below level 4 by named respondents to the award.
- (e) The terms and conditions of this Appendix do not apply to the Minister for Works.

2. Operative Date

Appendix D as amended with respect to the wage relativity structure below level 4 shall come into effect from the first pay period on or after 1 July 1995.

3. Objective

- (a) The parties to this award are committed to the outcomes envisaged by the Australian Industrial Relations Commission and the Western Australian Industrial Relations Commission through the operation of successive structural efficiency principles.
- (b) The objective of the new classification structure is to assist in carrying out fundamental reform in relation to the way employees are engaged, receive training and are encouraged to form a commitment which has the opportunity to provide them with a career path.
- (c) The parties acknowledge that the purpose of such initiatives is to increase productivity and efficiency so that it can continue to make a substantial contribution to the prosperity of Western Australia and provide workers with more varied, fulfilling and better paid jobs.
- (d) For the new classification structure to be effective major initiatives are required in the way employees gain skills. The parties are committed to maintaining the integrity of competency based training, the award classification definitions and nationally approved competency standards. In so doing the parties to this award reaffirm their commitment to maintaining the integrity of structured trade training.

4. Guidelines for Implementation

- (a) The appendix shall operate and be available for introduction in Western Australia for all streams defined.
- (b) The parties shall implement this appendix through consultative mechanisms appropriate to the size, structure and needs of the enterprise. Where possible, and by consent, the parties shall establish consultative committees comprising equal numbers of employee and employer representatives. Matters raised for consideration of the consultative mechanism shall be related to implementation of the new classification structure, the facilitative provisions contained in this award and matters concerning training.
- (c) No employee's ordinary award rate of pay shall be reduced as a result of the translation and reclassification provided for in this appendix.

5. Translation and Transitional Assessment

(a) Translation

(i) Employees will transfer to the new classification structure in accordance with the following:

- (aa) All employees covered by this award who come under classifications covered by paragraph (1)(a) of Clause 9. - Wages shall move across to level 4 of the new classification structure, prior to undertaking an initial reclassification process.
 - (bb) Those employees covered under paragraphs (1)(b) and (1)(c) of Clause 9. - Wages shall move across to level 5 of the new classification structure, prior to undertaking an initial reclassification process.
 - (cc) Employees currently employed under subparagraphs (1)(d)(i), (ii) and (iii) of Clause 9. - Wages shall move across to Level 3 of the new classification structure.
 - (dd) Employees currently employed under subparagraphs (1)(d)(iv), (v), (vi), (vii), (viii) and (ix) of Clause 9. - Wages shall move across to Level 2 of the new classification structure.
 - (ee) Employees currently employed under subparagraph (1)(d)(x) of Clause 9. - Wages shall move across to Level 1 of the new classification structure.
 - (ff) Employees currently employed under subparagraph (1)(d)(xi) of Clause 9. - Wages shall move across to New Entrant Level of the new classification structure.
- (ii) Existing allowances related to work performed and/or responsibilities are to be reviewed as part of the classification/reclassification process. Where the work performed and/or responsibilities are contemplated in the definition for the classification/reclassification as determined in a particular case such allowances are to be abolished or phased out as appropriate.

(b) Initial Reclassification

- (i) Initial translation to the new structure for all employees covered under this award shall have a common operative date effective from the 17th day of November 1993.
- (ii) The process of initial reclassification will be agreed to by the employer and the relevant unions, with the documentation being based on the nationally determined building industry definitions and skill levels, as endorsed by the National Training Board.
- (iii) A consultative committee will be established at workplaces, as agreed between the employer and the unions, in order to process applications for initial reclassification and for on-going reclassification. An agreed initial appeal mechanism as provided for in subclause (6) Classification Disputes hereof will be available for initial reclassification. When reclassifying, all relevant on and off the job prior learning and skills development will be taken into consideration.

(c) Reclassification

In the event of a claim for reclassification to a higher level under the new structure on the ground that such employee possesses equivalent skill and knowledge gained through on-the-job experience or on any other ground, the following principles shall apply:

- (i) The parties confirm that an agreed disputes avoidance procedure shall be followed.
- (ii) (aa) Agreed competency standards shall be established by the parties in conjunction with the relevant National and State Training Authorities for all levels in the new classification structure before any claims for reclassification are processed.

- (bb) However, if at individual enterprises the relevant union or unions and the employer agree, a set of interim reclassification guidelines may be adopted. In the event of such guidelines being adopted, they will be used for reclassification purposes only and shall be superseded by national competency standards when they are available.
- (cc) An agreed accreditation authority may test the validity of an employee's claim for reclassification.
- (dd) Reclassification to any higher level shall be contingent upon such additional work being available and required to be performed by the employer.

6. Engagement and Reclassification

- (a) Workers from level 2 to level 9 inclusive shall be employed in either the Structural, Fitout and Finish or Services streams.
 - (i) The purpose of streams is not to create demarcations but to facilitate appropriate combinations of training.
 - (ii) Employees shall work across streams provided that the appropriate training, where required, has been provided.
- (b) The employer shall tell each employee upon engagement the field of work for which he/she has been engaged. Subsequent to engagement an employer and an employee may agree that the employee shall be engaged in another field of work. Where there is a dispute over the proper classification of an employee, the dispute shall be referred to the relevant consultative committee.

7. Classification Disputes

- (a) It is recognised that from time to time disputes may arise as to the proper classification of an employee. In the event that a dispute as to the proper classification or reclassification of an employee does arise the dispute settlement procedure as agreed by the relevant Peak Committee will be implemented.
- (b) In determining the appropriate classification of an employee, full regard will be paid to:
 - (i) The nature and skill requirements of the position to be filled.
 - (ii) The skill level and certification of the employee.
 - (iii) The experience and qualifications of the employee in:
 - (aa) relevant indicative tasks nominated in this appendix; and/or
 - (bb) fields of work against which an employee is accredited.

8. Rates of Pay

Employees shall be paid the following rates of pay in accordance with the level to which they are classified.

- (a) Wage Rates

Level	Percentage Relativity to Level 4	Rates \$	Safety Net Adjustment \$	Total Weekly Rate \$
New Entrant	78	335.10	183.00	518.10
1	82	352.30	183.00	535.30
2	87	375.50	183.00	558.50
3	92	397.00	183.00	580.00
4	100	429.60	185.00	614.60
5	105	451.10	185.00	636.10
6	110	472.60	183.00	655.60
7	115	494.00	183.00	677.00
8	120	515.50	183.00	698.50
9	125	537.00	185.00	722.00

- (b) (i) In addition to the rates contained in paragraph (a) of this subclause, employees designated in classification levels to 7 inclusive shall receive an all purpose industry allowance of \$13.01.
- (ii) This allowance shall be paid in two instalments as follows:
- (aa) \$6.57 of the allowance shall be paid after the first twelve months of government service; and
- (bb) the remaining \$6.43 shall be paid on 24 months of government service.
- (c) The rates of pay in this award include arbitrated safety net adjustments available since December 1993, under the Arbitrated Safety Net Adjustment Principle.

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

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

9. Training

The parties to this award recognise that in order to increase productivity and efficiency a greater commitment to training and skill development is required.

- (a) The parties to this award recognise that in order to increase the efficiency and productivity of the public sector and to ensure mobility within the industry generally, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
- (i) Developing a more highly skilled and flexible workforce.
- (ii) Providing employees with career opportunities through appropriate training to acquire additional skills.
- (iii) Removing barriers to the utilisation of skills acquired.
- (b) Following proper consultation in accordance with subclause (3) hereof or through the establishment of a training committee, the employer shall develop a training programme consistent with:
- (i) The current and future skill needs of the enterprise.
- (ii) The size, structure and nature of the operations of the enterprise.
- (iii) The need to develop vocational skills relevant to the enterprise and the building and construction industry through courses conducted by accredited educational institutions and providers.

- (c) Where it is agreed that a training committee be established, such training committee shall be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities. For example:
 - (i) Formulation of a training programme and availability of training courses and career opportunities to employees.
 - (ii) Dissemination of information on the training programme and availability of training courses and career opportunities to employees.
 - (iii) Recommendation of individual employees for training and reclassification.
 - (iv) Monitoring and advising management and employees regarding the ongoing effectiveness of the training.
- (d)
 - (i) Where as a result of consultation in accordance with subclause (3) hereof or through a training committee and with the employee concerned, it is agreed that additional training in accordance with the programme developed pursuant to paragraph (b) hereof should be undertaken by an employee, such training may be either on or off the job. Provided that if the training is undertaken during ordinary working hours, the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.
 - (ii) Any costs associated with enrolment and the purchase of prescribed text books, excluding those which are available in the employer's technical library, incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement shall be on an annual basis, subject to the presentation of reports of satisfactory progress.
 - (iii) Travel costs incurred by an employee undertaking training in accordance with this subclause, which exceed those normally incurred in travelling to and from work, shall be reimbursed by the employer.
- (e) All issues of paid training leave, including quantum and training consultative committees, shall be reviewed between the parties after twelve months' operation. The unions reserve the right to press for the mandatory prescription of a minimum number of training hours per annum, without loss of pay, for an employee undertaking training to meet the needs of an individual enterprise and the building industry.

10. Classification Structure

- (a) General
 - (i) Existing employees who are to be transferred into the new classification structure shall do so in accordance with the terms of subclause (4) hereof.
 - (ii) Each classification level builds upon the previous level so that the value of an employee to the industry and his/her employer increases as the employee progresses through the structure. Skills are built up in a sequential manner through job learned skills and structured training and the new industry training framework endorsed by the NBCITC reflects this.
- (b) Building and Maintenance Worker - New Entrant Level
 - (i) B.M.W. - New entrant is an employee who has not undertaken any industry accredited training but who may be undertaking the industry induction course approved by the NBCITC covering the following matters:
 - (aa) Background to the industry.
 - (bb) General work orientation.
 - (cc) Employer/Employee responsibilities.
 - (dd) Workplace health and safety.
 - (ee) Effective communications.
 - (ff) Introduction to tools and equipment.
 - (gg) Manual handling.

- (hh) Basic levelling.
- (ii) Introduction to plan reading.
- (jj) Site organisation.

(ii) An employee at this level performs proceduralised tasks under direct supervision in a safe manner and in co-operation with other employees to the level of his/her training.

(iii) Subject to the employee having the appropriate training, the following are indicative tasks which the employee at this level may perform:

- (aa) Waste management.
- (bb) Performing basic construction duties.
- (cc) Exercising some judgement.
- (dd) On a daily basis, learning skills at the workplace under appropriate supervision.
- (ee) Manually transporting materials.
- (ff) Directly assisting more experienced employees.

(c) Building and Maintenance Worker - Level 1

B.M.W. Level 1 is an employee who has successfully completed an accredited induction course of one module and has three months' continuous service in the industry. An employee who has met this requirement will qualify for a Construction Industry Skills Certificate Level 1.

An employee at this level is engaged to exercise the depth and scope of skills, to the level of his/her training indicated below:

- (i) Workers under routine supervision either autonomously or in a team environment.
- (ii) Has an established work orientation.
- (iii) Is responsible for the quality of his/her own work subject to supervision.
- (iv) Works in a safe manner being aware of the effects his/her work may have on others regarding occupational health and safety.
- (v) Solves rudimentary problems within his/her area of work.
- (vi) Assists more experienced workers in a number of functions.
- (vii) Has a basic understanding of the construction process.
- (viii) Interacts harmoniously with employees of other companies on site.
- (ix) Anticipates and adapts to a constantly changing work environment.

Subject to the employee having the appropriate training, the following are indicative of the tasks which the employee at this level may perform:

- (aa) General construction work including jackhammering.
- (bb) Concrete cutting, pouring concrete, carrying materials.
- (cc) Operating a dump cart.
- (dd) Assisting a trades person.
- (ee) Stripping concrete form work.
- (ff) Using small power tools.

(d) Construction Building and Maintenance Worker Level 2

An employee at this level will be engaged in one of the three streams as defined:

- structures
- fitout and finish
- services.

An employee to be classified at this level will have fulfilled one of the criteria outlined in level 1 as well as having successfully completed either of the following which leads to the employee obtaining a Construction Industry Skills Certificate Level 2.

Will have successfully completed a structured training programme in an accredited advanced stream skills course (consisting of six modules) which will include stream specialisation established in accordance with standards set by the NBCITC;

or

Will have gained equivalent skills and successfully completed a competency test approved by the NBCITC covering the same material included in the course referred to above and have a minimum of fifteen months' service in the industry.

An employee at this level is engaged to exercise the depth and scope of skills indicated below:

- (i) Is responsible for the quality of his/her own work.
- (ii) Is a competent operative who works individually or as part of a team.
- (iii) Understands and applies occupational health and safety requirements so as not to injure themselves or create hazards for other workers.
- (iv) Exercises discretion within his/her level of skill and training.
- (v) Works from detailed instructions and procedures in written, spoken or diagrammatic form.
- (vi) Applies a range of general construction skills.
- (vii) Has a general understanding of the construction process in his/her stream.
- (viii) Can use equipment and machinery to his/her level of training.
- (ix) Operates under general supervision.
- (x) Able to identify basic faults in materials and equipment.
- (xi) Is able to interact harmoniously with employees of other companies on site.
- (xii) Is able to anticipate and adapt to a constantly changing work environment.

Subject to the employee having the appropriate training where required, the following are indicative tasks which the employee at this level may perform:

- (aa) Scaffolding.
- (bb) Steelfixing.
- (cc) Concrete placing.
- (dd) Hoist Driving.
- (ee) Concrete batch planting operating.
- (ff) Spotting for earth machines.
- (gg) Storeperson duties.
- (hh) Additional duties which the employee will be skilled to carry out as a result of undergoing broadly based structured training or acquiring on-the-job skills.

(e) Building and Maintenance Worker - Level 3

An employee at this level will be engaged in one of the three streams as defined:

- structures
- fitout and finish
- services.

An employee to be classified at this level will have fulfilled one of the criteria outlined in level 1 and one of the criteria outlined in level 2 as well as having successfully completed either of the following which leads to the employee obtaining a Construction Industry Skills Certificate Level 3.

Will have undertaken a structured training programme in an accredited advanced stream skills course (consisting of eight modules) which will include areas of specialisation which are established in accordance with standards set by the NBCITC;

Or

Will have gained equivalent skills and successfully completed a competency test approved by the NBCITC covering the same material included in the course referred to above and have a completed 27 months' experience in the industry.

An employee at this level is engaged to exercise the depth and scope of skills to the level of his/her training indicated below:

- (i) Works from complex instructions and procedures.
- (ii) Applies quality control techniques to his/her own work.
- (iii) Assists with the provision of on-the-job training to a limited degree.
- (iv) Has a detailed knowledge of the construction process in his/her stream and a basic level of understanding of processes in other streams.
- (v) Measures accurately for his/her areas of operation.
- (vi) Utilises appropriate work techniques and operates machinery and equipment required at this level.
- (vii) Has the capacity for self directed application and can plan a range of consecutive functions.
- (viii) Exercises significant discretion in his/her work area.
- (ix) Assists to co-ordinate work in a team environment or works individually under routine supervision.
- (x) Implements basic fault finding skills and is able to solve problems at his/her level of operation.
- (xi) Can operate in a range of intermediate specialist skills and/or work across a broader range of functions in an entire steam or streams.
- (xii) Interacts harmoniously with employees of other companies on site.
- (xiii) Anticipates and plans for constant changes to the work environment.

Subject to the employee having the appropriate training where required, the following are indicative tasks which the employee at this level may perform:

- (aa) Bitumen spraying.
- (bb) Concrete finishing by use of powered equipment.
- (cc) Operating trench digging equipment.
- (dd) Operating air compressors.
- (ee) Using winches.
- (ff) Additional duties which the employee will be skilled to carry out as a result of undergoing broadly based structured training or acquiring on-the-job skills.

(f) Building and Maintenance Worker Level 4 (100%)

An employee at this level will be employed in one of the three streams as defined:

- structures
- fitout and finish
- services.

An employee to be classified at this level will have fulfilled one of the criteria outlined in level 1, one of the criteria outlined in level 2 and one of the criteria outlined in level 3 as well as having successfully completed the following, leading to the employee obtaining a Construction Industry Skills Certificate Level 4.

Will have successfully completed a structured training programme in a group of nine modules of specialisation of which six must be related to the stream for which the employee is engaged. The modules will be to standards established and endorsed by the NBCITC;

Or

Will have a recognised trade certificate, or its equivalent;

Or

Will have gained equivalent skills and completed a competency test approved by the NBCITC covering the same material in the course referred to above including the appropriate areas of specialisation.

An employee at this level is engaged to exercise the depth and scope of skills, to the level of his/her training indicated below:

- (i) Exercises good interpersonal and communication skills.
- (ii) Exercises discretion within his/her level of training.
- (iii) Operates under routine supervision either individually or in a team environment.
- (iv) Is capable of detailed measurement techniques.
- (v) Applies quality control techniques to his/her own work.
- (vi) Reads, interprets and applies plans, sketches and diagrams.
- (vii) Performs tasks safely and identifies hazards within his/her sphere of work.
- (viii) Performs from his/her own initiative and is able to control his/her own work schedule.
- (ix) Provides informal on-the-job guidance to other employees to a limited degree.
- (x) Has an understanding of the construction process in his/her stream.
- (xi) Interacts with and assists employees of other companies on site.
- (xii) Anticipates and plans for constant changes to the work environment.

Subject to the employee having the appropriate training where required, the following are indicative tasks which the employee at this level may perform:

- (aa) Activities generally associated with tasks carried out by an employee who has completed an apprenticeship or accredited trade recognition certificate.
- (bb) Specialised materials handling.
- (cc) Crushing plant operation.
- (dd) Paving.
- (ee) Additional duties which the employee will be skilled to carry out as a result of undergoing broadly based structured training or acquiring on-the-job skills.

(g) Building and Maintenance Worker Level 5 (105%)

An employee at this level will be employed in one of the three streams as defined:

- structures
- fitout and finish
- services.

An employee to be classified at this level will have completed an additional three modules of specialisation within the stream for which he/she has been employed or have gained equivalent skills and completed a competency test approved by the NBCITC.

An employee at this level is engaged to exercise the depth and scope of skills, to the level of his/her training indicated below:

- (i) Exercises skills attained through the completion of nationally accredited training prescribed for this classification.
- (ii) Exercises discretion within the level of his/her training.
- (iii) Performs discretion tasks within the level of his/her training.
- (iv) Works under general supervision either individually or in a team environment.
- (v) Provides guidance, assistance and on-the-job training as part of a work team.
- (vi) Has a sound understanding of the construction process involved in his/her stream
- (vii) Has a knowledge of occupational health and safety requirements appropriate to his/her level of training.
- (viii) Reads, interprets and applies information from plans.

Subject to the employees having the appropriate training where required, the following are indicative tasks which the employee at this level may perform:

- (aa) Duties normally associated with the functions of the special class tradesmen.
- (bb) Letter cutting.
- (cc) Operates large drilling machines.
- (dd) Operates complex plant.
- (ee) Additional duties which the employee will be skilled to carry out as a result of undergoing broadly based structured training or acquiring on-the-job skills.

(h) Building and Maintenance Worker Level 6 (110%)

An employee at this level will be employed in one of the three streams as defined:

- structures
- fitout and finish
- services.

An employee to be classified at this level will have completed an additional three modules of specialisation within the stream for which he/she has been employed or have gained equivalent skills and completed a competency test approved by the NBCITC.

An employee at this level is engaged to exercise the depth and scope of skills, to the level of his/her training indicated below:

- (i) Exercises skills attained through the completion of nationally accredited training prescribed for this classification.
- (ii) Exercises discretion within the level of his/her training.
- (iii) Provides guidance as part of a work team.
- (iv) Assists in the provision of structured training in conjunction with supervisors and trainers.
- (v) Understands and implements quality control techniques.
- (vi) Works under limited supervision either individually or in a team environment.
- (vii) Reads, interprets and applies information from plans.
- (viii) Solves technical problems within his/her sphere of work.

Subject to the employee having the appropriate training where required the following are indicative tasks which the employee at this level may perform.

- (aa) Supervises maintenance of equipment.
- (bb) Identifies and prepares information relating to variations.
- (cc) Carving.
- (dd) Operates large and complex plant.
- (ee) Schedule and plan work activity.
- (ff) Has detailed knowledge of Australian Standards applying to his/her sphere of work.
- (gg) Recognises hazards associated with his/her sphere of work.
- (hh) Additional duties which the employee will be skilled to carry out as a result of undergoing broadly based structured training or acquiring on-the-job skills.

(i) Building and Maintenance Worker Level 7 (115%)

An employee to be classified at this level will have completed an additional three modules of specialisation within the stream for which he/she has been employed or have gained equivalent skills and completed a competency test approved by the NBCITC.

An employee at this level is engaged to exercise the depth and scope of skills, to the level of his/her training indicated below:

- (i) Exercises skills attained through the completion of nationally accredited training prescribed for this classification.
- (ii) Provides guidance as part of a work team.
- (iii) Understands and is able to implement quality control techniques.
- (iv) Works under limited supervision either individually or in a team environment.
- (v) Assists in the planning and/or guiding of the work, quality and safety of others.
- (vi) Researches, evaluates and implements solutions to problems within his/her own sphere of work.
- (vii) Reads, interprets and applies information from plans.

Subject to the employee having the appropriate training where required the following are indicative tasks which the employee may perform:

- (aa) Prepares and delivers instructions to team members.
- (bb) Plans and schedules work.
- (cc) Orders equipment within defined requisition limits.
- (dd) Additional duties which the employee will be skilled to carry out as a result of undergoing broadly based structured training or acquiring on-the-job skills.

(j) Building and Maintenance Worker Level 8 (120%)

An employee to be classified at this level will have completed an additional 1.5 modules of specialisation within the stream for which he/she has been employed or have gained equivalent skills and completed a competency test approved by the NBCITC.

An employee at this level is engaged to exercise the depth and scope of skills, to the level of his/her training indicated below:

- (i) Exercises skills attained through the completion of nationally accredited training prescribed for this classification.
- (ii) Exercises discretion within his/her level of training.
- (iii) Provides guidance as part of a work team.
- (iv) Understands and implements quality control techniques.
- (v) Works under limited supervision either individually or in a team environment.
- (vi) Reads, interprets and applies information from plans.

Subject to the employee having the appropriate training where required the following are indicative tasks which the employee may perform:

- (aa) Diagnoses and solves technical or organisational problems.
- (bb) Researches, prepares and presents complex reports.
- (cc) Participates in the development of quality control and occupational health and safety programmes.
- (dd) Participates in the implementation of relevant training.
- (ee) Possesses effective written and verbal communication skills of a level sufficient to communicate detailed information and produce reports.
- (ff) Additional duties which the employee will be skilled to carry out as a result of undergoing broadly based structured training or acquiring on-the-job skills.

(k) Building and Maintenance Worker Level 9 (125%)

An employee to be classified at this level will have completed an additional 1.5 modules of specialisation within the stream for which he/she has been employed or have gained equivalent skills and completed a competency test approved by the NBCITC.

(k) Building and Maintenance Worker Level 9 (125%)

An employee to be classified at this level will have completed an additional 1.5 modules of specialisation within the stream for which he/she has been employed or have gained equivalent skills and completed a competency test approved by the NBCITC.

An employee at this level is engaged to exercise the depth and scope of skills, to the level of his/her training indicated below:

- (i) Exercises skills attained through the completion of nationally accredited training prescribed for this classification.
- (ii) Provides guidance and assistance as part of a work team.
- (iii) Prepares reports of a technical nature on specific work issues.
- (iv) Implements quality control techniques to a higher level than BMW8.
- (v) Reads, interprets and applies information from plans.

Subject to the employee having the appropriate training where required the following are indicative tasks which the employee may perform:

- (aa) Exercises skills attained through the completion of nationally accredited training prescribed for this level.
 - (bb) Uses information from plans to diagnose and solve problems related to his/her sphere of work.
 - (cc) Identifies any deviations from plans and sketches.
 - (dd) Identifies and documents variations to original plans to the extent required to make cost comparisons.
 - (ee) Schedules and plans work for a team and provides brief reports on the progress and quality of work.
 - (ff) Assists in designing training programmes for implementation.
 - (gg) Applies high level quality control techniques.
 - (hh) Possesses high level interpersonal and communication skills.
- (vi) Additional duties which the employee will be skilled to carry out as a result of undergoing broadly based structured training or acquiring on-the-job skills.

11. Definitions

- (a) "NBCITC" means the National Building and Construction Industry Training Council.

The NBCITC shall be the recognised authority (for the purposes of this appendix) responsible for developing competency standards for consideration and endorsement by the National Training Board and the provision of advice and assistance to State and Territory training authorities in respect of matters relating to training in the industry and callings covered by this award, including but not limited to:

- competency standards
- curriculum development
- training courses
- articulation and accreditation requirements both on and off the job
- on-the-job training guidelines
- assessment and certification arrangements.

In relation to the development of standards for this award the NBCITC may consult with other bodies or committees of a like nature to ensure that consistent standards are maintained across industries. The NBCITC shall designate those fields of work that constitute the streams contained herein.

- (b) "Streams" or "Skill Streams" means a broad grouping of skills related to a particular phase or aspect of production.
- (c) "Fields of Work" means a defined grouping of logically related skills based on an efficient organisation of work. The principle purpose of fields of work is to facilitate the development of training modules specifically tailored to encourage full practical utilisation of skills.
- (d) "Structures Stream" includes all fields of work principally concerned with the erection of new structures of buildings (including demolition and pre-construction) up until, but not including, the fitout and finishing stage of construction and does not extend beyond the scope of this award.
- (e) "Fitout/Finishing Stream" includes all fields of work principally concerned with fitout and finishing activities relating to newly constructed or existing buildings or structures, and does not extend beyond the scope of this award.
- (f) "Services Stream" includes all related skills involved in the provision of services to newly constructed or existing buildings or structures, and does not extend beyond the scope of this award.

- (g) "Industry Accredited Course" or "Nationally Accredited Course" is a course which has been constructed to reflect a group of standards which the NBCITC has endorsed as being appropriate combinations of skills to be available to the industry.
- (h) "Module". One module equates to 40 nominal training hours.
- (i) "Supervision". This application recognises a hierarchy of levels of supervision which are as follows:
 - (i) "Direct Supervision" applies to a person who:
 - (aa) receives detailed instructions on the tasks to be performed and is subject to progress checks as to those tasks; and
 - (bb) has his/her tasks reviewed on completion.
 - (ii) "Routine Supervision" applies to a person who:
 - (aa) receives instructions on the task to be performed as to unusual or difficult features of those tasks; or when new procedures are involved receives instructions as to the method of approach; and
 - (bb) is normally subject to progress checks, however such checks are usually confined to unusual or difficult aspects of the tasks assigned; and
 - (cc) has his/her assigned tasks reviewed on completion; and
 - (dd) has the technical knowledge to enable him/her to perform his/her task usually without specific instructions.
 - (iii) "General Supervision" applies to a person who:
 - (aa) receives general instructions, usually covering only the broader technical aspects of the work; and
 - (bb) may be subject to progress checks but such checks are usually confined to ensuring that, in broad terms, satisfactory progress is being made; and
 - (cc) has his/her assignments reviewed on completion; and
 - (dd) although technically competent and well experienced there may be occasions on which the person will receive more detailed instructions.
 - (iv) "Limited Supervision" applies to a person who:
 - (aa) receives only limited instructions normally confined to a clear statement of objectives; and
 - (bb) has his/her work usually measured in terms of the achievement of stated objectives; and
 - (cc) is fully competent and very experienced in a technical sense and requires little guidance in the performance of work.

VARIATION RECORD

BUILDING TRADES GOVERNMENT AWARD 1968
NO. 31A OF 1966

Delivered 19/12/66 at 48 WAIG 999
Consolidated 07/09/88 at 69 WAIG 122
Consolidated 04/01/96 at 76 WAIG 498

CLAUSE NO.	EXTENT VARIATION	OF	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.		609/99	06/07/99	79 WAIG 1847

1B. Minimum Adult Award Wage

Ins. 1B	940/97	14/11/97	77 WAIG 3177
(2),(3), (5) & (7)	1298/98	13/08/98	78 WAIG 3777
Min wage & text.	609/99	01/08/99	79 WAIG 1847
Cl	654/00	01/08/00	80 WAIG 3379
Cl	752/01	01/08/01	81 WAIG 1721
Cl.	797/02	01/08/02	82 WAIG 1369
Cl.	569/03	5/06/03	83 WAIG 1899 & 2000
(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 & 2178
Cl.	957/05	07/07/06	86 WAIG 1631 & 1731

2. Arrangement

Ins 42	195/89	01/11/90	70 WAIG 4335
Ins 2A; 2B; 41; App."C'	558/90(R2)	Various	70 WAIG 3637
Ins. 1A	1752/91	31/01/92	72 WAIG 191
Ins. Sch. D	601/93	07/05/93	73 WAIG 1358
Ins. Appendix D	235(3)/93	17/11/93	74 WAIG 269
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
1A. Title	915/96	7/08/96	76 WAIG 3368

Ins. Appendix - S.49B...	694/96	16/07/96	76 WAIG 2789
1A	940/97	14/11/97	77 WAIG 3177
Ins. 1B	940/97	14/11/97	77 WAIG 3177
12 Title	2053(2)/97	22/11/97	77 WAIG 3171
1A	757/98	12/06/98	78 WAIG 2579
Del. App. S - 49B	860/98	10/11/98	79 WAIG 235
Del. 1A.	609/99	06/07/99	79 WAIG 1847

2A. Award Modernisation

Ins cl	558/90(R2)	Various	70 WAIG 3637
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2B. Structural Efficiency

Ins cl	558/90(R2)	Various	70 WAIG 3637
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3. Scope

(1)	567/96	23/09/96	76 WAIG 4289
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4. Area

5. Term

6. Definitions

(1)(a)	658/02	28/06/02	82 WAIG 2138
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7. Contract of Service

8. Seniority

9. Wages

(2) - rates	1306/88	01/07/88	69 WAIG 554
(3).	1454/88	21/09/88	69 WAIG 555
(2) - rates	1816/89	26/07/89	70 WAIG 83
Cl (inc commitment)	1824/89(R)	26/10/89	69 WAIG 3524
Cl (inc commitment)	558/90(R2)	Various	70 WAIG 3637
(2) - rates, (2)(g)	1593/90	11/10/90	70 WAIG 4336
(2)	235(2)/93	14/10/93	74 WAIG 265
Rate-(2)(a);(2)(b);(2)(c); (2)(d);(2)(e); & (2)(f)	898/94	10/10/94	74 WAIG 2747
(2)(g);(3);(4)(a); & (7)	907/94	18/10/94	74 WAIG 2725
Rate (2)(g); (3)(a-d);Rate (4)&(7)	520/95	21/07/95	75 WAIG 2802
Preamble & (1)	639/95	21/07/95	75 WAIG 2802
(2)	1180/95	6/12/95	76 WAIG 168
Preamble & (1)	11/96	21/01/96	76 WAIG 708
(2)(g); (3)(a)(b)(c)&(d);(4);(7)	934/96	23/08/96	76 WAIG 4670
(2)	1088/96	14/10/96	77 WAIG 477
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
(1), (3), (4)(a), (7)(a),	1298/98	13/08/98	78 WAIG 3777
(2)	2013/98	23/12/98	79 WAIG 821
(1) Rates & (1)(e) Ins.Text.	609/77	01/08/99	79 WAIG 1847
(2)	1446/99	02/12/99	79 WAIG 3699
(3), (4) & (7)	820/99	02/12/99	79 WAIG 3694

Cl	654/00	01/08/00	80 WAIG 3379
Rates	1136/00	25/9/00	80 WAIG 5531
(2)	1612/00	16/02/01	81 WAIG 842
Cl	752/01	01/08/01	81 WAIG 1721
(3), (4) & (7)	1360/01	17/09/01	81 WAIG 2742
(2)	1830/01	3/12/01	81 WAIG 3061
(1)	797/02	01/08/02	82 WAIG 1369
(3), (4) & (7)(a)	1203/02	14/10/02	82 WAIG 2937
(2)	1634/02	16/12/02	83 WAIG 96
Cl.	569/03	5/06/03	83 WAIG 1899 & 2000
(3), (4), (7)	1134/03	21/10/03	83 WAIG 3610
(2)	1390/03	18/02/04	84 WAIG 531
Cl (3), (4) & (7)	570/04	4/06/04	84 WAIG 1521 & 1597
Cl (3), (4) & (7)	874/04	07/10/04	84 WAIG 3528
Cl.	576/05	07/07/05	85 WAIG 2083 & 2187
Cl.	957/05	07/07/06	86 WAIG 1631 & 1731

10. Payment of Wages

11. Leading Hands

(1)	1824/89(R)	26/10/89	69 WAIG 3524
(1)	558/90(R2)	Various	70 WAIG 3637
(1)	907/94	18/10/94	74 WAIG 2725
Rate (1);	520/95	21/07/95	75 WAIG 2802
(1)	934/96	231/08/96	76 WAIG 4670

(1)	1298/98	13/08/98	78 WAIG 3777
(1)	820/99	02/12/99	79 WAIG 3694
(1) Rates	1136/00	25/9/00	80 WAIG 5531
(1)	1360/01	17/09/01	81 WAIG 2742
(1)	1203/02	14/10/02	82 WAIG 2937
(1)	1134/03	21/10/03	83 WAIG 3610
(1)	874/04	07/10/04	84 WAIG 3528

(12. Deduction of Union Subscriptions)

Cl & Title	2053(2)/97	22/11/97	77 WAIG 3171
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12. Deleted

13. Special Rates and Provisions

Cl	1824/89(R)	26/10/89	69 WAIG 3524
Cl	558/90(R2)	Various	70 WAIG 3637
Cl.	907/94	18/10/94	74 WAIG 2725
Rates (2-22) incl. Rates(24)(25)(26)(29-39) &(52)	520/95	21/07/95	75 WAIG 2802
(2)-(22), (24)-(26), (29)- (39) & (52)	934/96	23/08/96	76 WAIG 4670
Cl.	1152/96	11/10/96	77 WAIG 478
(2)-(40). (53)	1298/98	13/08/98	78 WAIG 3777
Cl.	820/99	02/12/99	79 WAIG 3694
Rates	1136/00	25/9/00	80 WAIG 5531
Cl.	1360/01	17/09/01	81 WAIG 2742
Cl	1203/02	14/10/02	82 WAIG 2937

CI	1134/03	21/10/03	83 WAIG 3610
CI	874/04	07/10/04	84 WAIG 3528

14A. Fares and Travelling Time (Other than Distant Work)

(1),(4).	1306/88	01/07/88	69 WAIG 554
CI.	1816/89	26/07/89	70 WAIG 83
(1)(a);(b);(5);(rates only)	1593/90	11/10/90	70 WAIG 4336
(1)(a);(b);(5);(rates only)	235(2)/93	14/10/93	74 WAIG 265
(1)(a); & (5);(rates only)	898/94	10/10/94	74 WAIG 2747
(1)(a),(5) rates	1180/95	06/12/95	76 WAIG 168
(1);(5)	1088/96	14/10/96	77 WAIG 477
(1)(a)(b)	1612/00	16/02/01	81 WAIG 842
(1)(a) & (b), & (5)	1830/01	3/12/01	81 WAIG 3061

14B. Fares and Travelling - Plumbers

(3),(5).	1306/88	01/07/88	69 WAIG 554
(3);(5)(a) rates	1816/89	26/07/89	70 WAIG 83
(2);(3);(5)(a);(rates only)	1593/90	11/10/90	70 WAIG 4336
(2);(3);(5)(a);(rates only)	235(2)/93	14/10/93	74 WAIG 265
(3); & (5)(a);(rates only)	898/94	10/10/94	74 WAIG 2747
(3),(5)(a)	1180/95	6/12/95	76 WAIG 168
(3);(5)(a)	1088/96	14/10/96	77 WAIG 477
(2), (3), (5)(a)	1612/00	16/02/01	81 WAIG 842
(2), (3), (5)(a)	1830/01	3/12/01	81 WAIG 3061

15. Apprentices

(14); (rates only)	1593/90	11/10/90	70 WAIG 4336
(14)	235(2)/93	14/10/93	74 WAIG 265
(14)	898/94	10/10/94	74 WAIG 2747
(14)	1180/95	6/12/95	76 WAIG 168
(14)	1088/96	14/10/96	77 WAIG 477
(14)	1612/00	16/02/01	81 WAIG 842
(14)	1830/01	3/12/01	81 WAIG 3061
(14)	1634/02	16/12/02	83 WAIG 96
(14)	1390/03	18/02/04	84 WAIG 531

16. Hours

17. Rest Period

18. Shift Work

19. Overtime

(6).	1306/88	01/07/88	69 WAIG 554
(6) (rates only)	1816/89	26/07/89	70 WAIG 83
(6) (rate only)	1593/90	11/10/90	70 WAIG 4336
(6) (rate only)	235(2)/93	14/10/93	74 WAIG 265
(6)	1088/96	14/10/96	77 WAIG 477
(6)	2013/98	23/12/98	79 WAIG 821
(6)	1446/99	02/12/99	79 WAIG 3699

(6)	1612/00	16/02/01	81 WAIG 842
(6)	1830/01	3/12/01	81 WAIG 3061
(6)	1634/02	16/12/02	83 WAIG 96
(6)	1390/03	18/02/04	84 WAIG 531

20. Holidays

21. Annual Leave and Loading

22. Long Service Leave

23. Sick Leave

24. Leave to Attend Union Business

25. Trade Union Training Leave

26. Compassionate Leave

27. Maternity Leave

28. Jury Service

29. Distant Work

(1)(c);(1)(d);(2)(b)	1088/96	14/10/96	77 WAIG 477
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(1)(c), (d) & (2)(b)	1612/00	16/02/01	81 WAIG 842
(1)(c)(i), (ii) & (iv), (1)(d), & (2)(b)	1830/01	3/12/01	81 WAIG 3061
(1)(c) & (d) & (2)(b)	1634/02	16/12/02	83 WAIG 96
(1)(c)(i)(ii)(iv) & (2)(b)	1390/03	18/02/04	84 WAIG 531

30. Location Allowance

(6)	278/89	1/1/89	69 WAIG 2297
G.O's 241/91 & 280/91 issued no variation to clause as incorrect clause referred to	241/91	01/01/90	71 WAIG 2007
Amended by Corrected G.O's	280/91	01/01/91	71 WAIG 2007
(3);del.(4);renum. exist. (5) as (4); del. (6);renum. exist. (7)-(11) as (6)-(10)	984/97	26/05/97	77 WAIG 1981

31. Provision of Appliances

32. Protection of Employees Tools

33. Change Room

34. Records

Ins text.	491/98	16/04/98	78 WAIG 1563
Cl.	860/98	10/11/98	79 WAIG 235

35. Right of Entry

In line 6, should the word "workino:" be "working" ?

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

37. Prohibition of Junior Employees

38. Mixed Functions

39 Introduction of Change

40. Board of Reference

41. Temporary Employees

Ins clause	558/90(R2)	Various	70 WAIG 3637
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42. Paid Leave for English Language Training

Ins. Clause	195/89	01/11/90	70 WAIG 4335
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Appendix - Resolution of Disputes Requirement

Ins. Appendix	693/96	16/07/96	76 WAIG 2768
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(1),(6), Del. (7)	2053/97	22/11/97	77 WAIG 3079
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Schedule "A" - List of Respondents

Schedule	785/90	30/08/90	70 WAIG 3636
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In line 10, the word "Rottnest" has been spelt "Rottenest"

Schedule	1062/97	04/08/97	77 WAIG 2354
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Del. Respondents	1686/99	02/12/99	79 WAIG 3699
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Schedule "B" - Memorandums of Agreement

(Schedule "C" - Hospital Environment Allowance)

(Does not apply to BMA)

check reference

Schedule	1147/91	11/10/91	71 WAIG 2546
Corr. Ord. (Operative date)	1147/91	11/10/90	73 WAIG 2508

Schedule C - Hospital Environment Allowance

Schedule & title	907/94	18/10/94	74 WAIG 2725
Rates - (1)(2)&(3)	520/95	21/07/95	75 WAIG 2802
(1)(a)&(b);(2) & (3)	934/96	23/08/96	76 WAIG 4670
(1),(2) & (3)	1298/98	13/08/98	78 WAIG 3777
(1), (2) & (3)	820/99	02/12/99	79 WAIG 3694
Rates	1136/00	25/9/00	80 WAIG 5531
(1), (2), (3) & (4)	1360/01	17/09/01	81 WAIG 2742
Sch	1203/02	14/10/02	82 WAIG 2937
Sch	1134/03	21/10/03	83 WAIG 3610
Sch	874/04	07/10/04	84 WAIG 3528

Schedule "D" - Parties Bound

Ins. Sch.	601/93	07/05/93	73 WAIG 1358
Sch.	468/95	19/06/95	75 WAIG 2401
Rates	1136/00	25/09/00	80 WAIG 5531
Correction to rates	1136/00	25/09/00	81 WAIG 333

Sch.	658/02	28/06/02	82 WAIG 2138
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Appendix "A" - Asbestos Eradication

Appendix	1824/89(R)	26/10/89	69 WAIG 3524
Appendix	558/90(R2)	Various	70 WAIG 3637
Amend Rate (5)	907/94	18/10/94	74 WAIG 2725
Rates - (5)	520/95	21/07/95	75 WAIG 2802
(5)	934/96	23/08/96	76 WAIG 4670

Appendix "B" - Rates of Pay - Marine and Harbours Building Tradesmen (Construction)

Appendix "C" - Hours -Department of Marine and Harbours

Ins appendix	558/90(R2)	Various	70 WAIG 3637
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Appendix D - Award Restructuring

Ins. Appendix	235(3)/93	17/11/93	74 WAIG 269
(7)(a) & Ins (7)(c)	1698/93	15/11/94	75 WAIG 131
(7)(c)	468/95	19/06/95	75 WAIG 2401
Rates - (7)(c)	520/95	21/07/95	75 WAIG 2802
(1); Ins (2); Renum. exist (2)-(10)			
as (3)-(11); (8)(a)	146/95	01/07/96	76 WAIG 2393
(8)(a)(c)(i)&(ii)	934/96	23/08/96	76 WAIG 4670
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
(8)(a) & (b)	1298/98	13/08/98	78 WAIG 3777

(8)(a) rates; (b) Ins Text.	609/99	01/08/99	79 WAIG 1847
(8)	820/99	02/12/99	79 WAIG 3694
(8)(a); (8)(b)(i),(ii)&(iii) rates;(8)(c)	1136/00	25/9/00	80 WAIG 5531
Correcting Order	1136/00	25/9/00	80 WAIG 5531
(8)	752/01	01/08/01	81 WAIG 1721
8 (b)	1360/01	17/09/01	81 WAIG 2742
(8)(a)	797/02	01/08/02	82 WAIG 1369
(8)(b)	1203/02	14/10/02	82 WAIG 2937
Cl.	569/03	5/06/03	83 WAIG 1899 & 2000
(8)(b)	1134/03	21/10/03	83 WAIG 3610
Cl (8)(b)	570/04	4/06/04	84 WAIG 1521 & 1597
Cl (8)(b)	874/04	07/10/04	84 WAIG 3528
Cl.	576/05	07/07/05	85 WAIG 2083 & 2187

(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
Del. App. S - 49B	860/98	10/11/98	79 WAIG 235

For variations prior to 5/5/2006 see previous variation record.

VARIATION RECORD

BUILDING TRADES GOVERNMENT AWARD 1968
NO. 31A OF 1966

(823 OF 2005)

823 of 2005 Delivered 5th May 2006 at 86 WAIG 1024
 Operative 05/06/06

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
1. Award Structure				
1.1 Title				
1.2 Arrangement				
1.3 Area and Scope				
1.4 Term				
1.5 Definitions				
2. Contract of Employment				

2.1 Contract of Service				
2.2 Types of Employment				
2.3 Employment Records				
2.4 Right of Entry				
2.5 Seniority				
3. Hours of Work				
3.1 Hours				
3.2 Rest Period				
3.3 Shift Work				
3.4 Overtime				
4. Wages				
4.1 Minimum Adult Award Wage				
	Cl.	957/05	07/07/06	86 WAIG 1631 & 1731

4.2 Wages				
	Cl.	957/05	07/07/06	86 WAIG 1631 & 1731
4.3 Payment of Wages				
4.4 Leading Hands				
4.5 Special Rates and Provisions				
4.6 Fares and Travelling Time (Other than Distant Work)				
4.7 Fares and Travelling - Plumbers				
4.8 Supported Wage System				
4.9 Meal Money				
5. Allowances and Facilities				
5.1 Apprentices				
5.2 Provision of Appliances				

5.3 Protection of Employees' Tools				
5.4 Change Room				
5.5 Posting of Award & Union Notices				
5.6 District Allowance				
5.7 Traineeships				
5.8 Salary Packaging				
5.9 Union Facilities For Union Representatives				
5.10 Prohibition of Junior Employees				
5.11 Mixed Functions				
6. Leave				
6.1 Annual Leave				
6.2 Sick Leave				

6.3 Carers' Leave				
6.4 Public Holidays				
6.5 Long Service Leave				
6.6 Bereavement Leave				
6.7 Parental Leave				
6.8 Trade Union Training Leave				
6.9 Leave to Attend Union Business				
6.10 Cultural/Ceremonial Leave				
6.11 Purchased Leave – 48/52 Wages Arrangement				
6.12 Deferred Salary Leave				
6.13 Study Leave				
6.14 Leave Without Pay				

6.15 Blood/Plasma Donors Leave				
6.16 Emergency Services Leave				
6.17 Defence Force Reserves Leave				
6.18 Paid Leave For English Language Training				
7. Consultation and Introduction of Change				
8. Dispute Resolution Procedure				
9. Named Parties				
9.1 Employer Parties				
9.2 Union Party				
10. Other Laws Affecting Employment				
11. Where to go for Further Information				
Schedule A – District Allowance				

Schedule B – Agency Specific Schedule For Main Road, Western Australia

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Schedule C – Award Restructuring

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