

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1988
s.99 notifications of industrial disputes

The Building Workers' Industrial Union of Australia and others

and

Master Builders Construction and Housing Association and others
(C No. 20993 of 1990)

Construction Forestry and Mining Employees Union

and

AMI Shopfitters Pty Limited and others
(C No. 21150 of 1992)

Construction, Forestry, Mining and Energy Union

and

ALMOD Pty Limited and others
(C No. 21712 of 1992)

The Amalgamated Society of Carpenters and Joiners of Australia

and

ALMOD Pty Limited and others
(C No. 32095 of 1992)

s.113 applications for variations

The Building Workers' Industrial Union of Australia
(C No. 20543 of 1990)

THE TERRAZZO AND CONCRETE CASTING (SOUTH AUSTRALIA) AWARD(1)
(ODN C No. 03294 of 1975)

The Building Workers' Industrial Union of Australia and
The Australian Chamber of Manufactures
(C Nos 20544 of 1990 and 31220 of 1992)

THE CARPENTERS AND JOINERS AWARD, 1967(2)
(ODN C No. 01553 of 1965)

The Building Workers' Industrial Union of Australia
(C No. 20545 of 1990)

BUILDERS LABOURERS (MIXED INDUSTRIES) AWARD 1988(3)
(ODN C No. 05176 of 1986)

(1)Print D2205 [T099]; (1977) 185 CAR 021 (2)Print J4787 [C001]
(3)Print H1086 [B011]

2 NATIONAL JOINERY AND BUILDING TRADES PRODUCTS AWARD 1993 [N183]

The Building Workers' Industrial Union of Australia
(C No. 20546 of 1990)

THE JOINERS (NEW SOUTH WALES) AWARD(4)
(ODN C No. 01099 of 1977)

The Building Workers' Industrial Union of Australia
(C No. 20547 of 1990)

PREFABRICATED BUILDING (OFF-SITE) AWARD, 1978(5)
(ODN C No. 03312 of 1978)

The Building Workers' Industrial Union of Australia
(C No. 20548 of 1990)

THE STONEMASONS AWARD (VICTORIA) 1968(6)
(ODN C No. 00133 of 1967)

Amalgamated Society of Carpenters and Joiners of Australia
(C No. 31071 of 1990)

CARPENTERS AND JOINERS (NEW SOUTH WALES) AWARD 1961/1976(7)
(ODN C No. 00465 of 1961)

NATIONAL JOINERY AND BUILDING TRADES PRODUCTS AWARD

Building workers Building, metal and civil
construction industries

COMMISSIONER GRIMSHAW SYDNEY, 10 FEBRUARY 1993

AWARD

1 - TITLE

This minimum rates Award shall be known as the National Joinery and
Building Trades Products Award 1993.

2 - ARRANGEMENT

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(5) Print D8902 [P085]; (1979) 219 CAR 360

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(7) Print G2674 [C006]

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3 - LOCALITY

This award shall apply in the states of Victoria, South Australia, Queensland, Tasmania, Western Australia and New South Wales, excluding the County of Yancowinna.

4 - PERIOD OF OPERATION

This Award shall come into operation from the beginning of the first full pay period to commence on and from 14 January 1993 and shall remain in force for a period of six months.

5 - PREVIOUS AWARDS SUPERSEDED

5.1 In relation to the employment by respondent employers of employees subject to the scope and provisions of the Award, this Award shall supersede The Terrazzo and Concrete Casting (South Australia) Award, The Carpenters and Joiners, Award 1967, The Joiners (New South Wales) Award, Prefabricated Building (Off-site) Award, 1978, and Carpenters and Joiners (New South Wales) Award 1961/76, and any roping-in awards made pursuant to the awards so identified.

5 - Previous awards superseded - contd

5.2 In the making of this Award pursuant to the Structural Efficiency Principles no employee shall suffer any loss of weekly or ordinary time rates or reduction in conditions of employment as a result of the making of this Award. For the purpose of this subclause any employee terminated and then re-employed by the same employer for the purpose of circumventing this provision shall be reemployed on the same classification.

5.3 Any dispute arising out of the making of this Award shall, if the parties are unable to reach agreement, be referred to the Australian Industrial Relations Commission for settlement.

5.4 Leave is reserved to include The Stonemasons Award (Victoria) 1968 and the Builders Labourers (Mixed Industries) Award 1988 in this consolidated award.

6 - SCOPE

6.1 Subject to the exceptions and modifications contained herein, this minimum rates award applies to the employment of persons in the classifications contained in clause 9 - Rates of pay, hereof, engaged on joinery work (as defined), shopfitting (as defined), construction work (as defined), maintenance (as defined), precast concrete manufacturing (as defined), prefabricated buildings (as defined), and in a mixed industry (as defined).

6.2 This award shall not apply to the following:

(a) (i) In Queensland, to the construction or repair of wharves, jetties, piers or bridges covered by and subject to the provisions of the Civil Construction, Operations and Maintenance General Award-State.

(ii) Elsewhere, the construction or repair of wharfs, jetties, piers, bridges, other than construction or repair of wharfs, jetties, piers or bridges which are wholly or substantially built of concrete and in respect of which the performance of formwork requires the exercise of a substantial amount of the knowledge and skill of a tradesperson carpenter.

(b) the making of agricultural implements

(c) the work of ship carpenters and ship joiners or of seagoing carpenters on articles.

6.3 (a) The operation of this award shall not have application to respondent employers of the Timber Industry Award 1990 or any subsequent Award made therefrom other than to the extent in which the awards this award supersedes applied prior to the making of this award.

(b) Notwithstanding the exemption set out in (a) of this subclause, the terms and conditions of this award shall not apply to the following classifications of work within the skill levels set out in the Timber Industry Award 1990 :

6 - Scope - contd

wood machinists, sawdoctors, saw sharpeners, sawyers, assemblers, wall frame and roof truss assemblers, tailer out, order persons, forklift drivers, labourers, primers for any reason, estimators and other related classifications;

in regard to respondent employers of the Timber Industry Award 1990 or any subsequent Award made therefrom.

6.4 This award shall only apply to :

Atco Structures [W.A.], 25 Wellard St., Bibra Lake,
W.A., 6163
Durabuilt Homes, Lot 15, Truganina Road, Malaga, W.A., 6062

with respect to the classifications of Prefab Setter, Prefab Tradesperson, Painter, Assembler A and Assembler B found in paragraph 9.1(c).

6.5 (a) This award shall only apply to Her Majesty the Queen in right

of the State of South Australia with respect to the classifications (as defined) of Joiner-Setter Out, Carpenter and Joiner, Carpenter and/or Joiner, Joiner, Assembler A, Assembler B, and General Hand.

(b) Her Majesty the Queen in right of the State of South Australia shall be exempt from clauses 17 Hours, 18 Rest Periods, Meal and Crib Time, 19 Overtime and Special Time, 21 Public Holidays and Holiday Work, 22 Shift Work, 23 Meal Allowance, 24 Annual Leave, 25 Sick Leave, 26 Parental Leave, 27 Termination of Employment, 29 Redundancy, 32 Bereavement Leave, 33 Jury Sevice, 38 Payment of Wages, 47 Allowances for Distant Jobs and 48 Superannuation.

7 - PARTIES AND PERSONS BOUND

This Award shall apply to and be binding upon:

7.1 The Construction, Forestry, Mining and Energy Union, The Operative Painters and Decorators Union of Australia, and the Federation of Industrial, Manufacturing and Engineering Employees, and the officers of the foregoing organisations and their members employed by the employers listed in the schedules to this award, and

7.2 Members of the employer organisations listed in schedule A and the employers listed in schedule B to this award in respect to their employees within the classifications contained in this Award whether members of the organisations in subclause 7.1 of this Clause or not.

7.3 Provided that, notwithstanding anything elsewhere prescribed in this award, this award shall not apply to the Federation of Industrial,

Manufacturing and Engineering Employees, its officers and members in the states of Queensland and Western Australia.

8 - DEFINITIONS

8.1 "Assembler A" means an employee who in manufacturing any article is:

or (a) wholly engaged in assembling prepared pieces of timber other material (which is dressed, morticed, tenoned or otherwise prepared by machining) by cramping, nailing, screwing, gluing or fastening in any way.

other than (b) not responsible for the dimensions of the article by checking with gauges or other measuring instruments but may be required to trim, dress and/or sand such prepared articles (excepting the fitting of joints) is in accordance with instructions given by a tradesperson.

8.2 "Assembler B" means an employee engaged exclusively on repetitive assembly of joinery components on any automatic, semi-automatic or single purpose machine and whose work may include:

article (a) the repetitive assembling of component parts of any in predetermined positions in which no fitting or adjustment is required.

fasteners, (b) the attachment of accessories, such as window casement stays or balances, to articles in predetermined prepared positions provided that no such employee shall be responsible for the setting up of machinery or the dimension of the products.

8.3 "Carpenter and joiner" means an employee employed as a carpenter and/or joiner upon shopfitting work or construction work (as defined), or maintenance (as defined), or precast concrete manufacturing (as defined) and upon any work ordinarily performed by carpenters and/or joiners in any workshop, establishment or yard not located as an "on-site" building project. Without limiting the generality of the foregoing,

joiner (a) in N.S.W., Victoria and South Australia the work of a shall include a trade joiner employed in a joinery shop (as defined) engaged in cutting and glazing all types of glass up to and including 6.35 millimetres in thickness,

(b) in N.S.W. the work of carpenters may include:

(i) work in connection with prefabricated units;

(ii) the marking out, lining, plumbing and levelling of steel formwork and supports thereto;

boxing;

(iii) the stripping of steel formwork shutters or

(iv) the erection of curtain walling and the fixing of
external wall cladding;

(v) the erection of metal windows or doors;

8 - Definitions - contd

(vi) the manufacture, installation, alteration and/or repair of shopfronts, showcases, exhibitors' stands, and interior fittings and fixtures in or on buildings, and the erection or installation of partitions, including the insertion of glass panels where the glass is 6.35mm or less in thickness by beads or moulds or other dry glazing methods;

(vii) precutting or prefabricating of buildings, including the actual erection of a building using prepared sections or components;

8.4 "Casual Employee" means an employee who is engaged and paid as such.

8.5 "Commission" means the Australian Industrial Relations Commission.

8.6 "Confined Space" means a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation.

8.7 "Construction Work" shall include, without being limited to, the erection, ornamentation, repair, demolition, renovation and maintenance, other than maintenance as defined in subclause 8.17 hereof, of buildings and or structures, including the making, preparing, assembling or fixing of all woodwork and fittings in connection therewith; the making, preparing, assembling and fixing of any material necessitating the use of trade tools or machines, and the prefabricating of a building in an open yard.

8.8 "Employee" means a person employed under the terms and conditions of this Award.

8.9 "Factory Hand" means an employee in South Australia engaged in precast concrete manufacture who is responsible for cleaning the work area as necessary, loading of trucks, general labouring (including stoning down and bagging) and assisting other production workers other than as a "Factory Hand".

8.10 "Joiner" means a person employed in N.S.W. as a tradesperson joiner and includes a tradesperson employed in a joinery shop engaged in cutting and glazing all types of glass up to and including 6.35 millimetres in thickness.

8.11 "Joiner Setter Out" means a tradesperson joiner engaged in interpreting working drawings or plans, computing quantities, selecting materials and marking out components required for manufacture to a specific design.

8.12 "Joiner Special Class" means an employee employed in N.S.W. on complex, intricate, special or detail work as a normal part of their duties.

8.13 "Joinery shop" means any establishment wherein joinery work is

performed, provided such establishment is not located on an 'on-site' construction project or within a mixed industry (as defined).

8.14 "Joinery Work" means all work performed in a joinery shop (as defined) of the classifications contained in this award, and includes the preparation, decoration and assembling of joinery or building components in timber or other recognised building and joinery material in the shop, factory or yard of the respondent employers named in the schedules of respondents.

8 - Definitions - contd

8.15 "Leading hand" means an employee responsible for directing and/or supervising the work of other persons.

8.16 "Machinist (Precast Concrete Manufacture)" means an employee who sets up and operates a machine for the polishing of all kinds of compositions, reconstituted stone or granite, terrazzo or similar compositions to a specified surface in a factory.

8.17 "Maintenance" means small carpentry, repair and renovation work.

8.18 "Mixed Industry" means an employer's enterprise in Tasmania, Victoria and South Australia carried on for the purpose of the production, treatment, distribution or provision of articles, goods, merchandise and materials not mainly attributable to or mainly dependent on the work performed by employees covered by this award. Provided that this definition shall not extend to the employees engaged on construction work (as defined). For the purposes of this provision, 'enterprise' means any factory, depot, premises or other place of the employer at which employees normally report for work or for the location of work or from which work is normally allocated to employees. Provided that any one or more such factories, depots, premises or other places of the employer in the same immediate vicinity shall be counted as one establishment. Further for the purposes of this provision, 'employees' shall mean all employees in any capacity excepting administrative, sales and clerical employees.

8.19 "Operator of Explosive Powered Tools" means an employee qualified in accordance with the laws and regulations of the respective State to operate explosive powered tools.

8.20 "Outside work" means erection or assembly work performed on prefabricated buildings at the employers' premises outside of enclosed factory buildings.

8.21 "Painter" means in the states of Western Australia, Queensland and Victoria an employee engaged in any manner whatsoever in the painting and/or decorating of or in connection with all buildings and structures, including prefabricated buildings and structures, plant, machinery and equipment (commercial, residential, industrial or otherwise) and any prefabricated or prepared parts of buildings and structures.

8.22 "Precast Concrete Manufacturing" means in South Australia all work performed in the preparation, or casting and/or machining of re-constituted granite, terrazzo, marble, mosaic or precast articles.

8.23 "Prefab Setter" means an employee computing or estimating quantities or setting out material or rods from a plan, or setting up guides, jigs or machinery for fixing hardware or for the repetitive production of building modules, sections or components.

8.24 "Prefab Tradesperson" means in the states of Western Australia, Queensland and Victoria any tradesperson, carpenter, joiner, or machinist

employed on the work of pre cutting or prefabricating buildings and shall include employees engaged on the actual erection of the building using prepared sections or components.

8.25 "Prefabricated Building" means any building which is prefabricated in sections, modules or panels at a factory or yard prior to erection or siting in a permanent or semi-permanent position, including buildings or sections supplied in kit form.

8 - Definitions - contd

8.26 "Setter Out" means in Victoria and South Australia a tradesperson joiner engaged in interpreting working drawings or plans, computing quantities, selecting materials and marking out components required for manufacture to a specific design.

8.27 "Shopfitting" means the manufacture, installation, alteration, and/or repair of shopfronts, showcases, partitions involving wrap around glazing, partitions (including the insertion of glass panels where the glass is 6.35 millimetres or less in thickness, by beads or moulds or other dry glazing methods), exhibitor's stands, and interior fittings and fixtures in or on buildings, other than small carpentry repair and renovation work carried out by a carpenter or joiner employed in a mixed industry (as defined).

8.28 "Shop work" or "Factory work" means any work performed in a workshop or factory or yard not located as an on site construction project.

8.29 "Terrazzo Assistant" means in South Australia an employee not being a labourer or recognised tradesperson, who under supervision, is engaged as a steel fixer, concrete finisher or general machinist on concrete and terrazzo cast articles and/or precast terrazzo in slab or veneer form.

8.30 "The Act" means the Industrial Relations Act 1988, as it may be amended from time to time.

8.31 "Tradesperson (precast concrete manufacturing)" means an employee in South Australia (other than a carpenter and joiner) engaged on, and capable of, working direct from drawings or specifications in the laying or finishing of mosaic, terrazzo or concrete castings, or when making or fixing precast terrazzo in slab or veneer form.

8.32 "Union" means the organisations set out in subclause 7.1 of this Award.

9 - RATES OF PAY

9.1 Except as elsewhere provided in this Award, the minimum rates of pay payable to an adult employee (other than an apprentice) in a classification or class of work specified in paragraph (c) shall be the total of the base rate identified in paragraph (a) and the supplementary payment identified in paragraph (b) for the respective broadbanded group, plus where applicable the allowances prescribed in Clauses 9.2, 13, and 14 of this award.

(a) The base rates of pay for the broadbanded groups shall be as follows:

Broadbanded Group	Percentage %	Base rate \$ per week
Group 7	110.0	401.70

Group 6	105.0	383.50
Group 5	100.0	365.20
Group 4	92.4	337.40
Group 3	87.4	319.20
Group 2	82.0	299.50
Group 1	78.0	284.80

shall (b) The supplementary payments for the broadbanded groups
be as follows:

9 - Rates of pay - contd

Broadbanded Group	Percentage %	Supplementary
		Payment Per Week \$
Group 7	110.0	57.20
Group 6	105.0	54.60
Group 5	100.0	52.00
Group 4	92.4	48.10
Group 3	87.4	45.40
Group 2	82.0	42.50
Group 1	78.0	40.60

(c) The classifications covered by this award and the appropriate broadbanded group for such classifications shall be as follows:

Classification	Broadbanded Group
Carpenter and/or Joiner (NSW)	6
Joiner-Setter Out (SA, VIC)	6
Joiner Special Class (NSW)	6
Prefab Setter (VIC, QLD, WA)	6
Carpenter and Joiner (SA, VIC, TAS)	5
Carpenter and/or Joiner (SA)	5
Joiner (NSW, SA, VIC)	5
Painter (VIC, QLD, WA)	5
Prefab Tradesperson (VIC, QLD, WA)	5
Tradesperson (Precast Concrete Manufacture SA)	5
Assembler A (NSW, SA, VIC, QLD, WA)	3/4
Machinist (Precast Concrete Manufacture SA)	4
Terrazzo Assistant (SA)	4
Assembler B (NSW, SA, VIC, QLD, WA)	2/3
Primer (SA, VIC)	3
General Hand (SA, VIC)	1
Factory Hand (SA)	1
Adult Trainee Terrazzo Worker (SA)	
First 6 months	1
Second 6 months	3
Second year	4

Provided that:

- (i) an employee currently classified as an Assembler A who is only required to perform the duties specified in subclause 8.1 shall be paid in accordance with broadbanded group 3. Where such employee performs a wider range of duties including those more complex tasks identified for broadbanded group 4, then such

employee shall be paid in accordance with broadbanded group 4.

who

(ii) an employee currently classified as an Assembler B

is only required to perform the duties specified in subclause 8.2 shall be paid in accordance with broadbanded group 2. Where such employee performs a

9 - Rates of pay - contd

wider range of duties including those more complex tasks identified for broadbanded group 3, then such employee shall be paid in accordance with broadbanded group 3.

(d) The interim definitions and skill descriptions of the broadbanded groups are contained in Appendix A of this award.

9.2 A person specifically appointed to be a leading hand (as defined) shall be paid at the rate of the undermentioned additional amounts above the rate of the highest classification supervised, or the employees own rate, whichever is higher, in accordance with the number of persons in the employees charge:

	Weekly Rate 38 Hours \$
(i) In charge of not more than 1 person	10.00
(ii) In charge of 2 and not more than 5 persons	22.30
(iii) In charge of 6 and not more than 10 persons	28.30
(iv) In charge of more than 10 persons	37.70

9.3 Location allowance (Western Australia)

Subject to the provisions of this subclause, in addition to the wages prescribed in clause 9 of this award, an employee in Western Australia shall be paid the following allowances when employed in the town described hereunder.

(i) Town	\$
Agnew	13.90
Argyle (see subclause x)	35.80
Balladonia	13.50
Barrow Island (see subclause xi)	23.30
Boulder	5.60
Broome	22.00
Bullfinch	6.60
Carnarvon	11.20
Cockatoo Island	24.20
Coolgardie	5.60
Cue	14.10
Dampier	19.00
Denham	11.20
Derby	22.90
Esperance	4.30
Eucla	15.40
Exmouth	19.60

Fitzroy Crossing	27.60
Goldsworthy	12.80
Halls Creek	31.30
Kalbarri	4.60
Kalgoorlie	5.60
Kambalda	5.60
Karratha	22.50
Koolan Island	24.20
Koolyanobbing	6.60

9 - Rates of pay - contd

Kununurra	35.80
Laverton	14.00
Learmonth	19.60
Leinster	13.90
Leonora	14.00
Madura	14.50
Marble Bar	34.00
Meekatharra	12.10
Mount Magnet	15.00
Mundrabilla	15.00
Newman	13.20
Norseman	11.60
Nullagine	33.90
Onslow	23.30
Pannawonica	17.90
Paraburdoo	17.70
Port Hedland	18.90
Ravensthorpe	7.40
Roebourne	25.80
Standstone	13.90
Shark Bay	11.20
Shay Gap	12.80
Southern Cross	6.60
Telfer	31.70
Teutonic Bore	13.90
Tom Price	17.70
Whim Creek	22.30
Wickham	21.80
Wiluna	14.20
Wittenoom	30.10
Wyndham	33.90

an (ii) Except as provided in paragraph (iii) of this subclause,
employee who has:

- (a) a dependent shall be paid double the allowance prescribed in paragraph (i) of this subclause.
- (b) a partial dependent shall be paid the allowance prescribed in paragraph (i) of this subclause plus the difference between that rate and the amount such partial dependent is receiving by way of a district or location allowance.

(iii) Where an employee:

- (a) is provided with board and lodging by his/her employer, free of charge.
- (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 allowance prescribed in paragraph (i) of this subclause.

9 - Rates of pay - contd

- (iv) Subject to paragraph (ii) of this subclause, 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.
- payment in (v) Where an employee is on annual leave or receives 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.
- approved (vi) Where an employee is on long service leave or other 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 district in which he/she is employed.
- (vii) For the purpose of this subclause:
- (a) "Dependant" shall mean:
- (i) a spouse or defacto spouse; or
- (ii) a child where there is no spouse or defacto spouse; who does not receive a district or location allowance.
- (b) "Partial Dependant" shall mean a "dependant" as prescribed in subparagraph (a) of this paragraph who receives a district or location allowance which is less than the location allowance prescribed in paragraph (i) of this subclause.
- (viii) Where an employee is employed in a town or location not specified in this subclause the allowance payable for the purpose of paragraph (i) of this subclause shall be such amount as may be agreed between Australian Mines and Metals Association, the Confederation of Western Australian Industry and the Trades and Labor Council of Western Australia or, failing such agreement, as may be determined by the Commission.
- Section (ix) Subject to the making of a General Order pursuant to 50 of the Industrial Relations Act 1979, by the Western Australian Industrial Relations Commission, 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 of 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 (10) cents.

at (x) The allowance prescribed for Argyle is equated to that Kununurra as an interim allowance. Liberty is reserved to the parties to apply for a review of the allowance for Argyle in the light of changed circumstances occurring after the date of this order.

9 - Rates of pay - contd

(xi) The allowance prescribed for Barrow Island shall be half the allowance prescribed by clause 8 of the Hydrocarbons and Gas (Production and Processing Employees) Award 1986, which at the date of this order is \$19.00 per week. Except for the location allowance prescribed under paragraph (i) the terms of this clause shall not apply where they are inconsistent with the terms of clause 8 of the Hydrocarbons and Gas (Production and Processing Employees) Award 1986.

9.4 Non Reduction of Rates (Precast Concrete Manufacture)

No employee shall incur a reduction in the hourly rate which applied prior to the commencement of the first full pay period commencing on or after 2 December 1991, as a result of the conversion from hourly hire to weekly hire.

9.5 Employees Engaged on Piecework (Precast Concrete Manufacture)

Engagement on a piecework basis may be entered into provided that:

- (i) Employees engaged on piecework shall be entitled to all of the conditions of employment prescribed in this award for employees on weekly hire.
- (ii) Piecework and piecework rates and conditions shall apply as prescribed in a Piecework Appendix to this award and not otherwise, except by way of a registered agreement between the employer or their organisation and the union.

10 - NO EXTRA CLAIMS

It is a term of this award (arising from the decision of the Australian Industrial Relations Commission in the National Wage Case of 16 April 1991, the terms of which are set out in Print J7400), that the unions will not pursue, prior to 1 November 1991, any claims award or overaward, except when consistent with that decision.

11 - AWARD MODERNISATION

(a) The parties are committed to modernising the terms of the award so that it provides for more flexible working arrangements, improves the quality of working life, enhances skills and job satisfaction and assists positively in the restructuring process.

(b) The parties commit themselves to the following principles as part of the structural efficiency process and have agreed to participate in a testing process in accordance with the provisions of this clause.

- (i) Acceptance in principle that the new award skill level

definitions will be more suitable for the needs of the industry, more truly reflective of skill levels and the tasks now performed and generally more broadly based, incorporating the ability for an employee to perform a wider range of duties where appropriate.

employees (ii) The parties will create a genuine career path for which allows advancement based on industry accreditation and access to training.

11 - Award modernisation (b) - contd

(iii) Co-operation in the transition from the old structure to the new structure in an orderly manner without creating false expectations or disputation.

(c) The parties agree that the working party will continue to meet the aim of modernising the award.

12 - STRUCTURAL EFFICIENCY

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

(b) The parties to this award recognise the diversity of activity in the industry and are committed to maintaining and enhancing the flexibility of operations, deployment and transfer of employees which have been traditional in the industry.

(c) An employee may be directed to carry out such duties, and use such tools as may be required, which are within the limits of the employee's skill, competence and training including but not limited by duties which are incidental and peripheral to the employee's main task or function.

(d) An employee may be directed to transfer to another job or location, or onto or off a building site at the discretion of the employer.

(e) An instruction issued by an employer pursuant to subclauses (c) and (d) hereof shall be consistent with the employer's responsibility to provide a health and safe working environment.

(f) Without limiting the rights of an employer or the union to arbitration, where any party seeks any measure which is designed to increase flexibility at the plant or enterprise which affects but is outside one or more award provisions such measure shall be subject to an application to vary the award made to the Australian Industrial Relations Commission.

Implementation of the measure shall be subject to the following requirements:

the changes sought shall not affect provision reflecting national standards.

the majority of employees directly affected by the change at the enterprise must genuinely agree to the change.

no employee shall have their ordinary time rate reduced as a result of the change;

the appropriate union must be a party to the agreement but

shall not unreasonably oppose any such agreement.

the agreement shall be subject to the approval of the Australian Industrial Relations Commission and, if approved, shall operate as an appendix to, or provision in, the award.

(g) Enterprises shall establish consultative mechanisms and procedures appropriate to their size, structure and needs for consultation and negotiation on matters affecting their efficiency and productivity.

13 - INDUSTRY ALLOWANCE

13.1 In addition to the rates prescribed in subclause 9.1, an employee engaged on joinery work (as defined) in NSW shall be paid an allowance at the rate of \$15.60 per week to compensate for the disabilities associated with the industry.

13.2 In addition to the rates prescribed in subclause 9.1, an employee engaged on construction work (as defined), shopfitting (as defined, but only "on-site" in South Australia), precast concrete manufacture (as defined) and outside work (as defined) shall be paid an allowance at the rate of \$15.60 per week to compensate for the following disabilities associated with construction work:

- types of
- (a) Climatic conditions when working in the open on all work.
- (b) The physical disadvantage of having to climb stairs or ladders.
- and
- (c) The disability of dust blowing in the wind, brick dust drippings from newly poured concrete.
- initial
- (d) Sloppy and muddy conditions associated with the stages of the erection of a building.
- (e) The disability of working on all types of scaffolds or ladders other than a swing scaffold, suspended scaffold or bosun's chair.
- factory work
- (f) The lack of the usual amenities associated with (e.g. meal rooms, change rooms, lockers).

13.3 The foregoing allowance shall be paid for all purposes of the award.

14 - TOOL ALLOWANCE

14.1 Employees shall be paid a tool allowance per week for all purposes of the award in accordance with the following table:

Classification	Per Week \$
Carpenter and/or joiner	
Carpenter and joiner	
Joiner special class	
Joiner-setter out	
Joiner	
Prefab setter	

Prefab tradesperson	16.70
Tradesperson (precast concrete manufacture)	13.80
Assembler A	4.90
Painter	4.10

14 - Tool allowance - contd

14.2 Provided that:

Where an employer makes a definite decision to provide a tradesperson's tools (and such decision is conveyed in writing to his/her employees) then such employer must provide ALL the tools reasonably required by the tradesperson to perform all the functions of his/her employment, and in such cases no tool allowance shall be payable. Further that in such cases:

- employer
- (i) an employee provided with tools of trade by the employer shall not be responsible for the loss of such tools where the loss is outside the control of the employee;
 - (ii) an employee provided with tools of trade by the employer shall replace all or any tools of trade lost due to the negligence of the employee, provided that where the tools of trade are locked in a secure location provided by the employer, or at the employer's premises, the employee shall not be held responsible for the loss.

This subclause, however, should not apply to employees employed as at 14 January 1993 or apprentices unless otherwise agreed between the parties.

15 - SPECIAL RATES

15.1 In addition to the rates otherwise prescribed in this Award, the following extra rates shall be paid:

(a) Insulation

An employee handling charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool or other recognised insulating material of a like nature or working in the immediate vicinity so as to be affected by the use thereof 44 cents per hour or part thereof.

(b) Hot work

where An employee working for more than one hour in the shade the temperature is raised by artificial means to between 46 and 54 degrees Celsius - 36 cents per hour or part thereof; exceeding 54 degrees Celsius - 44 cents per hour or part thereof.

Where work continues for more than two hours in such temperature exceeding 54 degrees Celsius, the employee shall be entitled to 20 minutes rest after two hours work without loss of pay, not including the special rate provided by this subclause.

The temperature shall be decided by the employer after consultation with the employee who claims the special rate.

(c) Cold work

An employee working for more than one hour in a place where the temperature is reduced by artificial means below 0 degree Celsius - 36 cents per hour or part thereof. Where such work continues for more than two hours, the employee shall be

15 - Special rates - contd

entitled to 20 minutes rest after every two hours work without loss of pay not including the special rate provided by this subclause.

(d) Confined space

defined) An employee required to work in a confined space (as

44 cents per hour or part thereof.

(e) Dirty work

An employee engaged in unusually dirty work shall be paid 36 cents per hour.

(f) Second hand timber

Where, whilst working with second hand timber, an employee's tools are damaged by nails, dumps or other foreign matter on the timber, the employee shall be entitled to an allowance of \$1.39 per day on each day upon which the employees tools are damaged, provided that no allowance shall be payable under this Clause unless it is reported immediately to the employer's representative on the job in order that the employee may prove the claim.

(g) Computing Quantities

Employees who are regularly required to compute or estimate quantities of materials in respect to the work performed by other employees shall be paid an additional \$2.58 per day or part thereof.

Provided that this allowance shall not apply to an employee classified and paid as a Leading hand or setter-out.

(h) Fumes

An employee required to work in a place where fumes of sulphur or other acid or other offensive fumes are present shall be paid such rates as are agreed upon between the union and the employer; provided that, in default of agreement, the matter may be referred to a Board of Reference for the fixation of a special rate.

Any special rate so fixed shall apply from the date the employer is advised of the claim and thereafter shall be paid as and when the fume condition occurs.

(i) Explosive powered tools

use

An operator of explosive powered tools who is required to use an explosive powered tool, shall be paid 84c for each day on which such a tool is used.

(j) Toxic substances

- (i) Employees required to use toxic substances shall be informed by the employer of the health hazards involved and instructed in the correct and necessary safeguards which must be observed in the use of such materials.

15 - Special rates - contd

with (ii) Employees using such materials will be provided and shall use all safeguards as are required by the appropriate Government authority or in the absence of such requirement such safeguards as are determined by a competent authority or person chosen by the Union and the employer.

like (iii) Employees using toxic substances or materials of a nature shall be paid 44 cents per hour extra. Employees working in a close proximity to employees so engaged shall be paid 36 cents per hour extra.

substances (iv) For the purpose of this subclause, toxic shall include epoxy based materials which include or require the addition of a catalyst hardener and reactive additives or twopack catalyst system shall be deemed to be materials of a like nature.

handling, (k) Heavy blocks
The employer shall provide mechanical means for the lifting and placing of heavy blocks or pay in lieu thereof the following allowances to employees engaged on such work:

Where the blocks weigh over 5.5kg and under 9kg-
36 cents per hour.

Where the blocks weigh 9kg or over up to 18kg-
63 cents per hour.

Where the blocks wight over 18kg-
90 cents per hour.

in An employee shall not be required to lift a building block excess of 20kg in weight unless such employee is provided with a mechanical aid or with an assisting employee; provided that an employee shall not be required to manually lift any building block in excess of 20kg in weight to a height of more than 4 feet (1.2m) above the working platform.

(l) Bagging
Employees engaged upon bagging brick or concrete structures shall be paid 33 cents per hour.

(m) Slushing

An employee engaged at `slushing' shall be paid 36 cents per hour.

(n) Spray application

An employee engaged on all spray applications carried out in other than a properly constructed booth, approved by the relevant State Authority shall be paid 36 cents per hour extra.

15 - Special rates - contd

(o) Swing scaffold

A payment of \$2.58 for the first four hours or any portion thereof, and 53c for each hour thereafter on any day shall be made to any person employed:

(i) on any type of swing scaffold or any scaffold suspended by rope or cable, bosun's chair, etc.

or (ii) on a suspended scaffold requiring the use of steel iron hooks or angle irons at a height of 6 metres or more above the nearest horizontal plane.

Provided that an apprentice with less than two years experience shall not use a swing scaffold or bosun's chair.

(p) Asbestos

to Employees required to use materials containing asbestos or work in close proximity to employees using such materials shall be provided with and shall use all necessary safeguards as required by the appropriate Occupational Health Authority and where such safeguards include the mandatory wearing of protective equipment (i.e. combination overalls and breathing equipment or similar apparatus) such employees shall be paid 44c per hour extra whilst so engaged.

(q) Hot bitumen

An employee handling hot bitumen or asphalt or dipping materials in creosote, shall be paid 44 cents per hour extra.

(r) Roof repairs

Employees engaged on repairs to roofs shall be paid 44 cents per hour.

(s) Scaffolding

certificate A tradesperson who is the holder of a scaffolding or rigging certificate issued by the relevant State Authority and is required to act on that certificate whilst engaged on work requiring a certificated person shall be paid an additional 36c per hour.

(t) Grindstone allowance

The employer shall make available for the use of joiners,

during working hours, a suitable grindstone or wheel together with power (hand or mechanically driven) for turning it. If a grindstone or wheel is not made available the employer shall pay to each joiner \$3.79 per week in lieu of same.

15 - Special rates - contd

(u) Mixed industry

The following is applicable to those employees employed in a mixed industry in Victoria, Tasmania and South Australia:

Wet Work

Employees working in any place where water is continually dripping on the employee so that clothing and boots become wet, or where there is water underfoot, shall be paid 36 cents per hour whilst so engaged.

Tower Allowance

An employee working on a chimney stack, spire, tower, radio or television mast or tower, air shaft (other than above ground in a multi-storey building) cooling tower, water tower or silo where the construction exceeds fifteen metres in height shall be paid for all work above fifteen metres, 36 cents per hour with 36 cents per hour additional for work above each further fifteen metres.

15.2 Conditions Respecting Special Rates

(a) The special rates prescribed in this clause shall be paid when incurred irrespective of the times at which work is performed and shall not be subject to any premium or penalty conditions.

(b) Where more than one of the above rates provides payments for disabilities of substantially the same nature then only the highest of such rates shall be payable.

16 - MIXED FUNCTIONS

16.1 Except as provided in subclause 16.2, an employee engaged for more than two hours during one day on duties carrying a higher rate than the employees ordinary classification shall be paid the higher rate for such day. If for two hours or less during one day the employee shall be paid the higher rate for the time so worked.

16.2 (a) Except as provided for in subclause 52.2, an employee engaged on renovation or structural alterations to the employers premises (which do not fall under the definition of maintenance), or away from the factory or yard on construction work (as defined), or on outside work (as defined), or fixing work on site (as defined), shall be paid in accordance with the rates, allowances and, where applicable, conditions of the National Building and

Construction Industry Award 1990 as varied from time to time.

16.2(a)

(b) An employee employed on work prescribed in subclause herein on any part of the day shall be paid as prescribed for the whole of that day. Where such entitlement occurs on three or more days in any pay week, such employee shall be paid as prescribed for the whole of that week.

17 - HOURS

- 17.1 (a) Except as provided elsewhere in this award the ordinary working hours shall be 38 or an average of 38 hours per week worked on the following basis:

Ordinary hours shall be worked as a twenty day, four week cycle of eight hours each on Monday to Friday inclusive, between the hours of 6.00 a.m. and 7.00 p.m. with 0.4 of one hour of each day worked accruing as an entitlement to take one day in each cycle as a rostered day off paid for as though worked.

Where it is agreed between employees, the appropriate union(s) and the employer that the one day off per cycle is not practicable then agreement may be reached in writing on an alternative method of implementing reduced hours, e.g.:

- (1) 38 hours within a work cycle not exceeding seven consecutive days; or
- (2) 76 hours within a work cycle not exceeding fourteen consecutive days; or
- (3) 114 hours within a work cycle not exceeding twenty-one consecutive days; or
- (4) 152 hours within a work cycle not exceeding twenty-eight consecutive days; or
- (5) any other work cycle during which a weekly average of 38 ordinary hours are worked as may be agreed; or
- (6) any other method mutually agreed between the employer, employees and branch secretary of the appropriate union(s).

by any (b) An employer shall employ a system of Rostered Days Off of the following methods:

- (i) by fixing one week day in a particular working cycle on which all employees will be off; or
- (ii) by rostering employees off on various days of the week in a particular work cycle so that each employee has one day off during that cycle; or

enterprise (iii) by any other method which best suites the and is agreed to by the employer and a majority of employees in the affected factory workshop or section

of the enterprise.

Provided that any existing arrangement shall not be altered without the agreement of a majority of employees in the affected factory workshop or section of the enterprise in which case the employer shall notify the appropriate union(s).

17 - Hours - contd

above (c) Where any rostered day off prescribed by paragraph (b) falls on a public holiday as prescribed in Clause 21 - Public Holidays and Holiday Work, the next working day shall be taken in lieu of the rostered day off unless an alternative day in that four week cycle or the next is agreed in writing between the employer and the employee.

off) and (d) Each day of paid leave taken (except a rostered day any holiday prescribed in clause 21 occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.

reason (e) An employee who has not worked, or is not regarded by of paragraph (d) above as having worked, a complete nineteen day four week cycle shall receive pro rata accrued entitlements for each day worked or regarded as having been worked in such cycle, payable for the rostered day off or, in the case of termination of employment, on termination.

with (f) Except where agreement has been reached in accordance subclause 17.1(a) and 17.1(b) above, the following procedure shall apply to work on rostered days off.

be The prescribed rostered day off or any substituted day may worked where that is required by the employer and such work is necessary to allow other employees to be employed productively or to carry out out-of-hours maintenance or because of unforeseen delays to a particular project or a section of it or for other reasons arising from unforeseen or emergency circumstances on a project, in which case, in addition to accrued entitlements, the employee shall be paid penalty rates and provisions as prescribed for Saturday work in Clause 20 - Weekend Work (but shall not be entitled to a day off in lieu thereof).

17.2 Alternative Working Arrangement

By due consultation and written agreement between the employer, the employees and/or the Branch Secretary of their appropriate union(s) ordinary hours of work may be altered from those allowed under this clause, clause 19, Overtime and special time, or clause 18, Rest periods, meals and crib times, to suit the needs of a particular enterprise, factory, workshop or section, subject to:

section of (a) the agreement of at least 60% of employees in the the enterprise, factory or work-shop affected by the change;

and

or

(b) no employee experiencing a loss of ordinary time pay status as a result of the alternative arrangement.

Such an arrangement shall, where there is an inconsistency with any term of the abovementioned clauses prevail over the clause or clauses to the extent of the inconsistency.

For the purposes of this subclause "Section" means a clearly identifiable production process.

18 - REST PERIODS, MEALS AND CRIB TIMES

18.1 There shall be a cessation of work and of working time for the purpose of a meal on each day of not less than thirty minutes to be taken no less than four hours and no later than six hours after the commencement of work. Existing arrangements may be varied by agreement and such agreement processed under the procedure prescribed in subclause 17.1(c) of this award.

18.2 There shall be allowed, without deduction of pay, a rest period of 10 minutes between 9.30 a.m. and 11.30 a.m.

18.3 When an employee is required to work overtime after the usual ceasing time for the day or shift for two hours or more, an employee shall be allowed to take, without deduction of pay, a crib time of 20 minutes in duration immediately after such ceasing time and thereafter, after each four hours of continuous work the employee shall be allowed to take also, without deduction of pay, a crib time of 30 minutes in duration. In the event of an employee remaining at work after the usual ceasing time without taking the crib time of 20 minutes and continuing at work for a period of two hours or more, the employee shall be regarded as having worked 20 minutes more than the time worked and be paid accordingly.

18.4 Where shift work comprises three continuous and consecutive shifts of eight hours each per day, inclusive of time worked for accrual purposes as prescribed in clauses 17 and 22, a crib time of 20 minutes in duration shall be allowed without deduction of pay in each shift, such crib time being in lieu of any other rest period of cessation of work elsewhere prescribed by this Award.

The provision of the above subclause shall not apply in the case of an employee who is allowed the rest period prescribed in clause 15.1 (b) and (c).

18.5 For the purposes of this clause "usual ceasing time" is at the end of ordinary hours inclusive of time worked for accrual purposes as prescribed in clause 17 or 22.

19 - OVERTIME AND SPECIAL TIME

19.1 All time worked beyond the ordinary time of work, inclusive of time worked for accrual purposes as prescribed in clause 17, shall be paid for at the rate of one and a half times ordinary rates for the first two hours thereof and at double time thereafter.

19.2 An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of three hours work at the appropriate rates for each time the employee is so recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three hours if the job he was recalled to perform is completed within a shorter period.

This subclause shall not apply in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside the ordinary working hours or where the overtime is continuous (subject to a

reasonable meal break) with the completion or commencement of ordinary working time.

19 - Overtime and special time - contd

19.3 If an employer requires an employee to work during the time prescribed by Clause 18 of this Award for cessation of work for the purpose of a meal, the employer shall allow the employee whatever time is necessary to make-up the prescribed time of cessation, and the employee shall be paid at the rate of double time for the period worked between the prescribed time of cessation and the beginning of the time allowed in substitution for the prescribed cessation time; provided, however, that the employer shall not be bound to pay in addition for the time allowed in substitution for the prescribed cessation time; and provided also that if the cessation time is shortened at the request of the employee to the minimum of 30 minutes prescribed in Clause 18 of this Award or to any other extent (not being less than 30 minutes) the employer shall not be required to pay more than the ordinary rates of pay for the time worked as a result of such shortening, but such time shall form part of the ordinary working time of the day.

19.4 Overtime work performed by shift workers employed on the second or third shifts of a day when two or three shifts are worked shall be paid for at twice the ordinary rates of payment.

19.5 No apprentice under the age of 18 years of age shall be required to work overtime or shift work unless the employee so desires. No apprentice shall, except in an emergency, work or be required to work overtime or shift work at times which would prevent attendance at Technical School, as required by any statute, award or regulation applicable to the employee.

19.6 When an employee, after having worked overtime and/or a shift for which the employee has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer shall provide the employee with conveyance to the employee's home or to the nearest public transport.

19.7 An employee who works so much overtime -

(a) (i) between the termination of the employee's ordinary work

on one day or shift, and the commencement of the employee's ordinary work on the next day or shift that the employee has not at least ten consecutive hours off duty between these times;

(ii) or on Saturday, Sundays and holidays, not being ordinary working days or on a rostered day off, without having had ten consecutive hours off duty in the twenty four hours preceding the employee's next ordinary day or shift

shall, subject to this subclause be released after completion

of such overtime until the employee has had ten hours off duty without loss of pay for ordinary working time occurring during such absence.

employee

(b) If on the instruction of the employer, such an employee resumes or continues to work without having had such ten consecutive hours off duty the employee shall be paid at double rates until the employee is released from duty for such period and the employee shall then be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

19 - Overtime and special time - contd

- case of
- (c) The provisions of this subclause shall apply in the
- shift workers as if eight hours were substituted for ten hours when overtime is worked:
- (i) For the purpose of changing shift rosters;
- or
- (ii) Where a shift worker does not report for duty and
- a day worker or a shift worker is required to replace such shift worker; or
- (iii) Where a shift is worked by arrangement between the employees themselves.

19.8 An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement except as provided for in subclause 19.5.

19.9 An employee who has worked continuously (except for meal or crib times allowed by this award) for 20 hours shall not be required to continue at or recommence work for at least 12 hours.

20 - WEEKEND WORK

20.1 Overtime worked on Saturdays shall be paid for at the rate of time and a half for the first two hours and double time thereafter, provided that all overtime worked after 12 noon on Saturday shall be paid for at the rate of double time.

20.2 All time worked on Sundays shall be paid for at the rate of double time.

20.3 An employee required to work overtime on a Saturday or on a Sunday shall be afforded and paid for at least three hours work on a Saturday or for four hours work on a Sunday at the appropriate rate.

20.4 An employee working overtime on Saturday or on a Sunday shall be allowed without deduction of pay, a rest period of ten minutes.

20.5 An employee working overtime on a Saturday or working on a Sunday shall be allowed a paid crib time of 20 minutes after four hours work, to be paid for at the ordinary rate of pay but this provision shall not prevent any arrangements being made for the taking of a 30-minute meal period, the time in addition to the paid 20 minutes which shall be paid at the ordinary rate of pay.

In the event of an employee being required to work in excess of a further four hours, the employee shall be allowed to take a paid crib time of 30

minutes which shall be paid at the ordinary rate of pay.

21 - PUBLIC HOLIDAYS AND HOLIDAY WORK

21.1 An employee, other than a casual employee (as defined) shall be entitled to the following holidays without deduction of pay. Provided that if any other day be by a State Act of Parliament or State Proclamation substituted for any of the said holidays, the day so substituted shall be observed.

21 - Public holidays and holiday work - contd

New Year's Day; Australia Day; Good Friday; Easter Monday; Anzac Day; Queen's Birthday; Eight Hour Day or Labour Day; Christmas Day; Boxing Day (except South Australia where Commemoration Day - 28th December - shall be observed as a holiday throughout the State, except at Whyalla, instead of Boxing Day) or such other day as is generally observed in a locality as a substitute for any of the said days respectively.

21.2 In addition to the holidays prescribed in 21.1 of this clause one or more additional public holidays shall apply to an employee in each State where this Award operates in the manner set out below:

(a) In Victoria:

Melbourne Cup Day. Provided that for an employee employed at work beyond a radius of 40 kilometres of the GPO Melbourne, another day may by agreement between the employer and the Union be substituted for Melbourne Cup Day and provided further that for any employee resident in Geelong and employed within a radius of 50 kilometres of the GPO Geelong, Geelong Cup Day shall be substituted for Melbourne Cup Day.

(b) In South Australia - the third Monday in May.

(c) In Tasmania - Show Day. In addition Regatta Day in

Southern

Tasmania (ie. Oatlands and all towns south of Oatlands) and Recreation Day in Northern Tasmania (ie. in all towns north of Oatlands). Provided that where, in any locality, a show day falls on a Saturday or Sunday an employer whose premises are in that locality, shall grant his employees another day as a paid holiday in lieu thereof. Such entitlement shall be taken on a day determined by the employer after conferring with the employees concerned. Where any disagreement arises in respect to this provision, it shall be dealt with in accordance with Clause 46 - Settlement of Disputes.

(d) In Queensland - Show Day.

(e) In New South Wales - Picnic Day (being the first
Monday in
December).

(f) In Western Australia - Foundation Day.

21.3 Provided that an employer whose business is situated near a State or Territory border and whose operations traverse the border may elect to follow a particular State or Territory's public holidays, subject to agreement with the appropriate union(s).

21.4 For the purpose of this Award:

"Show Day" shall mean the local Show Day in cities, towns or districts of the State, when that day, in the locality of the employer's premises, occurs on an employee's ordinary working day.

21.5 By agreement between any employer and the union (s), other day(s) may be substituted for the said day(s).

21 - Public holidays and holiday work - contd

21.6 Where in a State or Territory or locality within a State or Territory an additional public holiday, excluding Show Day, is proclaimed or gazetted by the authority of the Commonwealth Government or of a State or Territory Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout that State or Territory or a locality thereof, other than those covered by Federal awards, or when such a proclaimed or gazetted day is, by any required judicial or administrative order, to be so observed, then such day shall be deemed to be a holiday, for the purposes of this award for employees covered by this award who are employed in the State, Territory or locality in respect of which the holiday has been proclaimed or ordered as required. Provided that an employee shall not be entitled to the benefit of more than one holiday upon such occasion.

21.7 All work performed on any of the holidays prescribed in this clause or substituted in lieu thereof, shall be paid for at the rate of double time and a half. An employee required to work on a holiday shall be afforded at least four hours work or paid for four hours at the appropriate rate.

21.8 An employee shall not be entitled to receive payment for such public holidays unless the employee has worked as required by the employer the working day immediately before and the working day immediately after such a holiday, or is absent with the permission of the employer or is absent with reasonable cause. Absences arising by termination of employment by the employee shall be reasonable cause.

21.9 All work performed on the day after Good Friday shall be paid for at the rate of double time and a half. An employee required to work on the Saturday following Good Friday shall be afforded at least four hours work or paid for four hours at the appropriate rate.

22 - SHIFT WORK

22.1 Except as otherwise prescribed in this clause, where work is performed in shifts the following conditions shall apply:

For the purposes of this clause:

"Afternoon shift" means a shift finishing at or after 9.00 p.m. and at or before 11.00 p.m.

"Night shift" means a shift finishing after 11.00 p.m. and at or before 7.00 a.m.

"Early morning shift" means a shift finishing after 12.30 p.m. and before 2.00 p.m.

"Early afternoon shift" means a shift finishing after 7.30 p.m. and before 9.00 p.m.

Other than work on a Saturday, Sunday or holiday, the rate of pay for afternoon or night shift shall be time and a half and the rate for early

morning and early afternoon shift shall be time and a quarter, provided that the employee is employed continuously for five shifts Monday to Friday in any week. The observance of a holiday in any week shall not be regarded as a break in continuity for the purposes of this subclause.

22 - Shift work - contd

22.2 An employee who is employed for less than five consecutive shifts Monday to Friday shall be paid for each day the employee works on any of the shifts referred to in subclause 22.1 at the rate of time and a half for the first two hours and double time thereafter provided that when a job finishes after proceeding on shift work for more than one week, or the employee terminates their services during the week, the employee shall be paid at the rate specified in subclause 22.1 hereof for the time actually worked.

22.3 (a) The ordinary hours of both afternoon and night shift shall be

eight hours daily inclusive of meal breaks. Provided that where shift work comprises three continuous and consecutive shifts of eight hours each per day, a crib time of twenty minutes in duration shall be allowed without deduction of pay in each shift, such crib time being in lieu of any other rest period or cessation of work elsewhere prescribed by this award.

Employees on shift work shall accrue 0.4 of one hour for each

eight hour shifts worked to allow one complete shift to be taken off as a paid shift for every twenty shift cycle. This twentieth shift shall be paid for at the appropriate shift rate as prescribed by this clause.

Paid leave taken during any cycle of four weeks and public holidays as prescribed by clause 21 - Public Holidays and Holiday Work, shall be regarded as shifts worked for accrual purposes.

Except as provided above, employees not working a complete four week cycle shall be paid accrued pro rata entitlements for each shift worked on the programmed shift off or, in the case of termination of employment on termination.

The employer and employees shall agree in writing upon arrangements for rostered paid days off during the twenty day cycle or for accumulation of accrued days to be taken at or before the end of the particular contract provided that such accumulation shall be limited to no more than five such accrued days and when taken, the days shall be regarded as days worked for accrual purposes in the particular twenty shift cycle.

Once such days have been rostered they shall be taken as paid

days off provided that where an employer, for emergency reasons requires an employee to work on the employee's rostered day off, the employee shall be paid, in addition to the employee's accrued entitlement, the penalty rates prescribed in subclause 22.7 herein.

be (b) For the purpose of this clause an employee shall not
required to work for more than five hours without a meal
break.

22.4 An employee shall be given at least 48 hours notice of a
requirement to work shift work.

22 - Shift work - contd

22.5 The hours for shift workers when fixed, shall not be altered except for breakdowns or other causes beyond the control of the employer, provided that notice of such alteration shall be given to the employee not later than ceasing time of the previous shift.

22.6 For all work performed on a Saturday, Sunday or holiday, the provision of clauses 19, 20, and 21 shall be applicable in lieu of the rate prescribed in this clause.

22.7 Work in excess of shift hours, Monday to Friday, other than Holidays shall be paid at double time, provided that these rates shall be based in each case on ordinary rates.

22.8 Shift work hours shall be worked between Monday to Friday inclusive provided that an ordinary night shift commencing before, and extending beyond midnight Friday, shall be regarded as a Friday shift.

22.9 The variations to this clause shall not apply so as to reduce the rates of pay and/or conditions of work of any employee.

23 - MEAL ALLOWANCE

An employee required to work overtime for at least one and a half hours after working ordinary hours shall be paid by the employer an amount of \$7.10 to meet the cost of a meal except as provided for in clause 47 - Allowances for Distant Jobs.

24 - ANNUAL LEAVE

Period of Leave

24.1 Subject to the provisions of subclauses 24.2, 24.4 and 24.5 of this clause, a period of twenty eight (28) consecutive days, exclusive of any public holidays occurring during the period, shall be given and taken as leave annually to all employees, other than casual employees, after twelve (12) months' continuous service (less the period of annual leave) with an employer.

Provided that where a rostered day off, as prescribed in clause 17 or 22, falls during the period annual leave is taken, payment of accrued entitlements for such day shall be made in addition to annual leave payments prescribed in subclause 24.7(b) herein.

Method of Taking Leave

24.2 Either twenty eight (28) consecutive days, or two separate periods of not less than seven (7) consecutive days in all cases exclusive of any public holidays occurring therein, or if the worker and the employer so agree, in either two, three or four separate periods and not otherwise, shall be given and taken within six (6) months from the date when the right to annual leave accrued.

Leave Allowed Before Due Date

- 24.3 (a) An employer may allow an employee to take annual leave prior to the employee's right thereto has accrued due. In such circumstances, the qualifying period of further annual leave shall not commence until the expiration of twelve (12) months in respect of which the leave so allowed was taken.

24 - Annual leave - contd

annual (b) Where an employer has allowed an employee to take leave pursuant to subclause 24.3(a) hereof and the employee's services are terminated (by whatsoever cause) prior to the employee completing the twelve (12) months continuous service for which leave was allowed in advance, the employer may for each complete week of the qualifying period of twelve (12) months not served by the employee, deduct from whatever remuneration is payable upon the termination of the employment one fifty-second of the amount of wages paid on account of the annual leave.

an (c) Notwithstanding anything contained in this subclause, employee who has worked for twelve (12) months in the industry with a number of different employers without taking annual leave, shall be entitled to take annual leave and be paid on twelfth of an ordinary week's wages in respect of each completed 38 hours of continuous service with the current employer.

Proportionate Leave on Termination

24.4 Where an employee has given five (5) working days or more continuous service, inclusive of any day off as prescribed by clause 17 and 22 (excluding overtime), and either leaves employment or the employment is terminated by the employer the employee shall be paid one twelfth of an ordinary week's wages in respect of each completed five (5) working days of continuous service with the employee's current employer for which leave has not been granted or paid for in accordance with this Award.

Broken Service

24.5 Where an employee breaks continuity of service by an absence from work for any reason other than a reason set out in 24.6 hereof, the amount of leave to which the employee would have been entitled under 24.1 hereof shall be reduced by one forty-eighth for each week or part thereof during which any such absence occurs and the amount of payment in lieu of leave to which the employee would have been entitled under 24.4 hereof shall be reduced by one-twelfth of a week's pay for each week or part thereof during which any such absence occurs.

Provided, however, that no reduction shall be made in respect of any absence unless the employer informs the employee in writing of the employers intention to do so within fourteen (14) days of the termination of the absence.

Calculation of Continuous Service

24.6 For the purpose of this Clause, service shall be deemed to be continuous notwithstanding an employee's absence from work for any of the following reasons:

after the

- (a) Illness or accident up to maximum of four (4) weeks
expiration of paid sick leave;
- (b) Bereavement leave;
- (c) Jury service;

24 - Annual leave - contd

- to a
- (d) Injury received during the course of employment and up to a maximum of twenty six (26) weeks for which workers' compensation was received.
 - (3) (e) Where called up for military service of up to three months in any qualifying periods;
 - (f) Long service leave;
 - (g) Any reason satisfactory to the employer or in the event of dispute to the Commission.

Provided that the reason shall not be deemed satisfactory unless the employee has informed the employer within twenty-four (24) hours of the time when the employee was due to attend for work or as soon as practicable thereafter of the reason for the absence and probable duration thereof.

Payment for Period of Leave

- 24.7 (a) Each employee, before going on leave, shall be paid in advance the wages which would ordinarily accrue to the employee during the currency of the leave.

Annual Leave Loading

- (b) In addition to the payment prescribed in paragraph (a) hereof, an employee shall received during a period of annual leave a loading of 17.5 per cent calculated on the rates, loadings, and allowances prescribed by Clauses 9, 13 and 14 and leading hand rates as prescribed by Clause 9 if applicable. The loading prescribed above shall also apply to proportionate leave on lawful termination.

Service Under Previous Award

24.8 For the purpose of calculating annual leave, the service of the employee prior to the operative date of this Award shall be taken into account but an employee shall not be entitled to leave (or payment in lieu thereof) for any period in respect of which leave (or payment in lieu thereof) has been allowed or made under any previous award.

Annual Close Down

24.9 Notwithstanding anything contained in this Award, an employer giving any leave in conjunction with the Christmas-New Year holidays may, at the employer's option, either:

employee (a) stand off without pay during the period of leave any
who has not yet qualified under 24.1 hereof;

or

employee (b) stand off without pay during the period of leave any
who has not qualified under 24.1 hereof and pay (up to the
period of leave then given) at a rate of one-twelfth of an
ordinary week's wages in respect of each 38 hours continuous
service (excluding over-time).

24 - Annual leave - contd

Provided that where an employer at the employers option decides to close down the establishment at the Christmas-New Year period for the purpose of giving the whole of the annual leave due to all, or the majority of the employees then qualified for such leave, the employer shall give at least two (2) months' notice to the employees of the employers intention to do so.

Commencement of Leave - Distant Jobs

24.10 If an employee is still engaged on a distant job when annual leave is granted and the employee returns to the place of engagement, or if employed prior to going to country work the place regarded as the headquarters, by the first reasonable means of transport, the employee's annual leave shall commence on the first full working day following the employee's return to such place of engagement or headquarters as the case may be.

Prohibition of Alternative Arrangements

24.11 An employer shall not make payment to an employee in lieu of the employee's annual leave or any part thereof except as is provided for in this Clause and no contract, arrangement or agreement shall annul, vary or vitiate the provisions of this Clause whether entered into before or after the commencement of this Award.

25 - SICK LEAVE

25.1 Mixed Industry (South Australia, Victoria, Tasmania) Shopfitting (South Australia, Victoria, Tasmania) Joinery Shops (South Australia, Victoria)

The following provisions shall apply in respect of employees engaged by the week.

(a) An employee other than a casual hand who is absent from work on account of personal illness or on account of injury by accident arising out of and in the course of employment shall be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations:

(i) The employee shall not be entitled to such leave of absence for any period in respect of which the employee is entitled to Workers' Compensation.

(ii) The employee shall, within 48 hours of the commencement of such absence, inform the employer of the employee's inability to attend for work and as far as may be practicable state the nature of the illness or injury and the estimated duration of the absence.

(iii) The employee shall prove to the satisfaction of the

employer (or in the event of dispute to the Commission) that the employee was unable on account of such illness or injury to attend for work on the day or days for which the sick leave is claimed.

(whether (iv) The employee shall not be entitled in any year in the employment of one employer or more) to leave in excess of 5 days of working time.

Provided that on and from 1 January 1973 employees shall be entitled to 8 days' sick leave per annum in the second and subsequent years of employment with their employer.

25 - Sick leave - contd

accident, (b) Where, under any scheme of insurance or of an relief or provident fund to secure the benefit of which the employer has paid the necessary premium or contribution, compensation (other than Workers' Compensation) has become payable for absences due to sickness or injury, the employer shall not be bound to pay more of the employee's wage than is sufficient with such compensation to make up the full amount of such employee's wage for the day or days absence.

any (c) Sick leave shall accumulate from year to year so that balance of the period specified in paragraph (iv) of subclause (a) hereof which has in any year not been allowed to an employee by an employer as paid sick leave may be claimed by the employee and, subject to the conditions hereinbefore prescribed shall be allowed by that employer in a subsequent year without diminution of the sick leave prescribed in respect of that year.

Provided that sick leave which accumulates pursuant to this subclause shall be available to the employee for a period of ten years but for no longer from the end of the year in which it accrues. And provided that any sick leave for which an employee may become eligible under this Award by reason of service with one employer shall not be cumulative upon sick leave for which the employee may become eligible by reason of subsequent service with another employer.

25.2 New South Wales, Prefabricated Buildings (Victoria, Queensland and Western Australia), and Precast Concrete Manufacture (South Australia)

who is (a) An employee other than a casual employee (as defined) absent from his/her work on account of personal illness or on account of injury by accident, other than that covered by Workers' Compensation, shall be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations:

(i) He/she shall within 24 hours of the commencement of such absence inform the employer of his/her inability to attend for duty, and as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.

(ii) He/she shall prove to the satisfaction of his/her employer (or in the event of dispute the Commission) that he/she was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.

employment

(iii) An employee during his/her first year of
with an employer shall be entitled to sick leave
entitlement at the rate of one day at the beginning of
each calendar month of his/her first year of
employment.

Provided that an employee who has completed one year of
continuous employment shall be credited with a further ten
days sick leave entitlement at the beginning of his/her
second and each subsequent year, which, subject to subclause
25.2(e) shall commence on the anniversary of engagement.

25 - Sick leave - contd

paid sick (b) In the case of an employee who claims to be allowed leave in accordance with this clause for an absence of one day only such employee if in the year he/she has already been allowed paid sick leave on two occasions for one day only, shall not be entitled to payment for the day claimed unless he/she produces to the employer a certificate of a duly qualified medical practitioner that in his/her, the medical practitioner's opinion, the employee was unable to attend for duty on account of personal illness or injury. Provided that an employer may agree to accept from the employee a Statutory Declaration, stating that the employee was unable to attend for duty on account of personal illness or injury in lieu of a medical certificate. Nothing in this subclause shall limit the employer's rights under 25.2(a) (ii) hereof.

to (c) Sick leave with an employer shall accumulate from year year so that any balance of the period specified in 25.2(a) (iii) hereof which in any year has not been allowed to an employee by that employer as paid sick leave may be claimed by the employee and subject to the conditions herein prescribed shall be allowed by that employer in a subsequent year, without diminution of the sick leave prescribed in respect of that year.

Provided that sick leave which accumulates pursuant to this subclause shall be available to the employee for a period of six years but for not longer from the end of the year in which it accrues.

eligible (d) Any sick leave for which an employee may become under this award by reason of service with one employer shall not be cumulative upon sick leave for which the employee may become eligible by reason of subsequent service with another employer.

is re- (e) If an employee is terminated by his/her employer and engaged by the same employer within a period of six months then the employee's unclaimed balance of sick leave shall continue from the date of reengagement.

In such case the employee's next year of service will commence after a total of twelve months has been served with that employer excluding the period of interruption in service from the date of commencement of the previous period of employment or the anniversary of the commencement of the previous period of employment as the case may be.

26 - PARENTAL LEAVE

Nature of Leave

26.1 Parental leave is unpaid leave.

26 - Parental leave - contd

Definitions

26.2 For the purposes of this clause:

- is caring
- (a) (i) "Male employee" means an employed male who for a child born of his spouse or a child placed with the employee for adoption purposes.
- (ii) "Female employee" means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.
- Provided that "employee" does not include an employee engaged upon casual or seasonal work.
- in this
- (b) "Parental Leave" means leave of the type provided for clause and comprises maternity leave, paternity leave and adoption leave whether prescribed in an award or otherwise.
- (i) "Maternity Leave" means leave associated with the employee's own pregnancy (including special maternity leave as prescribed below).
- (ii) "Paternity Leave" means leave associated with the confinement of the employee's own spouse.
- (iii) "Adoption Leave" means leave associated with the placement of a child for adoption by the employee.
- employee's
- (c) "Child" means a child of the employee or male spouse under the age of one year, or in the case of adoption, means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- is
- (d) "Relative adoption" occurs where a child, as defined, adopted by a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood by marriage).
- principal
- (e) "Primary care giver" means a person who assumes the role of providing care and attention to a child.

employee

(f) "Former position" means the position held by an immediately before proceeding on parental leave or part-time employment under this clause whichever first occurs or, if such position no longer exists but there are other position available for which the employee is qualified and the duties of which the employee is capable of performing a position as nearly comparable in status and pay to that of the position first mentioned in this definition.

case of

(g) "Spouse" includes a de facto spouse or, except in the adoption, a former spouse.

26 - Parental leave - contd

contact (h) "Continuous service" means service under an unbroken
of employment and includes:

- accordance (i) any period of leave taken in accordance with this
clause.
(ii) any period of part-time employment worked in
with this clause, or
(iii) any period of leave or absence authorised by the
employer or by the award.

leave or (i) "Extended Parental Leave" in the case of paternity
adoption leave means leave in excess of that prescribed at
the time of confinement or placement of the child taken in
order to become the primary care giver of the child.

Eligibility for Parental Leave

26.3 (a) An employee seeking parental leave must have completed at
least 12 months' continuous service with the employer
immediately preceding the date of commencement of parental
leave. To be eligible, the employee must produce to the
employer the appropriate certification required by subclause
26.4 hereof.

parental (b) An employee shall be entitled to up to 52 weeks of
leave subject to the following provisions:

(i) Parental leave shall not extend past the child's first
birthday, or in the case of adoption, past the first
anniversary of placement.

reduced (ii) An employee's entitlement to parental leave is
by any periods of parental leave taken by the
employee's spouse in relation to the same child.

concurrently (iii) An employee shall not take parental leave
with parental leave taken by the employee's spouse in
respect of the same child except for an unbroken period
of up to one week of paternity leave which may be taken
concurrently at the time of the confinement of the
employee's spouse or, in the case of adoption, an
unbroken period of up to three weeks adoption leave
which may be taken concurrently at the time of

placement.

female

- (iv) Subject to subclauses 26.6 and 26.10 hereof a
employee who becomes pregnant shall be entitled to an
unbroken period of maternity leave which shall include
a period of six weeks compulsory leave immediately
following confinement.
- (v) An employee shall be entitled to one or two periods of
paternity leave or adoption leave. Where two periods
are taken the first shall be taken as an unbroken
period of up to one week's paternity leave or three
week's adoption leave as prescribed by sub-paragraph
(b) (iii) hereof.

26 - Parental leave - contd

Certification

26.4 At the time specified in subclauses 26.5A, 26.5B or 26.5C the employee must produce to the employer:

- (a) in the case of a female employee who is pregnant, a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement, or
- (b) in the case of a male employee seeking paternity leave, a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement or states the date on which the birth took place, or
- (c) in the case of an employee seeking adoption leave:
 - (i) a statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or
 - (ii) a statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order, and
- (d) in relation to maternity leave and any period of extended paternity or adoption leave to be taken under sub-paragraph 26.3(b) (iv) hereof, a statutory declaration stating:
 - (i) particulars of any period of parental leave sought or taken by the employee's spouse; and
 - (ii) for the period of parental leave the employee will not engage in any conduct inconsistent with his or her contract of employment; and where paternity or adoption leave is sought,
 - (iii) that the employee is seeking parental leave to become the primary care giver of the child.

Notice Requirements

26.5A In the case of a female employee who is pregnant:

- (a) She shall

(i) not less than ten weeks prior to the presumed date of confinement, produce to her employer the certificate referred to in paragraph 26.4(a); and

her

(ii) give not less than four weeks notice in writing to

employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken and shall, at the same time, produce to her employer the statutory declaration referred to in paragraph 26.4(d).

26 - Parental leave - contd

writing to (b) The employer by not less than 14 days notice in
the employee may require her to commence maternity leave at
any time within the six weeks immediately prior to her
presumed date of confinement.

a (c) The employee shall not be in breach of this clause as
consequence of failure to give the stipulated period of
notice in accordance with sub-paragraph (a) (ii) hereof if
such failure is occasioned by the confinement occurring
earlier than the presumed date.

26.5B (a) A male employee shall, not less than ten weeks prior to each
proposed period of paternity leave, give the employer notice
in writing stating the dates on which he proposes to start
and finish the period or periods of leave and produce the
certificate and statutory declaration required in subclause
26.4 hereof.

as a (b) The employee shall not be in breach of this subclause
consequence of failure to give the notice required in
paragraph (a) hereof if such failure is due to:

(i) the birth occurring earlier than the expected date; or

(ii) the death of the mother of the child;
or

(iii) other compelling circumstances.

any (c) The employee shall immediately notify his employer of
change in the information provided pursuant to subclause 26.4
hereof.

26.5C (a) Upon receiving notice of approval for adoption purposes, an
employee shall notify the employer of such approval and
within two months of such approval shall further notify the
employer of the period or periods of adoption leave the
employee proposes to take. In the case of a relative adoption
the employee shall notify as aforesaid upon deciding to take
a child into custody pending an application for an adoption
order.

after (b) An employee who commences employment with an employer
the date of approval for adoption purposes shall notify the
employer thereof upon commencing employment and of the period

or periods of adoption leave which the employee proposes to take. Provided that such employee must have completed twelve months continuous service prior to commencing any such leave.

the

(c) An employee shall, as soon as the employee is aware of presumed date of placement of a child for adoption purposes but not later than 14 days before such placement, give notice in writing to the employer of such date, and of the date of the commencement of any period of leave to be taken under subparagraph 26.3(b)(iii) hereof.

26 - Parental leave - contd

(d) An employee shall, ten weeks before the proposed date of commencing any leave to be taken under sub-paragraph 26.3(b) (vi) hereof give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

(e) An employee shall not be in breach of this subclause, as a consequence of failure to give the stipulated period of notice in accordance with paragraphs (c) and (d) hereof if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.

Transfer to a Safe Job (Pregnant Employees)

26.6 Where, in the opinion of a registered medical practitioner, illness or risks arising out of an employee's pregnancy or hazards connected with the work assigned to her 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 attached 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 registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses 26.13, 26.14, 26.15 and 26.16 hereof.

Variation of Period of Parental Leave

26.7 (a) Provided the maximum period of parental leave does not exceed the period to which the employee is entitled under subclause 26.3 hereof, the period of maternity leave or extended parental leave:

(i) may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;

(ii) may be further lengthened by agreement between the employer and the employee.

(b) The period of parental 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.

Cancellation of Parental Leave

26.8 (a) Maternity leave, adoption leave or extended paternity leave, applied for but not commenced, shall be cancelled when

(i) the pregnancy of an employee or employee's spouse terminates other than by the birth of a living child;
or

(ii) should the placement of the child not proceed.

26 - Parental leave - contd

(b) Where

(i) the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, the employee may give notice in writing to the employer that she desires to resume work; or

(ii) the placement of a child for adoption purposes
with an
employee then on adoption leave does not proceed or continue, the employee shall notify the employer in writing forthwith and the employer shall nominate a time not exceeding four weeks from receipt of notification for the employee's resumption of work.

Special Maternity Leave and Sick Leave

26.9A (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 registered 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 registered 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 entitled and such further unpaid leave (to be known as special maternity leave) as a registered 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 the period to which the employee is entitled under subclause 26.3 hereof.

Special Adoption Leave

26.9B The employer shall grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days, as is required by the employee to attend any compulsory interviews or examination as are necessary as part of the adoption procedure. Where paid leave is available to the employee the employer may require the employee to take such leave in lieu of special leave.

Parental Leave and Other Leave Entitlements

- 26.10 (a) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under subclause 26.3 hereof, an employee may, in lieu of or in conjunction with parental leave, take any annual leave or long service leave or any part thereof to which the employee is entitled.

26 - Parental leave - contd

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

Effect of Parental Leave on Employment

26.11 Subject to this clause, notwithstanding any award or other provision to the contrary, absence on parental 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 any relevant award or agreement.

Termination of Employment

26.12 (a) An employee on parental leave may terminate his or 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 grounds of pregnancy an application to adopt a child or absence on parental leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

Return to Work After Parental Leave or Part-Time Work

26.13 (a) An employee shall confirm the intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of maternity or extended parental leave.
(b) An employee, upon returning to work after parental leave or the expiration of the notice required by paragraph (a) hereof, shall be entitled to the position held immediately before proceeding on parental leave; or
(c) An employee who has had at least 12 months continuous service with an employer immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to his or her former position.
(d) In the case of an employee who has transferred to a safe job pursuant to subclause 26.6 hereof, to the position which she held immediately before such transfer.

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

Replacement Employees

26.14 (a) A replacement employee is an employee specifically engaged
as a result of an employee proceeding on parental leave or working part-time under this clause.

26 - Parental leave - contd

- (b) A replacement employee for an employee working part-time under this clause may be employed part-time. Subject to this subclause, subclauses 26.17, 26.18A, 26.18B, 26.20 and 26.23 of this clause apply to the part-time employment of a replacement employee.
- (c) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (d) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising 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.
- (e) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

Entitlement to Part-Time Work

26.15 With the agreement of the employer:

- (a) A male employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.
- (b) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.
- (c) A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.
- (d) In relation to adoption a female employee may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

Effect of Part-Time Employment on Continuous Service

26.16 Commencement of part-time work under this clause, and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment.

Pro Rata Entitlements

26.17 Subject to the provisions of this subclause and the matters agreed to in accordance with subclause 26.19 hereof, part-time employment shall be in accordance with the provisions of this award which shall apply pro rata.

26 - Parental leave - contd

Transitional Arrangements - Annual Leave

26.18A(a) An employee working part-time under this subclause shall be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in the annual leave provisions of this award, as if the employee were working full time in the class of work the employee were working full time in the class of work the employee was performing as a full-time employee immediately before commencing part-time work under this subclause.

any (b) (i) A full-time employee shall be paid for and take

annual leave accrued in respect of a period of part-time employment under this subclause, in such periods and manner as specified in the award, as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.

and (ii) Provided that, by agreement between the employer the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

Transitional Arrangements - Sick Leave

26.18B An employee working part-time under this subclause shall have sick leave entitlements which have accrued under this award (including any entitlement accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a fulltime employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.

Part-Time Work Agreement

this 26.19 (a) Before commencing a period of part-time employment under subclause the employee and the employer shall agree:

- days
- (i) that the employee may work part-time;
 - (ii) upon the hours to be worked by the employee, the upon which, they will be worked and commencing times for the work;
 - (iii) upon the classification applying to the work to be performed; and

- (iv) upon the period of part-time employment.
- (b) The terms of this agreement may be varied by consent.
- (c) The terms of this agreement or any variation to it shall be reduced in writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.
- (d) The terms of this agreement shall apply to the part-time employment.

26 - Parental leave - contd

Termination of Employment

26.20 (a) The employment of a part-time employee under this clause may be terminated in accordance with the provisions of this award but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.

whose (b) Any termination entitlements payable to an employee employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all services as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all services as a part-time employee on a pro rata basis.

Extension of Hours of Work

26.21 An employer may request, but not require, an employee working part-time under this clause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with subclause 26.19.

Nature of Part-Time Work

26.22 The work to be performed part-time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this award.

Inconsistent Award Provisions

26.23 An employee may work part-time under this clause notwithstanding any other provision of this award which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked including provisions:

(a) limiting the number of employees who may work part-time;

full-time (b) establishing quotas as to the ratio of part-time to employees;

part-time (c) prescribing a minimum or maximum number of hours a employee may work; or

by a (d) requiring consultation with, consent of or monitoring
union;

and such provisions do not apply to part-time work under this clause.

27 - TERMINATION OF EMPLOYMENT

27.1 Except as elsewhere provided an employee shall be engaged by the week.

27.2 Unfair Dismissals

harsh, (a) Termination of employment by an employer shall not be unjust or unreasonable.

For the purposes of this clause, termination of employment shall include termination with or without notice.

Without limiting the above, except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, termination on the ground of race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin shall constitute a harsh, unjust or unreasonable termination of employment.

Disputes Settlement Procedures - Unfair Dismissals

the (b) Subject to the provisions of sections 99 and 100 of Industrial Relations Act 1988, any dispute or claim arising under paragraph 27.2(a) should be dealt with in accordance with clause 46. of this award.

27.3 Termination of Employment

Notice of Termination of Employment

(a) (i) Except as provided in subparagraph (v) hereof, the employer when terminating the employment of an employee shall give to the employee the following notice;

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

27.3(a) (i) (ii) In addition to the notice in subparagraph hereof employees over 45 years of age at the time of giving notice with not less than two years continuous service shall be entitled to an additional weeks notice.

subparagraphs

(iii) Payment in lieu of notice prescribed in

27.3(a) (i) and 27.3(a) (ii) hereof shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice and part payment in lieu thereof.

wages

(iv) In calculating any payment in lieu of notice the

an employee would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her employment not been terminated shall be used.

27 - Termination of employment - contd

(v) The period of notice in subclause (i) hereof shall not apply in the case of dismissal for conduct that justifies instant dismissal including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specific task or tasks.

(vi) For the purpose of this clause only, continuity of service does not include service prior to 2nd December 1991.

Notice of Termination By Employees

(b) The notice of termination required to be given by an employee shall be the same as that required for an employer, save and except that there shall be no additional notice based on the age of the employee concerned.

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

Time Off During Notice Period

(c) Where an employer has given notice of termination to an employee, the employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

Statement of Employment

(d) The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the employee.

Summary Dismissal

(e) Notwithstanding the provisions of subparagraph 27.3(a) (i) hereof the employer shall have the right to dismiss any employee without notice for conduct which justifies instant dismissal, including malingering, inefficiency or neglect of duty and in such cases the wages shall be paid up to the time

of dismissal only.

Absence from Duty

received (f) An employee, other than an employee who has given or
notice in accordance with paragraph (a) or (b) of this
subclause, not attending for duty shall, except when absent
on paid leave or with the permission of the employer, lose
pay for the actual period of such non attendance.

27 - Termination of employment - contd

Abandonment of Employment

- continuous
- (g) (i) The absence of an employee from work for a period exceeding three working days without the consent of the employer and without notification to the employer shall be prima facie evidence that the employee has abandoned employment.
- from
- (ii) Provided that if within a period of fourteen days the employee's last attendance at work or at the date of the last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of the employer that the absence was for a reasonable cause, the employee shall be deemed to have abandoned employment.
- accordance
- (iii) Termination of employment by abandonment in accordance with this paragraph shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever was the later.

28 - INTRODUCTION OF CHANGE

28.1 Employer's Duty to Notify

- introduce
- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may have affected by the proposed changes and their union or unions.
- employment,
- (b) "Significant effects" include termination of major changes in the composition, operation or size of the employer's workforce or in the skills required and the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alternation of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs, but does not include matters the alteration of which is provided for by this award.

28.2 Employer's Duty to Discuss Change

and

(a) The employer shall discuss with the employees affected their union or unions, inter alia, the introduction of the changes referred to in subclause 28.1 hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their union(s) in relation to the changes.

after

(b) The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclause 28.1 hereof.

28 - Introduction of change - contd

(c) For the purposes of such discussion, the employer shall provide in writing to the employees concerned and their union or unions, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interest.

29 - REDUNDANCY

29.1 Discussions Before Termination

(a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the employer shall hold discussions with the employees directly affected and with their union or unions.

(b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of paragraph 29.1(a) hereof and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations of the employees concerned.

(c) For the purposes of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and their union or unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out.

Provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interest.

29.2 Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in paragraph 29.1(a) hereof the employee shall be entitled to the same period

of notice of transfer as he or she would have been entitled to if his or her employment had been terminated, and the employer may at the employer's options, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

29.3 Severance Pay

In addition to the period of notice prescribed for ordinary termination in subclause 29.3 and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in paragraph 29.1(a) hereof shall be entitled to the following amount of severance pay in respect of a continuous period of service:

29 - Redundancy - contd

Period of continuous service	Severance Pay
1 year or less	nil
1 year and up to the completion of 2 years	4 weeks' pay
2 years and up to the completion of 3 years	6 weeks' pay
3 years and up to the completion of 4 years	7 weeks' pay
4 years and over	8 weeks' pay

(a) "Weeks pay" means the ordinary time rate of earnings for the employee concerned.

Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

29.4 Employee Leaving During Notice

An employee whose employment is terminated for reasons set out in paragraph 29.1(a) hereof may terminate employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

29.5 Alternative Employment

An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

29.6 Time off During Notice Period

(a) During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

(b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview in order to receive payment for the time absent.

For this purpose a statutory declaration will be sufficient.

29.7 Superannuation Benefits

Subject to further order of the Commission where an employee who is

terminated is eligible for a benefit from a superannuation scheme, he or she shall only receive under subclause 29.3 the difference between the severance pay specified in that subclause and the amount of the superannuation benefit he or she receives which is attributable to employer contributions in excess of those provided for under this Award. If this excess superannuation benefit is greater than the amount due under subclause 29.3 then he or she shall receive no payment under that subclause.

29 - Redundancy - contd

29.8 Transmission of Business

(a) Where a business is before or after the date of this award, transmitted from an employer (in this subclause called "the transmittor") to another employer (in this subclause called "the transmittee") and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee.

(i) the continuity of the employment of the employee shall be deemed not to have been broken by reasons of such transmission; and

(ii) the period of employment which the employee has had with the transmittor or any prior transmitter shall be deemed to be service of the employee with the transmittee.

(b) In this subclause "business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

29.9 Employees with less than one year's service

This clause shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

29.10 Employees Exempted

This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specified task or tasks.

29.11 Employers who employ less than 15 employees

Subject to an order of the Commission, in a particular redundancy case, this clause shall not apply to employers who employ less than 15 employees.

29.12 Incapacity to Pay

An employer, in a particular redundancy case, may make application to the

Commission to have the general severance pay prescription varied on the basis of the employer's incapacity to pay.

29.13 Leave Reserved

The union(s) reserve their rights to seek variation to subclause 11 of this clause.

30 - CASUAL EMPLOYMENT

Casual employees as defined may be employed under the terms of this award subject to this clause.

30.1 Engagement shall be by the hour with a minimum daily engagement of 7.6 hours.

30.2 Termination of employment shall be by one hour's notice or by the payment or forfeiture, as the case may be, of the remainder of the day's wages or one hour's pay, whichever amount is greater.

30.3 An employee shall not be employed as a casual employee for more than twelve weeks in any twelve months, provided however, that such period may be extended, where the consent of the Secretary of the State Branch of the appropriate Union has been obtained, to meet the following circumstances

- (a) exceptional work demands;
- (b) relieving an employee who is on extended leave or
workers
compensation.

Provided further that the consent of the Secretary of the State Branch of the appropriate Union shall not be unreasonably withheld.

30.4 For each ordinary hour worked, a casual employee shall be paid the hourly equivalent of the appropriate weekly wage prescribed by this award for the class of work performed plus an additional 20 per cent of that hourly rate. Such loading is in lieu of annual leave, public holidays not worked, sick leave, jury service and bereavement leave, prescribed for other employees under this Award.

31 - PART-TIME EMPLOYMENT

31.1 An employer wishing to establish part-time employment shall notify in writing (ie. by prepaid post, certified mail, fax, lettergram, etc.) the secretary of the state branch of the appropriate union(s), where applicable, at least 10 days before any such arrangement is implemented.

31.2 An employee may be engaged by the week for work on a part-time basis for a constant number of hours which having regard to the various ways of arranging ordinary hours shall average less than 38 hours per week.

31.3 An employee so engaged shall be paid per hour one thirty-eighth of the weekly rate prescribed by Clause 9 for the classification in which the employee is engaged

31.4 An employee engaged on a part-time basis shall be entitled to all other benefits available to full-time employees arising under this award on a proportional basis depending on the number of ordinary regular hours worked per week.

31.5 A part-time employee who works in excess of the hours fixed under the contract of employment shall be paid overtime in accordance with Clause 19 - Overtime and Special Time of this award.

32 - BEREAVEMENT LEAVE

An employee shall on the death within Australia of a spouse, parent, parent-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 days of work.

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

Provided further that, with the consent of the employer, which consent shall not be unreasonably withheld, an employee shall, in addition to this entitlement to paid bereavement leave, be entitled to reasonable unpaid bereavement leave up to ten working days in respect of the death within Australia or overseas of a relation to whom the Clause applies, and that any dispute as to the granting of unpaid bereavement leave may be dealt with in accordance with Clause 46.

For the purpose of this Clause, "spouse" shall include a person who lives with the employee as a de facto spouse.

33 - JURY SERVICE

An employee required to attend for jury service shall be entitled to have his/her pay made up by the employer to equal the employee's ordinary pay as for eight hours (inclusive of accrued entitlements prescribed by clause 17 or 22) per day plus fares whilst meeting this requirement. The employee shall give to the employer proof of his/her attendance and the amount received in respect of such jury duty.

34 - TIME RECORDS

34.1 Each employer shall keep a record from which can be readily ascertained the following:

- (a) The name of each employee and the classification.
- (b) The hours worked each day.
- (c) The gross amount of wages and allowances paid.
- (d) The amount of each deduction made and the nature thereof.
- (e) The net amount of wages and allowances paid.
- (f) The superannuation contributions made.
- (g) Any relevant records which detail taxation deductions and remittance to the Australian Taxation Office, including those payments made as PAYE Tax, whether under a Group Employer's

Scheme or not.

And where appropriate

Long

- (h) A certificate of other documentation from the State Service Leave Board or Authority which will confirm the employers registration, the day of the last payment, and the period for which that payment applies. (Where such documentation is available under State legislation).

34 - Time records - contd

- (i) The employer's Workers Compensation Policy or other satisfactory proof of insurance such as a renewal certificate.

34.2 All records and documentation referred to in subclause 34.1, or copies thereof, shall be available for inspection by a duly accredited official of an organisation bound by this award during the usual office hours at the employer's office or other convenient place.

Provided that:

An inspection shall not be demanded unless the Secretary of the organisation, or of a Branch of the organisation reasonably suspects that a breach of the Award has been committed. Employers shall within 48 hours supply a copy of the record required under 34.2 of this clause.

35 - PROTECTION OF EMPLOYEES

35.1 For employees engaged in joinery work as defined in New South Wales the employer shall provide sufficient facilities for washing and five minutes shall be allowed for lunch and before finishing time to enable employees to wash and put away gear.

35.2 When an employer requires an employee to wear spectacles with toughened glass lenses, the employer will pay the cost of the toughening process.

35.3 Employees operating flexible drive polishing machines shall be supplied with aprons on request to a limit of one per year.

36 - FIRST AID

An employee who is a qualified first aid person and is appointed by the employer to carry out first aid duties in addition to their usual duties shall be paid an additional rate of \$1.52 per day.

37 - COMPENSATION FOR CLOTHES AND TOOLS

37.1 An employee whose clothes, spectacles, hearing aids or tools have been accidentally spoilt by acid, sulphur or other deleterious substances, shall be paid such amount to cover the loss thereby suffered as may be agreed upon with the employer.

37.2 An employee shall be reimbursed by the employer to a maximum of \$974 for loss of tools or clothes by fire or breaking and entering whilst securely stored at the employer's direction in a room or building on the employer's premises, job or workshop or in a lock-up as provided in this Award or if the tools are accidentally lost over water or if tools are lost or stolen during an employee's absence after leaving the job because of injury or illness. Provided that an employee transporting their own tools shall take all reasonable care to protect those tools and prevent theft or loss.

37.3 Provided that for the purpose of this Clause -

employment (a) Only tools used by the employee in the course of
shall be covered by this Clause;

(b) The employee shall, if requested to do so, furnish the
employer with a list of tools so used;

37 - Compensation for clothes and tools - contd

- value of
- (c) Reimbursement shall be at the current replacement new tools of the same or comparable quality;
 - (d) The employee shall report any theft to the police prior to making a claim on the employer for replacement of stolen tools.

38 - PAYMENT OF WAGES

38.1 All wages due shall be paid and be available not later than the time of cessation of ordinary hours of work on Thursday of each working week. Provided that in any week in which a public holiday falls on a Thursday or a Friday mutually acceptable alternative arrangements shall be made.

38.2 All rates, allowances and other monies shall be paid by cash, cheque, or direct credit to the account of an approved financial institution as nominated by the employee, provided that payment other than by cash creates no undue financial burden to the employee.

38.3 Where an employer makes a request to make wage payments to all employees covered by the award in a form other than cash, the agreement of employees shall not be unreasonably withheld.

Notwithstanding this provision, if the employer and the majority of employees agree, all employees shall be paid their wages by direct transfer

39 - STEWARDS/DELEGATES

An employee appointed as a job steward/delegate shall upon notification by the union to the employer, be recognised as the accredited representative of the union to which the employee belongs and the employee shall be allowed all necessary time during working hours to submit to the employer matters affecting the employees he/she represents and further shall be allowed reasonable time during working hours to attend to job matters affecting the employee's union. A job steward/delegate shall notify the employer's representatives and his/her union prior to the calling of any stop work meeting.

Prior to dismissal or transfer (as defined) one week's notice shall be given to any job steward/delegate and the appropriate Union. Provided that one week's notice shall not be required in the case of summary dismissal.

For the purposes of this clause "transfer" shall mean transfer, whilst job steward/delegate into or out of an established on site crew but does not include transfers within an establishment or transfers of an employee who is not a recognised accredited representative.

Where a job steward/delegate is entitled to more than one week's notice of termination, pursuant to clause 27 - Termination of Employment, is terminated all but one week's notice may be paid in lieu.

In the event of the Union disputing the decision of management to transfer or terminate the service of the job steward/delegate the matter shall be dealt with in accordance with clause 46 - Settlement of Disputes.

Provided that if genuine discussions are unreasonably delayed or hindered it shall be open to any party to give notification of the dispute to the Australian Industrial Relations Commission.

40 - RIGHT TO DEDUCT PAY

The employer may deduct payment for any day or part thereof upon which an employee cannot be usefully employed because of any strike by or participation in any strike by members of the union; or because of any strike by members of the union employed by the employer; or because of any strike by or participation in any strike by any other union, organisation or association or by any branch thereof, or by any members thereof who are employed the employer; or because of any stoppage of work for any cause, including breakdown of machinery or failure or lack of power, for which cause the employer is not responsible.

41 - POSTING OF AWARD

An up to date copy of this Award shall be posted and kept posted by the employer in a prominent place on the employer's premises accessible to the employees.

42 - RIGHT OF ENTRY

42.1 The Secretary or Branch Secretary or any other duly accredited representative of the Union shall on production of their authority to the employer or a representative have the right to enter any place or any premises where employees are employed at any time during normal working hours or when overtime is being worked for the purpose of interviewing employees, checking on wage rates, award breaches or safety conditions or regulations, or for the posting of any official notice of the union, so long as they do not unduly interfere with the work being performed by any employee during working time.

42.2 A representative of the union shall be a duly accredited representative if the representative is the holder for the time being of a certificate signed by the Secretary of that organisation and bearing the seal of that organisation in the following form, or in a form not materially differing therefrom:

(Name of Organisation)

This is to certify that..... is a duly accredited representative of the above-named organisation for all purposes of this Award made under the Industrial Relations Act 1988

Secretary (Seal)

.....
Specimen signature of holder.
Strictly Not Transferable.

43 - PREFERENCE OF EMPLOYMENT

43.1 Subject to the provisions of this clause absolute preference of employment shall be given to the members of the organisations of employees party to this award as listed in clause 7.

43.2 Such preference shall be limited to the point where a member of such an organisation and a person who is not a member are offering for service or employment at the same time and in the case of retrenchment, to the point where either such a member or such a person is to be dismissed from service.

44 - JUNIOR LABOUR

44.1 New South Wales

Except where inconsistent with this Award, the Awards of the New South Wales Industrial Commission shall apply to apprentices.

44.2 South Australia - Unapprenticed

- (a) The proportion of unapprenticed junior employees to tradespersons employed by an employer shall not exceed one to four. Provided nevertheless that an employer who employs two adult employees may employ one unapprenticed junior employee.
- (b) Unapprenticed junior employees shall be paid at the same rate prescribed in Clause 44.3 hereof provided that at the completion of four years' employment or on attaining 21 years of age, whichever is the sooner, such employee shall be paid the appropriate adult rate prescribed by this Award.
- (c) No unapprenticed junior shall be permitted or required by the employer to attend winches, sling timber or work power-driven machinery.

44.3 South Australia - Apprenticed

- (a) The proportion of apprenticed junior employees to tradespersons shall not exceed two to three or a fraction of three after any full multiple of three.
- (b) The minimum ordinary rate of pay to be paid to apprentices shall be in accordance with the percentages as set out in the table herein of the rate of pay prescribed by Clause 9 for a Carpenter or Joiner in the locality in which they are employed.

	Per Week Mixed Industry/Shopfitting %	Per Week Joinery %
For the 1st year	45	50
For the 2nd year	55	62
For the 3rd year	75	75
For the 4th year	90	90

The foregoing minimum rates shall be calculated in multiples of 5 cents per week, any fraction not exceeding 2 cents to be discharged.

- (i) In addition to the above rate apprentices shall receive the appropriate amount prescribed in Clause 14 - Tool Allowance.

Provided that an apprentice employee under this award who is required to perform construction work (as defined) on any day or part thereof shall be paid for the whole day an industry allowance at the rate of \$15.60 per week.

44 - Junior labour- contd

Where an apprentice has an entitlement under this provision on three or more days in any pay week he/she shall be paid the industry allowance of \$15.60 for the whole of that pay week.

apprentice's

(ii) An employer may, by agreement with the

parent or guardian, elect to provide the apprentice with a kit of tools and, subject to establishing the value of the tools at the time of providing, deduct the tool allowance until the cost of the kit of tools is reimbursed.

In the event of an apprentice being dismissed or leaving employment before the cost of the tool kit has been reimbursed the employer shall be entitled to:

- (1) deduct from any monies owing to the apprentice the amount then owing; or
- (2) by agreement retain tools at the originally nominated value to the amount still owing.

expiration of

(c) An employee who is under 21 years of age on the

the apprenticeship and thereafter works as a minor in the occupation to which the employee has been apprenticed, shall be paid the adult rate for that classification.

for the

(d) Should an apprentice attain a pass at credit standard

first annual examination the employee passes at a technical college the employee shall receive the sum of \$1.20 per week additional to the rates prescribed in subclause (b) of this subclause for the next following year of the apprenticeship.

Should the apprentice receive a pass at credit standard in the second annual examination the employee shall receive \$1.35 per week in addition to the rates prescribed in paragraph (b) of this subclause for the next following year of the apprenticeship.

For a similar pass in any subsequent examination the apprentice shall receive \$1.55 per week in addition to the rates prescribed in paragraph (b) of this subclause for the next following year of the apprenticeship.

Where an apprentice is unable to sit for an annual examination because of personal illness or injury and then attains a pass at credit standard at a deferred examination in lieu thereof, the relevant additional amount shall be

payable for the next following year of apprenticeship but from the beginning of the first pay period commencing on or after the date on which the results of that deferred examination are published only.

Any dispute as to the proof in respect of such illness shall be determined by the Commission.

- (e) Except where inconsistent with the South Australian Industrial and Commercial Training Act 1981, the general provisions of this Award shall apply to apprentices employed on work within the scope of this award.

44 - Junior labour - contd

44.4 Victoria - Apprentices

Except where inconsistent with this Award, the Regulations of the Industrial Commission of Victoria shall apply to apprentices in that State.

45 - ACCIDENT PAY

45.1 Employees (except in South Australia) shall qualify for accident pay as prescribed hereunder.

45.2 The employer shall pay an employee accident pay where the employee receives an injury for which weekly payments or compensation are payable by or on behalf of the employer pursuant to the provisions of the relevant state workers' compensation legislation.

45.3 "Accident Pay" means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the relevant worker's compensation legislation and the employee's appropriate 38 hour award rate, or, where the incapacity is for a lesser period than one week, the difference between the amount of compensation and the said award rate for that period.

45.4 An employer shall pay or cause to be paid accident pay as defined in 45.3 during the incapacity of the employee arising from any one injury for a total of twenty six weeks whether the incapacity is in one continuous period or not.

45.5 The liability of the employer to pay accident pay in accordance with this Clause shall arise as at the date of the injury or accident in respect of which compensation is payable under the relevant worker's compensation legislation and the termination of the employee's employment for any reason during the period of any incapacity shall in no way affect the liability of the employer to pay accident pay as provided in this Clause.

45.6 In the event that an employee receives a lump sum in redemption of weekly payments under the said relevant legislation, the liability of the employer to pay accident pay as herein provided shall cease from the date of such redemption.

45.7 An employer may at any time apply to the Australian Industrial Relations Commission for exemption from the terms of this Clause on the grounds that an accident pay scheme proposed and implemented by that employer contains provisions generally not less favourable to his employees than the provisions of this Clause.

46 - SETTLEMENT OF DISPUTES

Any dispute or claim as to wages and/or conditions of employment of any employee of any employer bound by the provisions of this award shall be settled in the following manner:

place of

(a) Where any claim, dispute or grievance arises at any work the aggrieved employee shall raise the matter with the immediate supervisor or foreperson.

(b) If the matter is unresolved it shall be taken up by an accredited union delegate or official (where applicable) with the employer concerned or by the employer representative with the union delegate or official as the case may be.

46 - Settlement of disputes - contd

- referred
- (c) If the matter remains unresolved it should then be referred to the Branch/State Secretary of the union/s (where applicable) to be dealt with at that employer or employee representative level.
- submitted to
- (d) If the matter is still not resolved it shall be submitted to the Federal/National Secretary of the union/s (where applicable) and the corresponding senior employer level for resolution.
- (e) In the event the matter remains unresolved it shall be referred to the Industrial Relations Commission for resolution.
- settlement,
- (f) Without prejudicing either party as to final settlement, normal work should continue throughout the above procedures save and except for issues of genuine safety.
- between
- (g) The above procedures are established and agreed to between the parties in order to minimise the effects of industrial disputes and is entered into as a measure and commitment to this effect without limiting the rights of either.

47 - ALLOWANCES FOR DISTANT JOBS

47.1 For the purposes of this clause a distant job is one in respect of which either the distance from the employees usual place of residence or the travelling facilities available, make it reasonably necessary for the employee to live and sleep away from his/her usual residence.

47.2 An employee directed by his/her employer to proceed to a distant job and complying with such direction shall be entitled to either:

- (a) Be provided with reasonable board and lodging by the employer, or
- (b) Be paid an allowance of \$264.40 per full working week
- (or
- seven days) or where the job is for less than a full working week \$37.80 per day. Provided that where such allowance is paid, the employer shall provide a hut or tent with a stretcher and mattress. Provided further that if the employee satisfies the employer that a greater outlay than that prescribed above was reasonably incurred then such allowances shall be increased to meet such outlay.

"Reasonable board and lodging" shall mean a well kept

hotel/motel type establishment with three adequate meals each day, adequate furnishings, good bedding, good floor coverings, good lighting and heating/cooling and with hot and cold running water, in either a single room or twin room if a single room is not available.

47 - Allowances for distant jobs - contd

- 47.3 (a) An employee who complies with his/her employers direction to proceed to a distant job shall be entitled on the forward journey and on the return journey upon the completion of the job to travelling time at ordinary rates of pay for the period incurred (not exceeding ordinary working hours for and on each day of travelling) in travelling between his/her home and the distant job. In addition an employee shall be paid the amount of an economy return fare and any excess payment incurred in transporting his/her tools.
- (b) On the return journey an employee shall also be paid an amount of \$12.50 to cover the expenses (if any incurred) of reaching his/her residence from the main public transport terminal.
- (c) For any meals incurred whilst travelling on either the forward or return journey an employee shall receive a payment of \$7.10 per meal.
- (d) For the purposes of this subclause "economy return fare" shall mean the total cost of the most common method of public transport (including bus, aircraft, rail, with sleeping berths if necessary) between the employees residence and the distant job and return.
- (e) Provided that:
- (i) An employee dismissed for misconduct or incompetency within one week of commencing work on a distant job, or an employee who terminates or discontinues his/her work within one month of commencing the distant job, shall not be entitled to the amount of the return fare, nor the payment for return travelling time and nor the payment prescribed by subclause 47.3(b).
- (ii) Travelling time shall be calculated as the time taken for the journey between the central or regional rail, bus or air terminal nearest the employee's usual place of residence and the locality of the work.
- 47.4 (a) Subject to subclause 47.5(a), after two months continuous service on a distant job to which an employee has been directed to attend, and thereafter at three monthly periods of continuous service thereon, an employee may return to his/her home at a weekend.
- (b) If he/she does so, he/she shall be paid the amount of an

economy return fare on the pay day which immediately follows the date on which he/she returns to the job; provided no delay not agreed to by the employer takes place in connection with the employee's commencement of work on the morning of the working day following the weekend.

days (c) Provided, however, that within a further twenty-eight after the expiration of any such two or three month period as mentioned above, then the provisions of this subclause shall not apply.

47 - Allowances for distant jobs - contd

47.5 (a) Notwithstanding the provisions of subclause 47.4, where the location of a distant job is in an area to which air transport is the only practical means of travel an employee may return home after 4 months continuous service and shall in such circumstances be entitled to 2 days leave with pay in addition to the weekend.

An employee may return home after each further period of 4 months continuous service and in each case he/she shall be entitled to 2 days leave, of which 1 day shall be paid leave.

(b) Payment for leave and reimbursement of any economy air fare paid by the employee shall be in accordance with subclause 47.4(b) and 47.4(c) except that "four months" will be substituted for "two or three months".

47.6 The application of subclause 47.4 or subclause 47.5 shall be established by agreement as soon as practicable after the commencement of the distant job. The entitlement therein shall be taken as soon as reasonably practicable after it becomes due, however, it shall lapse after a further period of two months provided that the employee has been notified in writing by the employer of his/her entitlement and the expiry date herein prescribed, in the week prior to such entitlement become due. (Proof of such written notice shall lie with the employer).

47.7 The leave entitlements prescribed in subclauses 47.4 and 47.5 shall count as periods of service for all purposes of this award.

47.8 In special circumstances, and by agreement with the employer, the entitlement of subclauses 47.4 and 47.5 may be granted earlier or taken late without altering the accrual of the entitlements.

47.9 Payment of entitlements in subclauses 47.4 and 47.5 shall not be made unless availed of by the employee.

47.10 An employee who is provided with full board and lodgings in accordance with subclause 47.2(a) and who works the ordinary hours as required on the day before and the day after a weekend and who notifies the employer or employer's representative no later than Tuesday of each week, of his/her intention to return to his/her residence at the weekend and actually does so, shall be paid an allowance of \$21.20 for each occasion.

47.11 If an employer and the employee so agree in writing, the paid rostered day off as prescribed in Clause 17 may be taken, and paid for, in conjunction with and additional to the return home leave as prescribed in subclauses 47.4 and 47.5, or at the end of the work on the distant job or on termination whichever comes first.

48.1 Definitions

member (a) "Employee" means an employee who is eligible to be a member of The Construction, Forestry, Mining and Energy Union, The Federation of Industrial, Manufacturing and Engineering Employees or the Operative Painters and Decorators Union, and is an employee of a participating employer in the Fund.

48 - Superannuation - contd

Funds. (b) "Approved Fund" shall mean any one of the following

(i) Allied Construction Employees Superannuation Scheme as amended from time to time, and includes any superannuation scheme which may be made in succession thereto, or

the (ii) an alternative superannuation scheme conforming to Commonwealth Governments Operational Standards for Occupational superannuation and which is agreed to by the Unions.

Any dispute rising in relation to this issue shall be referred to the Australian Industrial Relations Commission for determination.

and (c) "The Unions" means the Construction, Forestry, Mining, Energy Union, the Federation of Industrial, Manufacturing and Engineering Employees, and the Operative Painters and Decorators Union.

(d) "Ordinary time earnings" of an employee shall, for the purposes of this award, mean the classification rate, industry allowance, tool allowance, and where applicable supplementary payments, and shift work premiums.

has (e) "Participating employer" shall mean an employer who signed a deed of adherence to the trust deed of an approved fund.

48.2 Parties Bound

This clause shall apply to and be binding upon:

the (a) The Construction, Forestry, Mining and Energy Union, Federation of Industrial, Manufacturing and Engineering Employees, and the Operative Painters and Decorators Union their officers and members;

their (b) All employer respondents to the award in respect of employees carrying out duties within the scope of this award.

48.3 Employer Contributions

shall (a) After consultation with the employees, the employer
nominate the approved fund to which the contributions shall
become payable and shall apply to the trustee of the fund to
become a participating employer; and each employee shall make
application to be a member of the "approved fund".

"approved (b) Each employer shall pay to the Trustee of then
fund" on behalf of each employee covered by this award, an
amount equivalent to 3% of ordinary time earnings (as
defined) per pay period rounded to the nearest whole dollar.

48 - Superannuation - contd

48.4 Employers Bound By Other Schemes

An employer already paying contributions on behalf of an employee to a preexisting superannuation scheme shall not be required to make additional contributions in accordance with subclause 48.3 hereof where:

(a) Contributions have been made in respect of a period of work

to the Construction + Building Unions Superannuation scheme (C+BUS), the Construction Employees Consolidated Fund, and the Combined Trade Union Retirement Fund, or similar recognised onsite schemes.

(b) Employer contributions have been made on behalf of an employee to a fund which conforms to the Government's Operational Standards for Occupational Superannuation; any such employer shall be exempt from the operation of this clause provided that such employer contribution is not less than that stipulated in subclause 48.3 hereof.

48.5 Proof of Exemption

The employer of an employee required to carry out periods of onsite work who is a participating employer in a superannuation fund other than an approved fund listed in paragraph 48.1(b) hereof, but is not a participating employer of an onsite superannuation fund, would be responsible for obtaining the necessary clearance before the period of onsite work commences.

48.6 Majority

Where the majority of employees in a particular off-site establishment are already covered by a pre-existing superannuation scheme which conforms to the Commonwealth Government's Occupational Superannuation standards, this clause will not apply provided that the employer is making contributions at a rate not less than 3 per cent of ordinary time earnings for each employee otherwise covered by this clause.

48.7 Apprentices

An apprentice employed by an employer registered as a participating employer with an approved fund shall be eligible to have contributions paid by that employer for periods of work under this award, regardless of whether the indentures are entered into under this award or a State Apprenticeship Act however titled.

Apprentices indentured to group Apprenticeship Schemes shall be exempt from the provisions of this clause.

48.8 Unpaid Absences

An employer shall not be required to make a contribution on behalf of an

employee who is absent from work without pay.

48 - Superannuation - contd

48.9 Employee Contributions

wish to (a) Subject to the rules of the Fund, employees who may make contributions to the Fund additional to those being paid pursuant to subclause 48.3 hereof, shall be entitled to do so. Such employees may either forward their own contribution directly to the Fund administrators or, where it is practicable to do so, authorise the employer to pay into the fund from the employee's wages amounts specified by the employee.

forwarded by (b) Additional employee contributions to the Fund the employer at the employee's request shall be subject to the following conditions:

- (i) The amount of contributions shall be expressed in whole dollars.
- (ii) Employees shall have the right to adjust the level of their own contributions from the first of the month following the giving of one months written notice to the employer. Provided that by agreement with the employer, employees may, at other times vary their additional contribution in extenuating circumstances.

48.10 Cessation of Contributions

An employee's eligibility for employer contributions to the Fund will cease on the last day of employment with the respondent employer and the respondent employer shall not make any contributions to the Fund in respect of any period beyond that last day of employment.

48.11 Approved Status

Should the scheme lose its approved status under the Income Tax Assessment Act or if the scheme fails to conform fully to the standard laid down by the office of the Occupational Superannuation Commissioner the employer may suspend employer contributions immediately and until such time as compliance is achieved.

49 - AGED OR INFIRM WORKERS

Any application for the payment of wages at a lower rate than prescribed in this Award to an employee who is unable to earn a wage at the minimum rate shall be made to the Australian Industrial Registry for determination in accordance with section 123 of the Act.

50 - EMERGENCY ARRANGEMENTS

50.1 South Australia (other than Precast Concrete Manufacture)

Award, (a) Notwithstanding anything elsewhere contained in this
the following provisions shall apply in the State of South
Australia in the case of an employer who is subjected through
no fault of his/her own to restriction or rationing in the
use of electric energy or coal gas:

50 - Emergency arrangements - contd

(i) If, by reason of such restriction or rationing, he/she is unable usefully to employ an employee for the whole or part of any day or shift he/she may deduct from the wages of that employee payment for any part of the day or shift such employee cannot be usefully employed. Provided that -

- (1) if an employer requires the employee to attend for work but is not able to employ him/her usefully, the employee shall be entitled to be paid for two hours work;
- (2) where an employee commences work he/she shall be entitled to be paid for four hours work;
- (3) an employee stood down shall be regarded as having continuity of service and employment for the purposes of annual leave;
- (4) this subclause shall not apply to apprentices.

(ii) He/she may require any employee to perform his/her ordinary hours of work, or any such ordinary hours of work, at any time on any day on the basis of 38 hours per week. The following rates of pay shall apply for such work;

- (1) For work performed on Monday to Fridays from 7.00 a.m. to 5.30 p.m. and on Saturdays from 7.00 a.m. to noon - ordinary time.
- (2) For work performed between noon and midnight on Saturday - ordinary rates plus 25 per cent.
- (3) For work performed between midnight on Saturdays and midnight on Sundays - time and a half.
- (4) For work performed at all other times - ordinary rates plus 10 per cent.

Provided that when an employee is required to commence work between the hours of 9.30 p.m. and 6.00 a.m. the amount that he/she shall receive shall not be less than an amount of 25 per cent more than the amount he/she would receive if paid at ordinary day rates.

(iii) He/she may employ shift workers on afternoon or

night

shifts only at the rate of pay prescribed in this award for shifts which rotate or alternate with another shift or with day work and which give to the shift worker

one-third of his/her working time off night shift in each shift cycle.

50 - Emergency arrangements - contd

- (iv) He/she may alter the time at which meal breaks are usually taken and/or the duration of them in order to avoid or mitigate the effects of such restriction or rationing without being liable to pay penalty rates for work done during the normal meal breaks; provided that the commencing time of any meal break is not made more than one hour earlier or later than usual and that a meal break of at least 20 minutes is allowed.

Provided also that the employer shall wherever it is practicable, consult with the representative of the Union before acting under this paragraph.

- (v) He/she may, by agreement with an employee, allow to such employee, the whole or any part of the annual leave prescribed by this Award, without being liable to give such employee the notice normally required for that purpose.

(vi) Nothing contained in this clause shall operate as to reduce the shift premiums payable to employees who were shift workers working on afternoon or night shifts only at the date of the imposition of restrictions or rationing as aforesaid.

(b) Notwithstanding anything elsewhere contained in this Award, the provisions of this clause shall also apply mutatis mutandis in the case of an employer who uses an auxiliary power plant for the purposes of providing employment for his/her employees whilst such restriction or rationing is in force and who:

(i) is unable to usefully employ an employee for the whole of any day or shift by reason of a breakdown in such plant through no fault of his/her own; or

(ii) because of the inability of the auxiliary power plant to meet the normal demands for power -

(1) finds it necessary to require any employee to perform his/her ordinary hours of work (or any such ordinary hours of work) outside the hours normally worked by such employee; or

(2) to alter the time at which meal breaks are usually taken and/or the duration of them.

matter upon

(c) Leave is reserved to the parties to apply on this two days notice in writing.

his/her

(d) In the case of an employer who is unable to resume normal operations after the lifting of restrictions and/or rationing of electric energy or coal gas, these provisions are extended for a period not exceeding;

(i) should notification of the lifting of restrictions or rationing be received between midnight on Friday and noon on Thursday in any week to 7.00 a.m. on the following Saturday; or

50 - Emergency arrangements - contd

(ii) should notification of the lifting of restrictions or rationing be received between noon on Thursday and midnight on Saturday in any week - up to 7.00 a.m. on the Saturday in the following week.

50.2 Victoria (other than Prefabricated Building)

Award (a) Notwithstanding anything elsewhere contained in this the following provisions shall apply in the State of Victoria in the case of an employer who is subjected to restriction or rationing in the use of electric energy and/or coal gas and/or the emergency disconnection thereof in accordance with orders or regulations approved by the appropriate lawful authority:

(i) If by reason of such restriction or rationing or emergency disconnection he/she is unable usefully to employ an employee for the whole or part of any day or shift, he/she may deduct from the wages of that employee payment for any part of the day or shift such employee cannot be usefully employed;

Provided that -

- (1) if an employer requires the employee to attend for work but is not able to employ him usefully the employee shall be entitled to be paid for two hours work;
- (2) where an employee commences work he/she shall be entitled to be paid for four hours work;
- (3) this subclause shall not apply to apprentices.

his/her (ii) He/she may require any day worker to perform ordinary hours of work (or any such ordinary hours of work) at any time on any day other than on a Sunday on the basis of thirtyeight hours per week. The following rates of pay shall apply for such work:

- (1) For work performed on Monday to Friday from 7.00 a.m. to 5.30 p.m. and on Saturday from 7.00 a.m. to noon - ordinary time.
- (2) For work performed between noon and midnight on Saturdays - ordinary rates plus 25 per cent.
- (3) For work performed at all times other than on a

Sunday - ordinary rates plus 10 per cent.

Provided that when a worker is required to commence work between the hours of 9.30 p.m. and 6.00 a.m. the amount he/she shall receive shall not be less than an amount of 50 per cent more than the amount he/she would receive if paid at ordinary day rates.

50 - Emergency arrangements - contd

his/her (iii) He/she may require any shift worker to perform hours of work at any time other than on a Sunday on the basis of thirty eight hours per week. The following rates of pay shall apply for such work;

(1) For day work or day shift work - ordinary time.

(2) For work performed between noon and midnight on Saturdays - ordinary rates plus 25 per cent.

(3) For afternoon and night shifts - ordinary rates plus 10 per cent.

Provided that when a shift worker is required to commence work between the hours of 9.30 p.m. and 6.00 a.m. the amount he/she shall receive shall not be less than an amount of 50 per cent more than the amount he/she would receive if paid at ordinary rates.

(4) Nothing contained in this subclause shall operate so as to reduce the shift premiums payable to employees who were shift workers working on afternoon and night shifts only at the date of such interference as aforesaid and who continue to work on such shifts.

(iv) He/she may alter the time at which meal breaks are usually taken and/or the duration of them, in order to avoid or mitigate the effects of such interference without being liable to pay penalty rates for work done during the normal meal breaks; provided that the commencing time of any meal break is not made more than one hour earlier or later than usual and then a meal break of at least twenty minutes is allowed; and provided also that the employer shall, wherever it is practicable, consult with the representative of the Union before acting upon this paragraph.

Award, (b) Notwithstanding anything elsewhere contained in this the provisions of this clause shall also apply mutatis mutandis in the case of an employer who uses an auxiliary power plant for the purpose of providing employment for his/her employees whilst such restriction or rationing or emergency disconnection is in force and who:

(i) is unable to employ an employee for the whole of any day or shift by reason of a breakdown in such plant through no fault of his/her own; or

plant

(ii) because of the inability of the auxiliary power

to meet the normal demands for power -

(1) finds it necessary to require any employee to perform his/her ordinary hours of work (or any such ordinary hours of work) outside the hours normally worked by such employee; or

50 - Emergency arrangements - contd

(2) finds it necessary to alter the time at which meal breaks are usually taken and/or the duration of them.

(c) Leave is reserved to the parties to apply in this matter upon two days notice in writing.

51 - ADULT TRAINEE TERRAZZO WORKER

"Adult Trainee Terrazzo Worker" means an employee selected by the employer for the purpose of being taught the trade of a terrazzo worker. During the period of tuition the employee shall receive the appropriate rate of pay set out in Clause 9 and upon the satisfactory completion of the traineeship at the expiration of two years from the date of commencement of such traineeship shall be classified as a terrazzo worker tradesperson and receive the appropriate rate of pay for such workers in Clause 9 of this award.

A person so classified by an employer shall be notified by the employer in writing to that effect. Nothing contained herein shall deprive the employer of the rights of terminating the said traineeship within 12 months in the event of the employee not progressing satisfactorily or for reasons which justify summary dismissal or for reasons due to business fluctuations. Upon the commencement of an adult trainee terrazzo worker's traineeship the following letter of intent shall be issued to the employee by the employer:

"TO WHOM IT MAY CONCERN

This is to certify that on this day of..... Mr/Ms..... has been classified as per Clause 9 of the National Joinery and Building Trades Products Award as an "Adult Trainee Terrazzo Worker". Wages and other conditions shall be adjusted periodically as per the appropriate rates and allowances enumerated in Clause 9 of the National Joinery and Building Trades Products Award as varied from time to time.

.....(Signed)"

Upon the satisfactory completion of the traineeship the employee shall be duly classified under this Award as a tradesperson or machinist and paid as such and this letter of intent shall be endorsed, indicating that the traineeship has been satisfactorily completed.

52 - OTHER CONDITIONS OF EMPLOYMENT

This clause shall only apply to Her Majesty the Queen in right of the State of South Australia.

52.1 The following conditions of employment Hours; Shift Work; Rest Periods; Meal and Crib Times; Overtime and Special Time; Meal Allowance and other conditions of employment shall be those prescribed by the award, determination, or agreement of this commission or the South Australian

Industrial Commission, applying to the majority of employees employed in the establishment by the employer.

52 - Other conditions of employment - contd

52.2 With respect to carpenters or joiners on construction work performed "onsite" the only provisions of the National Building and Construction Industry Award 1990 to apply, in accordance with subclause 16.2 of this award, shall be the following: 6 Scope, 10 Industry Allowance and Underground Allowance, 13 Multi-Storey Allowance, 15 Compensation for Travel Patterns etc, 16 Hours of Work, 17 Rest Periods and Crib Times, 18 Overtime and Special Time, 19 Weekend Work, 22 Inclement Weather, 23 Meal Allowance, 24 Distant Work, 34 Special tools and Clothing, 38 Definitions and 47 Settlement of disputes.

APPENDIX A

BROADBANDED GROUP DEFINITIONS AND SKILL LEVEL DESCRIPTIONS

BROADBANDED GROUP/LEVEL 1

[Relativity to Broadbanded Group/Level 5 : 78%]

An employee at this level will undertake up to 38 hours induction training which may include information on the company, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety, equal employment opportunity and quality control/assurance.

An employee at this level performs routine duties essentially of a manual nature and to the level of their training:

1. performs work as directed;
2. performs routine duties essentially of a manual and repetitive nature ;
3. is responsible for the quality of their own work subject to direct supervision;
4. works in a safe manner so as not to injure themselves or other employees;
5. is able to solve basic problems associated with their work;
6. whilst undertaking structured training performs work within the scope of that training subject to safety and training requirements.

Indicative of the tasks which an employee at this level may perform are the following:

- * carry out general labouring and cleaning duties from written or verbal instructions.
- * provides assistance to other employees at this or other skill levels within their level of skill and training.
- * any other tasks as directed in accordance with their level of skill and training.

Appx:A - contd

BROADBANDED GROUP/LEVEL 2
[Relativity to Broadbanded Group/Level 5 : 82%]

An employee to be classified at this level will have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform work within the scope of this level.

Employees at this level perform work above and beyond the skills of an employee at level 1 and to the level of their skill and training:

1. perform work as directed;
2. exercise limited discretion and utilise basic fault finding skills in the course of their work;
3. work in a safe manner so as not to injure themselves or other employees;
4. understand and undertake basic quality control/assurance procedures subject to supervision;
5. whilst undertaking structured training perform work within the scope of that training subject to safety and training requirements;

Indicative of the tasks which an employee at this level may perform are the following:

- in
- * repetitive fixing of pre-made components or parts of any article pre-determined ways, using basic written, spoken and or diagrammatic instructions;
 - * repetition work on automatic, semi automatic or single purpose machines or equipment;
 - * uses selected hand tools and hand operated power tools;
 - * maintains simple records;
 - * manual handling skills;
 - * uses hand trolleys and pallet trucks;
 - * problem solving skills.

Appx:A - contd

BROADBANDED GROUP/LEVEL 3
[Relativity to Broadbanded Group/Level 5 : 87.4%]

An employee to be classified at this level will have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform work within the scope of this level.

Employees at this level perform work above and beyond the skills of an employee at level 2 and to the level of their skill and training:

1. perform work as directed;
2. exercise limited discretion and utilise basic fault finding skills in the course of their work;
3. work in a safe manner so as not to injure themselves or other employees;
4. understand and undertake basic quality control/assurance procedures subject to supervision;
5. perform routine duties which may involve the use of machinery or tools;
6. whilst undertaking structured training perform work within the scope of that training subject to safety and training requirements;

Indicative of the tasks which an employee at this level may perform are the following:

- * produce standard components operating machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at level 2;
- * ability to interpret and follow standards procedures;
- * operates flexibility between assembly stations;
- * receiving, despatching, distributing, sorting, checking, packing, documenting and recording of goods, materials and components;
- * basic inventory control in the context of a production process;
- * basic keyboard skills;
- * operation of mobile equipment including forklifts, hand trolleys, pallet trucks, overhead crane and winch operation;
- * ability to measure accurately;
- * assists one or more tradespersons [i.e. level 5 and above];
- * problem solving skills.

Appx:A - contd

BROADBANDED GROUP/LEVEL 4
[Relativity to Broadbanded Group/Level 5 : 92.4%]

An employee to be classified at this level will have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform work within the scope of this level.

Employees at this level perform work above and beyond the skills of an employee at level 3 and to the level of their skill and training:

1. perform work as directed;
2. exercise discretion and utilise basic fault finding skills in the course of their work;
3. work in a safe manner so as not to injure themselves or other employees;
4. is responsible for the quality of their own work subject to limited supervision;
5. works from more complex standards and procedures;
6. whilst undertaking structured training perform work within the scope of that training subject to safety and training requirements;

Indicative of the tasks which an employee at this level may perform are the following:

* carries out tasks from basic plans, sketches and drawings in conjunction with appropriate written or verbal instructions;

* operates materials handling equipment requiring a licence or certificate.

* set up and operate and adjust machinery to produce more detailed components to exact specifications and standards;

* fix components or parts in pre-determined ways and is able to undertake simple rectification work to jobs in progress;

* provides assistance to other employees at this and other skill levels within their level of skill and training;

* any other tasks as directed in accordance with their level of skill and training;

* ability to complete simple clerical tasks;

- * ability to select suitable methods for completing tasks and plan the order in which to complete them.
- * keyboard skills at a level higher than that of an employee at level 3.
- * lubrication of production machinery equipment.
- * problem solving skills.

Appx:A - contd

BROADBANDED GROUP/LEVEL 5
[Relativity to Broadbanded Group/Level 5 : 100%]

An employee to be classified at this level will hold a trade certificate, Tradesperson's Rights Certificate, or have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform work within the scope of this level.

Employees at this level perform work above and beyond the skills of an employee at level 4 and to the level of their skill and training:

1. understand and apply quality control techniques;
2. able to inspect products and/or materials for conformity with established operational standards;
3. exercise good interpersonal communication skills;
4. exercise discretion and utilise basic fault finding skills in the course of their work;
5. work in a safe manner so as not to injure themselves or other employees;
6. perform work under limited supervision either individually or in a team environment;
7. conducts training in conjunction with a skilled trainer as required;
8. whilst undertaking structured training perform work within the scope of that training subject to safety and training requirements.

Indicative of the tasks which an employee at this level may perform are the following:

- * carries out tasks from basic plans, sketches and drawings in conjunction with appropriate written or verbal instructions;
- * produce select materials and operate machinery and/or equipment to articles in accordance with trade standards;
- * tools identifies and initiates relevant action to obtain materials, and machinery requirements for a particular job;
- * maintenance and use of hand held pneumatic, power and personal tools;

Appx:A - contd

* understands and undertakes basic quality control/assurance procedures on the work of employees in lower classifications;

* assists in the provision of on-the-job training in conjunction with other tradespersons and supervisors;

* exercises keyboard skills at a level high than level 4;

* operates all lifting equipment incidental to his/her work;

* performs non-trade tasks incidental to his/her work;

* performs work which, while primarily involving the skills of an employee's trade, is incidental or peripheral to the primary task

incidental and facilitates the completion of the whole task. Such or peripheral work would not require additional formal technical training;

* approves and passes first-off samples and maintains quality of product;

plant * operates, sets up and adjusts all production machinery in a to the extent of his/her training;

* can perform a range of maintenance functions;

* understands and applies computer techniques as they relate to production process operations;

requirements of * high level of stores and inventory responsibility beyond the an employee at level 4;

skill * any other tasks as directed in accordance with their level of and training.

Appx:A - contd

BROADBANDED GROUP/LEVEL 6
[Relativity to Broadbanded Group/Level 5 : 105%]

An employee to be classified at this level will have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform work within the scope of this level.

Employees at this level perform work above and beyond the skills of an employee at level 5 and to the level of their skill and training:

1. perform work under general supervision either individually or in a team environment. Is able to examine, evaluate and develop solutions to problems within the scope of this level;
2. understand and implement quality control techniques and is responsible for the quality of their work and is able to identify faults in the work of others at this or lower levels;
3. exercise discretion and utilise fault finding skills in the course of their work;
4. work in a safe manner so as not to injure themselves or other employees. Is able to identify hazards and unsafe work practices which may affect others in the team environment;
5. exercise good interpersonal skills;
6. provides guidance and assistance as part of a work team;
7. whilst undertaking structured training perform work within the scope of that training subject to safety and training requirements.

Indicative of the tasks which an employee at this level may perform are the following:

- * read, interpret and calculate information from production drawings, prints or plans;
- * assists in the provision of on-the-job training in conjunction with other tradespersons and supervisors;
- * exercise trades skills relevant to the requirements of the enterprise at a level higher than an employee at level 5;
- * operates a wide range of complex machines or equipment in the workplace;

*
others;

ability to apply relevant legislation to work of self and

*
skill

any other tasks as directed in accordance with their level of
and training.

Appx:A - contd

BROADBANDED GROUP/LEVEL 7
[Relativity to Broadbanded Group/Level 5 : 110%]

An employee to be classified at this level will have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform work within the scope of this level.

Employees at this level perform work above and beyond the skills of an employee at level 6 and to the level of their skill and training:

1. exercise the skills attained through satisfactory completion of the training and standard prescribed for this classification;
2. provide guidance and assistance as part of a work team;
3. assist in the provision of training in conjunction with supervisors and trainers;
4. understand and implements quality control techniques and is responsible for the quality of their work and is able to identify faults in the work of others at this or lower levels;
5. work in a safe manner so as not to injure themselves or other employees. Is able to identify hazards and unsafe work practices which may affect others in the team environment;
6. exercise excellent interpersonal skills;
7. perform work under limited supervision either individually or in a team environment;
8. exercise discretion within their level of training;

Indicative of the tasks which an employee at this level may perform are the following:

- * exercises high precision trade skills using various materials and/or specialised techniques;
- * performs operations on a CAD/CAM terminal in the performance of routine modifications.

SCHEDULE A - RESPONDENT EMPLOYER ORGANISATIONS

Australian Chamber of Manufactures
370 St Kilda Rd,
Melbourne, VIC, 3000.

Master Builders Association of New South Wales
52 Parramatta Rd.,
Forest Lodge, NSW, 2037

Master Builders Association of Victoria
332 Albert St.,
East Melbourne, VIC, 3002

Victorian Employers Chamber of Commerce and Industry
Employers House
50 Burwood Rd.,
Hawthorn, VIC, 3122

SCHEDULE B - RESPONDENT EMPLOYERS

New South Wales

A.M.I. Shopfitters P/L, 236 Lawrence Street, Alexandria, NSW 2015

Almod Pty Ltd, Unit 4 257 Edgar St, Condell Park, NSW 2200

Beattie & McCullough P/L, White Street, Dubbo, NSW 2830

Caringbah Joinery Works, 8 Willarong Rd, Caringbah, NSW 2229

Coles-Myer Ltd, 127 Liverpool St, Sydney, NSW 2007

Commonwealth Bank of Australia, 175 Pitt Street, Sydney, NSW 2000

George Hudson Homes, 163 Chifley St, Smithfield, NSW 2164

George Ward P/L, 44 Chippendale St, Chippendale, NSW 2008

Gladesville Joinery P/L, 33 Buffalo Rd, Gladesville, NSW 2111

Grace Bros P/L, Broadway, NSW 2007

H.E. Bulbrook & Son P/L, 75 Reserve Rd, Artarmon, NSW 2064

Hinds Joinery Works, 189 Fitzroy St, Dubbo, NSW 2830

Hubbards Cupboards P/L, 151 Concord Rd, North Strathfield, NSW 2137

J.P. Cordukes P/L, 9 Parramatta Rd, Concord, NSW 2137

L & D Joinery P/L, 93 Rockwood Road, Yagoona, NSW 2199

M.B.A. NSW, 52 Parramatta Road, Forest Lodge, NSW 2037

MCL Gall A, 91 Woodlands Ave, Lugarno, NSW 2210

Odlin International P/L, 56/58 Elizabeth St, Wetherill Park, NSW 2164

Pacific Joinery Co, 25 Dickson Ave, Artarmon, NSW

Ramplin Joinery P/L, 19 Bibby St, Chiswick, NSW 2046

RM & RJ Harvies, 23 Barry Ave, Mortdale, NSW 2223

Roseville Joinery P/L, 23 Chapel St, Marrickville, NSW 2204

Stockland (Constructions) P/L, 1181 Castlereagh St, Sydney, NSW 2000

Stocks & Holdings Ltd, 113 Wood Park Rd, Smithfield, NSW 2164

Universal Partitioning P/L, 60 Tennyson Rd, Mortlake, NSW 2137

W.E. Dellow Constructions P/L, 17 Norman St, Peakhurst, NSW 2210

Wallace & McGee (Sales) P/L, 86 Macquarie St, Dubbo, NSW 2210

Wyong Timber Milling Co, P/L, Pacific Hwy, Wyong, NSW 2259

Sched B:Respondent employers - contd

Victoria

A. J. Walker, 7 Valleyview Rd, Malvern East, Vic 3130

Arthur Yates and Partners, 4 George St, Blackburn, Vic 3130

Australian Chamber of Manufactures, 370 St Kilda Rd, Melbourne, Vic 3000

Beddoe F.G., 23 Stanley Street, Elsternwick, Vic 3185

Blake Bros, 955 Plenty Rd, Preston, Vic 3072

Breschi Const P/L, 15 Balfour St, Doncaster, Vic 3108

Burn E.F., 34 Autumn St, Geelong West, Vic 3218

Cameo Stone Lettering P/L, 1118 Sydney Rd, Fawkner, Vic 3060

Charles Heath & Sons, CNR Centre & Dandenong Rd, Springvale, Vic 3171

Crown Solicitor Vic Her Majesty Queen State of Victoria, 549 Lonsdale Street,
Melbourne, Vic 3000

Cumming Cabinets, 9 Ebden Street, Moorabbin, Vic 3189

Dept of Planning & Housing, 1 Treasury Place, Melbourne, Vic 3000

Dept. of Conservation & Environment, 240 Victoria Pde, East Melbourne, Vic 3002

Dowell Windows, 188 Canterbury Road, Bayswater, Vic 3168

Dunn F.J. Joinery Works, 3 Yarrowee St., Sebastopol, Vic 3356

E.W. Bulte, 4 Queen Street, Ararat, Vic 3218

Eagle Joinery P/L, 4 Rocco Drive, Scoresby, Vic 3143

Edwards G.B., 914 High St, Armadale, Vic 3143

G.J. Nicholson, 102A Macarthur St, Ballarat, Vic 3350

G.J. Trewin, 14 Wickham Gve, Strathmore, Vic 3041

Goyne A., 9 Batt Avenue, Wodonga, Vic 3690

Grange Joinery P/L, 6/6 Roper Street, Moorabbin, Vic 3189

Gwillan SW., 1 Brickleigh Court, South Camberwell, Vic 3124

Harding D, 32 Wimba Avenue, Kew, Vic 3101

Harris ES & Co P/L, 43 Kepler Street, Warrnambool, Vic 3280

Housing Commission Victoria, 179 Queen Street, Melbourne, Vic 3000

J. Pryor, 226 Dawson St, South Ballarat, Vic 3350

J. Swain Rear 36 Walker St, Clifton Hill, Vic 3068

Sched B:Respondent employers (Vic.) - contd

Jones W.T. & Sons, Piper St, Kyneton, Vic 3444

Kenyon CJ, 312 Doveton St, North Ballarat, Vic 3550

Knowles E & Sons, 1122 Sydney Rd, Fawkner, Vic 3060

Kronk RA, 1107 Neale St, Bendigo, Vic 3550

Layton Granite Industry, Cnr 5th Ave and Market St, West Footscray, Vic 3011

Le Ray J., 76 Napier Cres, Essendon, Vic 3040

Limbrick L & Son P/L, 514 Neerim Rd, Murrembeena, Vic 3163

Lloyd Homes Ltd, 155 Learmouth St, West Ballarat, Vic 3350

Master Builders Association of Victoria, 332 Albert St, East Melbourne, Vic 3002

McAulay C & A, 33 Queens Ave, Oakleigh, Vic 3166

Melbourne City Council, Town Hall, Swanston St, Vic 3000

Melbourne Harbor Trust Commissioners, 29 Market St, Melbourne, Vic 3000

Melbourne Water, 625 Little Collins St, Melbourne, Vic 3000

Morris W T and Son, 4(A) Leslie Gr, Brighton Beach, Vic 3000

Muirhead Constuctions P/L, 20 Foncec St, Mordialloc, Vic 3195

North Fawkner Joinery & Builders Supplies P/L, 21 Leo St, Fawkner, Vic 3060

Rural Water Commission, 590 Orrong Road, Armadale, Vic 3143

Sapri Const P/L, 880 Brunswick St, North Fitzroy, Vic 3068

Stevens Homes P/L, 302 Main Rd, St Albans, Vic 3121

Stewart Bland and Son, 6 Morrison St, Bairnsdale, Vic 3875

T P Sarah Builder, 15 Waller Ave, Ballarat, Vic 3350

Timber Merchants Assoc., 180 Whitehorse Rd, Blackburn, Vic 3130

Vic Roads, 60 Denmark St, Kew, Vic 3101

Victorian Employers Chamber of Commerce & Industry, Employers House, 50 Burwood Road, Vic 3122

Westfield Corp Vic. Ltd, Cnr Williamstown & Doncaster Rd, Doncaster, Vic 3108

Weymouth W G, 35 Black Street, Brighton, Vic 3186

Yarrawonga Housing Indus. P/L, P.O. Box 198, Yarrawonga, Vic 3730

Sched B:Respondent employers - contd

Queensland

Atco Structures Qld, 4 Formation Street, Wacol, Qld 4076

Confit Products P/L, 11 Quinda St, Wacol, Qld 4076

John Murchie Constructions, P.O. Box 1121, Bundaberg, Qld 4670

Tomi Australia P/L, P.O. Box 223, Aitkenvale, Qld 4814

South Australia

A. Lange and Sons, 30 Dixon Road, Windsor Gardens, SA 5087

A.B. Joinery P/L, Cnr Francis Rd & Davis St, Wingfield, SA 5013

A.N.Z. Bank, 75 King William St, Adelaide, SA 5000

Adcock R.E. & Son Real Estate Agents, 396 Greenhill Road, Glenside, SA 5065

Adelaide Brighton Cement Ltd, 296 St Vincent Place, Adelaide, SA 5000

Adelaide Children's Hospital, 72 King William St, North Adelaide, SA 5006

Albert Delfabbro P/L, 6 Deeds Road, Plympton, SA 5038

Almond and Peterson, 79 Osmond Tce, Norwood, SA 5067

Alpine Constructions, 89 South Road, Hindmarsh, SA 5007

Amadio Constructions P/L, 413 Payneham Rd, Felixstowe, SA 5070

Amatek Ltd, 14 Blakney Road, Ottoway, SA 5013

AMP Maintenance, Cnr King William St & Nth Terr, Adelaide, SA 5000

Apcel Paper Mfrs P/L, Princess Highway, Snuggery, SA 5280

Asbestos Cement Pty Ltd, Largs Tce, Birkenhead, SA 5015

Associated Joiners, 5 Brown Street, Brompton, SA 5007

Atlas Construction Builders, 13 West Street, Beverley, SA 5009

Atlas Joinery, 13 West Street, Beverley, SA 5009

Atlas Prefab Construction, 13 West Street, Beverley, SA 5009

Australian Cotton Textile Ind Ltd, Actil Avenue, Woodville, SA 5011

Australian Surfacing Contractors P/L, 1180 Old Port Rd, Royal Park, SA 5014

Australian Wheat Board, 124 South Tce, Adelaide, SA 5000

Averay R.A., 95 Rosetta St, West Croydon, SA 5008

B J I Kitchens, 351 Main Road, Morphett Vale, SA 5162

B. Seppelt and Sons Ltd, 27 Gresham St, Adelaide, SA 5000

Sched B:Respondent employers (SA) - contd

B.A.L.M. Paints P/L, Lipson St, Port Adelaide, SA 5015

B.F.Q. Building Co, 44 Augusta Street, Maylands, SA 5069

B.I. Baker, 54a Avonmore Ave, Trinity Gardens, SA 5086

B.R. Construction (Cabinets), 3/23 Donegal Road, Lonsdale, SA 5160

Bailey M.L. & Co Ltd, 73 Rakes Rd, Broadview, SA 5083

Ballestrin Concrete Constructions Pty Ltd, 67 White Avenue, Lockleys, SA 5032

Bament Builders P/L, 2 Martin Rd, Seaton, SA 5023

Bannister R & Co, 25 Murray Street, Henley Beach, SA 5022

Baron R & Son Pty Ltd, 7 Melbourne Street, Mitcham, SA 5062

Barrett & Barrett Ltd Real Estate Agents, 165 Pirrie Street, Hindmarsh, SA 5007

Bartel Bros, 39 Victoria St, Victor Harbour, SA 5211

Battams F.N. & Sons, 4 Walsh St, Payneham, SA 5070

Battams F.M. & Sons, 4 Walsh St, Payneham, SA 5070

Battistello F. & Co., 71 Todville St, Woodville West, SA 5011

Bell C.N., 32 Lawrie St, Henley Beach, SA 5022

Bell J.H. & Co. Ltd, 3 Manfred St, Hayhurst, SA 5000

Bennets Building Co, 16 Cameron Road, Elizabeth, SA 5112

Berri Co-op Packing Union Ltd, Box 227, Berri, SA 5343

Berrigo Co-op Ltd., Sturt Highway, Berri, SA 5343

Bickford Building Constructions Co Ltd, 6 Dequettville Terrace, Kent Town, SA 5067

Bickford Interiors Mft, 71 Payneham Road, College Park, SA 5069

Birchard FWH, 15 Harvey Terrace, Glenelg North, SA 5045

Bissland A.S. Ltd, 701 Port Road, Kilkenny, SA 5009

Blackwood Joinery Works, 11 Pasteur Ave, Blackwood, SA 5051

Blunden W.H., 1 Union Street, Stepney, SA 5069

Blunt's Homes, Port Wakefield Road, Greenfields, SA 5107

Boehm Bros, 3 Blake Rd, Elizabeth, SA 5112

Bone G.J. & Sons Ltd, 514 South Rd, Edwardstown, SA 5039

Bonnett E.L. & Sons, Unit 4A Hindmarsh Ind. Est, River Street Hindmarsh, SA
5007

Sched B:Respondent employers (SA) - contd

Bott C.A. & M.W., 62 Eleanor Terr, Murray Bridge, SA 5253

Bott Colin, 26 Charles Street, Murray Bridge, SA 5253

Bowden Thomas & Son Ltd, PO Box 92, Port Pirie, SA 5540

Bradtke & Sons, Edward Street, Loxton, SA 5333

Bradtke O.E. & Sons P/L, PO Box 115, Loxton, SA 5333

Bradford Industries, Goodwood Rd, Springbank, SA 5000

Brennan Constns P/L, Building Contractors 18 Halifax St, Adelaide, SA 5000

Brighton Corporation, 24 Jettty Road, Brighton, SA 5048

Brimblecombe & Son Ltd, 160 Grant Junction Road, Blair Athol, SA 5084

British United Shoe Machinery P/L, Belgrave Court, Parkside, SA 5063

Broders F.A., 21 Winns Road, Blackwood, SA 5051

Brooklyn Carpentry & Joinery, 13 Durrant Road, Croydon Park, SA 5008

Brown A.C., Crozier Rd, Victor Harbour, SA 5211

Brujon Building Co Ltd, 37 Craghill Rd, St Georges, SA 5064

Budarich I.H., Wheeldon St, Kingscote K.I. SA 5223

Budarich IH Contractor, Wheeldon Street, K.I. SA 5223

Burns Peter F Real Estate Agents, 102 Wright Street, Adelaide, SA 5000

Burnside City Council, 401 Greenhill Road, Tasmore, SA 5065

Butterffield Joinery Works, 9 Langham Place, Port Adelaide, SA 5015

C. and R. Ouwkerk, 59 Railway Terrace, Snowtown, SA 5520

Cakebread R.L & J.M. Constructions, 5 Ellen St, Richmond, SA 5033

Campbell City Council, Newton Road, Magill, SA 5072

Candetti Const P/L, 38 Condala Ave, Parkholme, SA 5043

Candetti D Construction Pty, 38 Condala Avenue, Parkholme, SA 5043

Carrabba Antonito Builder, 19 Tania Ave, Windsor Gardens, SA 5087

Casey J.L., 11 Adelphi Tce, Glenelg, SA 5045

Catt L.C. & Co, Mentone Road, Victor Harbour, SA 5211

Ceci J & M Builders, Murray St, Kingscote K.I. SA 5223

Cehney A.E., 19 Main Street, Lockleys, SA 5032

Ceilings Ltd, 91 Magill Road, Stepney, SA 5069

Sched B:Respondent employers (SA) - contd

Cellulose (Aust) Ltd Paper Manu. Mill, Princes Hwy, Snuggery Via Millicent, SA 5280

Celmins & Sariks, 27 Plymouth Ave, Devon Park, SA 5008

Chapman LW Building Co Pty Ltd, 17A Esplanade, Somerton Park, SA 5044

Chappell A.J., 122 Mullers Road, Greenacres, SA 5086

Charlick WM Ltd, London Rd, Port Adelaide, SA 5015

Chas Geddes & Co Ltd, 277 Unley Road, Malvern, SA 5061

Chenoweth Ross Ltd, Wilpena St, Eden Hills, SA 5050

Chevron Constructions, 1 Emanuel Street, Melrose Park, SA 5483

Church of England, Collegiate School of St Peters, St Peters, Adelaide, SA 5069

Ciola M & J, 21 Aaron Ave, Darlington, SA 5000

Civil & Civil P/L., 26 Greenhill Road, Wayville, SA 5034

Clarkson W. Ltd, 5 Brandwood Road, Royal Park, SA 5014

Classic Constructions Ltd, 40 Neptune Terrace, Rosewater, SA 5013

Cock K.T., Walkon St, Cummins, SA 5631

Coles R.C. & M.V., 20 Afton St, Port Pirie, SA 5540

Colpo's Carpentry and Joinery Works, P.O. Box 105, Smithfield, SA 5114

Combined Industries, c/- Master Butchers Ltd, 432 Churchill Road, Kilburn, SA 5084

Concrete Tanks (S.A.)P/L, Gates Road, Hackham, SA 5163

Conen M & EC Pty Ltd, 16 Vale Avenue, Holden Hill, SA 5088

Consolidated Prestressed Industries SA Pty Ltd, 535 Grand Junction Road, Gepps Cross, SA 5094

Cook W & Sons, 157 Wellington Rd, Payneham, SA 5070

Corani G Co, 2 Manningham Road, Manningham, SA 5086

Corp. City of Port Adelaide Town Hall, 163 St Vincent Street, North Adelaide, SA 5006

Corp. of the City of Kensington & Norwood Town Hall, 175 Parade, Norwood, SA

5067

Corp. of the City of Unley Town Hall, Unley Road, Unley, SA 5061

Corp. of the City of West Torrens, Rowland Road, Hilton, SA 5033

Corp. of the City of Woodville Town Hall, Woodville Road, Woodville, SA 5011

Corp. of Town of Hindmarsh Town Hall, Milner Street, Hindmarsh , SA 5007

Sched B:Respondent employers (SA) - contd

Corporation of the City of Adelaide Town Hall, King William St, Adelaide, SA 5000

Corporation of the Town of Glenelg Town Hall, Jetty Road, Glenelg, SA 5045

Cox R. Constructions, 34 O.G. Road, Klemzig, SA 5087

Cunningham R & M Builders & Contractors, Box 237, Port Lincoln, SA 5606

Cyclone Co. of Aust. Ltd., Torrens Road, Woodville, SA 5011

D.J. Prior, 157 Caulfield Avenue, Clarence Gardens, SA 5039

Danson A.F. & M., 38 Beaufort, Clovelly Park, SA 5042

Darzins L, 50 Beauchamp St, Clovelly Park, SA 5042

David Jones, Rundle Street, Adelaide, SA 5000

David Jones Ltd, 44 Rundle Street, Adelaide, SA 5000

Di Salvo E, 14 Bickford Street, North Richmond, SA 5033

Dickeson Bros, Powell St, SA 5453

Duldig C.A.T., 10 Tod Street, Gawler, SA 5118

Dunn AJD, 13 Daly St, Plympton, SA 5038

Duregon C, 63 Stuart Street, Port Augusta, SA 5700

Elizabeth City Council, Prince Andrew St, Elizabeth, SA 5122

Emanuele R, 100 East Terrace, Adelaide, SA 5000

Enfield Builder, 47 Windsor Ave, Clerview, SA 5085

Enfield City Council, Hampstead Road, Broadview Gardens, SA 5083

Errington D.K., 16 Mair St, Wallaroo, SA 5556

Evans K.P., 117 Edward St, Edwardstown, SA 5039

Evele V, 1 Alpha Street, Kensington Park, SA 5068

Evins JH (Construction) Pty Ltd, 6 Creswell Road, Largs Bay, SA 5016

Falkenberg MW, 14 Hodder Street, Angaston, SA 5353

Farmers Union Foods Ltd, 131 London Road, Mile End, SA 5031

Feeney DJ & Co, 95 Hutt Street, Adelaide, SA 5000

Feeney Sales And Service, 95 Hutt Street, Adelaide, SA 5000

Fiegert L.C. & Co, 81 Cross Keys Rd, Salisbury, SA 5108

Glynde Housting Co Ltd, 6 Chapel St, Campbell, SA 5074

Glynde Variety Hardware Pty Ltd., 8 Glynburn Rd, Hectorville, SA 5073

Sched B:Respondent employers (SA) - contd

Goldsworthy Bros P/L, 156 Crozier Ave, Edwardstown, SA 5039

Granolah Joinery, 10 Paisley St, Wingfield, SA 5039

Gray W & Co Ltd (Plumbers), 175 Sturt St, Adelaide, SA 5000

Grosvenor A.K. & M.J., Murray St, Straathalbyn, SA 5255

H.F. Sarah and Sons Ltd, 11 Richard St, Hindmarsh, SA 5007

H.R. & A.J. Agg, 54 Nookamka Tce, Barmera, SA 5345

Haddow WJH, 6 Rodney St, Woodville SA, 5011

Hage HD Builder, 13 New West Rd, Port Lincoln, SA 5606

Hampel JD & DN, The Parade, Blair Athol, SA 5084

Hansen & Yuncken P/L, 376 West Beach Rd, South Plympton, SA 5038

Harding RF, 43 Diagonal Rd, East Glenelg, SA 5045

Hardware & Merchants Panel Beaters, 3 Edward Place, Loxton, SA 5000

Hardy Thomas & Sons Ltd Wine Merchants, Reynell Rd, Reynella, SA 5161

Haris Scarfe Ltd, 81 Rundle Mall, Adelaide, SA 5000

Harison C Builder, 12 Tennyson Dr, Beaumont, SA 5066

Hatwell Construction, 225 Fularton Road, Eastwood, SA 5063

Hauber R, 3 Golden Glow Avenue, Underdale, SA 5032

Hein M.S. & Co Ltd, 46 Wehl Street, North Mt. Gambier, SA 5290

Henderson W.G. & Co, 231 South Road, Mile End, SA 5031

Henley & Grange Corp, 462 Seaview Road, Henley Beach, SA 5022

Her Majesty The Queen in The Right of The State of S.A., Attorney-General
Flinders St, Adelaide, SA 5000

Hewett Constructions, 3 Preston Avenue, Brighton, SA 5048

Hindmarsh Joinery Works, 494 Port Road, Welland, SA 5007

Hockley And Mann, 10 Main North Road, Willaston, SA 5118

Hossack W, 14 Seventh Avenue, Woodville Gardens, SA 5012

Humes Ltd, GPO Box 745F, Adelaide, SA 5000

Hurst C.M., Victor Harbour Rd, Noarlunga, SA 5024

Hy-Stress Concrete P/L, 99 Morphett Rd, Camden, SA 5038

I.C.I.A.N.Z. Ltd, Solvay Road, Osborne, SA 5017

ICI Alkale (Aust) P/L, Solvay Road, Osborne, SA 5017

Sched B:Respondent employers (SA) - contd

Ingham Constructions Pty Ltd, 9 Meredith Street, Newton, SA 5074

Institute Technology, North Terrace, Adelaide, SA 5000

J. Maksimovs Builder, 40 Barrett Road, Clapham, SA 5062

J.M. Raven Builder, Kaye Dr, Port Lincoln, SA 5606

J.T. and M.P. Smith, Regent St, Edwardstown, SA 5039

James Hardie & Co P/L, 216 Victoria Rd, Largs Bay, SA 5016

Jelfs JC, 35 Marleston Ave, Ashford, SA 5035

Jennings A.V. Industries Aust. Ltd, 1278 South Rd, Clovelly Park, SA 5042

Jordan R.V. P/L Land Agents, 217 East Terr, Adelaide, SA 5000

Juncken C.O. Ltd., Po Box 2, Nuriootpa, SA 5000

K.H.E. Scharaafe Carpenter and Builder, 24 Stuart Terr, Port Lincoln, SA 5606

K.P. Pruess Builder, 7 Mackrell St, Port Lincoln, SA 5606

K.W. Matern Constuction Pty Ltd, 94 Grandjunction Rd. Kilburn, SA 5036

Kapunda Joinery Works, Brown St, Kapunda, SA 5084

Kauri Timbers Ltd, 113 Anzac Hwy, Ashford, SA 5035

Kennett & Henderson, 1 Melanto Ave, Camden Gardens, SA 5038

Kennett Bros Ltd, Tynte St, North Adelaide, SA 5006

Kennett Joinery Pty Ltd, 47 Tynte St, Nth Adelaide, SA 5006

Kennett Tyson Pty Ltd, 11 Balfour Rd, Springfield, SA 5060

Kessner & Thompson, 69 Ann St, Stephney, SA 5069

Kinnears Joinery, 117 Mullers Road, Hampstead Gardens, SA 5086

Kleinrahn & Wels, 12 River Street, East Adelaide, SA 5000

Koop D.P., 37 David Terr, Morphett Vale, SA 5162

Kornets A., 21 Jellicoe Ave, Linden Park, SA 5065

L. Ory Constructions Pty Ltd, 249 Magill Road, Maylands, SA 5069

L.G. Abbott and Co Ltd, 20 Reglan Avenue, Edwardstown, SA 5039

L.W. Stone, Princess Highway, Murray Bridge, SA 5253

Lane J.R. & G.R., Wright St, Clare, SA 5045

Larsens A & A Ltd, 24 Sturt Road, Brighton, SA 5048

Lawlors Ltd, 26 Hounslow Ave, The Barton, SA 5031

Sched B:Respondent employers (SA) - contd

Lawlords Pty Ltd, 6-10 Henley Street, Mile End, SA 5031

Lellos Bros, 33 Rowlands Road, Hilton, SA 5033

Libikas C & Brusdeilins, 17 Forest Ave, Rostevor, SA 5073

Libiseller J, 26 Cliff St, Glenelg, SA 5045

Lindenthal V & H, 22 Taminga Street, Regency Park, SA 5010

Lloyds Timber and Building Supplies Co Ltd, 66 Rundle Street, Kent Town, SA 5067

Lovelock F.C. P/L, 162 Gouger St, Adelaide, SA 5000

M. Iuliano, 19 Marwick Crescent, Cambelltown, SA 5074

M.A. Constructions P.L, 139 Henley Beach Rd, Torrensville, SA 5031

M.B. Kotz Builder and Contractor, 24 Baltimore St, Port Lincoln, SA 5031

Manager Personnel Operations Westpac Banking Corporation, 2nd Floor, 2-8 King William St, Adelaide, SA 5000

Marble & Cement Co P/L, 18 East St, Brompton, SA 5007

Marion City Council, Sturt Rd, Marino, SA 5049

Marsh R.C. & Co, 48 Bakewell Rd, Evandale, SA 5069

Marshall & Brougham Ltd, 1 Rundle St, Kent Town, SA 5067

Martin John & Co Ltd, Rundle St, Adelaide, SA 5000

Matulick RF &BJ P/L Earthmoving Contr, 118 Beach Rd, Christies Beach, SA 5165

McFarlane R.G., 9 Piggot Range Rd, Clarendon, SA 5157

McLachlan BH P/L & Assoc. Companies, 9 French St, Adelaide SA 5000

McMillan Construction Ltd, 503 South Rd, Regency Park, SA 5010

Melisi Building Co, 19 Ellerslie Dr, Rostrevor, SA 5073

Metro Building Co Ltd Joinery Works, 2 Kenneth Ave, Underdale SA 5052

Michell G.H. & Son Ltd, 150 Main North Rd, Salisbury, SA 5108

Miller W.C. & C.W, 12 Irwin St, Wallaroo, SA 5556

Millers Lime & Timber P/L, 432 Main North East Rd, Windsor Gardens, SA 5087

Minuzzo Constructions, 31 Barnes Rd, Glynde, SA 5070

Mobbs D Builder & Contractor, 37 Sturt St, Murray Bridge, SA 5253

Moyle R.G. & Co, 17 Cheltenham Parade, Cheltenham, SA 5014

Murdock Const P/L Builders and Contractors, Adelaide Rd, Lenswood, SA 5240

Sched B:Respondent employers (SA) - contd

Myer Emporium (S.A.) Ltd, Rundle St, Adelaide, SA 5000

N.C. and H.L. Stringer Builders, 20 London Street, Port Lincoln, SA 5606

N.F. McPeake, Rifle Range Road, Glandore, SA 5037

Naaraat & Sons, 13 Byrne St, Mount Gambier, SA 5290

National Terrazzo and Cement Works, 144 Moringe Ave, North Plympton, SA 5037

Noarlunga District Council, c/- Council Chambers, Noarlunga, SA 5167

Noble M.J., 38 Oleander St, Brighton, SA 5048

Northey Bros, 129 East Terrace, Henley Beach, SA 5022

Norton BM & RJ, 3 Milton Ave, Fulham Gardens, SA 5024

Norton Bros, 3 Milton Avenue, Nailsworth, SA 5083

Nozza F & D Building Contractors, 46 Edward St, Glynde, SA 5070

Nyberg J.E., 12 Walton Ave, Clearview, SA 5085

O'Loughlin L. Ltd, Wandarah Rd, Port Pirie, SA 5540

O'Malley Bros, 10 Dennis St, St Marys, SA 5042

Ocean Salt Pty Ltd, Fowler Terrace, Price, SA 5570

Onkaparinga Wollen Co Ltd, Torrenside Wollen Mills, Thebarton, SA 5031

Otto & Co Ltd, 139 Magill Rd, Stepney, SA 5069

P. Petalik Builders Ltd, 504 Glynburn Rd, Beaumont, SA 5066

P.A. Perrin, 16 Days Rd, Croydon Park, SA 5008

Palyaris E & M P/L, 16 Balmoral Rd, Auldana, SA 5072

Panczak & Willenberg, Fowler St, Woolforde, SA 5072

Panoch B.R., 362 Prospect Rd, Blair Athol, SA 5084

Paringa Construction Ltd Joinery Works, Oaklands Rd, Somerton Park, SA 5044

Patience D, 33 Gage St, St Morris, SA 5068

Payneham Corporation, 350 Payneham Rd, Payneham, SA 5070

Pearce & Chivell, 122 Glynburn Rd, Tranmere, SA 5073

Pegler N.E., 3 Brussel St, Broadview, SA 5083

Penfold Wines Pty Ltd, Penfold Rd, Magill, SA 5072

Perry Engineering, Railway Terr, Mile End South, SA 5031

Pike K H, 35 South Rd, Thebarton, SA 5031

Sched B:Respondent employers (SA) - contd

Pinto J & T, 13 Tatura Cres, Fulham Gardens, SA 5024

Pioneer Concrete (S.A.) P/L, 76 Days Rd, Croydon Park, SA 5008

Pioneer Mosaic Flooring Co P/L, 76 Days Rd, Croydon Park, SA 5008

Plummer and Zilm, 18 Minlaton Street, Yorketown, SA 5576

Porss K Building Contractor, 26 Judith Street, Holden Hill, SA 5088

Port Adelaide Joinery Works, 2 Alice Street, Rosewater, SA 5013

Port Displays Pty Ltd, 1154 Old Port Road, Queenstown, SA 5014

Premier Terrazzo & Cement Co P/L, 14 Nightingale Ave, Magill, SA 5072

Prospect City Council Town Hall, Prospect Road, Prospect, SA 5082

Quarry Industries Ltd, 333 Marion Rd, Plympton, SA 5038

Queen Victoria Hospital, 160 Fullarton Road, Rose Park, SA 5067

R.F. Nisco, 103 Hill Street, Murray Bridge, SA 5253

R.J. Smith, 3 East Terrace, Strathalbyn, SA 5255

R.M. Patterson Contractor, Elizabeth Street, Kingscote K.I., SA 5223

Renmark Irrigation Trust (The), 149 Murray Ave, Renmark, SA 5341

Rimmer Timber and Joinery Pty Ltd, 6 Pine Ave, Woodville Gardens, SA 5011

Rippin G H, 614 Henley Beach Road, Fulham, SA 5024

Robertson Rodney P/L, 1082 South Road, Edwardstown, SA 5039

Robins Constructions Blds, 33 Willow Road, Eden Hills, SA 5050

Roche Bros SA Ltd, 35 Symonds Street, Royal Park, SA 5014

Royal Agricultural and Horticultural Society of S.A., Show Grounds, Wayville,
SA 5034

S. Smith and son, Yulamba, Angaston, SA 5353

S.A. Brewing Co Ltd, Hindley St, Adelaide, SA 5000

S.A. Cold Stores Ltd, Railway Tce, Mail End South, SA 5000

S.A. Rubber Mills Ltd, 672 Main South Rd, Edwardstown, SA 5039

Sabemo Australia P/L, 12 Greenhill Road, Wayville, SA 5034

Salisbury City Council, 85 John Street, Salisbury, SA 5108

Saunders V.H., Park Drive, Lucindale, SA 5272

Select Floors, 40 Unley Rd, North Unley, SA 5061

Shell Co of Aust. Ltd, 170 North Tce, Adelaide, SA 5000

Sched B:Respondent employers (SA) - contd

Sheltons Building Constructions, 45 River Street, St Peters, SA 5069

Snowcrete Building Co, 16 College St, Tanunda, SA 5352

Softwood Holdings Ltd and Subsidiary Companies, Commercial S. West, Mt Gambier,
SA 5290

Southern Ceilings, 24 Provident Avenue, Glynde, SA 5070

Southern Joinery and Co Pty Ltd, 1 Overway Road, Reynella, SA 5161

Sprigg A A, 7 Acorn Road, Camden Park, SA 5038

St Peters Corporation, 101 Paynehan Road, Payneham, SA 5069

State Transport Authority, 136 North Terrace, Adelaide, SA 5000

Stegbar Windowalls (S.A.) Ltd, 54 Pym St, Dudley Park, SA 5008

Stewart H.M., 31 Maesbury St, Kensington, SA 5068

Stokes N.L. Ltd, 472 Henley Beach Rd, Fulham, SA 5024

Stradzdins A & J, 7 La Jolla Ave, Fulham, SA 5024

Subco Carpentering Contractors, 6 Hinton Rd, Greenacres, SA 5086

Sutherland J.W & Son, 19 Cliff St, Glenelg, SA 5045

Sutton & Patterson, Swain Rd, Victor Harbour, SA 5211

T.C. Richardson and Sons Ltd, 20 Charron Rd, Croydon, SA 5008

T.C. Scarce, 98 Caulfield Ave, Clarence Gardens, SA 5039

T.H. Adamson, 123 Seventh Ave, Joslin, SA 5070

T.S Shean Ltd, 2 Arthur Seat, Seacliff, SA 5049

Taylor J.C., 3 Pier St, Glenelg, SA 5045

Tea Tree Gully District Council, Haines Rd, Tea Tree Gully, SA 5091

Thebarton Corporation, Taylors Rd, Torrensville, SA 5031

Tippelt J Builder, 35 Flinder Hwy, Port Lincoln, SA 5606

Tornow E.E., Woodhouse Cres, Glossop, SA 5344

Tosolini Allan P/L, 120 Fullarton Rd, Norwood, SA 5067

Toulantas Steve, 135 Goodwood Rd, Goodwood, SA 5034

Universal Building Co, 38 Oleander St, Brighton, SA 5048

Venning RJ Builder, 30 Hensley Street, Pinaroo, SA 5304

Voskamp & Voskamp Building Contractors, Trigg St, Blair Athol, SA 5084

W. Reedy Ltd, 207 Churchill Rd, Prospect, SA 5082

Sched B:Respondent employers (SA) - contd

W.A. Rimer Joinery Co, 91 Ridley Gve, Woodville Gardens, SA 5011

W.G. Nitschke, 147 Marian Road, Firle, SA 5070

W.J. Slade and Co Ltd, Renmark Rd, Berri, SA 5343

Walkerville Corp. Town Hall, 66 Walkerville Terrace, Walkerville, SA 5081

Warburton Builders, 1 Markey Street, East Wood, SA 5063

Waterman Building Ltd, 408 King William St, Adelaide, SA 5000

Watermans Ltd, Port Road, Kilkenny, SA 5009

Waugh John, 134 Mead St, Peterhead, SA 5016

Webber D.R., 116 Morphett Rd, Glengowrie, SA 5044

Weepers Alan R and Shopfitting Industries Pty Ltd, 14 Regent Street,
Edwardstown, SA 5039

Weepers Len Shopfitters, 25 Penong Avenue, Camden Park, SA 5038

Weir S.J. P/L., 28 Dunorlan Rd, Edwardstown, SA 5039

Weller WM Builder, 15 Seventh Avenue, Ascot Park, SA 5043

Wenham D.L., 20 De Laine Ave, Edwardstown, SA 5039

Westminster School, Alison Ave, Marion, SA 5043

Wilckens Hornibroode, 7 Brambles Parade, Norwood, SA 5043

Wilks BN Joiner, 7 Marchard St, Murray Bridge, SA 5253

Willsden Joinery, 15 Margaret St, Port Augusta, SA 5700

Wunder Joinery Works, 41 Railway Tce, Goodwood, SA 5034

Zanello & Buffon, Spehr St, Millicent, SA 5280

Zev Pty Ltd, 2 Burnell Dr, Belair SA 5052

Western Australia

ATCO Structures (W.A.), 25 Wellard St, Bibra Lake, WA 6163

Durabuilt Homes, Lot 15 Truganina Rd, Malaga, WA 6062

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