Contract Cleaners' (Ministry of Education) Award, 1990

1. - TITLE

This award shall be known as the Contract Cleaners' (Ministry of Education) Award, 1990 and replaces the Contract Cleaners' Award, 1986 so far as it relates to contracts to clean government schools.

1B. - MINIMUM ADULT AWARD WAGE

(1) No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.

(2) The minimum adult award wage for full-time employees aged 21 or more is $692.90 per week payable on and from the commencement of the first pay period on or after 1 July 2016.

(3) The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case Decisions.

(4) Unless otherwise provided in this clause adults employed as casuals, part-time employees or piece workers or employees who are remunerated wholly on the basis of payment by result shall not be paid less than pro rata the minimum adult award wage according to the hours worked.

(5) Employees under the age of 21 shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award to the minimum adult award wage.

(6) The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or Jobskill placements or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the Minimum Conditions of Employment Act 1993.

(7) Liberty to apply is reserved in relation to any special category of employees not included here or otherwise in relation to the application of the minimum adult award wage.

(8) Subject to this clause the minimum adult award wage shall –

(a) Apply to all work in ordinary hours.

(b) Apply to the calculation of overtime and all other penalty rates, superannuation, payments during any period of paid leave and for all purposes of this award.

(9) Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2016 State Wage order decision. Any increase arising from the insertion of the minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

(10) Adult Apprentices
(a) Notwithstanding the provisions of this clause, an apprentice, 21 years of age or more, shall not be paid less than $593.90 per week on and from the commencement of the first pay period on or after 1 July 2016.

(b) The rate paid in the paragraph above to an apprentice 21 years of age or more is payable on superannuation and during any period of paid leave prescribed by this award.

(c) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.

(d) Nothing in this clause shall operate to reduce the rate of pay fixed by the award for an adult apprentice in force immediately prior to 5 June 2003.

2. - ARRANGEMENT

1. Title
1B. Minimum Adult Award Wage
2. Arrangement
3. Scope
4. Term
5. Definitions
6. Contract of Service
7. Hours
8. Overtime
9. Shift Work
10. Fares and Travelling Time
12. Public Holidays
13. Annual Leave
14. Sick Leave
15. Long Service Leave
16. Compassionate Leave
17. Maternity Leave
18. Time and Wages Record
19. Part Time Employees
20. Wages
21. Location Allowance
22. Higher Duties
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24. Posting of Awards and Notices
25. No Reduction
26. Deleted
27. Dispute Settlement Procedure
28. Breakdowns
29. Payment of Wages
30. Rostered Day Off (38 Hour Week)
31. Superannuation
32. Award Modernisation and Enterprise Consultation

Appendix - Resolution of Disputes Requirements
Schedule A - Parties to the Award
Schedule B - Respondents
Appendix - S.49B - Inspection Of Records Requirements

3. - SCOPE

This Award shall apply to:
Cleaners who are employed by the named respondents in the industry of Contract Cleaning of Government Schools in the State of Western Australia; and

To all those employers employing those cleaners.

4. - TERM

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

5. - DEFINITIONS

(1) "Cleaner" shall mean an employee substantially performing cleaning work (other than window cleaning) or employed bringing into or maintaining premises (including glass partitions) in a clean condition.

(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" shall mean the paid day(s) off accruing to an employee resulting from an entitlement to the 38 hour week as prescribed in Clause 7. - Hours of this Award.

(6) "School" shall have the same meaning as it has in the Education Act.

6. - 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 the 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.

(4) The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

7. - HOURS

(1) 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.

(2) (a) The 38 hour week will be arranged by the accrual of 12 rostered days off per annum which will be taken during school vacation periods at times agreed between the employer and the Union.
The 12 rostered days off will be taken in three instalments of four days each during the term vacations occurring at the end of term 1, term 2, and term 3. The maximum number of days worked during the aforementioned three term vacations will not exceed five days.

The four rostered days off may be taken during the first or second week of the term vacation, by agreement with the employer.

(3) 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.

(4) 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.

(5) 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 percent 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.

(6) In the absence of agreement in respect to the implementation of shorter hours, the procedure to be followed to resolve the matters 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.

8. - OVERTIME

(1) All time worked in excess of the daily hours hours prescribed pursuant to clause 7. - 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 $10.70 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 $7.25 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 rates and such employee shall work overtime in accordance with such requirement.

(7) Overtime rates prescribed by this clause shall not apply until after eight hours have been worked on each day.

9. - 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.

10. - FARES AND TRAVELLING TIME

(1) Where an employee is required during his usual working hours, by his employer, to work outside his usual place of employment, the employer shall pay the employee any reasonable travelling expenses incurred except where an allowance is paid in accordance with subclause (2) of this clause.
Where an employee is required and authorised to use his own motor vehicle in the course of his duties he shall be paid an allowance not less than that provided for in the schedules set out hereunder. Notwithstanding anything contained in this subclause the employer and the employee may make any other arrangement as to car allowance not less favourable to the employee.

Where an employee in the course of a journey travels through two or more of the separate areas, payment at the rates prescribed herein shall be made at the appropriate rate applicable to each of the separate areas traversed.

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>
<th>Rate per kilometre (Cents)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Metropolitan Area</td>
<td>Over 2600cc</td>
<td>88.4</td>
</tr>
<tr>
<td></td>
<td>Over 1600cc - &amp; under 2600cc</td>
<td>76.9</td>
</tr>
<tr>
<td></td>
<td>1600cc</td>
<td>68.0</td>
</tr>
<tr>
<td>South West Land Division</td>
<td>Over 2600cc</td>
<td>90.9</td>
</tr>
<tr>
<td></td>
<td>Over 1600cc - &amp; under 2600cc</td>
<td>78.9</td>
</tr>
<tr>
<td></td>
<td>1600cc</td>
<td>70.1</td>
</tr>
<tr>
<td>North of 23.5° South Latitude</td>
<td>Over 2600cc</td>
<td>99.7</td>
</tr>
<tr>
<td></td>
<td>Over 1600cc - &amp; under 2600cc</td>
<td>86.9</td>
</tr>
<tr>
<td></td>
<td>1600cc</td>
<td>77.4</td>
</tr>
<tr>
<td>Rest of the State</td>
<td>Over 2600cc</td>
<td>93.8</td>
</tr>
<tr>
<td></td>
<td>Over 1600cc - &amp; under 2600cc</td>
<td>81.5</td>
</tr>
<tr>
<td></td>
<td>1600cc</td>
<td>72.3</td>
</tr>
</tbody>
</table>

**Schedule 2 - Motor Cycle Allowances**

<table>
<thead>
<tr>
<th>Distance travelled during a year on Official Business</th>
<th>Rate¢/km</th>
</tr>
</thead>
<tbody>
<tr>
<td>All areas of the State</td>
<td>30.5</td>
</tr>
</tbody>
</table>

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

11. - SPECIAL RATES AND PROVISIONS

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

Rate per week  $  
(a) Cleaners required to clean up to 10 closets per day  6.60  
(b) Cleaners required to clean between 11 and 20 closets per day  13.10  
(c) Cleaners required to clean 21 or more closets per day  19.80

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

(2) Employees called upon outside the ordinary working hours to wash towels shall be paid $4.65 per dozen for ordinary towels, and $3.35 per dozen for dusters, hand towels and tea towels.

(3) All materials and appliances required in connection with the performance of the employee's duties shall be supplied by the employer.
Any employee who is required to work in the rain shall be provided with suitable protective clothing without charge by the employer.

Any employee who, during the course of his duty may become unreasonably wet shall be provided with protective footwear without charge by the employer.

Subject to the provisions of this clause, employees who perform work of an exceptionally dirty nature shall be supplied with suitable protective clothing.

Rubber gloves shall be made available by employers on request from employees who are required to clean lavatories or use injurious acids and/or injurious substances.

The protective clothing supplied pursuant to this clause shall remain the property of the employer. The loss of such protective clothing due to any cause arising out of the neglect or misuse by an employee shall be a charge against the wages of the employee provided that no charge shall be made in respect of reasonable wear and tear.

In the event of a dispute concerning the issue of protective clothing as provided for in this clause, the matter shall be referred to a Board of Reference.

An employee shall not be required to work from the top of a ladder more than 3.5 metres long which rests on the ground or floor level unless provided with an assistant.

When window cleaning is done from a ladder and any portion of a window to be cleaned is more than seven metres from the nearest horizontal plane, the employee shall be paid an allowance of 5 cents per window.

The allowance prescribed herein shall not be paid where adequate safety appliances are supplied. Where such appliances are supplied they must be used by the employee.

Employees who are required to work their ordinary hours each day in two shifts and where the break between the two shifts is not less than three hours, shall be paid an allowance of $4.15 per day.

An employee who is required to open and close classrooms, halls and other school facilities for any activities authorised by the School Principal, shall be paid an allowance according to the following scale:

<table>
<thead>
<tr>
<th>$ Per Day</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Evening - Monday to Friday</td>
<td></td>
</tr>
<tr>
<td>Up to 40 rooms per week</td>
<td>7.20</td>
</tr>
<tr>
<td>41 rooms to 100 per week</td>
<td>10.70</td>
</tr>
<tr>
<td>Over 100 rooms per week</td>
<td>14.20</td>
</tr>
<tr>
<td>Saturdays and Sundays</td>
<td>14.20</td>
</tr>
</tbody>
</table>

Uniforms or special staff dress required by the employer to be worn by employees shall be provided without charge by the employer.

Where practicable, suitable dressing accommodation shall be provided by the employer. Cleaning materials, tools and appliances shall not be kept in such rooms.

All employees shall be provided with the facilities for boiling water.

Employees shall be permitted to eat their meals in a convenient and clean place protected from the weather and employees shall remove all litter and foodstuffs after use.

In the event of a dispute concerning the provisions of this subclause, the matter shall be referred to a Board of Reference.
12. - PUBLIC 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 7 - Hours of this award.

13. - 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 subclause (3) shall not apply to proportionate leave on termination except where termination is a result of the termination of the employer's contract with the Ministry of Education. In such cases, proportionate payment shall be made.
(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 provisions 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 (l) of this clause there will be no accrual towards an Accrued Day Off as prescribed in subclauses (l) and (2) of Clause 7 - Hours of this award. Accrual towards an Accrued Day Off shall continue during any other period of annual leave prescribed by this clause.

14. - SICK LEAVE

(1) 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 is hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the employee or, failing agreement, shall be added to the employee's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions of Clause 13. - 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 13. - 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 68 of the Western Australian Industrial Gazette at pages 1-4, the paid sick leave standing to the credit of the employee at the date of transmission from service with the
transmitter shall stand to the credit of the employee at the commencement of service with the transmittee and may be claimed in accordance with the provisions of this clause.

(7) The provisions of this clause with respect to payment do not apply to employees who are entitled to payment under the Workers' Compensation 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 7 - 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 7 - 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.

15. - LONG SERVICE LEAVE

(1) Right to Leave

An employee shall be entitled to leave with pay in respect of long service as provided in this clause.

(2) Long Service

(a) The long service which shall entitle an employee to such leave shall be continuous service with the employer in accordance with the definition of long service provided in paragraph 2 of the Long Service Leave Provisions published in Volume 68 of the Western Australian Industrial Gazette.

(b) Employees, who have been absent from their employment without reasonable excuse when they should otherwise have been at work will have their anniversary date for long service leave extended by the period of unauthorised absence.

(3) Period of Leave

(a) The leave to which an employee shall be entitled or deemed to be entitled shall be as provided in this subclause.

(b) Subject to the provisions of paragraphs (e) and (f) of this subclause, where an employee has completed at least ten (10) years' service the amount of leave shall be:

(i) In respect of 10 years' service so completed - 13 weeks leave.

(ii) In respect of each 10 years’ service completed after such 10 years - 13 weeks leave.

(iii) On the termination of the employee's employment -

(aa) by death; or
(bb) in any circumstances, otherwise than by the employer for serious misconduct, in respect of the number of years' service with the employer completed since the employee last became entitled to an amount of long service leave, a proportionate amount on the basis of 13 weeks for ten years' service.

(c) Subject to the provision of paragraph (f) of this subclause, where an employee has completed at least seven years' service but less than ten years' service since its commencement and the employee's employment is terminated -

(i) by death; or

(ii) in any circumstances, otherwise than by the employer for serious misconduct, the amount of leave shall be such proportion of thirteen weeks' leave as the number of completed years of such service bears to ten years.

(d) In the cases to which the provisions of sub-paragraph (b)(iii) and paragraph (c) of this subclause apply the employee shall be deemed to have been entitled to and to have commenced leave immediately prior to such termination.

(e) An employee whose service with the employer commenced before 1 January 1990 and whose service should entitle the employee to long service leave under this clause shall be entitled to leave calculated on the following basis:

(i) For each completed year of service commencing before 1 October 1964, an amount of leave calculated on the basis of 13 weeks' leave for 20 years' service; and

(ii) For each completed year of service in the period commencing on or after 1 October 1964 and concluding 31 December 1989, an amount of leave calculated on the basis of 13 weeks' leave for 15 years' service; and

(iii) For each completed year of service commencing on or after 1 January 1990 an amount of leave calculated on the basis of 13 weeks' leave for ten years' service.

Provided that such employee shall not be entitled to long service leave until the employee's completed years of service entitle the employee the amount of long service leave prescribed in either of sub-paragraphs (b)(i) or (ii) of this subclause as the case may be.

(f) An employee to whom the provisions of sub-paragraph (b)(iii) and paragraph (c) of this subclause apply whose service with the employer commenced before 1 January 1990 shall be entitled to an amount of long service leave calculated on the following basis:

(i) For each completed year of service commencing before 1 October 1964 an amount of leave calculated on the basis of 13 weeks leave for 20 years service; and

(ii) For each completed year of service in the period commencing on or after 1 October 1964 and concluding 31 December 1989 an amount of leave calculated on the basis of 13 weeks leave for 15 years service; and

(iii) For each completed year of service commencing on or after 1 January 1990 an amount of leave calculated on the basis of 13 weeks leave for 10 years service.

(4) Payment of Period of Leave

An employee shall be entitled to be paid for each week of leave to which the employee becomes entitled, or is deemed to have become entitled, at the rate applicable to the employee for the standard weekly hours which are prescribed by this award, but in the case of part-time employees shall be the rate for the number of hours usually worked up to but not exceeding the prescribed standard, but shall not include shift premiums, overtime, penalty rates, special rates and allowances, fares and travelling allowances or the like.
(5) **Taking Leave**

(a) In a case to which the provisions of sub-paragraph (b)(i) and (ii) of subclause (3) apply:

(i) Leave shall be granted and taken as soon as reasonably practicable after the right thereto accrues due or at such time or times as may be agreed between the employer and the employee or in the absence of such agreement at such time or times as may be determined by the Special Board of Reference having regard to the needs of the employer's establishment and the employee circumstances.

(ii) Except where the time for taking leave is agreed to by the employer and the employee or determined by the Special Board of Reference the employer shall give to an employee at least one month's notice of the date from which the employee's leave is to be taken.

(iii) Leave may be granted and taken in one continuous period or if the employer and the employee so agree in not more than three (3) separate periods in respect of the first thirteen (13) weeks' entitlement and in not more than two (2) separate periods in respect of any subsequent period of entitlement.

(iv) Any leave shall be inclusive of any public holidays specified in this award occurring during the period when the leave is taken but shall not be inclusive of any annual leave.

(v) Payment shall be made in one of the following ways:-

   (aa) in full before the employee goes on leave; or

   (bb) in any other way agreed between the employer and the employee.

(vi) Where any periods of annual leave, long service leave or deferred accrued days off are taken together, the deferred accrued days off shall be deemed to have been taken first followed by the annual leave.

(b) In the case to which the provisions of sub-paragraphs (b)(iii) or (c) of subclause (3) apply and in any case in which the employment of the employee who has become entitled to leave under this clause is terminated before such leave is taken or fully taken the employer shall, upon termination of the employee's employment otherwise than by death pay to the personal representative of the worker upon request by the personal representative, a sum equivalent to the amount which would have been payable in respect of the period of leave to which the employee was entitled or deemed to have been entitled and which would have been taken but for such termination. Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave under this clause.

(6) **Granting Leave in Advance and Benefits to be Brought into Account**

(a) Subject to paragraph (c) of this subclause, the employer may by agreement with an employee allow leave to such an employee before the right thereto has accrued due, but where leave is taken in such case the employee shall not become entitled to any further leave pursuant to this clause in respect of any period until after the expiration of the period in respect of which such leave had been taken before it accrued due.

(b) Where leave has been granted to an employee pursuant to the preceding paragraph before the right thereto has accrued due, and the employment subsequently is terminated, the employer may deduct from whatever remuneration is payable upon the termination of the employment such amount as represents payment for any period for which the employee has been granted long service leave to which the employee was not at the date of termination of the employee's employment or prior thereto entitled.
(c) Proportionate leave may be granted to an employee after ten (10) years service and every five (5) years thereafter.

(7) **Adjustment for Leave**

In the event that an employee's service is, subject to paragraph (d) of subclause (2) of this clause, not continuous in that the employee has had absences from employment which do not count as service and the employee has previously made arrangements for utilizing the employee's long service leave, long service leave may be granted at the employee's unadjusted anniversary date (which in most instances will be the anniversary of the employee's commencement date with the employer) provided that the payment for long service leave is reduced proportionately to reflect the difference in service between the employee's unadjusted anniversary date and what would have been the employee's entitlement date for the purposes of this clause.

Notwithstanding paragraph (b) of subclause (3) of this clause the adjustment for the purposes of this paragraph shall be calculated on a daily basis. [For example, if the leave entitlement is 13 weeks for 10 years' service, the adjustment would be made on the basis of deducting 11.4 minutes for each day of absence which does not break continuity of service, but does not count as service. The unpaid portion of the long service leave shall not break continuity of service but shall not count as service.]

### 16. **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 to 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, workers' compensation, leave without pay or on a public holiday.

### 17. **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 purposes 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 twelve 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 the 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 provisions 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.
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.

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.

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

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

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 7 - 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 7 - Hours of this award.

18. - 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 the 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.

The time and wages record shall be open for inspection by a duly accredited official of the Union during the usual office hours, at the employer's office or other convenient place, and the accredited official shall be allowed to take extracts therefrom. The employer's works shall be deemed to be 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. The inspection of the records is to be conducted in such a manner that it does not interfere unduly with the conduct of the employer's business.

(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/her 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/her age he/she 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 was entitled he/she 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.

19. - 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 7. - 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 7. - Hours of this award for their class of work.

2. When an employee is employed under the provisions of this clause, he/she 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 hours.

20. - WAGES

1. (a) The minimum weekly rate of wage payable to cleaners covered by this award shall be:

<table>
<thead>
<tr>
<th>Base Rate</th>
<th>Arbitrated Safety Net Adjustments</th>
<th>Wages per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cleaners</td>
<td>$377.40</td>
<td>$747.80</td>
</tr>
</tbody>
</table>

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

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

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

2. A casual employee shall receive 20% of the ordinary rate in addition to the ordinary rates prescribed herein for his/her class of work.

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:

- Cleaner In Charge of a High School: $24.80 per week
- Cleaner In Charge of a TAFE College:
  - 35 hours or less: $74.20 per week
  - 35 hours or more: $99.00 per week

21. - LOCATION ALLOWANCE

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>$21.00</td>
</tr>
<tr>
<td>Argyle</td>
<td>$56.20</td>
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<tr>
<td>Balladonia</td>
<td>$21.60</td>
</tr>
<tr>
<td>Barrow Island</td>
<td>$36.60</td>
</tr>
<tr>
<td>Town</td>
<td>Allowance</td>
</tr>
<tr>
<td>-----------------------</td>
<td>-----------</td>
</tr>
<tr>
<td>Boulder</td>
<td>$8.90</td>
</tr>
<tr>
<td>Broome</td>
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</tr>
<tr>
<td>Bullfinch</td>
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</tr>
<tr>
<td>Carnarvon</td>
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</tr>
<tr>
<td>Cockatoo Island</td>
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</tr>
<tr>
<td>Coolgardie</td>
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</tr>
<tr>
<td>Cue</td>
<td>$21.60</td>
</tr>
<tr>
<td>Dampier</td>
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</tr>
<tr>
<td>Denham</td>
<td>$17.30</td>
</tr>
<tr>
<td>Derby</td>
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</tr>
<tr>
<td>Esperance</td>
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</tr>
<tr>
<td>Eucla</td>
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</tr>
<tr>
<td>Exmouth</td>
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</tr>
<tr>
<td>Fitzroy Crossing</td>
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<tr>
<td>Halls Creek</td>
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<tr>
<td>Kalbarri</td>
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<td>Karratha</td>
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<td>Kununurra</td>
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<tr>
<td>Laverton</td>
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<tr>
<td>Learmonth</td>
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<tr>
<td>Meekatharra</td>
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</tr>
<tr>
<td>Mundrabilla</td>
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</tr>
<tr>
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<tr>
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<tr>
<td>Onslow</td>
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<tr>
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<tr>
<td>Ravensthorpe</td>
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<tr>
<td>Roebourne</td>
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<td>Sandstone</td>
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<td>Shark Bay</td>
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<td>Southern Cross</td>
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<tr>
<td>Wickham</td>
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<td>Wiluna</td>
<td>$21.30</td>
</tr>
<tr>
<td>Wyndham</td>
<td>$52.70</td>
</tr>
</tbody>
</table>

(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.

22. - HIGHER DUTIES
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.

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 7 - Hours of this award.

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

23. - CONTINUITY OF ENTITLEMENT

Subject to the following, where an employee is employed by a contractor to continue cleaning a school and that employee was previously employed by a different contractor to clean the same school, the employment with the outgoing contractor shall count and be deemed to be continuous for the purposes of calculating entitlement to sick leave and long service leave under this award.

The provisions of this clause apply only from 1 March 1990.

The outgoing contractor shall furnish to the Ministry of Education and to the incoming contractor details of the sick leave entitlement and service for long service leave purposes.

Employment shall be deemed to be continuous at a change of contract if there is a break in continuity of employment of less than one month.

When an employee's sick leave entitlement with a current employer is fully used, the employee may then claim payment for further absences against any entitlements accrued with a former employer.

24. - POSTING OF AWARDS AND NOTICES

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.

The accredited union representative shall not be prevented from posting any notices 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.

25. - NO REDUCTION

Nothing contained herein shall in itself operate so as to reduce the wages of any employee who at the date of this award is being paid above the minimum rate prescribed for his or her class of work.

26. - DELETED

27. - DISPUTES 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 Disputes 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 work place needs to be maintained, employees of a contractor shall carry out essential cleaning of toilets, foods 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.

28. - BREAKDOWN

(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.

29. - 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.

30. - ROSTERED DAY OFF (38 HOUR WEEK)

(1) There will be no rostered day off duty applicable to employees whilst on long service leave nor any credit accumulated for such periods of leave.

(2) Where an employee is rostered off duty on a particular day, they will not be entitled to claim either sick leave or compassionate leave in substitution for the rostered day off.

(3) An employee on workers' compensation:

   (a) For a period of less than one complete 20-day work cycle shall accrue time towards a rostered day off.

   (b) For periods of one or more complete 20-day work cycles shall not accrue time towards a rostered day off.

   (c) For a period of less than one complete 20-day work cycle and a rostered day off falls within the period, the employee will not be re-rostered for an additional day off.

(4) An employee shall accrue an entitlement of 24 minutes per day whilst on sick leave towards a rostered day off. However, the employee's sick leave entitlement will be debited by eight hours.

(5) No higher duties allowances will be payable to employees when required to act in another position whilst the permanent occupant is on a rostered day off duty.
(6) There will be no entitlement to payment for time accrued towards a rostered day off on either termination or dismissal, nor will there be any requirement to accumulate a full credit prior to being entitled to a rostered day off.

(7) Implementation of the 38 hour week for full-time employees shall be applied to part-time employees on a proportional basis.

(8) Any dispute concerning rosters shall be referred to a meeting of the employer and the union.

(9) There will be no rostered days off duty applicable to employees whilst on leave without pay.

31. - SUPERANNUATION

The superannuation provisions contained herein operate subject to the requirements of the hereinafter prescribed provision titled - Compliance, Nomination and Transition.

The provisions of the Contract Cleaning (FMWU) Superannuation Award No. A 3 of 1988 shall apply mutatis mutandis to all employees covered by this award.

Compliance, Nomination and Transition

Notwithstanding anything contained elsewhere herein which requires that contribution be made to a superannuation fund or scheme in respect of an employee, on and from 30 June 1998 -

(a) Any such fund or scheme shall no longer be a complying superannuation fund or scheme for the purposes of this clause unless -

   (i) the fund or scheme is a complying fund or scheme within the meaning of the Superannuation Guarantee (Administration) Act 1992 of the Commonwealth; and

   (ii) under the governing rules of the fund or scheme, contributions may be made by or in respect of the employee permitted to nominate a fund or scheme;

(b) The employee shall be entitled to nominate the complying superannuation fund or scheme to which contributions are to be made by or in respect of the employee;

(c) The employer shall notify the employee of the entitlement to nominate a complying superannuation fund or scheme as soon as practicable;

(d) A nomination or notification of the type referred to in paragraphs (b) and (c) of this subclause shall, subject to the requirements of regulations made pursuant to the Industrial Relations Legislation Amendment and Repeal Act 1995, be given in writing to the employer or the employee to whom such is directed;

(e) The employee and employer shall be bound by the nomination of the employee unless the employee and employer agree to change the complying superannuation fund or scheme to which contributions are to be made;

(f) The employer shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by a employee;

Provided that on and from 30 June 1998, and until an employee thereafter nominates a complying superannuation fund or scheme -

(g) if one or more complying superannuation funds or schemes to which contributions may be made be specified herein, the employer is required to make contributions to that fund or scheme, or one of those funds or schemes nominated by the employer;
(h) if no complying superannuation fund or scheme to which contributions may be made be specified herein, the employer is required to make contributions to a complying fund or scheme nominated by the employer.

32. - 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.

(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.

(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

Berkeley Challenge, Lord Street, Perth W.A.  6000
Compact Cleaning Company, 2 Warri Road, City Beach W.A.  6015
Delron Cleaning Pty Ltd, 384 Oxford Street, Leederville W.A.  6007
Jastaine Pty Ltd, Trading as Jason Cleaning Service, 454 Scarborough Beach Road, Osborne Park W.A.  6017
Mastercare Property Services, 11 Church Street, Perth W.A.  6000
Quirks Property Services, 60 Guthrie Street, Osborne Park W.A.  6017
Western Office Cleaning Company, 46 Cargill Street, Victoria Park W.A.  6100
(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' (MINISTRY OF EDUCATION) AWARD 1990**

**NO. A 5 1981**

Delivered 22/02/90 at 70 WAIG 1339.

Section 93(6) Consolidation 30/06/97 at 77 WAIG 1831

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(1A. State Wage Principles)

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(1A. Statement of Principles - August 1996)

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(1A. Statement of Principles - November 1997)

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<td>24/09</td>
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<td>117/10</td>
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<td>95 WAIG 700</td>
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22. Higher Duties

23. Continuity of Entitlements

24. Posting of Awards and Notices

25. No Reduction

(26. Deduction of Union Subscriptions)

26. Deleted

27. Disputes Settlement Procedure

28. Breakdowns

29. Payment of Wages

30. Rostered Day Off (38 Hour Week)

31. Superannuation
32. Award Modernisation and Enterprise Consultation

Ins. cl. 1761/91 20/12/91 72 WAIG 297

Appendix - Resolution of Disputes Requirements

Ins. Appendix 693/96 16/07/96 76 WAIG 2768
App 2053/97 22/11/97 77 WAIG 3079

Schedule A - Parties to the Award

Ins. Sch 533/93 05/05/93 73 WAIG 1650
Text 906/99 27/08/99 79 WAIG 3032
Ins. Sch. 680/00 14/11/00 80 WAIG 5555

(Schedule of Respondents)
Retitle 533/93 05/05/93 73 WAIG 1650

Schedule B - Respondents

Del. Resps 76/80 pt 244 01/02/99 79 WAIG 834
Ins. Sch 1431/98 13/09/00 80WAIG4334
Sch. 1431/98 20/12/00 81 WAIG 35
Quash Decisions 1431/1998 IAC8/00 08/02/01 81 WAIG 769

Appendix - S.49B - Inspection of Records Requirements

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