1. - TITLE

This award shall be known as the Contract Cleaners Award, 1986 and shall replace Award No. 3 of 1968.

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
3. Area and Scope
4. Term
5. Definitions
6. Hours
7. Overtime
8. Shift Work
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16. Maternity Leave
17. No Reduction
18. Special Rates and Conditions
19. Fares, Travelling Time and Transport
20. Wages
21. Long Service Leave
22. Payment of Wages
23. Posting of Awards and Notices
24. Location Allowances
25. Compassionate Leave
3. - AREA AND SCOPE

This award shall apply throughout the State of Western Australia to employees specified in Clause 20. - Wages of this award, employed in the contract cleaning industry.

4. - TERM

The term of this award shall be for a period of one year from the beginning of the first pay period commencing on or after the date hereof.

5. - DEFINITIONS

(1) "Cleaner" means an employee substantially performing cleaning work (other than window cleaning) or employed bringing into or maintaining premises (including glass partitions) in a clean condition and includes an employee not being an employee employed by a retailer or wholesaler who is employed to collect shopping trolleys and/or undertake garden maintenance in and around the premises of a shop or shopping centre.

(2) "Window Cleaner" shall mean an employee employed exclusively on window cleaning.

(3) "Part-Time Employee" shall mean an employee engaged by the week and who regularly works a lesser number of hours than 38.

(4) "Casual Employee" shall mean an employee whose contract of employment is by the hour and who shall be allowed four weeks unpaid leave after every period of 12 months' continuous service.

(5) "Accrued Day(s) Off" means the paid day(s) off accruing to an employee resulting from an entitlement to the 38 hour week as prescribed in Clause 6. - Hours of this Award.

6. - HOURS

(1) From June 1, 1985, and subject to the provisions of this clause, the ordinary hours of duty shall be an average of 38 per week with the hours actually worked being 40 per week to be worked eight hours per day on any five days of the week.

Except where provided elsewhere, the ordinary hours shall be worked with two hours of each week's work accruing as an entitlement to a maximum of 12 Accrued Day(s) Off in each 12 months period. The Accrued Day(s) Off shall be taken in a minimum period of one week made up of five consecutive Accrued Day(s) Off in conjunction with a period of annual leave or at a time mutually acceptable to the employer and the employee.
(2) Notwithstanding subclause (1) of this clause, where it is agreed between the employer, the majority of employees in the establishment and the Union that an alternative method shall operate, this shall be done by one of the following methods -

(a) by employees working shorter hours each day;

(b) by employees working shorter hours on one or more days each week;

(c) by rostering employees off on various days of the week during a particular work cycle, so that each employee has one day off during that cycle in conjunction with other days off duty;

(d) by part-time employees being paid an hourly rate of pay based on a 38 hour week.

(3) An employer and employee may by agreement substitute the Accrued Day Off the employee is to take off for another day in which case the Accrued Day Off shall become an ordinary working day.

(4) In addition to the foregoing the following specific provisions shall apply:

(a) except in the case of shift, casual and part-time employees the ordinary hours of duty shall be worked between the hours of 6.00 a.m. to 6.00 p.m. on any five days.

(b) The minimum engagement for an employee shall be two hours in any one period of duty. Provided that a one hour minimum may apply to casual and part-time employees by agreement between the employer, the Union and the employee concerned.

(c) The starting and finishing times prescribed in this clause may be altered by agreement in writing between the employer and the Union or, failing such agreement, by the Board of Reference.

(d) No employee shall be required to work for more than five consecutive hours without a break for a meal which shall not exceed one hour.

(e) Employees required to work ordinary hours on Saturdays shall be paid at the rate of time and one-half.

(f) Employees required to work ordinary hours on Sundays shall be paid at the rate of double time.

(g) An employee shall be paid a loading of 15 per cent for all time worked after 6.00 p.m. and before 6.00 a.m.

(h) The rates prescribed in paragraphs (e) and (f) hereof shall be in substitution for and not cumulative on the rates prescribed in paragraph (g) of this subclause.

(5) In the absence of agreement in respect to the implementation of shorter hours, the procedure to be followed to resolve the matter shall be as follows:

(a) consultation shall take place within the particular establishment concerned.

(b) If the problem is unable to be resolved at establishment level, it may be referred to the Secretary of the Union, or the nominated representative of the Secretary, at which level the issue shall be dealt with without delay.
(c) If the problem remains unresolved, the matter may be referred by either party to the Industrial Relations Commission for resolution.

7. - OVERTIME

(1) All time worked in excess of the daily hours prescribed pursuant to Clause 6. - Hours shall be paid for at the rate of time and one-half for the first two hours and double time thereafter.

(2) Notwithstanding the foregoing, all overtime worked on Sundays shall be paid for at the rate of double time.

(3)

(a) Subject to the provisions of paragraph (b) 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 $9.20 for a meal and, if owing to the amount of overtime worked, a second or subsequent meal is required the employee shall be supplied with such meal by the employer or paid $6.20 for each meal so required.

(b) The provisions of paragraph (a) of this clause do not apply:

(i) in respect of any period of overtime for which the employee has been notified on the previous day or earlier that he/she will be required; or

(ii) to any employee who lives in the locality in which the place of work is situated in respect of any meal for which he/she can reasonably go home.

(c) If an employee to whom subparagraph (i) of paragraph (b) of this subclause applies has, as a consequence of the notification referred to in that subparagraph, provided himself/herself with a meal or meals and is not required to work less overtime than the period notified, he/she shall be paid, for each meal provided and not required, the appropriate amount prescribed in paragraph (a) of this subclause.

(4) When an employee is recalled to work after leaving the job he shall be paid for at least three hours at overtime rates.

(5) Double time shall be the maximum rate payable for overtime under any of the provisions of this award except for work performed on public holidays, when the maximum rate payable shall be double time and one-half.

(6) An employer may require any employee to work reasonable overtime at overtime rate and such employee shall work overtime in accordance with such requirement.

(7) Overtime rates prescribed by this clause shall apply after eight hours have been worked on each day. This provision shall also apply to part-time employees who agree to extend their ordinary rostered hours up to but not exceeding eight hours in any one day. Additional ordinary rostered hours worked by part-time employees in accordance with this provision shall be included in the calculation of annual leave entitlement.

8. - SHIFT WORK

A full-time employee may be employed on shift work and where the ordinary hours of duty extend, conclude or commence between the hours of 6.00 p.m. to 6.00 a.m. a loading of 15 per cent for each shift so worked shall be paid.
9. - HIGHER DUTIES

(a) An employee who is required to do work which carries a higher rate of pay than that which he or she usually performs shall be entitled to the higher rate whilst so engaged. Provided that if engaged in such higher grade of work for two hours in any one shift he or she shall be paid at the higher rate for the day.

(b) Notwithstanding the provisions of this clause payment for higher duties shall not apply to an employee required to act in another position whilst the permanent employee is on a single Accrued Day Off as prescribed by subclause (2) of Clause 6. - Hours of this award.

(2) Any employee required to perform work in a lower grade for any shift or portion thereof shall not been reduced in wages whilst employed in such lower capacity.

10. - CONTRACT OF SERVICE

(1) The contract of service shall (except in the case of casual employees) be by the week, terminable by one week's notice on either side given at any time or the payment by the employer or forfeiture by the employee (as the case may be) of one week's wages.

(2) An employee who, after giving the required notice, leaves his employment before the notice expires, shall forfeit his entitlement to wages for the period of notice which has not been worked. If dismissed, wages shall be paid up to the time of dismissal.

(3) The employment of a casual employee may be terminated by one hour's notice on either side or the payment by the employer or forfeiture by the employee (as the case may be) of one hour's pay.

11. - BREAKDOWNS

(1) The employer is entitled to deduct payment for any day upon which an employee cannot be usefully employed because of a strike by any of the unions party to this award, or by any other association or union.

(2) The provisions of paragraph (a) of this subclause also apply where the employee cannot be usefully employed through any cause which the employer could not reasonably have prevented but only if, and to the extent that, the employer and the union or unions concerned so agree or, in the event of disagreement, the Board of Reference so determines.

(3) Where the stoppage of work has resulted from a breakdown of the employer's machinery the Board of Reference, in determining a dispute under paragraph (2) of this subclause, shall have regard for the duration of the stoppage and the endeavours made by the employer to repair the breakdown.

12. - ABSENCE THROUGH SICKNESS

(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 following provisions.
(b) Entitlement to payment shall accrue at the rate of one sixth of a week for each completed month of service with the employer.

(c) 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 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)

(a) To be entitled to payment in accordance with this clause the employee shall, where practicable, advise the employer at least three hours prior to the commencement of shift (and in any event within 24 hours) of his/her inability to attend for work, the nature of his/her illness or injury and the estimated duration of the absence.

(b) Notwithstanding the provisions of subclause (4) of this clause, an employee who fails to notify the employer of his/her intended absence three hours prior to the commencement of shift will not be paid for the first eight hours of sick leave unless he/she produces a certificate from a medical practitioner.

(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, subject to the provisions of subclause (3) of this clause, 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 he 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 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 employee 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 employee 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 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 14. - 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 14. - 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 59 of the Western Australian Industrial Gazette at pages 1-6, the paid sick leave standing to the credit of the employee at the date of transmission from service with the transmittor shall stand to the credit of the employee at the commencement of service with the 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 and Assistance 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.

(9)

(a) An employee shall be paid the wages he would have received had he not proceeded on sick leave and shall have the accrued entitlement to paid sick leave reduced by the time the employee is absent from work on account of paid sick leave.

(b) An employee shall not be entitled to claim payment for non-attendance on the ground of personal ill-health or injury nor will the employee's sick leave entitlements be reduced if such personal ill-health or injury occurs on a day when an employee is absent on an Accrued Day Off in accordance with the provisions of subclauses (1) and (2) of Clause 6. - Hours of this award.

(10) An employee whilst on paid sick leave shall continue to accrue an entitlement to an Accrued Day Off as prescribed in subclauses (1) and (2) of Clause 6. - Hours of this award.

(11) Any sick leave entitlement accumulated as at June 1, 1985 shall be adjusted in hours in the ratio of 38 to 40.

13. - HOLIDAYS

(1) The following days or the days observed in lieu, shall subject to subclause (3) hereof, be allowed as holidays without deduction of pay, namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.

(2) When any of the days mentioned in subclause (1) 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.
(3) All work done on any of the holidays specified in subclause (1) or subclause (5) hereof, shall be paid for at the rate of double time and one-half.

(4) Where -

(a) a day is proclaimed as a public holiday or as a public half-holiday under Section 7 of the Public and Bank Holidays Act, 1972, and

(b) that proclamation does not apply throughout the State or to the metropolitan area of the State,

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

(5) When any of the days observed as a holiday prescribed in this clause fall on a day when an employee is on an Accrued Day Off the employee shall be allowed to take a day's holiday in lieu of the holiday on a day immediately following the employee's annual leave or at a time mutually acceptable to the employer and the employee.

(6) An employee whilst on a public holiday prescribed by this clause shall continue to accrue an entitlement to an Accrued Day Off as prescribed in subclauses (1) and (2) of Clause 6.

14. - ANNUAL LEAVE

(1) Except as hereinafter provided a period of four consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to an employee by his employer after a period of 12 months' continuous service with such employer.

(2) 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.

(3) In addition to payment for annual leave an employee shall paid a loading of 17.5 per cent calculated on his ordinary rate of wage. Provided that where the employee would have received any additional rates for the work performed in ordinary hours, as prescribed by this award, had he not been on leave during the relevant period and such additional rates would have entitled him to a greater amount than the loading of 17.5 per cent, then such additional rates shall be added to his ordinary rate of wage in lieu of the 17.5 per cent loading. Provided further, that if the additional rates would have entitled him to a lesser amount than the loading of 17.5 per cent, then such loading of 17.5 per cent shall be added to his ordinary rate of wage in lieu of the additional rates

(4) The loading prescribed by this subclause shall not apply to proportionate leave on termination.

(5) Subject as hereinafter provided:

(a) If after one month's continuous service in any qualifying 12 monthly period an employee lawfully terminates his service or his employment is terminated by the employer through no fault of the employee, the employee shall be paid 2.92 hours' pay in respect of each completed week of continuous service in that qualifying period.

(b) In addition to any payment to which he may be entitled under this subclause, an employee whose employment terminates after he has completed a 12 monthly qualifying period and who has not been allowed the leave prescribed under this award in respect of that
qualifying period shall be given payment as prescribed in subclauses (2) and (3) of this clause in lieu of that leave unless he has been justifiably dismissed for misconduct and the misconduct for which he has been dismissed occurred prior to the completion of that qualifying period.

(6) 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.

(7) 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, annual leave or long service leave as prescribed by this award, shall not count for the purpose of determining his right to annual leave.

(8) The annual leave prescribed in this clause shall be taken in two portions, if so requested by the employee, provided that no portion shall be less than two consecutive weeks.

Provided further, that by mutual agreement between the employer and the employee, the annual leave may be further split on one additional occasion, provided that no portion shall be less than one week.

(9) The provisions of this clause do not apply to casual employees.

(10) Notwithstanding the provision of this clause an employer who observes a Christmas closedown for the purpose of granting annual leave may require an employee to take his annual leave in not more than two periods but neither of such periods shall be less than one week.

(11) In the event of an employee being employed by an employer for portion only of a year, he shall 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.

(12) The provisions of this clause shall apply to part time employees on a pro-rata basis in the same proportion as the average number of hours worked each week in the qualifying period bear to 38.

(13) When an employee proceeds on the first four weeks' of the annual leave prescribed by subclause (1) of this clause there will be no accrual towards an Accrued Day Off as prescribed in subclauses (1) and (2) of Clause 6. - Hours of this award. Accrual towards an Accrued Day Off shall continue during any other period of annual leave prescribed by this clause.

15. - TIME AND WAGES RECORD

(1) Each employer shall keep a time and wages record showing the names and addresses of each employee, the nature of his work, the location of the work, the hours worked each day, the starting and finishing times of those hours, and the wages and allowances paid each week. Any system of automatic recording by means of a machine shall be deemed to comply with this provision to the extent of the information recorded.

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

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 therefrom. 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 12 hours either at the employer's office or at the works.

(3)

(a) The age of junior employees shall be recorded when paid at junior rates of pay.

(b) If requested by the employer a junior employee shall state his age in writing. No employee shall have any claim upon an employer for additional pay in the event of the age of the employee being wrongly stated. If any junior shall wilfully mis-state his age alone shall be guilty of a breach of this award and in the event of an employee having received a higher rate than that to which he was entitled he shall make restitution to the employer.

(4) Leave is reserved to any employer party to this award to seek the variation or cancellation of the provision in subclause (1) hereof which requires an employee's work location to be disclosed to the Union, if it can be shown that the information thereby obtained by the Union Official has been used for purposes other than seeking or ensuring compliance with this award.

16. - MATERNITY LEAVE

(1) Eligibility for Maternity Leave

An employee who becomes pregnant shall, upon production to her employer of a certificate from a duly qualified medical practitioner stating the presumed date of her confinement, be entitled to maternity leave provided that she has had not less than 12 months' continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

For the purpose of this clause:

(a) An employee shall include a part time employee but shall not include an employee engaged upon casual or seasonal work.

(b) Maternity leave shall mean unpaid maternity leave.

(2) Period of Leave and Commencement of Leave

(a) Subject to subclauses (3) and (6) hereof, the period of maternity leave shall be for an unbroken period of from 12 to 52 weeks and shall include a period of six weeks' compulsory leave to be taken immediately before the presumed date of confinement and a period of six weeks' compulsory leave to be taken immediately following confinement.

(b) An employee shall, not less than 10 weeks prior to the presumed date of confinement, give notice in writing to her employer stating the presumed date of confinement.

(c) An employee shall give not less than four weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave, stating the period of leave to be taken.
(d) An employee shall not be in breach of this order as a consequence of failure to give the stipulated period of notice in accordance with paragraph (c) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

(3) Transfer to a Safe-Job

Where in the opinion of a duly qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a duly qualified medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (7), (8), (9) and (10) hereof.

(4) Variation of Period of Maternity Leave

(a) Provided the addition does not extend the maternity leave beyond 52 weeks, the period may be lengthened once only, save with the agreement of the employer, by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened.

(b) The period of leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(5) Cancellation of Maternity Leave

(a) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.

(b) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be right of the employee to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

(6) Special Maternity Leave and Sick 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 -

(i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, or

(ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work

(b) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner
certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed 52 weeks.

(c) For the purposes of subclauses (7), (8) and (9) hereof, maternity leave shall include special maternity leave.

(d) An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (3), to the position she held immediately before such transfer.

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

(7) Maternity Leave and Other Leave Entitlements

Provided the aggregate of leave including leave taken pursuant to subclauses (3) and (6) hereof does not exceed 52 weeks.

(a) An employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is then entitled.

(b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during her absence on maternity leave.

(8) Effect of Maternity Leave on Employment

Notwithstanding any award, or other provision to the contrary, absence on maternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of the award.

(9) Termination of Employment

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

(b) An employer shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(10) Return to Work After Maternity Leave

(a) An employee shall confirm her intention of returning to her work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.

(b) An employee, upon the expiration of the notice required by paragraph (a) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (3), to the position which she held immediately before such transfer. Where such position no longer exists but there are other positions available for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.
(11) Replacement Employees

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

(b) Before an employer engages a replacement employee under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(d) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(e) A replacement employee shall not be entitled to any of the rights conferred by this clause except where her employment continues beyond the 12 months qualifying period.

(12) Effect of Maternity Leave on Accrued Day Off

(a) When an employee proceeds on maternity leave there will be no accrual towards an Accrued Day Off as prescribed in subclauses (1) and (2) of Clause 6. - Hours of this award.

(b) When an employee proceeds on maternity leave the employer may pay an employee the amount of hours accrued towards an Accrued Day Off as prescribed in subclauses (1) and (2) of Clause 6. - Hours of this award.

17. - NO REDUCTION

Nothing contained in this award shall entitle an employer to reduce the wage or conditions of employment of any employee who at the date of this award is being paid a higher rate of wage than the minimum prescribed for his or her class of work.

18. - SPECIAL RATES AND CONDITIONS

(1) Appliances and Materials:

All appliances and materials including towels and dusters, required in connection with the performance of the employee's duties, shall be supplied to such employee by the employer without charge.

(2) Dressing Accommodation:

Suitable provision shall, where practicable, be made by the employer on the premises for employees to change their clothing. Should any dispute arise as to the suitability of the accommodation so provided, the matter shall be determined by the Board of Reference.

(3) Accommodation for Meals:

Employees shall be permitted to eat their meals in a convenient and clean place protected from the weather.
(4) Boiling Water:

Where practicable facilities for boiling water shall be provided by the employer.

(5) No employee shall be required to clean the outside windows in a dangerous situation after daylight.

(6) Overalls:

Clean overalls shall be supplied by the employer free of charge where the employer requires such to be worn.

(7) Protective Clothing:

Where an employee is required by the employer to work in the rain, suitable protective clothing shall be provided free of charge by the employer.

Where an employee during the course of his duty may become unreasonably wet, he shall be supplied free with protective footwear which shall remain the property of the employer. In the event of a dispute arising the matter shall be referred to the Board of Reference for determination.

(8) All employees called upon to clean closets connected with septic tanks and sewerage shall receive an allowance as follows:

<table>
<thead>
<tr>
<th>Rate Per Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
</tr>
</tbody>
</table>

(a) Cleaners required to clean up to seven closets per day 0.29

(b) Cleaners required to clean eight or more toilets per day 1.46

(c) Cleaners who for a minimum of two hours per day are engaged in cleaning closets, in lieu of the allowance in paragraph (a) or (b) of this subclause shall receive an allowance of 4.80

For the purpose of this clause, one metre of urinal shall count as one closet and three urinal stalls shall count as one closet.

(9) Rubber Gloves:

Rubber gloves shall be available on request to employees who are required to clean lavatories or use injurious acids and/or other injurious substances. Such gloves shall remain the property of the employer.

(10) Height Money:
(a) A cleaner shall not be required to work from the top of a ladder more than three metres long which rests on the ground or floor level.

(b) Where it is necessary to go wholly outside a building to clean windows, an employee shall, if such cleaning be 15.5 metres or more from the nearest horizontal plane, be paid an allowance of $2.13 per day.

(c) Where an employee is required to clean windows from a swinging scaffold or similar device, he shall be paid 37 cents per hour extra for every hour or part thereof so worked.

(11) Broken Shift:

Where an employee is required to carry out the ordinary hours of duty at the same location each day in more than one shift and where the break is not less than four hours an allowance of $2.42 per day shall be paid.

**19. - FARES, TRAVELLING TIME AND TRANSPORT**

(1) Where an employee is required outside his/her usual working hours, by the employer, to work at a place other than the usual place of employment, the employer shall pay the employee any reasonable travelling expenses and any excess time occupied beyond the time and fares usually incurred by the employee to reach his usual place of employment.

(2) Where an employee is required during his usual working hours, by the employer, to work outside his/her usual place of employment, the employer shall pay the employee any reasonable travelling expense incurred.

(3) Where an employee is required and authorised to use his/her own motor vehicle in the course of his/her duties the employee 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.

(b) Where an employee in the course of his/her 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.

(c) A year for the purpose of this clause shall commence on the 1st day of July and end on the 30th day of June next following.

**Rates of hire for use of employee's own vehicle on employer's business:**

**Schedule 1 - Motor Vehicle Allowances**

<table>
<thead>
<tr>
<th>Area Details</th>
<th>Engine Displacement (in cubic centimetres)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Over 2600cc</td>
</tr>
</tbody>
</table>
Rate per kilometre (Cents)

<table>
<thead>
<tr>
<th>Area</th>
<th>Metropolitan Area</th>
<th>South West Land Division</th>
<th>North of 23.5° South Latitude</th>
<th>Rest of the State</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate per kilometre</td>
<td>75.3</td>
<td>77.4</td>
<td>84.9</td>
<td>79.9</td>
</tr>
<tr>
<td>Rate</td>
<td>65.5</td>
<td>67.2</td>
<td>74.0</td>
<td>69.4</td>
</tr>
<tr>
<td>Rate (cents) per kilometre</td>
<td>57.9</td>
<td>59.7</td>
<td>65.9</td>
<td>61.6</td>
</tr>
</tbody>
</table>

**Schedule 2 - Motor Cycle Allowances**

Distance travelled during a year on Official Business

<table>
<thead>
<tr>
<th>Rate per kilometre</th>
</tr>
</thead>
<tbody>
<tr>
<td>Met. Area</td>
</tr>
</tbody>
</table>

Motor vehicles with rotary engines are to be included in the 1600-2600cc category

**20. – WAGES**

(1) The minimum total rates of wages payable to employees covered by this award shall be

<table>
<thead>
<tr>
<th>Rate</th>
<th>Per Week Award</th>
<th>Arbitrated Safety Net</th>
<th>Total Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

(a) **Adult Employees:**

<table>
<thead>
<tr>
<th>Rate</th>
<th>Per Week Award</th>
<th>Arbitrated Safety Net</th>
<th>Total Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cleaner</td>
<td>412.60</td>
<td>111.00</td>
<td>523.60</td>
</tr>
<tr>
<td>Window Cleaner</td>
<td>419.30</td>
<td>111.00</td>
<td>530.30</td>
</tr>
</tbody>
</table>
(b) Casual Employees:

Cleaner 16.53
Window Cleaner 16.75

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

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

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

(2) Junior Employees:

The minimum rate of wage payable to junior employees engaged in a classification prescribed by subclause (1) of this clause shall be the percentage of the prescribed wage for an adult cleaner, as follows:

<table>
<thead>
<tr>
<th>Age Group</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 19 years of age</td>
<td>70</td>
</tr>
<tr>
<td>19 to 20 years of age</td>
<td>80</td>
</tr>
<tr>
<td>20 to 21 years of age</td>
<td>90</td>
</tr>
</tbody>
</table>

(3) Leading Hands:

Any full-time employee placed in charge of other employees shall be paid, in addition to the appropriate wage prescribed, the following:

<table>
<thead>
<tr>
<th>In charge of up to ten Cleaners</th>
<th>Rate Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td>In charge of up to ten Cleaners</td>
<td>0.76</td>
</tr>
<tr>
<td>More than ten Cleaners</td>
<td>1.44</td>
</tr>
</tbody>
</table>

21. - LONG SERVICE LEAVE
(1) The long service leave provisions set out in Volume 64 of the Western Australian Industrial Gazette at pages 1-4 inclusive are hereby incorporated in and shall be deemed to be part of this award.

(2) When an employee proceeds on long service leave there will be no accrual towards an Accrued Day Off as prescribed in subclauses (1) and (2) of Clause 6. - Hours of this award.

(3) Any long service leave accumulated as at June 1, 1985 shall be adjusted in hours in the ratio of 38 to 40.

22. - PAYMENT OF WAGES

(1) All employees shall be paid weekly or fortnightly at the option of the employer. The preceding provisions may be altered by agreement between the employer, the union and the employee or employees concerned. In the event of a dispute arising, the matter may be referred to the Board of Reference for determination.

(2) The employer shall keep no more than two working days' pay in hand in the case of all employees.

Provided that this subclause shall not apply in the case of computer breakdown or other unforeseen circumstance for which the employer cannot be held responsible.

In the event of a dispute arising, the matter may be referred to the Board of Reference for determination.

(3) All outstanding monies owed to the employee shall be paid within two business days of termination, either directly to him or posted to his last known address.

(4) With each pay, all employees shall be provided with a pay advice detailing the following particulars:

(a) Name.

(b) Hourly Rate.

(c) Overtime.

(d) Penalties.

(e) Allowances.

(f) Gross Wage.

(g) Deductions - broken down to:

   (i) Taxation;

   (ii) Other.

(h) Net Wage.
(5) By arrangement between an employer and an employee, wages may be paid into the employee's bank account or other account or by cheque. All charges and costs associated with the operation of the account shall be met by the employer.

(6) An employee shall be paid for Accrued Day(s) Off at the rate, including penalties, at which it was accumulated.

(7) No deduction shall be made from an employee's wages unless the employee has authorised such deduction in writing.

23. - POSTING OF AWARDS AND NOTICES

(1) A copy of this award, if supplied by the union shall be placed by the employer in a suitable place agreed upon by both the employer and the union.

(2) The accredited union representative shall not be prevented from posting any notice of the union in a suitable place agreed upon between the employer and the union. Failing agreement the Board of Reference shall decide if and/or where the said copy of the award or the said notices shall be posted.

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.

<table>
<thead>
<tr>
<th>TOWN</th>
<th>PER WEEK</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agnew</td>
<td>$17.30</td>
</tr>
<tr>
<td>Argyle</td>
<td>$45.60</td>
</tr>
<tr>
<td>Balladonia</td>
<td>$17.40</td>
</tr>
<tr>
<td>Barrow Island</td>
<td>$29.70</td>
</tr>
<tr>
<td>Boulder</td>
<td>$7.20</td>
</tr>
<tr>
<td>Broome</td>
<td>$27.70</td>
</tr>
<tr>
<td>Bullfinch</td>
<td>$8.20</td>
</tr>
<tr>
<td>Carnarvon</td>
<td>$14.20</td>
</tr>
<tr>
<td>Cockatoo Island</td>
<td>$30.40</td>
</tr>
<tr>
<td>Coolgardie</td>
<td>$7.20</td>
</tr>
<tr>
<td>Cue</td>
<td>$17.70</td>
</tr>
<tr>
<td>Dampier</td>
<td>$24.00</td>
</tr>
<tr>
<td>Denham</td>
<td>$14.20</td>
</tr>
<tr>
<td>Derby</td>
<td>$28.80</td>
</tr>
<tr>
<td>Esperance</td>
<td>$5.20</td>
</tr>
<tr>
<td>Location</td>
<td>Price</td>
</tr>
<tr>
<td>------------------</td>
<td>--------</td>
</tr>
<tr>
<td>Eucla</td>
<td>$19.40</td>
</tr>
<tr>
<td>Exmouth</td>
<td>$25.00</td>
</tr>
<tr>
<td>Fitzroy Crossing</td>
<td>$34.80</td>
</tr>
<tr>
<td>Goldsworthy</td>
<td>$15.40</td>
</tr>
<tr>
<td>Halls Creek</td>
<td>$39.90</td>
</tr>
<tr>
<td>Kalbarri</td>
<td>$6.00</td>
</tr>
<tr>
<td>Kalgoorlie</td>
<td>$7.20</td>
</tr>
<tr>
<td>Kambalda</td>
<td>$7.20</td>
</tr>
<tr>
<td>Karratha</td>
<td>$28.60</td>
</tr>
<tr>
<td>Koolan Island</td>
<td>$30.40</td>
</tr>
<tr>
<td>Koolyanobbing</td>
<td>$8.20</td>
</tr>
<tr>
<td>Kununurra</td>
<td>$45.60</td>
</tr>
<tr>
<td>Laverton</td>
<td>$17.60</td>
</tr>
<tr>
<td>Learmonth</td>
<td>$25.00</td>
</tr>
<tr>
<td>Leinster</td>
<td>$17.30</td>
</tr>
<tr>
<td>Leonora</td>
<td>$17.60</td>
</tr>
<tr>
<td>Madura</td>
<td>$18.40</td>
</tr>
<tr>
<td>Marble Bar</td>
<td>$43.80</td>
</tr>
<tr>
<td>Meekatharra</td>
<td>$15.20</td>
</tr>
<tr>
<td>Mount Magnet</td>
<td>$19.00</td>
</tr>
<tr>
<td>Mundrabilla</td>
<td>$18.90</td>
</tr>
<tr>
<td>Newman</td>
<td>$16.60</td>
</tr>
<tr>
<td>Norseman</td>
<td>$14.90</td>
</tr>
<tr>
<td>Nullagine</td>
<td>$43.70</td>
</tr>
<tr>
<td>Onslow</td>
<td>$29.70</td>
</tr>
<tr>
<td>Pannawonica</td>
<td>$22.40</td>
</tr>
<tr>
<td>Paraburdo</td>
<td>$22.30</td>
</tr>
<tr>
<td>Port Hedland</td>
<td>$23.90</td>
</tr>
<tr>
<td>Ravensthorpe</td>
<td>$9.20</td>
</tr>
<tr>
<td>Roebourne</td>
<td>$32.90</td>
</tr>
<tr>
<td>Sandstone</td>
<td>$17.30</td>
</tr>
<tr>
<td>Shark Bay</td>
<td>$14.20</td>
</tr>
<tr>
<td>Shay Gap</td>
<td>$15.40</td>
</tr>
<tr>
<td>Southern Cross</td>
<td>$8.20</td>
</tr>
</tbody>
</table>
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 66⅔ 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. - COMPASSIONATE LEAVE

(1) An employee shall, on the death within Australia, of a wife, husband, de-facto wife or de-facto husband, father, father-in-law, mother, mother-in-law, 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 working days. Proof of such death shall be furnished by the employee to the satisfaction of his employer.

(2) Provided that payment in respect of compassionate leave is to be made only where the employee otherwise would have been on duty and shall not be granted in any case where the employee concerned would have been off duty in accordance with his roster, or on long service leave, annual leave, sick leave, employees' compensation, leave without pay or on a public holiday.

(3) This clause shall not apply to casual employees.

(4) An employee shall not be entitled to claim payment for compassionate leave on a day when that employee is absent on an Accrued Day Off in accordance with the provisions of subclauses (1) and (2) of Clause 6. - Hours of this award.

(5) An employee, whilst on compassionate leave prescribed by this clause shall continue to accrue an entitlement to an Accrued Day Off as prescribed in subclauses (1) and (2) of Clause 6. - Hours of this award.

26. - PART-TIME EMPLOYEES

(1) Notwithstanding anything contained in this award, employees may be regularly employed to work less hours per week than are prescribed in Clause 6. - Hours of this award and such employees shall be remunerated at a weekly rate pro-rata to the rate prescribed for the class of work on which they are engaged in the proportion which their hours of work bear to the hours fixed by Clause 6. - Hours hereof for their class of work.
(2) When an employee is employed under the provisions of this clause, he shall receive payment for wages, for annual leave, for holidays and for sick leave on a pro-rata basis in the same proportion as the number of hours regularly worked each week bears to 38.

27. - EFFECT OF 38-HOUR WEEK

(1) Termination

(a) An employee subject to the provisions of subclause (1) of Clause 6. - Hours of this award who has not taken any Accrued Day(s) Off accumulated during a work cycle in which employment is terminated, shall be paid the total of hours accumulated towards the Accrued Day(s) Off for which payment has not already been made.

(b) An employee who has taken any Accrued Day Off during a work cycle in which employment is terminated shall have the wages due on termination reduced by the total hours for which payment has already been made but for which the employee had no entitlement toward those Accrued Days Off.

(2) Workers' Compensation

(a) 20 Day Work Cycle

(i) Where an employee is on workers' compensation for periods for less than one complete 20 day work cycle, such employee will accrue towards and be paid for the succeeding Accrued Day Off following such absence.

(ii) An employee will not accrue Accrued Days Off for periods of workers' compensation where such period of leave exceeds one or more complete 20 day work cycles.

(iii) Where an employee is on workers' compensation for less than one complete 20 day work cycle and an Accrued Day Off falls within the period, the employee will not be re-rostered for an additional Accrued Day Off.

(b) 12 Months' Work Cycle

(i) Where an employee is on workers' compensation for period for less than a total of 20 consecutive work days in a work cycle such employee will accrue towards and be paid for the succeeding Accrued Days Off following such leave.

(ii) Where an employee is on workers' compensation for periods greater then a total of 20 consecutive days in a work cycle such employee will have the period of workers' compensation added to the work cycle.

(iii) Where an employee is on workers' compensation for greater than 20 consecutive work days and an Accrued Day Off as prescribed in subclause (1) of Clause 6. - Hours of this award falls within the period the employee shall be re-rostered for another Accrued Day Off on completion of the 20 day work cycle following such absence.

(3) Leave Without Pay

An employee who is absent on any form of leave without pay shall not accumulate an entitlement to an Accrued Day Off for the period of such leave nor will the employee be entitled to an Accrued Day Off whilst on leave without pay.
28. - DISPUTE SETTLEMENT PROCEDURES

(1) Dispute Settlement Procedure

In all cases the following procedure shall apply:

(a) All Industrial Relations matters of concern by an employee and/or union representative shall be raised with the immediate supervisor or employer as the case may be.

(b) All matters are to be dealt with as soon as practicable following upon an issue being raised by or on behalf of the employee(s) concerned.

(c) If the matter is not resolved, the union representative shall contact the union office, and as soon as practicable thereafter, the issue is to be discussed between the employer, the union and the union representative.

(d) If the matter is not resolved the matter shall be referred to the Western Australian Industrial Relations Commission for conference, and if necessary, for hearing and determination.

(e) The parties agree that no industrial action of any kind shall take place while the Dispute Settlement Procedure is in operation and that the status quo existing prior to the dispute shall prevail whilst in accordance with these procedures.

(f) Nothing herein shall limit the employer's right to dismiss an employee for misconduct in accordance with the Award provisions, nor limit the employee's rights in relation to unfair dismissal.

(2) Essential Services

Where the health of employees is at risk or the hygiene of any workplace needs to be maintained, employees of a contractor shall carry out essential cleaning of toilets, food areas and clearance of bins, notwithstanding the imposition of any bans, limitations or stoppages of work on the site.

Any other areas of health or hygiene which may arise, may be serviced following discussion between the Union and the employer concerned.

29. - AWARD MODERNISATION AND ENTERPRISE CONSULTATION

(1) The parties to this award are committed to co-operating positively to increase the efficiency and productivity of the industry, and to enhance the career opportunities and job security of employees in the industry.

(2) 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 Union. The consultative mechanism and procedure shall be appropriate to the size, structure and needs of that plant or enterprise and shall be agreed between the employer and the Union.

(3) Where a consultative committee is established, it will be free to address any matter which is consistent with the objectives of subclause (1) of this clause. Where matters addressed concern award provisions then the Union shall be notified and invited to attend consultative committees.

(4) Discussions that take place will have regard to the following requirements:
(a) the changes sought shall not affect provisions reflecting State standards;

(b) the majority of employees affected by the change at the plant or enterprise must genuinely agree to the change;

(c) any agreement shall not, in the context of a total package, provide for a set of conditions of a lesser standard than that provided by the award and no employee shall have a lesser income as a result of the conditions provided for in such agreement;

(d) the Union must be a party to any agreement which affects the wages and/or conditions of employment of employees;

(e) the Union shall not unreasonably oppose any agreement;

(f) any agreement relating to award matters 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;

(g) if agreement cannot be reached on a particular issue, then the matter may be referred to the Western Australian Industrial Relations Commission for determination.

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 A - PARTIES TO THE AWARD

The following organization is a party to this award:

The Australian Liquor, Hospitality and Miscellaneous Workers Union, Western Australian Branch

SCHEDULE B - RESPONDENTS

Airlite Cleaning Pty Ltd
Auto Immaculation Bayswater
Berkeley Challenge Property Services Pty Ltd
Big Red Carpet Cleaners
Charles Cleaning Service
Electrolux Cleaning Services Pty Ltd
Goldfields Cleaning Service
Hickeys Cleaning Service
Kay and Jay Cleaning Service
Cleaning Services of W.A.
Kleenpane Cleaning Service
Linfoot Cleaning Service
Pilbara Cleaning Service
W.X. Window Cleaners (1981)

SCHEDULE C - LIBERTY RESERVED

Liberty is reserved to the Union to apply in respect of the entitlement to an extra week's leave for shift workers.

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

CONTRACT CLEANERS AWARD, 1986 NO A 6 OF 1985

Delivered 05/12/88 at 69 WAIG 1441

Consolidation S.93(6) 28/07/93 at 73 WAIG 2217

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as per delivery A6/85 05/12/88 69 WAIG 1441
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Duplicated clause 1453/89(R) 02/02/90 70 WAIG 1075
Del. Cls. 1426/91&11A/92 11/03/92 72 WAIG 802
Cl 975/00 30/04/00 81 WAIG 1162

(Edit Note: 2A. State Wage Case Principles - September, 1989. duplicated by Order No.1453 of 1989 (R))

3. Area and Scope

4. Term

5. Definitions

(1) 338/91 21/05/91 71 WAIG 1467

6. Hours

(2) 145/90(R2) 28/09/90 70 WAIG 4049

7. Overtime

(7) 449/90 26/03/90 70 WAIG 1422
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8. Shift Work

9. Higher Duties

10. Contract of Service

10A. Freedom of Choice

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11. Breakdowns

12. Absence Through Sickness

13. Holidays

14. Annual Leave

15. Time and Wages Record

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17. No Reduction

18. Special Rates and Conditions

(8) 1453/89(R) 02/02/90 70 WAIG 1075
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amnts (8)(a)(b)(c), (10)(b)(c), (11) 1426/91&11A/92 11/03/92 72 WAIG 802
amtns (8);(10)(b)&(10)(c);(11) 1324(A)/96 12/11/96 76 WAIG 4984
Ins text. 491/98 16/04/98 78 WAIG 1471
(8),(10) & (11) 1080/98 17/07/98 78 WAIG 3512
(8)(a-c);(10)(b,c)&(11) 905/99 27/08/99 79 WAIG 3031
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(8), (10) & (11) 1012/02 28/01/03 83 WAIG 665
(8), (10) & (11) 683/03 11/3/05 85 WAIG 1140

19. Fares, Travelling Time and Transport

Ins.new clause 896/89 16/01/90 70 WAIG 779
(3) Sched. 1 & 2 561/92 16/06/92 72 WAIG 1574
(3)(c) 1324(B)/96 21/10/97 77 WAIG 3463
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21. Long Service Leave

22. Payment of Wages

23. Posting of Awards and Notices

24. Location Allowances

(1),(13) 834/89 01/07/89 69 WAIG 3217

Clause 778/90 01/07/90 70 WAIG 2995

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25. Compassionate Leave

26. Part-Time Employees

27. Effect of 38 Hour Week

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28. Dispute Settlement Procedures

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29. Award Modernisation and Enterprise Consultation

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Schedule A - Parties to the Award

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Text 905/99 27/08/99 79 WAIG 3031
Sch. 679/00 14/11/00 80 WAIG 5554

(Schedule "A" - Respondents)

as per delivery A6/85 05/12/88 69 WAIG 1441
Rename Sch. 562/93 04/05/93 73 WAIG 1649

Schedule B - Respondents

(Schedule "B" - Liberty Reserved)

as per delivery A6/85 05/12/88 69 WAIG 1441
Rename Sch. 562/93 04/05/93 73 WAIG 1649
Sch. 679/00 14/11/00 80 WAIG 5554

Schedule C – Liberty Reserved

Appendix - S.49B - Inspection of Records Requirements

Ins. Appendix 694/96 16/07/96 77 WAIG 1506
CONTRACT CLEANERS AWARD, 1986.


PURSUANT to section 93(6a) of the Industrial Relations Act, 1979 the following award has been "Consolidated by the Registrar". This consolidated award incorporates all orders of the Commission to have issued which vary conditions contained in the award, and is current on or after the date herein, until any such further variation of those conditions by order of the Commission.

Dated at Perth this 1st day of November 2003.

J. SPURLING
REGISTRAR.