

Radio and Television Employees' Award

1. - TITLE

This award shall be known as the "Radio and Television Employees' Award" and shall replace Award No. 14 of 1974 as amended.

2. - ARRANGEMENT

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3. - AREA AND SCOPE

This award relates to the Radio and Television Industry within the State of Western Australia and to all work done by employees employed in the classifications shown in Clause 29. - Wages and employed by the respondents in connection with the making, installing, repairing and altering, assembling, testing, aligning, fault locating, rewinding and rewiring radio machines, instruments or other apparatus (including public address and background music systems, tape recorders, stereo and hi-fidelity amplifiers, electronic musical instruments and electronic amusement machines) and television machines, instruments or other apparatus.

4. - TERM

The term of this award shall be for a period of one year from the beginning of the first pay period to commence on or after the 7th day of November, 1980.

5. - DEFINITIONS

- (1) "Radio-Television Serviceman" means an employee, other than an apprentice, employed in making, repairing and altering, assembling, testing, aligning, fault locating, rewinding and rewiring radio machines, instruments or other apparatus (including public address systems, tape recorders, stereo and hi-fidelity amplifiers, electronic musical instruments and electronic amusement machines) and television machines, instruments or other apparatus.
- (2) "Radio-Television Serviceman (Grade 1)" means an employee, other than an apprentice -
 - (a) who has had not less than twelve months' experience as a "Radio-Television Serviceman" making or maintaining monochrome television receivers who is employed in making, repairing and altering, assembling, testing, aligning, fault locating and rewinding colour television receivers and who has successfully completed the Television Receiver Servicing Course No. 3563 conducted by the Technical Education Division, Education Department of Western Australia or who has by other means achieved a standard of knowledge deemed by his employer as comparable thereto, or
 - (b) who has had not less than twelve months' experience as a "Radio-Television Serviceman" and who is engaged on work covered by this award, other than that referred to in paragraph (a) and paragraph (c) hereof, in or in connection with complicated or intricate circuitry requiring a standard of knowledge deemed by his employer as comparable to that achieved by an employee under paragraph (a) hereof. "Experience" for the purpose of this paragraph shall mean experience with the work referred to herein, or
 - (c) who has had two years' experience in making, repairing and altering, assembling, testing, aligning, fault locating and rewinding two-way radio systems, radar and marine depth locating equipment. "Experience" for the purpose of this paragraph shall mean experience with the nature of that of the foregoing equipment handled by his employer.
- (3) "Assembler" means an employee employed in or in connection with the manufacturing or assembling of radio or television sets or amplifying equipment, or with any repetitive hand processes in connection therewith, but any work in the nature of altering, testing or adjusting such equipment shall be the work of a tradesman.
- (4) "Junior Employee" means an employee under the age of twenty-one years who is not employed as an apprentice.
- (5) Any dispute arising out of this clause shall be determined by the Board of Reference.

6. - CONTRACT OF SERVICE

- (1) Subject to the provisions of this clause the contract of service shall be by the day and shall be terminable by one day's notice on either side or by the payment or forfeiture, as the case may be, of one day's pay in lieu of such notice.
- (2) In the case of an employee with not less than one month's continuous service with his employer the contract of service shall be by the week and shall be terminable by one week's notice on either side or by the payment or forfeiture, as the case may be, of one week's pay in lieu of such notice.
- (3) The employer shall be under no obligation to pay for any day not worked upon which the employee is required to present himself for duty, except when such absence from work is due to illness and comes within the provisions of Clause 11. - Sick Leave or such absence is on account of holidays to which the worker is entitled under the provisions of this award.
- (4) This clause does not affect the right to dismiss for misconduct and an employee so dismissed shall be paid wages up to the time of dismissal only.

7. - HIGHER DUTIES

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

8. - HOURS

- (1) (a) The provisions of this subclause apply to all employees other than those engaged on continuous shift work.
- (b) Subject to the provisions of subclauses (3) and (4) of this clause the ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases.
 - (i) 38 hours within a work cycle not exceeding seven consecutive days; or
 - (ii) 76 hours within a work cycle not exceeding fourteen consecutive days; or
 - (iii) 114 hours within a work cycle not exceeding twenty-one consecutive days; or
 - (iv) 152 hours within a work cycle not exceeding twenty-eight consecutive days.
 - (v) For the purposes of paragraph (g) of subclause (3) any other work cycle during which a weekly average of 38 ordinary hours are worked as may be agreed in accordance with paragraph (g) of subclause (3).
- (c) (i) Subject to the provisions of placita (ii) and (iii) of this paragraph the week's work shall be performed in not more than five shifts Monday to Saturday inclusive between 7.30 a.m. and 10.00 p.m.
- (ii) In the case of employees in retail shops, the week's work may be performed in five and one-half days between 7.30 a.m. and 1.00 p.m. on the weekly half-holiday and between 6.30 a.m. and 6.00 p.m. on the other days of the week.
- (iii) In the case of other employees employed other than on shift work, the week's work shall be performed in not more than five shifts between 6.30 a.m. and 6.00 p.m. Monday to Friday inclusive.

(iv) Provided that the spread of hours referred to in this paragraph may be altered by agreement between the employer and the majority of employees in the plant or section or sections concerned.

(d) Where the first night shift in any week commences on Monday night, the night shift commencing on Friday and finishing not later than 8.00 a.m. on Saturday of that week, shall be deemed to have been worked in ordinary working hours.

(e) The ordinary hours of work shall not exceed 10 hours on any day.

Provided that in any arrangement of ordinary working hours, where such ordinary hours are to exceed 8 hours on any day, the arrangement of hours shall be subject to the agreement between the employer and the majority of employees in the plant or section or sections concerned.

(f) The ordinary hours of work shall be consecutive except for a meal interval which shall not exceed one hour, and

(i) an employee shall not be compelled to work for more than five hours without a meal interval except where an alternative arrangement is entered into as a result of discussions as provided for in subclause (4) of this clause.

(ii) When an employee is required for duty during the employee's usual meal interval and the employee's meal interval is thereby postponed for more than half an hour, the employee shall be paid at overtime rates until the employee gets the meal interval.

(g) (i) Subject to the provisions of this paragraph, a rest period of seven minutes from the time of ceasing to the time of resumption of work shall be allowed each morning.

(ii) The rest period shall be counted as time off duty without deduction of pay and shall be arranged at a time and in a manner to suit the convenience of the employer.

(iii) Refreshments may be taken by employees during the rest period but the period of seven minutes shall not be exceeded under any circumstances.

(iv) An employer who satisfies the Commission that any employee has breached any condition expressed or implied in this paragraph may be exempted from liability to allow the rest period.

(v) In an establishment in which the majority of employees are not subject to this award, the provisions of this paragraph do not apply but any employee to whom this award applies shall be entitled to the rest period, if any, which may be allowed to the aforesaid majority.

(h) (i) An employee to whom paragraph (c) placitum (ii) of subclause (1) of this clause applies shall be paid at the rate of time and one-quarter for ordinary hours worked on the weekly half holiday.

(ii) Except in the case of an employee to whom paragraph (a) of this subclause applies all work performed during the ordinary working hours on a Saturday up to and including 12 noon shall be paid for at the rate of time and one-quarter and all such work performed after 12 noon shall be paid for at the rate of time and one-half.

(iii) Notwithstanding the provisions of this award contained elsewhere than in this paragraph, when New Year's Day, Anzac Day, Christmas Day or Boxing Day falls on a Saturday an employee who does not work on that Saturday is nevertheless entitled to be paid for each of the two weeks preceding that Saturday the ordinary weekly wage and the starting and/or finishing time on any day or days in those two weeks may be varied by the employer so that the ordinary hours usually worked by an

employee between Monday and Friday (both inclusive) may be increased in each of those weeks by the ordinary hours usually worked by that employee on Saturday.

This paragraph does not apply to a casual employee.

- (i) In the week commencing on the Monday immediately preceding Good Friday, the ordinary working hours of any employee employed by an employer who is bound by an Award applying to Shop Assistants in the area in which the business is carried on, shall be increased on each of the days Monday to Thursday inclusive by 1/5th of the ordinary hours usually worked by that employee on the Saturday following Good Friday.
- (2) (a) The provisions of this subclause apply only to employees engaged on continuous shift work.
- (b) Subject to the provisions of subclause (3) and (4) of this clause the ordinary hours of continuous shift employees shall average 38 per week (inclusive of crib time) and shall not exceed 152 hours in twenty-eight consecutive days.

Provided that, where the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days.

- (c) The ordinary hours of work prescribed herein shall not exceed 10 hours on any day. Provided that in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight hours on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees in the plant or section or sections thereof.
- (3) (a) Except as provided in paragraph (d) of this subclause the method of implementation of the 38 hour week may be any one of the following:
 - (i) by employees working less than 8 ordinary hours each day; or
 - (ii) by employees working less than 8 ordinary hours on one or more days each week; or
 - (iii) by fixing one day of ordinary working hours on which all employees will be off duty during a particular work cycle; or
 - (iv) by rostering employees off duty on various days of the week during a particular work cycle so that each employee has one day of ordinary working hours off duty during that cycle.
 - (v) Except in the case of continuous shift employees where the ordinary hours of work are worked within an arrangement as provided in placitum (iii) or (iv) of this paragraph, any day off duty shall be arranged so that it does not coincide with a holiday prescribed in subclause (1) of Clause 10. - Holidays and Annual Leave of this Award.
- (b) In each plant, an assessment should be made as to which method of implementation best suits the business and the proposal shall be discussed with the employees concerned, the objective being to reach agreement on the method of implementation prior to May 17, 1982.
- (c) In the absence of an agreement at plant level, the procedure for resolving special, anomalous or extraordinary problems shall be as follows:
 - (i) consultation shall take place within the particular establishment concerned.
 - (ii) If it is unable to be resolved at establishment level, the matter shall be referred to the State Secretary of the union concerned or deputy, at which level a conference of the parties shall be convened without delay.

(iii) In the absence of agreement either party may refer the matter to the Western Australian Industrial Relations Commission.

(d) Different methods of implementation of a 38 hour week may apply to various groups or sections of employees in the plant or establishment concerned.

(e) Notice of Days Off.

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

(f) (i) An employer, with the agreement of the majority of employees concerned, may substitute the day an employee is to take off in accordance with placita (iii) and (iv) of subclause (3) hereof, for another day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.

(ii) An employer and employee may by agreement substitute the day the employee is to take off for another day.

(g) Flexibility in relation to rostered days off.

Notwithstanding any other provision in this clause, where the hours of work of an establishment, plant or section are organised in accordance with placita (iii) and (iv) of paragraph (a) of this subclause an employer, the union or unions concerned and the majority of employees in the establishment, plant, section or sections concerned may agree to accrue up to a maximum of five (5) rostered days off in special circumstances such as where there are regular and substantial fluctuations in production requirements in any year.

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

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

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

(b) The procedures should allow for in-plant discussions to continue even though all matters may not be resolved by May 17, 1982.

(c) The procedures should make suggestions as to the recording of understandings reached and methods of communicating agreements and understandings to all employees, including the overcoming of language difficulties.

(d) The procedures should allow for the monitoring of agreements and understandings reached in-plant.

(e) In cases where agreement cannot be reached in-plant in the first instance or where problems arise after initial agreements or understandings have been achieved in-plant, a formal monitoring procedure shall apply. The basic steps in this procedure shall be as applies with respect to special, anomalous or extraordinary problems as prescribed in paragraph (c) of subclause (3) of this clause.

9. - OVERTIME

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

For the purposes of this subclause, ordinary hours shall mean the hours of work fixed in an establishment in accordance with Clause 8. - Hours.
 - (c)
 - (i) Work done on Saturdays after 12.00 noon or on Sundays shall be paid for at the rate of double time.
 - (ii) Work done on any day prescribed as a holiday under this award shall be paid for at the rate of double time and a half.
 - (d) Work done on Saturdays prior to 12.00 noon shall be paid for at the rate of time and one half for the first two hours and double time thereafter but this paragraph does not apply in a case to which paragraphs (d) or (h) of subclause (1) of Clause 8. - Hours applies.
 - (e) In computing overtime each day shall stand-alone but when an employee works overtime which continues beyond midnight on any day, the time worked after midnight shall be deemed to be part of the previous day's work for the purpose of this subclause.
- (2)
 - (a) The provisions of this subclause apply only to employees engaged on continuous shift work.
 - (b) Subject to the provisions of paragraph (c) of this subclause all time worked in excess of or outside the ordinary working hours, or on a shift other than a rostered shift, shall be paid for at the rate of double time, except where an employee is called upon to work a sixth shift in not more than one week in any four weeks, when the employee shall be paid for such shift at time and a half for the first four hours and double time thereafter.

For the purposes of this subclause, ordinary hours shall mean the hours of work fixed in an establishment in accordance with subclauses (3) and (4) of Clause 8. - Hours.
 - (c) Time worked in excess of the ordinary working hours shall be paid for at ordinary rates -
 - (i) if it is due to private arrangements between the employees themselves; or
 - (ii) if it does not exceed two hours and is due to a relieving employee not coming on duty at the proper time; or
 - (iii) if it is for the purpose of effecting the customary rotation of shifts.
- (3)
 - (a) The provisions of this subclause apply to all employees.
 - (b) Overtime on shift work shall be based on the rate payable for shift work.
 - (c)
 - (i) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that an employee has at least ten consecutive hours off duty between the work of successive days.
 - (ii) An employee (other than a casual employee) who works so much overtime between the termination of the employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that the employee has not had at least ten consecutive hours off duty between those times shall, subject to this

paragraph, be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (iii) If, on the instructions of the employer, such an employee resumes or continues work without having had such ten consecutive hours off duty, the employee shall be paid at double rates until released from duty and shall then be entitled to be absent for such period of ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (iv) Where an employee (other than a casual employee or an employee engaged on continuous shift work) is called into work on a Sunday or holiday prescribed under this award preceding an ordinary working day, the employee shall, wherever reasonably practicable, be given ten consecutive hours off duty before the employee's usual starting time on the next day. If this is not practicable, then the provisions of placita (ii) and (iii) of this paragraph shall apply mutatis mutandis.
- (v) The provisions of this paragraph shall apply in the case of shift employees who rotate from one shift to another, as if eight hours were substituted for ten hours when overtime is worked -
 - (aa) for the purpose of changing shift rosters; or
 - (bb) where a shift employee does not report for duty; or
 - (cc) where a shift is worked by arrangement between the employees themselves.
- (vi) Overtime worked as a result of a recall shall not be regarded as overtime for the purpose of this paragraph when the actual time worked is less than three hours on such recall or on each of such recalls.
- (d) (i) When an employee is recalled to work overtime after leaving his employer's business premises he shall be paid for at least three hours at overtime rates but unless unforeseen circumstances arise he shall not be required to work the full three hours if the job for which he was recalled is completed within a shorter period. If he is recalled to work more than once within that three hour period he shall nevertheless be paid only once in respect of any time falling within that period.
- (ii) This subclause shall not apply in cases where it is customary for an employee to return to his employer's premises to perform a specific job outside his ordinary working hours or where the overtime is continuous (subject to any reasonable meal break which may be allowed) with the completion or commencement of his ordinary working time.
- (e) When an employee is required to hold himself in readiness for a call to work after ordinary hours, he shall be paid at ordinary rates for the time he so holds in readiness.
- (f) Subject to the provisions of paragraph (g) of this subclause, an employee required to work overtime for more than two hours shall be supplied with a meal by the employer or be paid \$12.75 or a meal and, if owing to the amount of overtime worked, a second or subsequent meal is required they shall be supplied with each such meal by the employer or be paid \$8.65 for each meal so required.
- (g) The provisions of paragraph (f) of this subclause do not apply:
 - (i) in respect of any period of overtime for which the employee has been notified of the requirement on the previous day or earlier.
 - (ii) to any employee who lives in the locality in which the place of work is situated in respect of any meal for which the employee can reasonably go home.

- (h) If an employee to whom placitum (i) of paragraph (g) of this subclause applies has, as a consequence of the notification referred to in that paragraph, provided a meal or meals and is not required to work overtime or is required to work less overtime than the period notified, the employee shall be paid, for each meal provided and not required, the appropriate amount prescribed in paragraph (f) of this subclause.
- (i) (i) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

The assignment of overtime by an employer to an employee shall be based on specific work requirements and the practice of "one in, all in" overtime shall apply.
- (4) The provisions of this clause do not operate so as to require payment of more than double time rates, or double time and a half on a holiday prescribed under this award, for any work except and to the extent that the provisions of Clause 19. - Special Provisions of this award apply to that work.

10. - HOLIDAYS AND ANNUAL LEAVE

- (1) (a) The following days, or the days observed in lieu shall, subject to this subclause and to Clause 9. - Overtime, of this award, be allowed as holidays without deduction of pay, namely:-

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

Provided that another day may be taken as a holiday by arrangement between the parties, in lieu of any of the days named in this subclause.
- (b) In the area comprised within a radius of sixteen kilometres from the Post Office, Kalgoorlie, the employer may allow Kalgoorlie Cup Day and Boulder Cup Day as holidays without deduction of pay in lieu of Australia Day and State Foundation Day in which event Australia Day and State Foundation Day shall not be holidays under this subclause.
- (c) When any of the days mentioned in paragraph (a) hereof falls on a Saturday or a Sunday, the holiday shall be observed on the next succeeding Monday, and when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.
- (2) On any public holiday not prescribed as a holiday under this award, the employer's establishment or place of business may be closed, in which case an employee need not present himself for duty and payment may be deducted but if work be done, ordinary rates of pay shall apply.
- (3) (a) Except as hereinafter provided a period of four consecutive weeks' leave with payment as prescribed in paragraph (b) hereof shall be allowed annually to an employee by his employer after a period of twelve months' continuous service with that employer.
 - (b) (i) An employee before going on leave shall be paid the wages he would have received in respect of the ordinary time he would have worked had he not been on leave during the relevant period.
 - (ii) Subject to paragraph (c) hereof an employee shall, where applicable, have the amount of wages to be received for annual leave calculated by including the following where applicable:-
 - (aa) the rate applicable to the employee as prescribed in Clause 29. - Wages of the award, and

- (bb) subject to paragraph (c)(ii) the rate prescribed for work in ordinary time by Clause 8. - Hours and Clause 26. - Shift Work of the award according to the employee's roster or projected roster including Saturday shifts.
 - (cc) the rate payable pursuant to Clause 7. - Higher Duties calculated on a daily basis, which the employee would have received for ordinary time during the relevant period whether on a shift roster or otherwise.
 - (dd) any other rate to which the employee is entitled in accordance with his contract of employment for ordinary hours of work; provided that this provision shall not operate so as to include any payment which is of a similar nature to or is paid for the same reasons as or is paid in lieu of those payments prescribed in Clause 13. - Car Allowance nor any payment which might have become payable to the employee as reimbursement for expenses incurred.
 - (c) In addition to the payment prescribed in paragraph (b) hereof, a worker shall receive a loading calculated on the rate of wage prescribed by that paragraph. This loading shall be as follows:-
 - (i) Day Workers - A worker who would have worked on day work had he not been on leave - a loading of 17 1/2 per cent.
 - (ii) Shift Workers - A worker who would have worked on shift work had he not been on leave - a loading of 17 1/2 per cent. Provided that where the worker would have received shift loadings prescribed by Clause 26. - Shift Work and, if applicable, payment for work on a regularly rostered sixth shift in not more than one week in any four weeks had he not been on leave during the relevant period and such loadings and payment would have entitled him to a greater amount than the loading of 17 1/2 per cent, then the shift loadings and, if applicable, the payment for the said regularly rostered sixth shift shall be added to the rate of wage prescribed by paragraph (b)(ii)(aa) hereof in lieu of the 17 1/2 per cent loading. Provided further, that if the shift loadings and, if applicable, the payment for the said regularly rostered sixth shift would have entitled him to a lesser amount than the loading of 17 1/2 per cent then such loading of 17 1/2 per cent shall be added to the rate of wage prescribed by paragraph (b) but not including paragraph (b)(ii)(bb) hereof in lieu of shift loadings and the said payment.
 - (d) Except as provided in paragraph (a) of subclause (5) of this clause the loading prescribed by paragraph (c) of this subclause shall not apply to proportionate leave on termination.
- (4) If any award holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid
- (5) (a) A worker whose employment terminates after he has completed a twelve monthly qualifying period and who has not been allowed the leave prescribed under this clause in respect of that qualifying period shall be given payment as prescribed in paragraphs (b) and (c) of subclause (3) of this clause in lieu of that leave, or in a case to which subclauses (8), (9) or (10) of this clause applies, in lieu of so much of that leave as has not been allowed unless:-
- (i) he has been justifiably dismissed for misconduct; and
 - (ii) the misconduct for which he has been dismissed occurred prior to the completion of that qualifying period.
- (b) If, after one month's continuous service in any qualifying twelve monthly period an employee lawfully leaves the employment or the employment is terminated by the employer through no fault of the employee, the employee shall be paid 2.923 hours' pay at the rate of wage prescribed by paragraph (b) of subclause (3) of this clause, divided by thirty-eight, in respect of each completed week of continuous service.

- (c) The provisions of paragraph (b) hereof do not apply to the employees of any employer to whom the Second Schedule - 38 Hour Week Provisions applies.
- (6) Any time in respect of which an employee is absent from work except time for which he is entitled to claim sick pay or time spent on holidays or annual leave as prescribed by this award shall not count for the purpose of determining his right to annual leave.
- (7) In the event of an employee being employed by an employer for portion only of a year, he shall only be entitled subject to subclause (5) of this clause, to such leave on full pay as is proportionate to his length of service during that period with such employer, and if such leave is not equal to the leave given to the other employees he shall not be entitled to work or pay whilst the other employees of such employer are on leave on full pay.
- (8) Annual leave shall be given and taken in one or two continuous periods. If the annual leave is given in two continuous periods then one of those two periods must be at least three consecutive weeks. Provided that if the employer and an employee so agree, then the employee's annual leave entitlement may be given and taken in two separate periods, neither of which is of at least three consecutive weeks, or in three separate periods.

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

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

Provided that by agreement with the majority of employees an employer may close down the plant for a period of at least 14 consecutive days including non-working days and grant the balance of the annual leave due to an employee by mutual arrangement.

 - (b) An employer may close down his business, or a section or sections thereof for a period of less than three consecutive weeks and allow the balance of the annual leave due to an employee in one or two continuous periods, either of which may be in accordance with a roster. In such a case the granting and taking of annual leave shall be subject to the agreement of the employer and the majority of the employees in the business, or a section thereof respectively and before asking the employees concerned for their agreement, the employer shall advise them of the proposed date of the close-down or close-downs and the details of the annual leave roster.
- (11) The provisions of this clause shall not apply to casual employees.

11. - SICK LEAVE

- (1) (a) An employee who is unable to attend or remain at the place of employment during the ordinary hours of work by reason of personal ill health or injury shall be entitled to payment during such absence in accordance with the provisions of this clause.
- (i) Employee who actually works 38 ordinary hours each week
- An employee whose ordinary hours of work are arranged in accordance with placitum (i) or (ii) of paragraph (a) of subclause (3) of Clause 8. - Hours so that the employee actually works 38 ordinary hours each week shall be entitled to payment during such absence for the actual ordinary hours absent.
- (ii) Employee who works an average of 38 ordinary hours each week
- An employee whose ordinary hours of work are arranged in accordance with placitum (iii) or (iv) of paragraph (a) of subclause (3) of Clause 8. - Hours so that the employee works an average of 38 ordinary hours each week during a particular work cycle shall be entitled to pay during such absence calculated as follows:
- $$\begin{array}{rcl} \text{duration of absence} & \times & \text{appropriate weekly rate} \\ \text{ordinary hours normally worked that day} & & 5 \end{array}$$
- An employee shall not be entitled to claim payment for personal ill health or injury nor will the employee's sick leave entitlement be reduced if such ill health or injury occurs on the week day the employee is to take off duty in accordance with placitum (iii) or (iv) of paragraph (a) of subclause (3) of Clause 8. - Hours of this award.
- (b) Notwithstanding the provisions of paragraph (a) of this subclause an employer may adopt an alternative method of payment of sick leave entitlements where the employer and the majority of the employees so agree.
- (c) Entitlement to payment shall accrue at the rate of one-sixth of a week for each completed month of service with the employer.
- (d) If in the first or successive years of service with the employer an employee is absent on the ground of personal ill health or injury for a period longer than the employee's entitlement to paid sick leave, payment may be adjusted at the end of that year of service, or at the time the employee's services terminate, if before the end of that year of service, to the extent that the employee has become entitled to further paid sick leave during that year of service.
- (2) The unused portions of the entitlement to paid sick leave in any one year shall accumulate from year to year and subject to this clause may be claimed by the employee if the absence by reason of personal ill health or injury exceeds the period for which entitlement has accrued during the year at the time of the absence. Provided that an employee shall not be entitled to claim payment for any period exceeding ten weeks in any one year of service.
- (3) To be entitled to payment in accordance with this clause the employee shall as soon as reasonably practicable advise the employer of inability to attend for work, the nature of the illness or injury and the estimated duration of the absence. Provided that such advice, other than in extraordinary circumstances shall be given to the employer within 24 hours of the commencement of the absence.
- (4) The provisions of this clause do not apply to an employee who fails to produce a certificate from a medical practitioner dated at the time of the absence or who fails to supply such other proof of the illness or injury as the employer may reasonably require provided that the employee shall not be required to produce a certificate from a medical practitioner with respect to absences of two days or less unless after two such absences in any year of service the employer requests in writing that the next and subsequent absences in that year if any, shall be accompanied by such certificate.

- (5)
 - (a) Subject to the provisions of this subclause, the provisions of this clause apply to an employee who suffers personal ill health or injury during the time when the employee is absent on annual leave and an employee may apply for and the employer shall grant paid sick leave in place of paid annual leave.
 - (b) Application for replacement shall be made within seven days of resuming work and then only if the employee was confined to the place of residence or a hospital as a result of the employee's personal ill health or injury for a period of seven consecutive days or more and the employee produces a certificate from a registered medical practitioner that the employee was so confined. Provided that the provisions of this paragraph do not relieve the employee of the obligation to advise the employer in accordance with subclause (3) of this clause if the employee is unable to attend for work on the working day next following the employee's annual leave.
 - (c) Replacement of paid annual leave by paid sick leave shall not exceed the period of paid sick leave to which the employee was entitled at the time the employee proceeded on annual leave and shall not be made with respect to fractions of a day.
 - (d) Where paid sick leave has been granted by the employer in accordance with paragraphs (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid sick leave is hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the employee or, failing agreement, shall be added to the employee's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions of Clause 10. - Holidays and Annual Leave.
 - (e) Payment for replaced annual leave shall be at the rate of wage applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in Clause 10. - Holidays and Annual Leave shall be deemed to have been paid with respect to the replaced annual leave.
- (6) Where a business has been transmitted from one employer to another and the employee's service has been deemed continuous in accordance with subclause (3) of Clause 2 of the Long Service Leave provisions published in volume 66 of the Western Australian Industrial Gazette at pages 1-4, the paid sick leave standing to the credit of the employee at the date of transmission from service with the transmitter shall stand to the credit of the employee at the commencement of service with the transmittee and may be claimed in accordance with the provisions of this clause.
- (7) The provisions of this clause with respect to payment do not apply to employees who are entitled to payment under the Workers' Compensation Act nor to employees whose injury or illness is the result of the employee's own misconduct.
- (8) The provisions of this clause do not apply to casual employees.

12. - COMPASSIONATE LEAVE

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

Proof of such death shall be furnished by the employee to the satisfaction of his employer.

- (2) For the purpose of this clause "wife" shall include de-facto wife and "husband" shall include de-facto husband.

13. - CAR ALLOWANCE

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

RATES OF HIRE FOR USE OF EMPLOYEE'S OWN VEHICLE ON EMPLOYER'S BUSINESS MOTOR CAR

Area and Details	Engine Displacement (in Cubic Centimetres)		
	Over 2600cc	Over 1600cc -2600cc	1600cc & Under
Rate per Kilometre (Cents)			
Metropolitan Area	83.6	74.7	65.0
South West Land Division	85.5	76.5	66.5
North of 23.5 ' South Latitude	93.9	84.2	73.5
Rest of the State	88.2	79.1	69.0
Motor Cycle (In All Areas)		28.6 cents per kilometre	

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

"South West Land Division" means the South West Land Division as defined by section 28 of the Land Act, 1933-1971 excluding the area contained within the Metropolitan Area.

14. - DISTANT WORK

- (1) Where an employee is engaged, selected or advised by an employer to proceed to work at such a distance that he cannot return to his home each night and the employee agrees to do so, the employer shall provide the employee with suitable board and lodging or shall pay all expenses reasonably incurred by the employee for board and lodging.
- (2) The employer shall pay all expenses including fares, transport of tools, meals and, if necessary, suitable overnight accommodation incurred by an employee who is directed by his employer to proceed to the locality of the job and who complies with such direction. Provided that the employee shall be paid at ordinary rate of payment for the time up to a maximum of eight hours in any one day incurred in travelling pursuant to the employer's direction.
- (3) Where an employee who, after one month of employment with an employer, leaves his employment, or whose employment is terminated by his employer "except for incompetency, within one working week of his commencing work on the job or for misconduct" and in either instance subject to the provisions of Clause 6. - Contract of Service of this award returns to the place from whence he first proceeded to the locality, or to a place less distant than or equidistant to the place whence he first proceeded, the employer shall pay all expenses - including fares, transport, tools, meals and, if necessary, suitable overnight accommodation - incurred by the employee in so returning.

Provided that the employer shall in no case be liable to pay a greater amount under this subclause than he would have paid if the employee had returned to the locality from which he first proceeded to the job.

- (4) Where an employee, supplied with board and lodging by the employer, is required to live more than 800 metres from the job the employee shall be provided with suitable transport to and from that job or be paid an allowance of \$15.65 per day provided that where the time actually spent in travelling either to or from the job exceeds twenty minutes, that excess travelling time shall be paid for at ordinary rates whether or not suitable transport is supplied by the employer.

15. - PAYMENT OF WAGES

- (1) Each employee shall be paid the appropriate rate shown in Clause 29. - Wages of this award. Subject to subclause (2) of this clause payment shall be pro rata where less than the full week is worked.
- (2) From the date that a 38 hour week system is implemented by an employer wages shall be paid as follows:

- (a) Actual 38 ordinary hours

In the case of an employee whose ordinary hours of work are arranged in accordance with placitum (i) or (ii) of paragraph (a) of subclause (3) of Clause 8. - Hours of this award so that the employee works 38 ordinary hours each week, wages shall be paid weekly or fortnightly according to the actual ordinary hours worked each week or fortnight.

- (b) Average of 38 ordinary hours

Subject to subclauses (3) and (4) hereof, in the case of an employee whose ordinary hours of work are arranged in accordance with placitum (iii) or (iv) of paragraph (a) of subclause (3) of Clause 8. - Hours of this award, so that the employee works an average of 38 ordinary hours each week during a particular work cycle, wages shall be paid weekly or fortnightly according to a weekly average of ordinary hours worked even though more or less than 38 ordinary hours may be worked in any particular week of the work cycle.

SPECIAL NOTE - Explanation of Averaging System

As provided in paragraph (b) of this subclause an employee whose ordinary hours may be more or less than 38 in any particular week of a work cycle, is to be paid the wage on the basis of an average of 38 ordinary hours so as to avoid fluctuating wage payments each week. An explanation of the averaging system of paying wages is set out below:

- (i) Clause 8. - Hours in subclause (3) paragraph (a) placita (iii) and (iv) provides that in implementing a 38 hour week the ordinary hours of an employee may be arranged so that the employee is entitled to a day off, on a fixed day or rostered day basis, during each work cycle. It is in these circumstances that the averaging system would apply.
- (ii) If the 38 hour week is to be implemented so as to give an employee a day off in each work cycle this would be achieved if, during a work cycle of 28 consecutive days (that is, over four consecutive weeks) the employee's ordinary hours were arranged on the basis that for three of the four weeks the employee worked 40 ordinary hours each week and in the fourth week worked 32 ordinary hours. That is, the employee would work for 8 ordinary hours each day, Monday to Friday inclusive for three weeks and 8 ordinary hours on four days only in the fourth week - a total of 19 days during the work cycle.
- (iii) In such a case the averaging system applies and the weekly wage rates for ordinary hours of work applicable to the employee shall be the average weekly wage rates set out for the employee's classification in Clause 29. - Wages of this award, and shall be paid each week even though more or less than 38 ordinary hours are worked that week.

In effect, under the averaging system, the employee accrues a "credit" each day the employee works actual ordinary hours in excess of the daily average which would otherwise be 7 hours 36 minutes. This "credit" is carried forward so that in the week of the cycle that the employee

works on only four days, the actual pay would be for an average of 38 ordinary hours even though, that week, the employee works a total of 32 ordinary hours.

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

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

(3) Absences from Duty

- (a) An employee whose ordinary hours are arranged in accordance with placitum (iii) or (iv) of paragraph (a) of subclause (3) of Clause 8. - Hours of this award and who is paid wages in accordance with paragraph (a) of subclause (2) hereof and is absent from duty (other than on annual leave, long service leave, holidays prescribed under this award, paid sick leave, workers' compensation or bereavement leave) shall, for each day the employee is so absent, lose average pay for that day calculated by dividing the employee's average weekly wage rate by 5.

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

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

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

$$\text{Total of "credits" not accrued during cycle} \quad \times \quad \frac{\text{average weekly pay}}{38}$$

Examples

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

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

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

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

1st, 2nd and 3rd weeks = average pay each week

4th week = average pay less 4/5ths of average pay for the four days absent
less total of credits not accrued that week

= 1/5th average pay less 4 x 0.4 hours x average weekly pay 38

= 1/5th average pay less 1.6 hours x average weekly pay 38

(4) Alternative Method of Payment

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

(5) Day Off Coinciding with Pay Day

In the event that an employee, by virtue of the arrangement of the employee's ordinary working hours, is to take a day off duty on a day which coincides with pay day, such employee shall be paid no later than the working day immediately following pay day. Provided that, where the employer is able to make suitable arrangements, wages may be paid on the working day preceding pay day.

(6) Payment by cheque or electronic fund transfer.

Where an employee and the employer agree, the employee's wages may be paid by cheque or direct transfer into the employee's bank (or other recognised financial institution) account. Notwithstanding this provision, if the employer and the majority of employees agree, all employees may be paid their wages by cheque or direct transfer into an employee's bank (or other recognised financial institution) account.

(7) Termination of Employment

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

Provided that in the case of an employee whose ordinary hours are arranged in accordance with placitum (iii) or (iv) of paragraph (a) of subclause (3) of Clause 8. - Hours of this award and who is paid average pay and who has not taken the day off due to the employee during the work cycle in which the employment is terminated, the wages due to that employee shall include a total of credits accrued during the work cycle as detailed in the Special Note following paragraph (b) of subclause (2) of this clause.

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

(8) Details of Payments to be Given

The employer shall provide each employee with a statement showing -

- (a) The employee's rate of wage.
- (b) The hours worked including overtime.
- (c) All deductions.
- (d) The net amount of wages.

(9) Calculation of Hourly Rate

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

16. - TIME AND WAGES RECORD

- (1) Each employer shall keep a time and wages record showing the name of each employee, and the nature of his work, the hours worked each day and the wages and allowances paid each week. Any system of automatic recording by means of machines shall be deemed to comply with the provision to the extent of the information recorded.
- (2) The time and wages record shall be open for inspection by a duly accredited official of the union, during the usual office hours, at the employer's office or other convenient place and he shall be allowed to take extracts there from. Before exercising a power of inspection the representative shall give reasonable notice of not less than 24 hours to the employer

The employer's works shall be deemed to be a convenient place for the purpose of this paragraph and if for any reason the record be not available at the works when the official calls to inspect it, it shall be made available for inspection within twelve hours either at the employer's office or at the works.

17. - POSTING OF AWARD AND UNION NOTICES

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

18. - BOARD OF REFERENCE

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

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

19. - SPECIAL PROVISIONS

- (1) Suitable rubber mats or other protective and highly insulated material to stand on shall be provided by the employer for the use of employees engaged upon work in the workshop on apparatus supplied with a voltage exceeding one hundred and ten volts.
- (2) Protective Equipment
 - (a) The employer shall have available a sufficient supply of protective equipment (as, for example, hand screens, goggles, glasses, gloves, aprons, leggings and gum boots) for use by his employees when engaged on work for which some protective equipment is reasonably necessary. It shall be a defence to an employer charged with a breach of this subclause if he

proves that he was unable to obtain either the item of equipment the subject of the charge or a suitable substitute.

- (b) Every employee shall sign an acknowledgement on receipt of any article of protective equipment and shall return same to the employer when he has finished using it or on leaving his employment.
- (c) No employee shall lend another employee any such article of protective equipment issued to such first mentioned employee, and if the same are lent, both the lender and the borrower shall be deemed guilty of wilful misconduct.
- (d) Before goggles, glasses or gloves or any such substitutes which have been used by an employee are re-issued by the employer to another employee, they shall be effectively sterilised.
- (e) During the time any article of protective equipment is on issue to the employee, he shall be responsible for any loss or damage thereto, fair wear and tear attributable to ordinary use excepted.

(3) Testing Equipment:

The employer shall supply all necessary testing equipment and parts for the repair of same. No employee shall be called upon to provide any testing equipment.

(4) Attendants on Ladders:

No employee shall work on a ladder at a height of over 6 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.

20. - APPRENTICES

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

- (1) the union concerned so agrees; or
- (2) the commission so determines.

21. - JUNIOR EMPLOYEES

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

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

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

22. - UNDER RATE EMPLOYEES

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

23. - LOCATION ALLOWANCES

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

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

Madura	\$22.10
Marble Bar	\$53.10
Meekatharra	\$18.20
Mount Magnet	\$22.80
Mundrabilla	\$22.60
Newman	\$19.80
Norseman	\$18.10
Nullagine	\$53.00
Onslow	\$35.70
Pannawonica	\$26.80
Paraburdoo	\$26.70
Port Hedland	\$28.60
Ravensthorpe	\$10.90
Roebourne	\$39.70
Sandstone	\$20.60
Shark Bay	\$17.00
Shay Gap	\$17.80
Southern Cross	\$9.70
Telfer	\$48.90
Teutonic Bore	\$20.60
Tom Price	\$26.70
Whim Creek	\$34.20
Wickham	\$33.00
Wiluna	\$20.80
Wittenoom	\$46.90
Wyndham	\$51.50

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

- (7) For the purposes of this clause:
- (a) "Dependant" shall mean -
- (i) a spouse or defacto partner; or
- (ii) a child where there is no spouse or defacto partner;
- who does not receive a location allowance or who, if in receipt of a salary or wage package, receives no consideration for which the location allowance is payable pursuant to the provisions of this clause.
- (b) "Partial Dependant" shall mean a "dependant" as prescribed in paragraph (a) of this subclause who receives a location allowance which is less than the location allowance prescribed in subclause (1) of this clause or who, if in receipt of a salary or wage package, receives less than a full consideration for which the location allowance is payable pursuant to the provisions of this clause.
- (8) Where an employee is employed in a town or location not specified in this clause the allowance payable for the purpose of subclause (1) of this clause shall be such amount as may be agreed between Australian Mines and Metals Association, the Chamber of Commerce and Industry of Western Australia and the Trades and Labor Council of Western Australia or, failing such agreement, as may be determined by the Commission.
- (9) Subject to the making of a General Order pursuant to s.50 of the Act, that part of each location allowance representing prices shall be varied from the beginning of the first pay period commencing on or after the 1st day in July of each year in accordance with the annual percentage change in the Consumer Price Index (excluding housing), for Perth measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.

24. - LONG SERVICE LEAVE

The Long Service Leave provisions published in Volume 60 of the Western Australian Industrial Gazette at pages 1-6 both inclusive, are hereby incorporated in and form part of this award.

25. - REPRESENTATIVE INTERVIEWING EMPLOYEES

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

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

26. - SHIFT WORK

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

Provided that where the ordinary hours of work normally worked in an establishment are worked on less than five days then the provisions of paragraph (a) shall be as if four consecutive shifts were substituted for five consecutive shifts.
- (b) The sequence of work shall not be deemed to be broken under the preceding paragraph by reason of the fact that work on the process is not carried out on a Saturday or Sunday or any other day that the employer observes a shut down for the purpose of allowing a 38 hour week or on any holiday.
- (4) Where a shift commences at or after 11.00 p.m. on any day, the whole of that shift shall be deemed, for the purposes of this award, to have been worked on the following day.
- (5) A shift employee when on afternoon or night shift shall be paid, for such shift fifteen percent more than his ordinary rate prescribed by this award. For the purposes of this award any shift finishing after 6.30 p.m. shall be deemed an afternoon shift.
- (6) (a) All work performed on a rostered shift, when the major portion of such shift falls on a Saturday, Sunday or a holiday, shall be paid for as follows -

Saturday - at the rate of time and one half
Sunday - at the rate of time and three quarters
Holidays - at the rate of double time.
- (b) These rates shall be paid in lieu of the shift allowances prescribed in subclause (5) of this clause.
- (7) A continuous shift employee who is not required to work on a holiday which falls on the employee's rostered day off shall be allowed a day's leave with pay to be added to annual leave or taken at some other time if the employee so agrees.

27. - BREAKDOWN

The employer shall be entitled to deduct payment for any day upon which an employee including an apprentice cannot be usefully employed because of any strike by the union or unions affiliated with it, or by any other association or unions, or through the breakdown of the employer's machinery or any stoppage of work by any cause which the employer cannot reasonably prevent.

28. - PART-TIME EMPLOYMENT

- (1) A part time employee may be engaged to work for a constant number of hours each week which having regard to the various ways of arranging ordinary hours shall average less than 38 hours per week.
- (2) An employee so engaged shall be paid per hour one thirty-eighth of the weekly wage prescribed for the classification in which the employee is engaged.

(3) An employee engaged on a part time basis shall be entitled in respect of annual leave, holidays, sick leave and bereavement leave arising under this award payment on a proportionate basis calculated as follows:

(a) Annual Leave

Where a part time employee is entitled to a payment either, on termination or for the purpose of annual leave or at a close down, for continuous service in any qualifying twelve monthly period then the payment of 2.923 hours' pay prescribed by paragraph (b) of subclause (6) of Clause 10. - Holidays and Annual Leave shall be in respect of each cumulative period of 38 ordinary hours worked during the qualifying period.

(b) Holidays

A part time employee shall be allowed the holidays prescribed by Clause 10. - Holidays and Annual Leave without deduction of pay in respect of each holiday which is observed on a day ordinarily worked by the part time employee.

(c) Absence Through Sickness

Notwithstanding the provisions of paragraph (a) of subclause (1) of Clause 11. - Sick Leave the accrual of one-sixth of a week for each completed month of service shall be calculated on the average number of ordinary hours worked each week for every completed month of service.

(d) Bereavement Leave

Where a part time employee would normally work on either or both of the two working days following the death of a close relative which would entitle an employee on weekly hiring to bereavement leave in accordance with Clause 12. - Compassionate Leave of this award the employee shall be entitled to be absent on bereavement leave on either or both of those two working days without loss of pay for the day or days concerned.

(e) Overtime

A part time employee who works in excess of the hours fixed under the contract of employment shall be paid overtime in accordance with Clause 9. - Overtime of this award.

29. - WAGES

(1) The minimum rates of wage payable weekly to employees covered by this award shall be as follows:

(a)	Adults	Rate Per Week	Arbitrated Safety Net Adjustment	Total Rate Per Week
	Radio-Television Serviceperson (Grade 1)	448.20	346.80	795.00
	Radio-Television Serviceperson	418.90	345.80	764.70
	Car Radio Installer	353.30	341.50	694.80
	Antenna and/or Television Installer	353.30	341.50	694.80
	Assembler	340.60	341.10	681.70

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

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

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

(2) Leading Hands:

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

	\$
(a) If placed in charge of not less than three and not more than ten other employees	30.50
(b) If placed in charge of more than ten and not more than twenty other employees	46.30
(c) If placed in charge of more than twenty other employees	59.90

(3) Apprentices:

(Wage per week expressed as a percentage of the rate per week for a "radio-television serviceperson" set out in subclause (1) of this clause).

(a) Five Year Term -	%
First Year	40
Second Year	48
Third Year	55
Fourth Year	75
Fifth Year	88
(b) Four Year Term -	%
First Year	42
Second Year	55
Third Year	75
Fourth Year	88
(c) Three and A Half-Year Term -	
First six months	42
Next Year	55
Next Year	75
Final Year	88
(d) Three Year Term -	
First Year	55
Second Year	75
Third Year	88

(4) Junior Employees -

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

	%
Under 16 years of age	35
Between 16 and 17 years of age	45
Between 17 and 18 years of age	55
Between 18 and 19 years of age	65
Between 19 and 20 years of age	75
Between 20 and 21 years of age	90

- (5) (a) Where an employer does not provide a Serviceperson, Installer, Assembler or an apprentice with the tools ordinarily required by that Serviceperson, Installer, Assembler or apprentice in the performance of their work as a Serviceperson, Installer, Assembler or as an apprentice the employer shall pay a tool allowance of:-

(i) \$16.60 per week to such Serviceperson, Installer or Assembler; or

(ii) In the case of an apprentice a percentage of \$16.60 being the percentage which appears against their year of apprenticeship in subclause (3) of this Clause,

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

- (b) Any tool allowance paid pursuant to paragraph (a) of this subclause shall be included in, and form part of, the ordinary weekly wage prescribed in this Clause.
- (c) An employer shall provide for the use of tradespersons or apprentices all necessary power tools, special purpose tools and precision measuring instruments.
- (d) A tradesperson or apprentice shall replace or pay for any tools supplied by the employer if lost through their negligence.

- (6) Casual Employees:

An employee engaged as a casual employee or an employee employed for less than one month whose employment is terminated for reasons other than misconduct shall be paid twenty per cent in addition to the rate prescribed for his/her classification.

- (7) Structural Efficiency

(a) Arising out of the decision of 8 September 1989 in the State Wage Case and in consideration of the wage increases resulting from the first structural efficiency adjustment in Application No. 1750 of 1989, employees are to perform a wider range of duties including work which is incidental or peripheral to their main tasks or functions.

(b) The parties to the Award are committed to co-operating positively to increase the efficiency, productivity and international competitiveness of the radio and television industry and to enhance the career opportunities and job security of employees in the industry.

(c) At each plant or enterprise a consultative mechanism may be established by the employer, or shall be established upon request by the employees or their relevant Union or Unions. The consultative mechanism and procedure shall be appropriate to the size, structure and needs of that plant or enterprise. Measures raised by the employer, employees or Union or Unions for consideration consistent with the objectives of paragraph (b) hereof shall be processed through that consultative mechanism and procedures.

- (d) Measures raised for consideration consistent with paragraph (c) hereof shall be related to implementation of the new classification structure, the facilitative provisions contained in this Award, and subject to Clause 33. - Training, of this Award, matters concerning training and, subject to paragraph (e) hereof, any other measures consistent with the objectives of paragraph (b) of this subclause.
- (e) Without limiting the rights of either an employer or a Union to arbitration, any other measure designed to increase flexibility at the plant or enterprise and sought by any party shall be notified to the Commission and by agreement of the parties involved shall be subject to the following requirements:
 - (i) The changes sought shall not affect provisions reflecting national standards recognised by the Western Australian Industrial Relations Commission;
 - (ii) The majority of employees affected by the change at the plant or enterprise must genuinely agree to the change;
 - (iii) No employee shall lose income as a result of the change;
 - (iv) The Union must be a party to the Agreement;
 - (v) The Union shall not unreasonably oppose any Agreement;
 - (vi) Any Agreement shall be subject to approval by the Western Australian Industrial Relations Commission and, if approved, shall operate as a Schedule to this Award and take precedence over any provision of this Award to the extent of any inconsistency.
- (f) Any disputes arising in relation to the implementation of paragraphs (c) and (d) hereof shall be subject to the provisions of Clause 32. - Avoidance of Industrial Dispute, of this Award.
- (g) The parties to this Award agree to finalise outstanding matters relating to the classification structure and definitions and in respect of further flexibility provisions relating but not limited to hours of work and higher duties within six months of the 21st November 1990.

29A. - ADULT MINIMUM AWARD WAGE

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

- (7) Liberty to apply is reserved in relation to any special category of employees not included here or otherwise in relation to the application of the minimum adult award wage.
- (8) Subject to this clause the minimum adult award wage shall –
- (a) Apply to all work in ordinary hours.
 - (b) Apply to the calculation of overtime and all other penalty rates, superannuation, payments during any period of paid leave and for all purposes of this award.
- (9) Minimum Adult Award Wage
- The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2014 State Wage order decision. Any increase arising from the insertion of the minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.
- Increases under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset the minimum wage.
- (10) Adult Apprentices
- (a) Notwithstanding the provisions of this clause, an apprentice, 21 years of age or more, shall not be paid less than \$572.20 per week on and from the commencement of the first pay period on or after 1 July 2014.
 - (b) The rate paid in the paragraph above to an apprentice 21 years of age or more is payable on superannuation and during any period of paid leave prescribed by this award.
 - (c) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.
 - (d) Nothing in this clause shall operate to reduce the rate of pay fixed by the award for an adult apprentice in force immediately prior to 5 June 2003.

30. - LIBERTY TO APPLY

Liberty is reserved to the parties to apply to amend;

- (1) The provisions of this award with regard to conditions upon variations to the Metal Trades (General) Award No. 13 of 1965 as amended.
- (2) In respect of altering the spread of hours prescribed by Clause 8. - Hours from 6.30 a.m. to 6.00 p.m., to 6.00 a.m. to 6.00 p.m.

31. - JUNIOR EMPLOYEES - SPECIAL ORDERS

Notwithstanding the provisions of this award contained elsewhere than in this clause an employer may pay a junior employee including an apprentice engaged pursuant to this clause after July 4, 1985 at a rate of wage less than that to which the employee would be entitled were it not for this clause if and only if the employee agrees and the Commission approves and so orders.

32. - AVOIDANCE OF INDUSTRIAL DISPUTES

- (1) A procedure for the avoidance of industrial disputes shall apply in establishments covered by this award.

The objectives of the procedure shall be to promote the resolution of disputes by measures based on consultation, co-operation and discussion; to reduce the level of industrial confrontation; and to avoid interruption to the performance of work and the consequential loss of production and wages.

It is acknowledged that in some companies or sectors of the industry, disputes avoidance/settlement procedures are either now in place or in the process of being negotiated and it may be the desire of the immediate parties concerned to pursue those mutually agreed procedures.

- (2) In other cases, the following principles shall apply:
- (a) Depending on the issues involved, the size and function of the plant or enterprise and the union membership of the employees concerned, a procedure involving up to four stages of discussion shall apply. These are:
 - (i) discussions between the employee/s concerned (and shop steward if requested) and the immediate supervisors;
 - (ii) discussions involving the employee/s concerned, the shop steward and the employer representative;
 - (iii) discussions involving representatives from the state branch of the union(s) concerned and the employer representatives;
 - (iv) discussions involving senior union officials (state secretary) and the senior management representative(s);
 - (v) There shall be an opportunity for any party to raise the issue to a higher stage.
 - (b) There shall be a commitment by the parties to achieve adherence to this procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.
 - (c) Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded.
 - (d) Sensible time limits shall be allowed for the completion of the various stages of the discussions. At least seven days should be allowed for all stages of the discussions to be finalised.
 - (e) Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the Western Australian Industrial Relations Commission for assistance in resolving the dispute.
 - (f) In order to allow for the peaceful resolution of grievances the parties shall be committed to avoid stoppages of work, lockouts or any other bans or limitation on the performance of work while the procedures of negotiation and conciliation are being followed.
 - (g) The employer shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established custom and practices at the workplace.

33. - TRAINING

- (1) The parties to this Award recognise that in order to increase efficiency, productivity and competitiveness of industry, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to -
 - (a) Developing a more highly skilled and flexible workforce;
 - (b) Providing employees with career opportunities through appropriate training to acquire additional skills; and
 - (c) Removing barriers to the utilisation of skills acquired.
- (2) Following proper consultation in accordance with subclause (7) in Clause 29. - Wages, of this Award, or through the establishment of a Training Committee, an employer shall develop a training programme consistent with -
 - (a) The current and future skill needs of the enterprise;
 - (b) The size, structure and nature of the operations of the enterprise;
 - (c) The need to develop vocational skills relevant to the enterprise and the radio and television industry through courses conducted by accredited educational institutions and providers.
- (3) Where it is agreed that a Training Committee be established, such Training Committee shall be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, which may include but not be limited to -
 - (a) Formulation of a training programme and availability of training courses and career opportunities to employees;
 - (b) Dissemination of information on the training programme and availability of training courses and career opportunities to employees;
 - (c) The recommending of individual employees for training and reclassification;
 - (d) Monitoring and advising management and employees regarding the ongoing effectiveness of the training.
- (4)
 - (a) Where, as a result of consultation in accordance with subclause (7) of Clause 29. - Wages, of this Award, or through a Training Committee and/or with the employee concerned, it is agreed that additional training in accordance with the programme developed pursuant to subclause (2) hereof should be undertaken by an employee, that training may be undertaken either on or off the job and if the training may be undertaken during ordinary working hours, the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.
 - (b) Any costs associated with standard fees for prescribed courses and prescribed text books (excluding those text books which are available in the employer's technical library) incurred with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Provided always that reimbursement shall be on an annual basis, in arrears, subject to the presentation of reports of satisfactory progress.
 - (c) Travel costs incurred by an employee undertaking training in accordance with this clause, which exceed those normally incurred in travelling to and from work, shall be reimbursed by the employer.
- (5) Subclause (2), (3) and (4) hereof shall operate as interim provisions and shall be reviewed after nine months operation. In the meantime, the parties shall monitor the effectiveness of those interim provisions in encouraging the attainment of the objectives detailed in subclause (1) hereof. In this

connection, the Unions reserve the right to pursue 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 radio and television industry.

- (6) Any disputes arising in relation to subclauses (2) and (3) shall be subject to the provisions of Clause 32.
- Avoidance of Industrial Disputes, of this Award.

APPENDIX - RESOLUTION OF DISPUTES REQUIREMENTS

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

FIRST SCHEDULE - SCHEDULE OF RESPONDENTS

Hills Industries Limited

Canberra Television Services

Amalgamated Wireless (Australasia) Limited

Indoor Amusement Games WA Co.

Alberts T.V. & Hi-Fi Centre

Ian Diffen World of Sound

K. B. Electronics

Ord Electronics

Bunbury T.V. (Services) Pty Limited

Albany TV Service

SECOND SCHEDULE - MEMORANDUM OF UNDERSTANDING

Between the Australian Electrical, Electronics, Foundry
and Engineering Union (Western Australian Branch)
and
Employers in the Radio and Television Industry

- (1) In line with the decision of the Commission in Court Session in Application No. 1940 of 1989 the parties are committed to award restructuring which will provide for improvement in efficiency and productivity in the radio and television industry.
- (2) The parties agree that award restructuring will also provide the opportunity for employees to obtain better paid and more varying and fulfilling jobs. A main desire of the parties is to develop wage and classification structures which will promote the objectives sought in this point and Point (1).
- (3) To enhance the implementation of award restructuring in this State and to allow for the particular needs of the industry in Western Australia to be explored and addressed, the parties agree to establish a State working group to examine national proposals for award restructuring and to examine all other proposals considered appropriate by the parties to award restructuring for the radio and television industry in Western Australia including any new classification structure and appropriate definitions. The State working group will consult and liaise with any Federal Award working parties where appropriate.
- (4) The parties accept that training in the non-trade, trade and post-trade areas is broadening and changing and commit themselves to assist in developing agreed training modules and courses within the structures provided by the State Employment Skills Development Authority (S.E.S.D.A.) (when operative) and the appropriate training board or any other agreed accredited body/authority. In this context the parties note that this is a priority issue in the radio and television industry where it is agreed that training currently available falls well short of the needs of the industry.
- (5) The parties state that award restructuring should not be used as a vehicle for job shedding. On the contrary, through improved industry competitiveness, award restructuring should enhance job security.
- (6)
 - (a) The parties agree to discuss all structural efficiency measures and are committed to modernising the terms of the award so that it provides for more flexible working arrangements, improves the quality of working life, enhances skills and job satisfaction and assists positively in the restructuring process.
 - (b) It is the employers' position that issues may emerge in negotiations for modernising the Award that will require consideration, negotiation and/or arbitration.
 - (c) It is the Unions' position that specific structural efficiency measures will be negotiated between the relevant Unions and the employers and will be implemented only when final agreement is reached.
- (7) The parties agree that structural efficiency measures are not a repeat of the second tier exercise and note that proposals for change should not be approached in a negative cost cutting manner.
- (8) In the transition from the old classification structure to any new structure that may be developed and to avoid disputation on future reclassification the following principles and procedures should apply -
 - (a) Employees will transfer to any new classification structure without loss of pay in accordance with a schedule agreed between the parties which will "line-up" the old classifications with any new levels.
 - (b) In the event that there is a claim for reclassification by an existing employee to a higher level under any new structure on the ground that the employee possesses equivalent skill and knowledge gained through on the job experience or on any other ground the following principles apply -

- (i) the parties agree that the existing award disputes avoidance procedure shall be followed;
 - (ii) agreed competency standards, shall be established by the parties in conjunction with T.A.F.E. and S.E.S.D.A. (when operative) for all levels in any new classification structure before any claims for reclassification are processed;
 - (iii) an agreed authority such as T.A.F.E. and S.E.S.D.A. (when operative) shall test the validity of any employee's claim for reclassification.
- (c) Reclassification to any higher level shall be contingent upon such additional work being available and required to be performed by the employer.
- (9) Adult apprenticeships will be an integral part of any restructured award classification structure.
- (10) Consistent with the A.C.T.U.'s undertaking to the National Wage Case decision and in accordance with the State Wage Case decision employees shall perform a wider range of duties including work which is incidental or peripheral to their main trades or functions, subject to safety requirements and the individual's competency to perform the work. However, such incidental or peripheral work shall not have the effect of de-skilling either individual employees or classifications.
- (11) The parties recognise that for industry restructuring to be effective the process must be on-going, particularly in respect to training. However, it is acknowledged that prior to the second monetary amounts referred to in the September 1989 State Wage Case being available the parties will have demonstrated significant progress in award restructuring by agreed award changes being made.

THIRD SCHEDULE - NAMED PARTIES TO THE AWARD

Union party

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

DATED at Perth this 17th day of November, 1980

APPENDIX - S.49B - INSPECTION OF RECORDS REQUIREMENTS

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

VARIATION RECORD

RADIO AND TELEVISION EMPLOYEES AWARD

NO. R 3 OF 1980

Delivered 17/11/80 at 60 WAIG 2460

Section 93(6) Consolidation 07/10/88 at 68 WAIG 2596

Section 93(6) Consolidation 06/12/94 at 75 WAIG 305

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
1. Title				
	as per delivery			60 WAIG 2460
(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 1843
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2. Arrangement

(3)	1032A/81	10/03/82	62 WAIG 707
Sch	1032B/81Int	13/05/82	62 WAIG 1367
Del 2nd sch, 31. title, ins 32.	747/87	22/12/87	68 WAIG 510
Ins. 2A.	891/88	22/09/88	69 WAIG 371
Del. 2A.	1940/89	08/09/89	69 WAIG 2913
Ins. 2A., title 29A, ins 2nd sch.,	1750/89R	26/01/90	70 WAIG 1537
Ins. 33.	564/90(R2)	21/11/90	71 WAIG 160
2A	1894/90	28/10/91	71 WAIG 2993
Ins. 1A	1752/91	31/01/92	72 WAIG 191
Ins. 3rd Sch.	483(A)/93	24/05/93	73 WAIG 2106
1A. Title	1457/93	24/12/93	74 WAIG 198
1A. Title	985/94	30/12/94	75 WAIG 23
1A. Title	1164/95	21/03/96	76 WAIG 911
Ins. Appendix - Resolution...	693/96	16/07/96	76 WAIG 2768
Ins. Appendix - S.49B...	694/96	16/07/96	76 WAIG 2789
1A. Title	915/96	07/08/96	76 WAIG 3368
Del. 2A., 31. Title.	1579/96	06/03/97	77 WAIG 981
1A	940/97	14/11/97	77 WAIG 3177
1A. Title	757/98	12/06/98	78 WAIG 2579
Del. 1A	609/99	06/07/99	79 WAIG 1843

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

Ins. cl.	891/88	22/09/88	69 WAIG 371
Del.	1940/89	08/09/89	69 WAIG 2913

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

Ins. cl.	1750/89R	26/01/90	70 WAIG 1537
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(2A. State Wage Case Principles - June 1991)

Ins cl.	1894/90	28/10/91	71 WAIG 2993
Del.	1579/96	06/03/97	77 WAIG 981

3. Area and Scope

as per delivery			60 WAIG 2460
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4. Term

as per delivery			60 WAIG 2460
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5. Definitions

as per delivery			60 WAIG 2460
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6. Contract of Service

as per delivery			60 WAIG 2460
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7. Higher Duties

as per delivery 60 WAIG 2460

8. Hours

(8) 1032B/81Int 13/05/82 62 WAIG 1367
Sch A; Sch B ins
(1)(b)(v);
(c); (3)(e); ins (3)(g) 747/87 22/12/87 68 WAIG 510

9. Overtime

(9) 49/81 24/02/81 61 WAIG 391
(9) 1032A/81 10/03/82 62 WAIG 707
(11) 1032B/81Int 13/05/82 62 WAIG 1367
(9) 111/84 30/07/84 64 WAIG 1583
(9) 239/85 29/05/85 65 WAIG 873
(9) 990/85 19/12/85 66 WAIG 602
(9) 679/86 22/09/86 66 WAIG 1690
Sch A;
Sch B,ins(3)(i)(i) 747/87 22/12/87 68 WAIG 510
(3)(f) 891/88 22/09/88 69 WAIG 371
(3)(f) 1750/89R 26/01/90 70 WAIG 1537
(3)(f) 1665/90 04/12/90 71 WAIG 162
(3)(f) 1894/90 28/10/91 71 WAIG 2993
(3)(f) 1143/92 15/10/92 72 WAIG 2581
(3)(f) 1313/93 11/11/93 73 WAIG 3444
(3)(f) 275/95 22/08/95 75 WAIG 2596

(3)(f)	1579/96	06/03/97	77 WAIG 981
(3)(f)	1277/00	24/11/00	80 WAIG 5607
(3)(f)	1671/01	20/11/01	81 WAIG 3077
(3)(f)	1969/02	31/01/03	83 WAIG 278
(3)(f)	139/05	26/04/05	85 WAIG 1760
(3)(f)	786/05	19/09/05	85 WAIG 3537
(3)(f)	85/06	02/11/06	86 WAIG 3187
(3)(f)	90/07	26/09/07	87 WAIG 2832
(3)(f)	27/08	01/09/08	88 WAIG 1856
(3)(f)	64/09	11/12/09	90 WAIG 35
(3)(f)	2/11	01/07/11	91 WAIG 1008 & 1677
(3)(f)	2/12	01/07/12	92 WAIG 1431
(3)(f)	46/12	26/09/12	92 WAIG 1775
(3)(f)	71/13	03/02/14	94 WAIG 101
(3)(f)	45/14	09/12/14	94 WAIG 1896

10. Holidays and Annual Leave

(3)(c)(d); (5)(a)	414/81	20/07/81	61 WAIG 1260
Ins(5)c	1032B/81Int	13/05/82	62 WAIG 1367
(5)(b)	747/87	22/12/88	68 WAIG 510
(8); (10)(a)	564/90(R2)	21/11/90	71 WAIG 160

11. Sick Leave

(9)	1032B/81Int	13/05/82	62 WAIG 1367
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Cl.	747/87	22/12/87	68 WAIG 510
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12. Compassionate Leave

as per delivery			60 WAIG 2460
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13. Car Allowance

(3)	414/81	20/07/81	61 WAIG 1260
(3)	111/84	30/07/84	64 WAIG 1583
(3)	239/85	29/05/85	65 WAIG 873
(3)	990/85	19/12/85	66 WAIG 602
(3)	1462(A)/88	20/01/89	69 WAIG 831
(3)	1665/90	04/12/90	71 WAIG 162
(3)	1894/90	28/10/91	71 WAIG 2993
(3)	1143/92	15/10/92	72 WAIG 2581
(3)	1313/93	11/11/93	73 WAIG 3444
(3)	275/95	22/08/95	75 WAIG 2596
(3)	275/95Corr.	14/12/95	76 WAIG 241
(3)	1579/96	06/03/97	77 WAIG 981
(3)	1277/00	24/11/00	80 WAIG 5607
(3)	1671/01	20/11/01	81 WAIG 3077
(3)	139/05	26/04/05	85 WAIG1760
(3)	786/05	19/09/05	85 WAIG 3537
(3)	85/06	02/11/06	86 WAIG 3187
(3)	90/07	26/09/07	87 WAIG 2832

(3)	27/08	01/09/08	88 WAIG 1856
(3)	46/12	26/09/12	92 WAIG 1775
(3)	71/13	03/02/14	94 WAIG 101
(3)	45/14	09/12/14	94 WAIG 1896

14. Distant Work

(4)	49/81	24/02/81	61 WAIG 391
(5)	28/85	20/03/85	65 WAIG 692
(4)	679/86	22/09/86	66 WAIG 1690
(4)	891/88	22/09/88	69 WAIG 371
(4)	1462(A)/88	20/01/89	69 WAIG 831
(4)	1750/89R	26/01/90	70 WAIG 1537
(4)	1665/90	04/12/90	71 WAIG 162
(4)	1894/90	28/10/91	71 WAIG 2993
(4)	1143/92	15/10/92	72 WAIG 2581
(4)	1313/93	11/11/93	73 WAIG 3444
(4)	275/95	22/08/95	75 WAIG 2596
(4)	1579/96	06/03/97	77 WAIG 981
(4)	1277/00	24/11/00	80 WAIG 5607
(4)	1671/01	20/11/01	81 WAIG 3077
(4)	139/05	26/04/05	85 WAIG 1769
(4)	786/05	19/09/05	85 WAIG 3537
(4)	85/06	02/11/06	86 WAIG 3187
(4)	90/07	26/09/07	87 WAIG 2832

(4)	27/08	01/09/08	88 WAIG 1856
(4)	46/12	26/09/12	92 WAIG 1775
(4)	71/13	03/02/14	94 WAIG 101
(4)	45/14	09/12/14	94 WAIG 1896

15. Payment of Wages

(4)	1032B/81Int	13/05/82	62 WAIG 1367
Cl.	747/87	22/12/87	68 WAIG 510

16. Time and Wages Record

as per delivery			60 WAIG 2460
Ins text.	491/98	16/04/98	78 WAIG 1471

17. Posting of Award and Union Notices

as per delivery			60 WAIG 2460
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18. Board of Reference

as per delivery			60 WAIG 2460
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19. Special Provisions

as per delivery			60 WAIG 2460
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20. Apprentices

as per delivery			60 WAIG 2460
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21. Junior Employees

as per delivery 60 WAIG 2460

22. Under-rate Employees

as per delivery 60 WAIG 2460

23. Location Allowance

Cl.	452/81	18/08/81	61 WAIG 1661
Cl.	437/82Int	04/08/82	62 WAIG 2359
(1); (12); (13)	291/83Int	29/06/83	63 WAIG 1537
Cl.	291/83	05/12/83	64 WAIG 5
Cl.	477/84	01/07/84	64 WAIG 1235
Cl.	397/85	01/07/85	65 WAIG 1349
Cl.	409/86	01/07/86	66 WAIG 1149
Cl.	603/87	01/07/87	67 WAIG 1094
Cl.	1353/87	01/01/88	68 WAIG 996
Cl.	517/88	01/07/88	68 WAIG 1686
(1); (13)	834/89	01/07/89	69 WAIG 3217
Cl.	778/90	01/07/90	70 WAIG 2995
Cl.	1049/91	01/07/91	71 WAIG 2993
Cl.	851/92	01/07/92	72 WAIG 2498
Cl.	943/93	01/07/93	73 WAIG 1989
Cl.	714/94	01/07/94	74 WAIG 1869

Cl.	641/95	01/07/95	75 WAIG 2125
Cl.	911/96	01/07/96	76 WAIG 3365
Cl.	1400/97	01/07/97	77 WAIG 2547
Cl.	975/98	01/07/98	78 WAIG 2999
Cl.	690/99	01/07/99	79 WAIG 1843
Cl.	1050/00	01/08/00	80 WAIG 3153
Cl.	752/01	01/08/01	81 WAIG 1721
Cl.	686/02	01/07/02	82 WAIG 1185
Cl.	570/03	01/07/03	83 WAIG 1657
Cl.	696/04	01/07/04	84 WAIG 2145
Cl.	458/05	01/07/05	85 WAIG 1893
Cl.	59/06	01/07/06	86 WAIG 1471
Cl.	53/07	01/07/07	87 WAIG 2435
Cl.	9/08	01/07/08	88 WAIG 689
Cl.	24/09	01/07/09	89 WAIG 729
Cl.	24/09	01/07/09	89 WAIG 2483
Cl.	117/10	01/07/10	90 WAIG 561
Cl.	24/11	01/07/11	91 WAIG 995
Cl.	6/12	01/07/12	92 WAIG 725
Cl.	7/13	01/07/13	93 WAIG 461
Cl.	11/14	01/07/14	94 WAIG 669
Cl.	24/09	01/07/09	89 WAIG 729
Cl.	24/09	01/07/09	89 WAIG 2483
Cl.	117/10	01/07/10	90 WAIG 561
Cl.	24/11	01/07/11	91 WAIG 995
Cl.	6/12	01/07/12	92 WAIG 725
Cl.	7/13	01/07/13	93 WAIG 461
Cl.	11/14	01/07/14	94 WAIG 669

Corr. Order
Schedule B
(7)(a)(i)&(ii)

24. Long Service Leave

as per delivery

60 WAIG 2460

25. Representative Interviewing Employees

as per delivery			60 WAIG 2460
Ins. Text	2053(1)/97	22/11/97	77 WAIG 3138

26. Shift Work

(5)	1032B/81Int	13/05/82	62 WAIG 1367
Cl.	747/87	22/12/87	68 WAIG 510

27. Breakdown

as per delivery			60 WAIG 2460
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28. Part Time Employment

Cl.	747/87	22/12/87	68 WAIG 510
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29. Wages

(wage index)	19/81	15/01/81	61 WAIG 153
(wage index)	286/81Int	04/06/81	61 WAIG 847
(5)(a)	414/81	20/07/81	61 WAIG 1260
(wage index)	612/81	08/12/81	61 WAIG 1894
Cl.	1032A/81	10/03/82	62 WAIG 707
(wage index)	461/83Int	01/11/83	63 WAIG 2207
Correction	461/83Int	28/12/83	63 WAIG 2496
(wage index)	461/83	02/03/84	64 WAIG 407

(wage index)	104/84	13/04/84	64 WAIG 847
(5)	111/84	30/07/84	64 WAIG 1583
(wage index)	104/85	10/04/85	65 WAIG 657
(5)	239/85	29/05/85	65 WAIG 873
(5)	990/85	19/12/85	66 WAIG 602
(5)	679/86	22/09/86	66 WAIG 1690
(wage index)	821/85Int	27/11/85	66 WAIG 4
(wage index)	261/86	09/07/86	66 WAIG 1139
(wage increase)	1195/86	24/04/87	67 WAIG 435
Cl.	747/87	22/12/87	68 WAIG 510
(wage increase)	1406/87	24/03/88	68 WAIG 949
Preamble,(1); (2); (5)	891/88	22/09/88	69 WAIG 371
Cl.	1750/89R	26/01/90	70 WAIG 1537
(1),(2); (5)(a); (7)	564/90(R2)	21/11/90	71 WAIG 160
(1); (2); & (5)(a)	1894/90	28/10/91	71 WAIG 2993
(1)	208/94	03/05/94	74 WAIG 1293
(1)(a) & (b)	272/95	07/05/96	76 WAIG 2003
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
(1)(a)&(b)	1054/97	19/11/97	77 WAIG 3473
(2) & (5)	1411/98	17/09/98	78 WAIG 4360
(1)(a); Ins. Text (1)(b)	1416/98	17/09/98	78 WAIG 4360
(1)(b)	1979/98	05/05/99	79 WAIG 1426
(1)(a) rates, (1)(b) insert text	609/99	01/08/99	79 WAIG 1843
Cl.	654/00	01/08/00	80 WAIG 3379

(2) & (5)	1277/00	24/11/00	80 WAIG 5607
Cl.	752/01	01/08/01	81 WAIG 1721
(2) & (5)	1671/01	20/11/01	81 WAIG 3077
Cl.	797/02	01/08/02	82 WAIG 1369
(2) & (5)(a)	1969/02	31/01/03	83 WAIG 278
Cl.	569/03	5/06/03	83 WAIG 1899 & 2564
Cl.	570/04	4/06/04	84 WAIG 1521 & 2003
(2) & (5)	139/05	26/04/05	85 WAIG 1760
Cl.	576/05	07/07/05	85 WAIG 2083 & 2794
Cl.	957/05	07/07/06	86 WAIG 1631 & 2321
(2) & (5)	85/06	02/11/06	86 WAIG 3187
Cl.	1/07	01/07/07	87 WAIG 1487 & 2238
(2) & (5)	90/07	26/09/07	87 WAIG 2832
Cl.	115/07	01/07/08	88 WAIG 773 & 1448
(2) & (5)	27/08	01/09/08	88 WAIG 1856
Cl.	1/09	01/10/09	89 WAIG 735 & 1880
(2) & (5)	64/09	11/12/09	90 WAIG 35
Cl.	2/10	01/07/10	90 WAIG 568 & 1277
(2) & (5)	16/11	16/5/11	91 WAIG 936
Cl.	2/11	01/07/11	91 WAIG 1008 & 1677
Cl.	2/12	01/07/12	92 WAIG 1431
(2) & (5)	46/12	26/09/12	92 WAIG 1775
Cl.	1/13	01/07/13	93 WAIG 1098
(2) & (5)	71/13	03/02/14	94 WAIG 101

Cl.	1/14	01/07/14	94 WAIG 1314
(2) & (5)	45/14	09/12/14	94 WAIG 1896

29A. Minimum Wage – Adult Employees

Cl.	534/82	04/02/83	63 WAIG 379
(min wage increase)	461/83Int	01/11/83	63 WAIG 2207
(min wage increase)	461/83	02/03/84	64 WAIG 407
(min wage increase)	104/84	13/04/84	64 WAIG 847
(min wage increase)	104/85	10/04/85	65 WAIG 657
(min wage increase)	821/85Int	27/11/85	66 WAIG 4
(min wage increase)	261/86	09/07/86	66 WAIG 1139
(min wage increase)	1195/86	24/04/87	67 WAIG 435
(min wage increase)	1406/87	24/03/88	68 WAIG 949
(min wage increase)	730/88	09/09/88	68 WAIG 2412
(min wage increase)	1940/89	01/10/89	69 WAIG 2913
Cl.	1750/89R	26/01/90	70 WAIG 1537
Min. Wage \$268.80	1309 & 1310/91	24/09/91	71 WAIG 2748
Min. Wage \$275.50	415A/92	30/11/92	73 WAIG 4
min. wage prov	940/97	14/11/97	77 WAIG 3177
(Cl)	1979/98	05/05/99	79 WAIG 1426
(2),(3), (5) & (8) – rates & text	609/99	01/08/99	79 WAIG 1843
Cl.	654/00	01/08/00	80 WAIG 3379
Cl.	752/01	01/08/01	81 WAIG 1721
Cl.	797/02	01/08/02	82 WAIG 1369

Cl.	569/03	5/06/03	83 WAIG 1899 & 2564
(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 & 2784
Cl.	957/05	07/07/06	86 WAIG 1631 & 2321
Cl.	1/07	01/07/07	87 WAIG 1487 & 2238
Cl.	115/07	01/07/08	88 WAIG 773 & 1448
Cl.	1/09	01/10/09	89 WAIG 735 & 1880
Cl.	2/10	01/07/10	90 WAIG 568 & 1277
Cl.	2/11	01/07/11	91 WAIG 1008 & 1677
Cl.	2/12	01/07/12	92 WAIG 1431
Cl.	1/13	01/07/13	93 WAIG 1098
Cl.	1/14	01/07/14	94 WAIG 1314

30. Liberty to Apply

Cl.	747/87	22/12/87	68 WAIG 510
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(31. No Extra Claims)

Cl.	1032A/81	10/03/82	62 WAIG 707
Del.	747/87	22/12/87	68 WAIG 510

31. Junior Employees - Special Orders

Cl.	69/85	04/07/85	65 WAIG 1331
Del.	1333/87	16/12/87	68 WAIG 385

Cl.	747/87	22/12/87	68 WAIG 510
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32. Avoidance of Industrial Disputes

Cl.	747/87	22/12/87	68 WAIG 510
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33. Training

Ins cl.	564/90(R2)	21/11/90	71 WAIG 160
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Appendix - Resolution of Disputes Requirements

Ins. Appendix	693/96	16/07/96	76 WAIG 2768
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Cl	2053/97	22/11/97	77 WAIG 3079
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FIRST SCHEDULE - Schedule of Respondents

Title	1032B/81Int	13/05/82	62 WAIG 1367
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(SECOND SCHEDULE - 38 Hour Week Provisions)

Sched	1032B/81Int	13/05/82	62 WAIG 1367
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Cl 1	1032/81	10/03/82	62 WAIG 707
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Cl 6, (3)(f)	111/84	30/07/84	64 WAIG 1583
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Cl. 6, (3)(f)	239/85	29/05/85	65 WAIG 873
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Cl. 6, (3)(f)	990/85	19/02/85	66 WAIG 602
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Cl. 6, (3)(f)	679/86	22/09/86	66 WAIG 1690
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Del.	747/87	22/12/87	68 WAIG 510
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(Memorandum of Understanding)

Cl.	1750/89R	26/01/90	70 WAIG 1537
Retitle	483(A)/93	24/05/93	73 WAIG 2106

Second Schedule - Memorandum of Understanding

Third Schedule - Named Parties to the Award

Ins. Sch.	483(A)/93	24/05/93	73 WAIG 2106
Sch.	1579/96	06/03/97	77 WAIG 981

Appendix - S.49B - Inspection of Records Requirements

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