

AN160326 – Transport Workers' (Passenger Vehicles) Award No. R47 of 1978

This AIR consolidated award reproduces the former State award Transport Workers' (Passenger Vehicles) Award No. R47 of 1978 as at 27 March 2006.

About this Award:

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Transport Workers' (Passenger Vehicles) Award No. R47 of 1978

1. - TITLE

This Award shall be known as the "Transport Workers' (Passenger Vehicles)" Award No. R47 of 1978 and replaces Award No. 19 of 1956 as amended.

1B. - MINIMUM ADULT AWARD WAGE

- (1) No adult employee 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 adult employees is \$484.40 per week payable on and from 7th July 2005.
- (3) The Minimum Adult Award Wage of \$484.40 per week is deemed to include all arbitrated safety net adjustments from State Wage Case decisions.
- (4) Unless otherwise provided in this clause adults employed as casuals, part time employees or pieceworkers 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) Juniors 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 of \$484.40 per week.
- (6)
 - (a) 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.
 - (b) Liberty to apply is reserved in relation to any special categories of employees not included here or otherwise in relation to the application of the Minimum Adult Award Wage.
- (7) 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.
- (8) Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for adult employees payable under the 2005 State Wage Case Decision. Any increase arising from the insertion of the minimum adult award 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 adult award wage.

(9) Adult Apprentices

- (a) Notwithstanding the provisions of this clause, an apprentice, 21 years of age or over, shall not be paid less than \$406.70 per week.
- (b) The rate paid in paragraph (a) above 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 this award for an adult apprentice in force immediately prior to 5th June 2003.

2. - ARRANGEMENT

- 1. Title
- 1B. Minimum Adult Award Wage
- 2. Arrangement
- 2A. Commitment
- 3. Scope
- 4. Area
- 5. Term
- 6. Hours
- 7. Implementation of 38 Hour Week
- 8. Procedures for In-Plant Discussions
- 9. Hours Transition Provision
- 10. Wages
- 10A. Supplementary Payments and Safety Net Adjustments
- 11. Payment of Wages
- 12. Duty Roster
- 13. Private Hire
- 14. Contract of Service
- 15. Sick Leave
- 16. Annual Leave
- 17. Public Holidays
- 18. Bereavement Leave
- 19. Long Service Leave
- 20. Maternity Leave
- 21. Change Money
- 22. Union Delegates and Notice Boards
- 23. Time and Wages Record
- 24. Location Allowances
- 25. Uniforms
- 26. Dispute Settlement Procedures
- 27. Liberty to Apply
- 28. Award Modernisation
- 29. Training Leave
- 30. Supported Wage System

Appendix - Resolution of Disputes Requirements
Appendix - S.49B - Inspection Of Records Requirements
Party to the Award

2A. - COMMITMENT

- (1) The parties will negotiate to ensure that as part of the transport industry, operators of passenger vehicles operate as flexibly as possible in order to meet customer demand.
- (2) Workers within each grade are to perform a wider range of duties including work which is incidental or peripheral to their main tasks or functions.
- (3) Subject to agreement at enterprise level, workers are to undertake training for the wider range of duties and for access to higher classifications.
- (4) The parties will not create barriers to advancement of workers within the award structure or through access to training.

3. - SCOPE

This Award shall apply to all bus drivers (including Service, Tour, Charter and School Bus drivers) employed in the classifications described in Clause 10. - Wages of this Award, except those workers employed by the Western Australian Government Railways, the Eastern Goldfields Transport Board, and the Metropolitan (Perth) Passenger Transport Trust.

4. - AREA

This Award shall operate over the whole of the State of Western Australia.

5. - TERM

This term of this Award shall be for a period of twelve months from the beginning of the first pay period commencing on or after the 18th day of April, 1980.

6. - HOURS

- (1) Subject to the provisions of this subclause and Clauses 7. - Implementation of 38 Hour Week, 8. - Procedures for In-Plant Discussions and 9. - Hours Transition Provision, of this award the ordinary hours of work shall be an average of 38 per week to be worked on one of the following basis.
 - (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.
- (2) (a) The ordinary hours of work may be worked on any or all days of the week, Monday to Sunday inclusive.

(b) 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.

- (3) All work performed in excess of the ordinary hours on any day, Monday to Friday, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.

- (4) All ordinary hours on a Saturday shall be paid for at the rate of time and one half with a minimum rostered shift of four hours. All time in excess of ordinary hours on Saturday shall be paid for at the rate of time and a half for the first two hours and double time thereafter, provided that all time in excess of rostered ordinary hours after 12 noon Saturday shall be paid for at the rate of double time.
- (5) All time worked on a Sunday shall be paid for at the rate of double time.
- (6) All time worked on any of the public holidays prescribed in Clause 17. - Public Holidays of this award shall be paid for at the rate of double time and a half.
- (7) All time worked outside the usual roster shall be paid for at overtime rates.
- (8) (a) A worker who accepts a recall to work on his rostered day or days off shall be offered all work that would have been available on that day to the worker whom he is relieving.

(b) All time worked on a rostered day or days off shall be paid for at the rate of time and one half for the first two hours and double time thereafter with a minimum payment as for three hours.
- (9) Any ordinary hours worked prior to 6.30 a.m. or after 5.30 p.m. shall receive a loading of fifteen per cent in addition to the ordinary rate as prescribed.
- (10) Where any of the foregoing overtime and penalty rates overlap, the highest of such rates shall be paid. Payment shall not be made twice for the same period of overtime or penalty.
- (11) (a) The employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirements.

(b) No union or worker or workers bound by this Award shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

7. - IMPLEMENTATION OF 38 HOUR WEEK

- (1) Except as provided in subclause (4) of this clause, the method of implementation of the 38 hour week may be any one of the following:
 - (a) by employees working less than 8 ordinary hours each day; or
 - (b) by employees working less than 8 ordinary hours on one or more days each week; or
 - (c) by fixing one day of ordinary working hours on which all employees will be off duty during a particular work cycle; or
 - (d) 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.
 - (e) Any day off duty shall be arranged so that it does not coincide with a holiday prescribed in subclause (1) of Clause 17. - Public Holidays of this Award.
- (2) 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 October 1, 1986.

- (3) In the absence of an agreement at plant level, the procedure for resolving special anomalous or extra-ordinary problems shall be applied in accordance with Clause 26. - Dispute Settlement Procedures, of this award. The procedure shall be applied without delay.
- (4) Different methods of implementation of a 38 hour week may apply to various groups or sections of employees in the plant or establishment concerned.
- (5) Notice of Days Off Duty

Except as provided in subclause (6) of this Clause, in cases where, by virtue of the arrangement of his ordinary working hours, an employee, in accordance with paragraphs (c) and (d) of subclause (1) of this clause, is entitled to a day off duty during his work cycle, such employee shall be advised by the employer at least four weeks in advance of the day he is to take off duty.

- (6) (a) An employer, with the agreement of the majority of employees concerned, may substitute the day a employee is to take off in accordance with paragraphs (c) and (d) of subclause (1) of this clause, 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.
- (b) An employer and employee may by agreement substitute the day the employee is to take off for another day.
- (c) An employer and employee may, by agreement, allow rostered days off work to accumulate, and such accumulated days shall be taken at a mutually convenient time.

8. - PROCEDURES FOR IN-PLANT DISCUSSIONS

- (1) 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 Clauses 6. - Hours and 7. - Implementation of 38 Hour Week of this Award and shall entail an objective review of current practices to establish where improvements can be made and implemented.
- (2) The procedures should allow for in-plant discussions to continue even though all matters may not be resolved by October 1, 1986.
- (3) 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.
- (4) The procedures should allow for the monitoring of agreements and understandings reached in-plant.
- (5) 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 provided in Clause 26. - Dispute Settlement Procedures of this Award.

9. - HOURS TRANSITION PROVISION

- (1) The concept of a 38 hour week shall operate from July 1, 1986, however in recognition of the difficulties associated with its introduction the employer may implement the 38 hour week after that date provided that such implementation shall occur no later than October 1, 1986.
- (2) Where the employer implements the 38 hour week at a date later than July 1, 1986 an employee shall become entitled to a payment at the date of implementation which shall accrue at the rate of two ordinary hours' pay for each week of 40 ordinary hours that is worked after July 1, 1986. Provided that in any such week where less than 40 ordinary hours are worked then the rate of two ordinary hours' pay shall be reduced proportionately except where an employee is absent from duty in a circumstance that entitles him to payment for the absence pursuant to other provisions of this Award.

10. - WAGES

- (1) Bus Driver (including Service, Tour, Charter and School Bus Drivers) driving a passenger vehicle having seating capacity for -

The total minimum weekly wage payable to an employee shall be the amount specified in the "Total Wage" column in this clause for the appropriate grade or sub-grade and is payable for all purposes of the award.

	Base Rate \$	Supplementary Payment \$	Safety Net Adjustment \$	Total Wage \$
(a) Under 25 adult persons	329.75	47.05	159.00	535.80
(b) 25 adult persons or more	340.50	48.70	159.00	548.20

- (2) A leading hand shall be paid a rate exceeding the highest rate of the workers he/she supervises by an amount of \$23.84 per week.

10A. - SUPPLEMENTARY PAYMENTS AND SAFETY NET ADJUSTMENTS

- (1) 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) Supplementary payments set out in Clause 10. - Wages represents payment in lieu of equivalent overaward payments.

"Overaward Payment" is defined as the amount (whether it be termed "overaward payment", "attendance bonus", "service increment" or any term whatsoever) which an employee would receive in excess of the "award wage" which applied prior to the decision of the Western Australian Industrial Relations Commission dated 24 December, 1993 (Application No. 1457 of 1993) for the classification in which such employee is engaged. Provided that such payment shall exclude overtime, shift allowances, penalty rates, disability allowances, fares and travelling time

allowances and any other ancillary payments of a like nature prescribed by the award.

11. - PAYMENT OF WAGES

- (1) Wages shall be paid in the employee's time on a particular day to be determined by the employer. The day having been so determined shall not be altered more than once in three months. All wages shall be paid enclosed in an envelope, which shall be clearly endorsed on the outside with the particulars enumerated hereunder:

- (i) Name
- (ii) Hourly Rate
- (iii) Overtime
- (iv) Allowance
- (v) Penalties
- (vi) Gross Wage
- (vii) Deductions
- (viii) Nett Wage

Provided that at the option of the employer, the particulars mentioned may be stated on a slip of paper and included in the envelope.

- (2) Each employee shall be paid the appropriate rate shown in Clause 10. - Wages of this Award. Subject to subclause (3) of this clause payment shall be pro rata where less than the full week is worked.
- (3) 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 paragraph (a) or (b) of subclause (1) of Clause 7. - Implementation of 38 Hour Week of this Award so that he works 38 ordinary hours each week, wages shall be paid weekly (in the case of School Bus drivers) according to the actual ordinary hours worked each week.

- (b) Average of 38 ordinary hours

Subject to subclauses (3) and (4) of this clause, in the case of an employee whose ordinary hours of work are arranged in accordance with paragraph (c) or (d) of subclause (1) of Clause 7. - Implementation of 38 Hour Week of this award so that he works an average of 38 ordinary hours each week during a particular work cycle, wages shall be paid weekly (in the case of Service Tour and Charter Bus drivers) or fortnightly (in the case of School Bus drivers) according to a weekly average or 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 his wages of 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 7. - Implementation of the 38 Hour Week of this award in paragraphs (c) and (d) of subclause (1) provides that in implementing a 38-hour week the ordinary hours of an employee may be arranged so

that he 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 he worked 40 ordinary hours each week and in the fourth week he worked 32 ordinary hours. That is, he 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 10. - 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 he 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 he works on only four days, his actual pay would be for an average of 38 ordinary hours even though, that week, he works a total of 32 ordinary hours.

Consequently, for each day an employee works 8 ordinary hours he 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 he 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.

(4) Absences from Duty

- (a) an employee whose ordinary hours are arranged in accordance with paragraph (c) or (d) of subclause (1) of Clause 7. - Implementation of 38 Hour Week of this award and who is paid wages in accordance with paragraph (a) of subclause (2) of this clause 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 he is so absent, lose average pay for that day calculated by dividing his 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 he is absent by dividing his average daily pay rate by 8.

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

The amount by which an employee's average weekly pay will be reduced when he 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 he 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.

Week of Cycle	Payment
1st week	= average weekly pay less one day's pay (i.e. 1/5th)
2nd & 3rd weeks	= average weekly pay each week
4th week	= average pay less credit not accrued on day of absence = average pay less $\frac{0.4 \text{ hours} \times \text{average weekly pay}}{38}$

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

Week of Cycle	Payment
1st, 2nd & 3rd weeks	= average pay each week
4th week	= average pay less 4/5th of average pay for the four days absent less total of credits not accrued that week = 1/5th average pay less $\frac{4 \times 0.4 \text{ hours} \times \text{average weekly pay}}{38}$ = 1/5th average pay less $\frac{1.6 \text{ hours} \times \text{average weekly pay}}{38}$

(5) Alternative Method of Payment

An alternative method of paying wages to that prescribed by subclauses (3) and (4) of this clause may be agreed between the employer and the majority of the workers concerned.

(6) Day Off Coinciding with Pay Day

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

(7) Payment by Cheque or Deposit into Account

Where the employer and the employees agree, wages may be paid by cheque or by direct transfer of wages into an account nominated by the employee.

(8) Termination of Employment

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

Provided that in the case of an employee whose ordinary hours are arranged in accordance with paragraph (c) or (d) of subclause (1) of Clause 7. - Implementation of 38 Hour Week of this award and who is paid average pay and who has not taken the day off due to him during the work cycle in which his 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 his 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.

(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.

12. - DUTY ROSTER

(1) No worker shall be called upon for duty until he has had at least ten hours off duty between work on successive days, except in the case of an emergency that the employer could not reasonably have foreseen, but in no case shall such period be less than eight hours.

(2) If, on the instructions of the employer, a worker has not had the required ten hour break prescribed in subclause (1) of this clause he shall be paid at overtime rates until he has had the required break.

(3) Rostered shifts shall rotate weekly unless otherwise agreed between the employer and the union in writing or as determined by a Board of Reference.

(4) The Duty Roster shall be posted at least one week in advance and only changed for reasons of sickness or absence of another worker or on account of any contingency that the employer could not reasonably foresee.

(5) (a) Weekly Employees.

When an employee is required by the roster or is directed by his employer to attend for work at a specified time and the employee does so attend as required or directed, he shall be paid for the time worked but such payment shall not be less in any case than four hours.

(b) Part-Time or Casual Employees - Service, Tour and Charter Buses.

The minimum payment for any day upon which work is performed as required or directed by an employer shall be four hours at the appropriate rate of wage prescribed by this Award.

- (c) Part-Time or Casual Employees - School Buses.

The minimum payment for these employees shall be one and one half hours at the appropriate rate of wage prescribed by this award for all work performed in each of the periods between 6.00 a.m. and noon and noon and 6.00 p.m. on any day.

Provided that for the purposes of this paragraph work performed by an employee on a run or trip which commences before noon and does not conclude until after noon shall be deemed to have been performed between 6.00 a.m. and noon.

- (d) The provision of this subclause shall not apply when the employer has given to the employee at least two hours before the time specified for attendance for work, notice that the employee is not required to attend for work.

13. - PRIVATE HIRE

- (1) A worker, engaged upon work from which he will be unable to return to his home at night, shall be supplied by his employer with reasonable food and accommodation or he shall be paid by his employer, before leaving the depot, such expenses as he is reasonably likely to incur.

14. - CONTRACT OF SERVICE

- (1) (a) Notice of termination by employer

- (i) In order to terminate the employment of an employee (other than a casual employee) the employer shall give to the employee the following notice:

Period of continuous service	Period of notice
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- (ii) In addition to the notice provided in subclause (i), employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- (iii) Payment in lieu of the notice prescribed in subclauses (i) and if applicable (ii) shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and providing part payment in lieu thereof.
- (iv) In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her employment not been terminated shall be used.

(v) Summary Dismissal

The employer has the right to dismiss any employee without notice for serious misconduct and in such cases any entitlements under this award are to be paid up to the time of dismissal only. The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, (in which case the wages shall be paid up to the time of dismissal only), or in the case of casual employees, probationary employees, trainees or employees engaged for a specific period of time or for a specific task or tasks.

(b) Notice of termination by employee

(i) The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned. Provided that the employer and employee may agree to a lesser notice period to suit individual circumstances.

(ii) If an employee fails to give notice the employer shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

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

(3) The employer shall be entitled to deduct payment for any day or portion of a day upon which the worker cannot be usefully employed because of a strike by the union or unions affiliated with it or by any other association or union, or through the breakdown of the employer's machinery which the employer could not reasonably prevent.

(4) "Part Time Worker" shall mean a worker regularly employed to work a lesser number of hours per week than thirty-eight. A Part Time Worker shall receive pro rata entitlement to annual leave, sick leave and public holidays in the same proportion as the number of hours worked per week bears to thirty-eight hours.

(5) "Casual Worker" shall mean a worker engaged and paid as such. A Casual Worker shall receive a loading of twenty per cent in addition to the ordinary rate.

(6) Casual hands shall be notified at the end of the day if their services are not required next day. Failing such notice a full day's wages shall be paid.

(7) (a) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award, provided that such duties are not designed to promote deskilling.

(b) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been trained in the use of such tools and equipment.

(c) Any direction issued by an employer pursuant to paragraphs (a) and (b) shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

15. - SICK LEAVE

(1) (a) An employee who is unable to attend or remain at his 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 paragraph (a) or (b) of subclause (1) of Clause 7. - Implementation of 38 Hour Week of this Award so that he 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 paragraph (c) or (d) of subclause (1) of Clause 7. - Implementation of 38 Hour Week of this award so that he works an average of 38 ordinary hours each week during a particular work cycle shall be entitled to pay during such absence calculated as follows:-

$$\frac{\text{duration of absence}}{\text{ordinary hours normally worked that day}} \times \frac{\text{appropriate weekly rate}}{5}$$

A worker shall not be entitled to claim payment for personal ill health or injury nor will his sick leave entitlement be reduced if such ill health or injury occurs on the week day he is to take off duty in accordance with paragraph (c) or (d) of subclause (1) of Clause 7. - Implementation of 38 Hour Week of this award.

(c) Entitlement to payment shall accrue on a pro rata weekly basis.

(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 his employees so agrees.

(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 his 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 worker 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 a worker 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 worker shall as soon as reasonably practicable, advise the employer of his inability to attend for work, the nature of his illness or injury and the estimated duration of the absence. Provided that such advice, other than in extraordinary circumstances, shall be given to the employer prior to the commencement of rostered hours of work for that day.

(4) The provisions of this clause do not apply to a worker 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 worker 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 a worker who suffers personal ill health or injury during the time when he is absent on annual leave and a worker 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 worker was confined to his place of residence or a hospital as a result of his personal ill health or injury for a period of seven consecutive days or more and he produces a certificate from a registered medical practitioner that he was so confined. Provided that the provisions of this paragraph do not relieve the worker of the obligation to advise the employer in accordance with subclause (3) of this clause if he is unable to attend for work on the working day next following his annual leave.
 - (c) Replacement of paid annual leave by paid sick leave shall not exceed the period of paid sick leave to which the worker was entitled at the time he 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 worker or, failing agreement, shall be added to the worker's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions of Clause 16. - Annual Leave of this Award.
 - (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 16. - Annual Leave of this award 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 worker'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 worker at the date of transmission from service with the transmittor shall stand to the credit of the worker at the commencement of service with the transmittor and may be claimed in accordance with the provisions of this clause.
 - (7) The provisions of this clause with respect to payment do not apply to workers who are entitled to payment under the Workers' Compensation Act nor to workers whose injury or illness is the result of the worker's own misconduct.
 - (8) The provisions of this clause do not apply to casual workers.

16. - ANNUAL LEAVE

- (1) Except as hereinafter provided a period of four consecutive weeks leave with payment or ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve months' continuous service with that employer.
- (2) (a) During a period of annual leave a worker shall be paid a loading of 17½% calculated on his ordinary wage as prescribed.
(b) The loading prescribed by this subclause shall not apply to proportionate leave on termination.
- (3) If any award holiday falls within a worker's period of annual leave and is observed on a day which in the case of that worker would have been an ordinary working day, there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid.
- (4) Any time in respect of which a worker is absent from work, except time for which 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.
- (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 in lieu of that leave or, in a case to which subclause (7) 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, a worker lawfully leaves his employment or his employment is terminated by the employer through no fault of the worker the worker shall:
 - (i) if such termination occurs before October 1, 1986 be paid 3.08 hours' pay at the rate of wage prescribed by subclause (1) of this clause, divided by forty, in respect of each completed week of continuous service; or
 - (ii) if termination occurs on or after October 1, 1986 be paid 2.923 hours' pay at the rate of wage prescribed by subclause (1) of this clause, divided by thirty-eight, in respect of each completed week of continuous service.
- (6) In the event of a worker being employed by an employer for portion only of a year, he shall only be entitled, subject to subclause (5) of this clause, to such leave on full pay as it 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 workers he shall not be entitled to work or pay whilst the other workers of such employer are on leave on full pay.
- (7) In special circumstances and by mutual consent of the employer, the worker and the union, annual leave may be taken in not more than two periods.
- (8) The provisions of this clause shall not apply to casual workers.

- (9) Annual leave shall be taken at a time convenient to both the employer and employee.
- (10) Short-term Annual Leave

An employee may request and, with the consent of the employer, take short-term Annual Leave not exceeding four days in any calendar year, at a time or times separate from any of the periods determined in accordance with subclause (7) of this clause.

17. - PUBLIC HOLIDAYS

- (1) (a) The following days, or the days observed in lieu shall, subject to this clause, 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) When any of the days mentioned in paragraph (a) of this subclause 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) Subject to subclause (4) of this clause all time worked on a holiday prescribed in subclause (1) of this clause shall be paid for at the rate of double time and a half.
- (3) Where a worker is required for duty on a holiday he shall be paid for a minimum of four hours at the rate appropriate to the day.
- (4) By agreement in writing between any worker and his employer, work may be performed on any of the foregoing holidays at the rate of time and a half in which case an additional paid day shall be added to the annual leave for each day so worked.

18. - BEREAVEMENT LEAVE

- (1) A worker, other than a casual worker, 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 relations and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the worker in two ordinary working days. Proof of such death shall be furnished by the worker to the satisfaction of his employer.
- (2) Payment in respect of compassionate leave is to be made only where the worker otherwise would have been on duty and shall not be granted in any case where the worker concerned would have been off duty in accordance with any shift roster, or on long service leave, annual leave, sick leave, workers' compensation, leave without pay or a public holiday.

19. - LONG SERVICE LEAVE

The Long Service Leave Provisions published in volume 66 of the Western Australian Industrial Gazette at pages 1-4, both inclusive, are hereby incorporated in and shall be deemed to be part of this Award.

20. - PARENTAL LEAVE

- (1) (a) The provisions of this clause apply to full-time and regular part-time employees, but do not apply to casual employees.
- (b) Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.
- (2) Definitions
 - (a) For the purpose of this clause child means a child of the employee under the age of one year except for adoption of a child where 'child' means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
 - (b) Subject to 20(2)(c), in this clause spouse includes a de facto or former spouse.
 - (c) In relation to 20(7), spouse includes a de facto spouse but does not include a former spouse.
- (3) Basic entitlement
 - (a) After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.
 - (b) Subject to 20(5) parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take.
 - (i) For maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;
 - (ii) For adoption leave, an unbroken period of up to three weeks at the time of placement of the child.
- (4) Maternity leave
 - (a) An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
 - (i) Of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) – at least ten weeks;
 - (ii) Of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.
 - (b) When the employee gives notice under 20(4)(a)(i) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

- (c) An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- (d) Subject to 20(3)(a) and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- (e) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

(5) Special maternity leave

- (a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
 - (i) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
 - (ii) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.
- (b) Where leave is granted under 20(4)(d) during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that the time does not exceed four weeks from the re-commencement date desired by the employee.

(6) Paternity leave

- (a) An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave:
- (b) That a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
 - (i) Written notification of the dates on which he proposes to start and finish the period of paternity leave; and
 - (ii) A statutory declaration stating:
 - (iii) He will take that period of paternity leave to become the primary care-giver of a child;
 - (iv) Particulars of any period of maternity leave sought or taken by his spouse; and
 - (v) That for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

- (c) The employee will not be in breach of 20(6)(a) if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

(7) Adoption leave

- (a) The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- (b) Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
 - (i) The employee is seeking adoption leave to become the primary caregiver of the child;
 - (ii) Particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - (iii) That for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- (c) An employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- (d) Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- (e) An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- (f) An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

(8) Variation of period of parental leave

Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.

(9) Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks.

(10) Transfer to a safe job

- (a) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- (b) If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

(11) Returning to work after a period of parental leave

- (a) An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- (b) An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 10, the employee will be entitled to return to the position they held immediately before such transfer.
- (c) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

21. - CHANGE MONEY

Where an employer requires a worker to give change to clients, such change shall be supplied by the employer.

22. - UNION DELEGATES AND NOTICE BOARDS

- (1) Union delegates shall be recognised by the employer and shall be allowed reasonable time off duty in working hours to attend union business if there is any complaint.
- (2) The employer shall erect a notice board at his major depot for the purpose of posting of union notices. All such notices are to be signed by an authorised official of the union or the shop steward.

23. - TIME AND WAGES RECORD

- (1) Each employer shall provide a time and wages record to be kept in a place where it is easily accessible to both the employer and the worker. Such record shall show the name of the worker, the time he starts and finishes work each day, the number of hours worked by, and the wages and overtime paid to each worker and his signature for same. The employer and the worker shall be severally responsible for the proper posting of such record daily.

Provided that an employer may at his option in lieu of a time record provide a mechanical clock for the purpose of recording any of the aforementioned information.

- (2) The Secretary of the Union or any other person authorised in writing by him, shall be at liberty to inspect such record at least once a week at the place where such record is kept or at some other convenient place. Before exercising a power of

inspection the representative shall give reasonable notice of not less than 24 hours to the employer.

- (3) Notwithstanding the foregoing, north of the 27th parallel, or where a worker is engaged on driving over distances in excess of three hundred and twenty kilometres in a complete journey, such record shall be posted weekly or to suit the convenience of the employer's business, at the completion of each trip and the employer and the worker shall be severally responsible for the proper posting of such record.

24. - 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.

TOWN	PER WEEK
Agnew	\$17.30
Argyle	\$45.60
Balladonia	\$17.40
Barrow Island	\$29.70
Boulder	\$7.20
Broome	\$27.70
Bullfinch	\$8.20
Carnarvon	\$14.20
Cockatoo Island	\$30.40
Coolgardie	\$7.20
Cue	\$17.70
Dampier	\$24.00
Denham	\$14.20
Derby	\$28.80
Esperance	\$5.20
Eucla	\$19.40
Exmouth	\$25.00
Fitzroy Crossing	\$34.80
Goldsworthy	\$15.40
Halls Creek	\$39.90
Kalbarri	\$6.00
Kalgoorlie	\$7.20
Kambalda	\$7.20
Karratha	\$28.60
Koolan Island	\$30.40
Koolyanobbing	\$8.20
Kununurra	\$45.60
Laverton	\$17.60
Learmonth	\$25.00
Leinster	\$17.30
Leonora	\$17.60
Madura	\$18.40
Marble Bar	\$43.80
Meekatharra	\$15.20
Mount Magnet	\$19.00
Mundrabilla	\$18.90
Newman	\$16.60
Norseman	\$14.90
Nullagine	\$43.70
Onslow	\$29.70

TOWN	PER WEEK
Pannawonica	\$22.40
Paraburdoo	\$22.30
Port Hedland	\$23.90
Ravensthorpe	\$9.20
Roebourne	\$32.90
Sandstone	\$17.30
Shark Bay	\$14.20
Shay Gap	\$15.40
Southern Cross	\$8.20
Telfer	\$40.50
Teutonic Bore	\$17.30
Tom Price	\$22.30
Whim Creek	\$28.40
Wickham	\$27.60
Wiluna	\$17.60
Wittenoom	\$38.70
Wyndham	\$42.90

- (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.

25. - UNIFORMS

Where the employer requires the worker to wear a uniform such uniform shall be provided by the employer without cost to the worker.

26. - DISPUTE SETTLEMENT PROCEDURES

- (1) Any grievance, complaint, claim or dispute, or any matter which is likely to result in a dispute, between any party to this Award, shall be subject to discussion procedures which ensures that the parties are promptly and fully informed of the issues involved, and any differences arising therefrom shall be discussed with a view to avoid industrial action.
- (2) The employer shall advise the accredited representatives of the union of any proposed changes in the normal pattern of working arrangements affecting members and if the matter is not resolved the general machinery provisions of this clause shall apply.
- (3) Where an employee or the job steward has submitted a request concerning any matter directly connected with employment to a foreman, or a more senior representative of management, and that request has been refused, the employee may, if he so desires, ask the job steward to submit the matter to management and the matter may then be submitted by the job steward to the depot or area supervisor.
- (4) If not settled at this stage the matter shall be the subject of formal discussions between the union and the employer.
- (5) Should the issue remain in dispute either party may refer the matter to the Western Australian Industrial Relations Commission for arbitration.
- (6) The settlement procedures provided by this clause shall be applied to all manner of dispute referred to in subclause (1) of this clause, and no party, or individual, or group or individuals, shall commence any other action, of whatever kind, which

may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party, or individual, in dispute to refer the matter for resolution by the Western Australian Industrial Relations Commission.

27. - LIBERTY TO APPLY

Liberty to apply is reserved to either party in respect of Clause 16. - Annual Leave and Clause 23. - Time and Wages Record.

28. - AWARD MODERNISATION

- (1) The parties are committed to modernising the terms of the award so that it provides for more flexible working arrangements, improves the quality of working life, enhances skills and job satisfaction and assists positively in the restructuring process.
- (2) The union will discuss all matters raised by the employers for increased flexibility. As such any discussion with the union must be premised on the understanding that -
 - (a) The majority of workers at each enterprise must genuinely agree.
 - (b) No workers will lose income as a result of the change.
 - (c) The union must be party to the agreement, and in particular, where enterprise level discussions are considering matters requiring any award variation, the union must be invited to participate.
 - (d) The union will not unreasonably oppose any agreement.
 - (e) Agreements will be ratified by the Western Australian Industrial Relations Commission.
 - (f) The disputes procedure will apply if agreement cannot be reached in the implementation process on a particular issue.
- (3) Should an agreement be reached pursuant to subclause (2) of this clause at a particular enterprise and that agreement requires award variation the parties will not oppose that award variation for that particular provision for that particular enterprise.
- (4) The parties agree that under this heading any award matter can be raised for discussion.
- (5) The parties agree that working parties will meet and continue to meet with the aim of modernising the award.

29. - TRAINING LEAVE

- (1) Following proper consultation, which may involve the setting up of training committees, the employer shall develop a training policy and 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 Transport Industry, through courses conducted by accredited educational institutions and providers.
- (2) Where it is agreed by the employer that additional training should be undertaken by an employee, training may be undertaken either on or off the job. All time involved with training shall be paid at ordinary rates of pay. An employer shall not unreasonably withhold such paid training leave.

30. - SUPPORTED WAGE SYSTEM

- (1) This clause sets out the provisions to apply to employees who because of the effects of a disability are eligible to be employed under the Supported Wage System in accordance with this clause.

- (2) Definitions

In the context of this clause, the following definitions shall apply:

- (a) "Supported Wage System" means the Commonwealth Government system to promote employment for people who can not work at full award wages because of a disability, as documented in 'Supported Wage System: Guidelines and Assessment Process'.
- (b) "Accredited Assessor" means a person accredited by the Management Unit established by the Commonwealth under the Supported Wage System to perform assessment of an individual's productive capacity within the Supported Wage System.
- (c) "Disability Support Pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.
- (d) "Assessment Instrument" means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

- (3) Eligibility Criteria

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

(ii) Provided that this exclusion shall not prevent services funded under Sections 10 or 12A of the Act referred to in sub-paragraph (i) hereof, engaging persons who meet the eligibility criteria under the Supported

Wages System, on work covered by this award, where both parties wish to access the system provided all other criteria are met.

(4) Supported Wage Rates

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

Assessed Capacity	% of Prescribed Award Rate
10%	10%
20%	20%
30%	30%
40%	40%
50 %	50%
60%	60%
70%	70%
80%	80%
90%	90%

- (ii) Provided that the amount payable shall be not less than the 'ordinary income free area' as defined in the Social Security Act 1991 (which at 1 July 1994 was \$45 per week).

- (b) Where an employee's assessed capacity rate is ten percent, they shall receive a high degree of assistance and support.

- (a) For the purpose of establishing the percentage of the award rate to be paid to an employee under this award, the productivity capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

(5) Assessment of Capacity

- (i) The employer and the union, in consultation with the employee, or, if desired, by any of these; or

- (ii) The employer and an accredited assessor from a panel agreed to by the parties to the award and the employee.

(6) Lodgment of Assessment Instrument

- (a) All assessment instruments under the condition of this clause including the appropriate percentage of the award rate to be paid to the employee, shall be lodged by the employer with the Registrar of the Western Australian Industrial Relations Commission.

- (b) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where the union party to this award is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within 10 working days.

(7) Review of Assessment

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

(8) Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage shall apply to the minimum wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other employees covered by this award, but be paid at the rate of wage as determined in accordance with this clause.

(9) Workplace Adjustment

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

(10) Trial Period

- (a) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provision of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time, not exceeding four weeks, may be utilised where required.
- (b) During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- (c) The minimum amount payable to the employee during the trial period shall be not less than the figure defined in subclause (4) (a) (ii) of this clause.
- (d) Work trials should include induction or training as appropriate to the job being trialed.
- (e) Where the employer and the employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause (5) of this clause.

- (11) The conditions of employment to apply during the trial period or in a continuing employment relationship shall be documented, a copy of which shall be provided by the employer to the person employed in accordance with this clause.

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.

SCHEDULE OF RESPONDENTS

Southwest Coast Lines

(D.B. & L.B. Adams), 39 Albert Street, BUSSELTON WA 6280

R. & J. Pilatti, 2 Booth Street, COLLIE WA 6225

T. & M.M. Pryor & Co., P.O. Box 108, KOJONUP WA 6395

Love's Bus Service, 124 Albany Highway, ALBANY WA 6330

J.W. & E.M. Bartlett, P.O. Box 240, BUSSELTON WA 6280

Allstates Charters, 1 Wyuna Crescent, LESMURDIE WA 6076

Cross Country Safaris, 7 Keane Street, MIDLAND WA 6056

G.H. Cairn, 6 King Street, GERALDTON WA 6530

T.A. Ness, P.O. Box 346, PORT HEDLAND WA 6721

Mandurah Bus Charter, P.O. Box 190, MANDURAH WA 6210

P.C. & K.D. Rooney, 7 Dow Street, MANJIMUP WA 6258

Slow Learning Children's Group of W.A. (Inc.),

1305 Hay Street, WEST PERTH WA 6005

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.

PARTY TO THE AWARD

The following organisation is a party to this award:

Transport Workers' Union of Australia

Industrial Union of Workers

Western Australian Branch

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