

Licensed Establishments (Retail and Wholesale) Award 1979

1. - TITLE

This award shall be known as the Licensed Establishments (Retail and Wholesale) Award 1979 and replaces Award Nos. 6 of 1972 and 36 of 1955 as variously amended and consolidated.

1B. - MINIMUM ADULT AWARD WAGE

- (1) No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.
- (2) The minimum adult award wage for full-time employees aged 21 or more working under an award that provides for a 38-hour week is \$779.00 per week.

The minimum adult award wage for full-time employees aged 21 or more working under awards that provide for other than a 38-hour week is calculated as follows: divide \$779.00 by 38 and multiply by the number of ordinary hours prescribed for a full-time employee under the award.

The minimum adult award wage is payable on and from the commencement of the first pay period on or after 1 July 2021.

- (3) The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case Decisions.
- (4) Unless otherwise provided in this clause adults aged 21 or more employed as casuals, part-time employees or piece workers or employees who are remunerated wholly on the basis of payment by result, shall not be paid less than pro rata the minimum adult award wage according to the hours worked.
- (5) Employees under the age of 21 shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award (if applicable) to the minimum adult award wage, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.
- (6) The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or government approved work placement programs or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.
- (7) Liberty to apply is reserved in relation to any special category of employees not included here or otherwise in relation to the application of the minimum adult award wage.
- (8) Subject to this clause the minimum adult award wage shall –
 - (a) Apply to all work in ordinary hours.
 - (b) Apply to the calculation of overtime and all other penalty rates, superannuation, payments during any period of paid leave and for all purposes of this award.
- (9) Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2021 State Wage order decision. Any increase arising from the insertion of the minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent

awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

(10) Adult Apprentices

- (a) Notwithstanding the provisions of this clause, the minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for a 38-hour week is \$665.60 per week.
- (b) The minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for other than a 38-hour week is calculated as follows: divide \$665.60 by 38 and multiply by the number of ordinary hours prescribed for a full-time apprentice under the award.
- (c) The minimum adult apprentice wage is payable on and from the commencement of the first pay period on or after 1 July 2021.
- (d) Adult apprentices aged 21 years or more employed on a part-time basis shall not be paid less than pro rata the minimum adult apprentice wage according to the hours worked.
- (e) The rates paid in the paragraphs above to an apprentice 21 years of age or more are payable on superannuation and during any period of paid leave prescribed by this award.
- (f) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.

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2A. - NO EXTRA CLAIMS

It is a term of this award that the union undertakes for the duration of the Principles determined by the Commission in Court Session in Application No. 704 of 1991 not to pursue any extra claims, award or overaward except when consistent with the State Wage Principles.

3. - SCOPE

This award shall apply to all workers employed in any calling or callings herein mentioned in the industry or industries carried on by the Respondents named in Schedule "A" and to all employers employing those workers.

4. - AREA

This award shall have effect over the State of Western Australia.

5. - TERM

This award shall operate for a period of one year from the date hereof.

6. - DEFINITIONS

- (1) "Shop Assistant" shall mean a worker performing one or more of the following functions in a retail wine, spirit and liquor shop.
 - (a) the receipt into and preparation for sale and or display of goods in or about any shop,
 - (b) the prepacking or packing, weighing, assembling, pricing or preparing of goods or provisions or produce for sale,

- (c) the display, shelf filling, replenishing or any other method of exposure of presentation for sale of goods,
 - (d) the sale of goods by any means,
 - (e) the receiving, arranging or making payment by any means,
 - (f) the recording by any means of a sale or sales,
 - (g) the wrapping or packing of goods for despatch.
- (2) (a) "Storeman" shall mean a worker performing one or more of the following duties: receiving, handling, storing, assembling, recording, preparing, packing, weighing and/or wrapping, branding, sorting, stacking or unpacking, checking, distributing or despatching or distributing goods in a shop, store or warehouse or delivering goods from a shop, store or warehouse for transit. Such duties shall include the use of computerised equipment where necessary.
- (b) "Storeman Operator Grade I" means a worker employed as such carrying out the duties of a storeman who is substantially required to operate the following mechanical equipment in the performance of his duties:
- (i) Ride-on power operated tow motor
 - (ii) Ride-on power operated pallet truck
 - (iii) Walk beside power operated high lift stacker
- (c) "Storeman Operator Grade II" means a worker employed as such carrying out the duties of a storeman who is substantially required to operate the following mechanical equipment in the performance of his duties:
- (i) Ride-on power operated forklift
 - (ii) High Lift Stacker
 - (iii) High lift stock picker
 - (iv) Power operated overhead traversing hoist
- (3) "Despatch hand" shall mean a worker who is substantially engaged in handling or receiving goods for despatch or prepares and hands over packages to carters for delivery and who, if required, shall be responsible for the proper checking off of such packages and for the proper branding and marking thereof, and keeping necessary records, such as rail notes and cart notes.
- (4) "Packer" shall mean a worker who packs goods for transport by air, post, rail or ship. Provided that a worker who packs goods for delivery by road transport where the destination of such goods is beyond a radius of 40 kilometres of the nearest post office to the employer's business, shall be classed as a packer.
- (5) "Filling Process Worker" shall mean a worker performing one or more of the following duties: Cleaning bottles, filling, corking, capsuling, labelling, wiping, wrapping and placing bottles into containers.
- (6) (a) "Casual Employee" shall mean an employee engaged by the hour and who may be dismissed or leave the employer's service at any moment without notice, and except as hereinafter provided, shall not be engaged for more than 30 hours per week in ordinary hours.

Notwithstanding the aforementioned, a casual employee may be engaged in ordinary hours for 38 hours per week for periods of not in excess of six consecutive weeks to cover specific periods of relief for annual leave, sick leave, workers' compensation and long service leave.

- (c) The ordinary rate for casual workers shall be determined by dividing the rate prescribed by Clause 22. - Wages of this award by 40 plus the appropriate loading as prescribed by this award. Provided that from the 1st pay period to commence on or after 1st March 1987 the ordinary rate for casual workers shall be determined by dividing the rate prescribed by Clause 22. - Wages of this award by 38 plus the appropriate loading as prescribed by this award.
 - (b) Any casual worker engaged and not permitted to commence work shall receive two hours' pay at the rate of twenty per centum in addition to the appropriate rates of wages prescribed in this award.
- (7) Minimum Period of Engagement
- (a) Shop Assistants, Window Dressers and Demonstrators
 - (i) Except as hereinafter provided, a casual worker shall not be engaged for or paid for less than one day on any Monday to Friday inclusive.

Such a casual worker shall be paid at the rate of twenty per centum in addition to the rates prescribed in Clause 22. - Wages of this award.
 - (ii) A casual may be employed for less than one day on any day Monday to Friday inclusive provided the worker is paid at the rate of twentyfive per centum in addition to the rates prescribed in clause 22. - Wages of this award for not less than three hours.
 - (iii) A casual worker employed on a Saturday or a Sunday or any of the holidays prescribed by this award shall be paid at the rate of twenty per centum in addition to the appropriate rate of wages prescribed in this award for not less than three hours.
 - (b) Storemen, Packers, Despatch Hands and Filling Process Workers
 - (i) Except as hereinafter provided a casual worker shall not be engaged for or paid for less than three hours on any Monday to Friday inclusive.

Such casual worker shall be paid at the rate of twenty per centum in addition to the rates prescribed in Clause 22. - Wages of this award.
 - (ii) A casual worker employed on a Saturday or a Sunday or any of the holidays prescribed by this award shall be paid at the rate of twenty per centum in addition to the appropriate rates of wages prescribed in this award for not less than three hours.
 - (c) Employees who are undergoing a period of training may be employed for a minimum of two consecutive hours in each of two such training periods which shall be undertaken in the first fortnight of employment.
- (8) "Wine, Spirit or Liquor Shop Store or Warehouse" shall mean a place licensed in accordance with sections 36 and 37 of the Liquor Act, 1970 and the principal business of which is the sale of liquor by wholesale or retail.

7. - HOURS

Part I - Retail Establishments

- (1) (a) Except as hereinafter provided in this clause the ordinary hours of work shall be 38 per week or 76 hours every two consecutive weeks such hours shall be worked to suit the convenience of the employer's business, Monday to Saturday inclusive.

Employees may be worked in one of the following methods:

38 hours in one week

76 hours in two consecutive weeks
152 hours in four consecutive weeks
114 hours in three consecutive weeks

- (b) Provided that in retail establishments employing on a regular basis 15 or more employees per week, unless specific agreement exists to the contrary between an employer and an employee, the employee shall not be required to work ordinary hours on more than 19 days in each 4 week cycle.

Where specific agreement exists between an employer and an employee, the employee may be worked on the basis of:

- not more than 4 hours' work on one day in each two week cycle.
- not more than 6 hours' work on one day in each week.
- not more than 7.6 hours' work on any day.

- (c) Provided that in retail establishments employing on a regular basis more than 5 employees but less than 15 employees per week, unless specific agreement exists to the contrary between an employer and an employee, the employee may be worked their ordinary hours on one of the following bases at the employer's discretion:

- not more than 19 days' work in each 4 week cycle.
- not more than 4 hours' work on one day in each two week cycle.
- not more than 6 hours' work on one day in each week.

Where specific agreement exists, between an employer and an employee, the employee may be worked on not more than 7.6 hours on any day.

- (d) Provided that in retail establishments employing on a regular basis 5 or less employees per week, employees may be worked their ordinary hours on one of the following bases at the employer's discretion:

- not more than 19 days in each 4 week cycle.
- not more than 4 hours' work on one day in each two week cycle.
- not more than 6 hours' work on one day in each week.
- not more than 7.6 hours' work on any day.

- (e) In any case where agreement is reached between an employer and an employee pursuant to paragraphs (b), (c) and (d) of this subclause the Union shall be notified in writing 7 days prior to the implementation of such agreement.

- (f) Any dispute concerning the method of implementation shall be referred to the Commission for determination.

- (g) An employee shall not be required to work on a day when such a day is the rostered day off for that employee under paragraphs (a) to (d) of this subclause, unless such employee elects to work on such day and, where an employee so elects, all time worked shall be paid for at overtime rates with a minimum engagement of four hours at overtime rates.

- (h) By agreement between the employer and the employee -

- (i) The employer may request that the rostered day off be rescheduled and taken at a mutually convenient time within the period of the current or next following work cycle.

- (ii) The employee may request an alternate day be the rostered day off within the current work cycle for personal reasons.
 - (i) Schedules of rostered days off shall be published and displayed in a place accessible to staff one month in advance.
 - (j) If a public holiday falls on a Rostered Day Off due to an employee under paragraph (a) to (d) of this subclause, such employee shall be compensated in one of the following methods by agreement between the employer and employee:
 - (i) payment of an additional day's wages, or
 - (ii) another day shall be allowed with pay within twenty eight days, or
 - (iii) an additional day shall be added to the annual leave entitlement.
 - (k) By agreement between the employer and employee, rostered days off may be accumulated up to a maximum of five days in any year. Such accumulated periods may be taken at times mutually convenient to the employer and the employee.
- (2) Such hours shall be worked as follows:
- (a) Shop Assistants, Demonstrators or Window Dressers - Between 7.00 a.m. and 10.00 p.m. on Monday to Saturday inclusive.
 - (b) Storemen, Packers and Despatch Hands - Between 7.00 a.m. and 10.00 p.m. on Monday to Saturday inclusive.
- (3) No worker shall be rostered for more than ten daily starts (work commencements) in any roster period of two weeks.
- (4) Where a holiday prescribed in Clause 11 of this award falls on any day upon which a worker is required to work ordinary hours, the ordinary hours in that week shall be reduced by the number of hours ordinarily worked by that worker on the day on which the holiday occurs.
- (5) When a holiday prescribed by this award falls on a day not being a Saturday and that day is the rostered day off in the worker's fortnightly roster period and when he is required to work on that day in one week and is rostered off on the day in the other week he shall be paid an amount equivalent to the wage he would ordinarily earn when rostered to work on that day.
- (6) In lieu of the payment prescribed in paragraph (6) hereof and by agreement between the employer and the worker, one additional day may be added to the worker's annual leave or another day may be allowed off with pay to the worker within 28 days of the day upon which the holiday fell.
- (7) Notwithstanding the provisions of this award contained elsewhere than in this placitum, when New Year's Day, Anzac Day, Christmas Day and Boxing Day falls on a Saturday a worker who by the operation of this clause was rostered for duty on the Saturday and does not work on that Saturday is nevertheless entitled to be paid for each of the two weeks preceding that Saturday his ordinary weekly wage. Provided that that Saturday may be deemed to be a rostered day off for that worker in substitution for one of the rostered days off in the fortnightly roster period.

Part II - Wholesale Establishments

Thirty eight hours shall constitute a week's work to be worked between the hours of 6.30 a.m. and 5.30 p.m. eight hours per day Monday to Friday inclusive. Provided that the actual times at which work is commenced or finished shall be mutually agreed upon and arranged between the employer and his workers.

Employees may be worked on the same basis as outlined in paragraphs (a), (b), (c) and (d) of subclause (1) of part I of this Clause.

8. - PART-TIME WORKERS (RETAIL ESTABLISHMENTS)

Retail Establishments

- (1) A part-time worker in retail establishments shall mean a worker who may be engaged on any day Monday to Saturday inclusive for a maximum of sixty hours per fortnight with not more than ten daily work commencements in any fortnightly period. Provided that a part time worker shall not be engaged for more than nine and a half consecutive hours and eleven on the day of late night trading exclusive of meal times on any one day.
- (2) A part time worker shall receive payment for wages, annual leave, holidays, sick leave and long service leave on a pro rata basis in the same proportion as the number of hours regularly worked each week bears to 40 hours. Provided that from the 1st pay period on or after 1st March 1987 the hours referred to herein shall be 38.
- (3) Where a holiday prescribed in Clause 11 - Holidays of this award falls on any day upon which a worker is required to work ordinary hours the ordinary hours in that week shall be reduced by the number of hours ordinarily worked by that worker on that day on which the holiday occurs, and where such holiday occurs on a day which for a worker would be that worker's rostered day off then the rostered day off shall be the next following working day for that worker.
- (4) Notwithstanding the provisions of this award contained elsewhere than in this placitum, when New Year's Day, Anzac Day, Christmas Day or Boxing Day falls on a Saturday a worker who does not work on that Saturday is nevertheless entitled to be paid for each of the two weeks preceding that Saturday his ordinary weekly wage and the starting and/or finishing time on any day or days in those two weeks may be varied by the employer so that the ordinary hours usually worked by a worker between Monday and Friday (both inclusive) may be increased in each of those weeks by the ordinary hours usually worked by that worker on Saturday.

Where an employer varies the starting and/or finishing time in accordance with this placitum, a worker shall be paid his ordinary weekly wage for each of those two weeks unless the hours worked by him on any day in that period exceed eight in which case such excess time shall be paid for at overtime rates. This placitum does not apply to a casual worker.

- (5) (a) The provisions of Clause 10. - Meal Times and Meal Allowance of this award shall not apply to a part-time worker who, on any day from Monday to Saturday inclusive
 - (i) ceases work at or prior to 1.00 p.m., or
 - (ii) commences work on or after 1.00 p.m.
- (b) A part-time worker employed for four and one half hours on any day shall be entitled to a break of ten minutes during that period.

9. - OVERTIME

Part I - Retail Establishments

- (1) All time worked in excess of the prescribed weekly hours shall be paid for at overtime rates provided that where more than 38 hours are worked in any week during a period of two consecutive weeks for the purpose of giving effect to workers being rostered off duty for one day, the provisions of this clause shall not apply unless more than 76 ordinary hours are worked in that two week period.
- (2) Excepting as hereinafter provided, all overtime worked shall be paid for at the rate of time and a half for the first two hours and double time thereafter.

- (3) (a) Work performed on Sunday shall be paid for at the rate of double time.
- (b) Work performed on a holiday prescribed in clause 14 hereof shall be paid for at the rate of double time and a half.
- (4) A worker required to work overtime on any day after leaving the employer's premises and who returns home on completion of that overtime, shall be paid -
 - (a) For a minimum of two hours at overtime rates if notified of the requirement to work overtime before leaving the employer's premises.
 - (b) For a minimum of two hours at overtime rates if recalled.
- (5) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that workers have at least eight consecutive hours off duty between the work of successive days.

A worker (other than a casual worker) who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not had at least eight consecutive hours off duty between those times, shall, subject to this paragraph, be released after completion of such overtime until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If, on the instructions of his employer, such a worker resumes or continues work without having had eight consecutive hours off duty, he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

Notwithstanding anything contained in this award -

- (a) An employer may require any worker other than a part-time worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.
- (b) No organisation, party to this award or worker or workers covered by this award, shall in any way whether directly or indirectly be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

Part II - Wholesale and Other Establishments

- (1) Excepting as provided hereunder, all overtime worked shall be paid for at the rate of time and a half for the first two hours and double time thereafter.
- (2) (a) Work performed on a Sunday shall be paid for at the rate of double time.
- (b) Work performed on a holiday prescribed in subclause (1) of clause 11 hereof shall be paid for at the rate of double time and a half.
- (3) (a) All time worked before the usual starting time or after the usual finishing time in any establishment shall be paid for at overtime rates.
- (b) A worker required to work overtime on any day after leaving the employer's premises and who returns home on completion of that overtime, shall be paid -
 - (i) For a minimum of two hours at overtime rates if notified of the requirement to work overtime before leaving the employer's premises.
 - (ii) For a minimum of two hours at overtime rates if recalled.
- (c) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that workers have at least eight consecutive hours off duty between the work of successive days. A worker (other than a casual worker) who works so much overtime between the termination of

his ordinary work on one day and the commencement of his ordinary work on the next day that he has not had at least eight consecutive hours off duty between those times, shall subject to this paragraph, be released after completion of such overtime until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of his employer, such a worker resumes or continues work without having had such eight consecutive hours off duty he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (4) In the computation of overtime each day shall stand by itself.
- (5) Notwithstanding anything contained in this award -
 - (a) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirements.
 - (b) No organisation, party to this award or worker or workers covered by this award, shall in any way, whether directly or indirectly be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

Part III - All Establishments

- (1) Notwithstanding anything contained in this clause, an employee and an employer may agree that time off shall be allowed in lieu of payment of overtime. Such time off shall be allowed subject to -
 - (a) the time off allowed shall be equivalent to the overtime rate that otherwise would have been paid;
 - (b) the time of taking time off shall be agreed at the time of arranging the overtime.

10. - MEAL TIMES AND MEAL ALLOWANCE

Part I - Retail Establishments

- (1) Meal periods shall be taken at a time most convenient to the employer's business, providing that not less than 30 minutes nor more than one hour shall be allowed and taken for each meal and that not more than five nor less than three hours' interval shall be worked without an interval for a meal being taken. Provided that the employer and any employee may agree that the meal break shall not be less than one hour.
- (2) When an employee is required to continue working after the usual finishing time for more than one hour he/she shall be paid \$12.75 for the purchase of any meal required.
- (3) Meal money may be paid prior to the meal period on the day upon which the overtime is to be worked or as part of the normal weekly or fortnightly wage as appropriate.
- (4) A worker shall be allowed a ten minute break each day either in the first or second half of his work period Monday to Saturday inclusive. Such break shall be taken to suit the employer's business provided that no worker shall be required to work for more than four and one half hours without having had such break. Provided further that such break shall not take place within a period of one hour after commencing work for the day or within a period of one hour after the completion of the worker's lunch period.

Part II - Wholesale Establishments

- (1) Not less than 30 minutes nor more than one hour shall be allowed and taken for the lunch period between 12 noon and 2.15 p.m.. Provided that the employer and any employee may agree that the meal break shall not be less than one hour. The tea interval shall start within 15 minutes after the usual finishing time.

- (2) Provided that times other than those prescribed in this subclause may, in any particular case, be fixed by agreement between the employer and the union.
- (3) When an employee is required to continue working after the usual finishing time for more than one hour he/she shall be paid \$12.75 for the purchase of any meal required.
- (4) Meal money may be paid prior to the meal period on the day upon which the overtime is to be worked or as part of the normal weekly or fortnightly wage as appropriate.
- (5) A worker shall be allowed a ten minute break each day either in the first or second half of his work period Monday to Saturday inclusive. Such break shall be taken to suit the employer's business provided that no worker shall be required to work for more than four and one half hours without having had such break. Provided further that such break shall not take place within a period of one hour after commencing work for the day or within a period of one hour after the completion of the worker's lunch period.
- (6) Where work is performed outside the ordinary working hours, one hour's break for a meal shall be allowed between 12 o'clock midnight and 1.00 o'clock a.m. and between 7.00 a.m. and 8.00 a.m.
- (7) The meal times referred to in this clause shall be taken in one continuous period.

11. - HOLIDAYS

- (1)
 - (a) The following days or the days observed in lieu shall, subject to this subclause and to clause 9 be allowed as holidays without deduction of pay, namely, New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in this subclause.
 - (b) When any of the days mentioned in paragraph (a) hereof falls on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.
- (2) Where -
 - (a) a day is proclaimed as a public holiday or public half-holiday under section 7 of the Public and Bank Holidays Act 1972; and
 - (b) that proclamation does not apply throughout the State or to the metropolitan area of the State,
that day shall be a whole holiday or, as the case may be, a half-holiday for the purposes of this award within the district or locality specified in the proclamation.
- (3) A worker absent without leave on the day before or the day after any of the holidays referred to in subclause (1) shall be liable to forfeit wages for the holiday as well as for the day of absence except where an employer is satisfied that the worker's absence was caused through illness in which case wages shall not be forfeited for the holiday. Provided that a worker absent on one day only, either before or after a group of holidays, shall forfeit wages only for one holiday as well as for the period of absence.
- (4) The provisions of this clause shall not apply to casual workers.

12. - ANNUAL LEAVE

- (1) Except as otherwise provided by this clause, a period of four consecutive weeks leave with payment of ordinary wages as prescribed shall be allowed annually by the employer to an employee who has completed twelve months' continuous employment with that employer.

- (2) (a) During a period of annual leave an employee shall be paid a loading of 17.5% calculated on his or her ordinary wages as prescribed by this award.
 - (b) The loading prescribed by paragraph (a) above shall not apply to proportionate leave paid out on termination.
- (3) If any holiday as prescribed by Clause 11. - Holidays of this Award falls within a employee's period of annual leave and is observed on a day which would otherwise have been an ordinary working day for that employee, one day shall be added to the employee's period of annual leave for each such holiday.
- (4) (a) Entitlement to annual leave shall accrue weekly at the rate of 2.923 hours per week.
- (b) If after one week's continuous service in any qualifying 12 month period an employee leaves his or her employment or his or her employment is terminated by the employer, then the employee shall be paid 2.923 hours pay at his or her ordinary rate of pay for each completed week of service.
- (c) In addition to the payment to which an employee may be entitled under paragraph (a) of this subclause, an employee whose employment terminates after the completion of a twelve month qualifying period and who has not been allowed the leave or a portion of the leave prescribed under this award shall be given payment as prescribed by subclause (1) and (2)(a) of this clause in lieu of that leave or portion of leave, unless:
 - (i) the employee has justifiably been dismissed for misconduct; and
 - (ii) the misconduct for which the employee has been dismissed occurred prior to the completion of that qualifying period.
- (5) Any time in respect of which a worker is absent from work except time for which he is entitled to claim sick pay or time spent on holidays or annual leave as prescribed by this award shall not count for the purpose of determining his right to annual leave.
- (6) In the event of a worker being employed by an employer for portion only of a year, he shall only be entitled, subject to subclause (4) of this clause to such leave on full pay as is proportionate to his length of service during that period with such employer, and if such leave is not equal to the leave given to the other workers he shall not be entitled to work or pay whilst the other workers of such employer are on leave on full pay.
- (7) In special circumstances and by mutual consent of the employer, the worker and the union concerned, annual leave may be taken in not more than two periods.
- (8) When a worker is entitled to annual leave under this clause, he shall receive at least two weeks' notice from his employer of the date when it will be convenient to the employer that such worker shall take his leave.
- (9) Every worker shall be given and shall take annual leave within six months after the date the leave falls due.
- (10) The provisions of this clause shall not apply to casual workers.

13. - SICK LEAVE

- (1) (a) An employee who is unable to attend or remain at his or her place of employment during ordinary hours of work by reason of personal ill health or injury shall be entitled to payment for such absence in accordance with the following provisions.
- (b) Entitlement to payment for a full time employee shall accrue weekly at the rate of 1.461 hours per week, such that an employee's maximum annual sick leave entitlement shall be 76 hours.

For part time employees the entitlement in hours to sick leave shall accrue at a rate per week calculated in the following manner:

Hours per week 38 x 1.461

- (c) The rate of pay for an absence in accordance with this clause shall be the employee's ordinary wage that he/she would have received had he/she not been on leave. For part time employees, payment shall only be made for rostered ordinary hours he/she would have worked had he/she not been on leave in accordance with this clause.
 - (d) If, in the first or successive years of service with the employer, an employee is absent on the ground of personal ill health or injury for a period longer than his/her entitlement to paid sick leave, payment may be adjusted at the end of that year of service, or at the time the employee's services terminate, if before the end of that year of service, to the extent that the employee has become entitled to further paid sick leave during that year of service.
- (2) The unused portions of the entitlement to paid sick leave in any one year shall accumulate from year to year and subject to this clause may be claimed by the worker if the absence by reason of personal ill health or injury exceeds the period for which entitlement has accrued during the year at the time of the absence. Provided that a worker shall not be entitled to claim payment for any period exceeding ten weeks in any one year of service.
- (3) Employers and employees may enter into agreements with respect to notification to the employer, within a specified period, of an employee's inability to attend work due to illness or injury. In all cases an employee shall notify the employer as soon as reasonably practicable of the absence, provided that:
- (a) the agreement is between the employer and the majority of employees covered by this award who are affected by the notification requirements;
 - (b) the agreement is available for inspection in the same manner as prescribed in Clause 20. - Time and Wages Record and Roster; and
 - (c) an entitlement to payment under this clause shall not be withheld if;
 - (i) the employee has given notice within 24 hours of the commencement of the absence; or
 - (ii) the employee demonstrates extraordinary circumstances existed which prevented notice being given.
- (4) The provisions of this clause do not apply to an employee who fails to produce a certificate from a medical practitioner dated at the time of the absence or who fails to supply such other proof of the illness or injury that would satisfy a reasonable person. Provided that an employee shall not be required to produce a medical certificate or such other proof with respect to absences of two days or less unless after two such absences in any year of service the employer requests that the next and subsequent absences, if any, shall be accompanied by such certificate.
- (5) (a) Subject to the provisions of this subclause, the provisions of this clause apply to a worker who suffers personal ill health or injury during the time when he is absent on annual leave and a worker may apply for and the employer shall grant paid sick leave in place of paid annual leave.
- (b) Application for replacement shall be made within seven days of resuming work and then only if the worker was confined to his place of residence or a hospital as a result of his personal ill health or injury for a period of seven consecutive days or more and he produces a certificate from a registered medical practitioner that he was so confined. Provided that the provisions of this paragraph do not relieve the worker of the obligation to advise the employer in accordance with subclause (3) of this clause if he is unable to attend for work on the working day next following his annual leave.

- (c) Replacement of paid annual leave by paid sick leave shall not exceed the period of paid sick leave to which the worker was entitled at the time he proceeded on annual leave and shall not be made with respect to fractions of a day.
 - (d) Where paid sick leave has been granted by the employer in accordance with paragraphs (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid sick leave is hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the worker or, failing agreement, shall be added to the worker's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions of Clause 12 - Annual Leave.
 - (e) Payment for replaced annual leave shall be at the rate of wage applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in Clause 12 - Annual Leave shall be deemed to have been paid with respect to the replaced annual leave.
- (6) Where a business has been transmitted from one employer to another and the worker's service has been deemed continuous in accordance with subclause (3) of clause 2 of the Long Service Leave provisions published in volume 59 of the Western Australian Industrial Gazette at pages 1-6, the paid sick leave standing to the credit of the worker at the date of transmission from service with the transmitter shall stand to the credit of the worker at the commencement of service with the transmittee and may be claimed in accordance with the provisions of this clause.
 - (7) The provisions of this clause with respect to payment do not apply to workers who are entitled to payment under the Workers' Compensation Act nor to workers whose injury or illness is the result of the worker's own misconduct.
 - (8) The provisions of this clause do not apply to casual workers.

14. - CHANGE ROOMS

Where an employer usually has more than six workers engaged at the same time under the terms of this award, he shall provide his workers with a suitable room for keeping their hats and clothing and to use as a room for taking their meals. Such room shall be situated within a reasonable distance of his place of business and shall be kept in a proper state of cleanliness and shall be equipped with coat-hangers, tables and chairs.

15. - HIGHER DUTIES

A worker who is required to do work, which is entitled to a higher rate under this award, other than that which he or she usually performs shall be entitled to payment at the higher rate while so employed. Provided that where no record is kept in the time and wages record of the actual times upon which the worker is engaged on such higher grade work, the worker shall be paid for the whole day at the rate prescribed for the highest function performed.

16. - JUNIOR WORKERS CERTIFICATE

- (1) Junior workers shall if required furnish the employer with a certificate showing the following particulars -
 - (a) Name in full.
 - (b) Age and date of birth.
- (2) The certificate shall be signed by the worker.
- (3) No worker shall have any claim upon the employer for additional wages in the event of his age being wrongly stated on the certificate. If any worker mis-states his or her age in the certificate he or she alone

shall be deemed guilty of a breach of this award, and in the event of a worker having received a higher rate than that to which he or she was entitled, he or she shall make restitution to the employer.

17. - BOARD OF REFERENCE

- (1) The Commission hereby appoints for the purposes of this award, a Board of Reference consisting of a chairman and two other members who shall be appointed pursuant to regulation 52 of the Industrial Arbitration Act (Industrial Commission) Regulations 1974.
- (2) The Board of Reference is hereby assigned the function of allowing, approving, fixing, determining or dealing with any matters of difference between the parties in relation to any matter which, under this award, may be allowed, approved, fixed, determined or dealt with by a Board of Reference.

18. - RIGHT OF ENTRY

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

- (1) On notifying the employer or his representative an accredited representative of the union shall be permitted to interview a worker during non-working times or the meal period on the business premises of the employer, but this permission shall not be exercised without the consent of the employer more than once in any one week.
- (2) In the case of a disagreement existing or anticipated concerning any of the provisions of this award, an accredited representative of the union, on notifying the employer or his representative, shall be permitted to enter the business premises of the employer to view the work, the subject of any such disagreement, but shall not interfere in any way with the carrying out of such work.

19. - UNIFORMS AND PROTECTIVE CLOTHING

- (1) Any employer who requires an employee to wear a uniform for the purpose of his or her employment shall supply such uniforms free of charge or pay for its purchase and such uniform shall remain the property of the employer.

For the purpose of this clause a "uniform" shall mean any outer wearing apparel or part thereof including jumpers which is distinctive to the employer's business either by bearing an embroidered or other permanent form of logo or business name or being outer wearing apparel of identical style, cut or design, and colour for all of the employees required to wear such a uniform.

- (2) Should any dispute arise between the parties as to the wearing of uniforms and overalls, if such are required to be worn, the dispute however originating and any matter arising therefrom including the matter of the laundering of uniforms and overalls, shall be determined by the Board of Reference.

20. - TIME AND WAGES RECORD AND ROSTERS

- (1) Each employer bound by this award shall maintain a record containing the following information relating to each worker -
 - (a) the name and address given by the worker,
 - (b) the age of the worker if paid as a junior worker,
 - (c) the classification of the worker and whether the worker is full-time, part-time or casual,

- (d) the commencing and finishing times of each period of work each day,
 - (e) the number of ordinary hours and the number of overtime hours worked each day and the totals for each pay period,
 - (f) the wages and any allowances paid to the worker each pay period and any deductions made therefrom.
 - (g) the amount of superannuation contributions made to the superannuation fund in accordance with Clause 38. - Superannuation of this Award by the employer.
- (2) (a) At the time of payment of wages the worker may be given a pay slip showing that part of the record specified in paragraphs (e) and (f) of subclause (1) with respect to the pay period for which payment is being made.
- (b) If a pay slip is not given to the worker as prescribed in paragraph (a) hereof the employer shall permit the worker to inspect the record either at the time of payment or at such other time as may be convenient to the employer. The employer shall not unreasonably withhold the record from inspection by the worker.
- (3) (a) The record may be maintained in one or more parts depending on the system of recording used by the employer whether manual or mechanical provided that if the record is maintained in more than one part, those parts shall be kept in such a manner as will enable the inspection referred to in subclauses (2) and (4) to be conducted at the one establishment.
- (b) The record shall be kept in date order so that the inspections referred to in subclauses (2) and (4) of this clause may be made with respect to any period in the six years from 1st March, 1984.
- (c) The employer may, if it is part of normal business practice, periodically send the record or any part of the record to another person, provided that the provision of this paragraph shall not relieve the employer of the obligations with respect to provisions contained elsewhere in this clause with the exception of those contained in paragraph (b) of this subclause.
- (d) Before exercising a power of inspection the representative shall give notice of not less than 24 hours to the employer.
- Subject to this clause the record shall be available for inspection by a duly authorised official of the union during the normal hours of business of the employer, but excepting any time when the employer or his employees who are required to maintain the record may be absent.
- (e) The union official shall be permitted reasonable time to inspect the record and, if he requires, take an extract or copy of any of the information contained therein.
- (4) (a) If, for any reason, the record is not available for inspection by the union official when the request is made, the union official and the employer or his agent may fix a mutually convenient time for the inspection to take place.
- (b) If a mutually convenient time cannot be fixed, the union official may advise the employer in writing that he requires to inspect the record in accordance with the provisions of this award and shall specify the period contained in the record which he requires to inspect.
- (c) Within 10 days of the receipt of such advice:
- (i) Employers who normally keep the record at a place more than 35 kilometres from the G.P.O. Perth shall send a copy of that part of the record specified to the office of the union; and,
 - (ii) employers who normally keep the record at a place less than 35 kilometres from the G.P.O. Perth shall make the record available to the union official at the time specified by the union official. If the record is not then made available to the union official the

employer shall within three days send a copy of that part of the record specified to the office of the union.

- (d) In the event of a demand made by the union which the employer considers unreasonable the employer may apply to the Industrial Commission for direction. An application to the Industrial Commission made by an employer for direction will, subject to that direction, stay the requirements contained elsewhere in this subclause.
- (5) Every employer shall post or cause to be posted and keep posted up in a conspicuous position in each shop, so as to be easily accessible to and easily read by every shop assistant employed therein, a roster written in the English language showing:-
- (a) The name and sex of each worker bound by this award.
- (b) The times on which each worker is required to commence and finish work on each day in each week and the time of the meal period; and in "Retail Shops" the roster shall also show the day in each week on which each worker is given and shall take the weekly half holiday and the time from which the half holiday shall be taken.
- (c) The particulars contained in such roster shall be in respect of the full week Monday to Saturday inclusive, during which it is posted up, and may be altered or varied only on account of the sickness or absence of a worker or by the inclusion of particulars in respect of casual workers.
- (d) Any worker on duty when, in accordance with the roster, such worker should be off duty (except as provided by paragraph (c) hereof), shall be paid at overtime rates as provided by Clause 9. - Overtime.
- (e) The roster shall be available for inspection by a duly authorised representative of the union during normal trading hours.

21. - WAGES

The minimum rates of wages payable to workers under this award shall be as follows -

PART I - RETAIL ESTABLISHMENTS

- (1) ADULTS (Classification and Wage per Week):

Operative on and from the commencement of the first pay period on or after 1 July 2021 for both parts I and II of this clause

	\$	ASNA	TOTAL
(a) Shop Assistant, Sales Person, Demonstrator, Canvasser and/or Collector, Storeperson Packer, Despatch Hand, Reserve Stock Hand	409.00	437.40	846.40
(b) Window Dresser	415.90	438.20	854.10
(c) Shop Assistant, Sales Person, Demonstrator, Canvasser and/or Collector, Storeperson Packer, Despatch Hand, who is required by the employer to be in charge of a shop or other employees -			
(i) If placed in charge of a shop with no other employees or, if placed in charge of less than three other employees	419.40	438.70	858.10
(ii) If placed in charge of three or more other employees, but less than ten other employees	429.00	440.00	869.00
(iii) If placed in charge of ten or more other employees	445.50	447.00	892.50

(d)	Window Dresser who is required by the employer to be in charge of a shop or other employees -			
	(i) If placed in charge of a shop with no other employees or, if placed in charge of less than three other employees	426.00	439.50	865.50
	(ii) If placed in charge of three or more other employees, but less than ten other employees	434.90	440.80	875.70
	(iii) If placed in charge of ten or more other employees	452.20	448.10	900.30
(e)	Storeperson Operator Grade I	420.20	438.80	859.00
(f)	Storeperson Operator Grade I who is required by the employer to be in charge of a shop, store or warehouse or other employees -			
	(i) If placed in charge of a shop, store or warehouse with no other employees or if placed in charge of less than three other employees	430.00	440.10	870.10
	(ii) If placed in charge of three or more other employees but less than ten other employees	439.40	443.70	883.10
	(iii) If placed in charge of ten or more other employees	455.90	448.60	904.50
(g)	Storeperson Operator Grade II	425.00	439.50	864.50
(h)	Storeperson Operator Grade II who is required by the employer to be in charge of a shop, store or warehouse or other employees -			
	(i) If placed in charge of a shop, store or warehouse with no other employees or if placed in charge of less than three other employees	435.50	441.00	876.50
	(ii) If placed in charge of three or more other employees but less than ten other employees	444.20	446.80	891.00
	(iii) If placed in charge of ten or more other employees	461.70	449.50	911.20

PART II - WHOLESALE AND OTHER ESTABLISHMENTS

(1) ADULTS (Classification and Wage per week):

	\$	ASNA	TOTAL
(a) Head Cellarperson	446.90	447.10	894.00
(b) Storeperson, Packer, Despatch Hand, Reserve Stock Hand	409.00	437.40	846.40
(c) Storeperson, Packer, Despatch Hand, Reserve Stock Hand, who is required by the employer to be in charge of a store or other employees -			

(i) If placed in charge of a store with no other employees, or if placed in charge of less than three other employees	419.40	438.70	858.10
(ii) If placed in charge of three or more other employees, but less than ten other employees	428.00	440.00	868.00
(iii) If placed in charge of ten or more other employees	446.50	447.00	893.50
(d) Filling Process Employee (as defined)	392.70	435.20	827.90
(e) Storeperson Operator Grade I	420.20	438.80	859.00
(f) Storeperson Operator Grade I who is required by the employer to be in charge of a shop, store or warehouse or other employees -			
(i) If placed in charge of a shop, store or warehouse with no other employees or if placed in charge of less than three other employees	430.60	440.10	870.70
(ii) If placed in charge of three or more other employees but less than ten other employees	439.40	443.70	883.10
(iii) If placed in charge of ten or more other employees	456.90	448.80	905.70
(g) Storeperson Operator Grade II	425.00	439.50	864.50
(h) Storeperson Operator Grade II who is required by the employer to be in charge of a shop, store or warehouse or other employees -			
(i) If placed in charge of a shop, store or warehouse with no other employees or if placed in charge of less than three other employees	435.50	441.00	876.50
(ii) If placed in charge of three or more other employees but less than ten other employees	443.20	446.60	889.80
(iii) If placed in charge of ten or more other employees	461.70	449.50	911.20

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

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

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

PART III - JUNIOR WORKERS

- (1) The minimum rates of wages payable to all junior workers covered by this award shall be as follows:

Junior workers (per cent of the wage prescribed herein for Storeman. Packer, Despatch Hand, Reserve Stock hand)

	%
17 to 18 years of age	60
18 to 19 years of age	70
19 to 20 years of age	80
20 to 21 years of age	90

PART IV - ADDITIONAL PAYMENTS

In addition to the rates prescribed elsewhere in this clause the following allowances and rates Shall be paid to a worker where applicable.

- (1) (a) An employee required to operate a ride-on power operated tow motor a ride-on power operated pallet truck or a walk beside power operated high lift stacker in the performance of his/her duties shall be paid an additional 61 cents per hour whilst so engaged.
- (b) An employee required to operate a ride-on fork lift, high lift stacker or high lift stock picker or a power operated overhead traversing hoist in the performance of his/her duties shall be paid an additional 83 cents per hour whilst so engaged.
- (c) The allowances prescribed by this subclause shall not be payable to an employee engaged, and paid, as a "Storeman Operator Grade I" or a "Storeman Operator Grade II".
- (2) (a) A worker shall receive an additional payment for every hour of which he spends 20 minutes or more in a cold chamber in accordance with the following: In a cold chamber in which the temperature is:
- (i) Below 0 degrees Celsius to -20 degrees Celsius - 90 cents per hour.
- (ii) Below -20 degrees Celsius to -25 degrees Celsius - \$1.04 cents per hour.
- (iii) Below -25 degrees Celsius - \$1.19 per hour.
- (b) Employees required to work in temperatures less than -18.9 degrees Celsius shall be medically examined at the employer's expense.

22. - MOTOR VEHICLE ALLOWANCE

Where a worker maintains a motor vehicle and is authorised by the employer to use the vehicle in the performance of his duties, he shall be paid in accordance with the following schedule:

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

MOTOR CAR

AREA AND DETAILS

ENGINE DISPLACEMENT
(IN CUBIC CENTIMETRES)
RATE PER KILOMETRE (CENTS)

Distance Travelled Each Year on Employer's Business	Over 2600cc	Over1600cc - 2600cc	1600cc & Under
Metropolitan Area	78.9	70.7	61.5
South West Land Division	80.7	72.5	63.1
North of 23.5° South Latitude	88.9	80.0	69.5
Rest of the State	83.5	74.7	65.0
Motor Cycle (in all areas)	27.2 cents per kilometre		

“Metropolitan Area” means that area within a radius of fifty kilometres from the Perth Railway Station.

“South West Land Division” means the South West Land Division as defined by Schedule 1 of the *Land Administration Act 1997* excluding the area contained within the Metropolitan Area.

23. - PREFERENCE OF EMPLOYMENT

Deleted by section 88 (3) of the Acts Amendment and Repeal (Industrial Relations) Act (No.2) 1984.

24. - OTHER PROVISIONS

- (1) Employees called upon to carry or lift shall do so in accordance with the Manual Handling Code of Practice issued by the WorkSafe Western Australia Commission.
- (2)
 - (a) It shall be part of employees' duties to perform cleaning functions incidental to their work. Without limiting the generality of the foregoing, the dusting of shelves and of stock, the sweeping up of string and wrapping around counters, the cleaning of implements and fixtures used in the work, the cleaning (including vacuum cleaning) of the immediate work area and the cleaning of spillages and breakages, shall be so included.
 - (b) An employee shall not be required to wet wash floors, clean lavatories, sweep pavements or clean the exteriors of windows other than for the removal of occasional defacements.
 - (c) An employee shall not be required to carry out systematic cleaning duties which go beyond the incidental functions as outlined in paragraph (a) of subclause (2) of this clause.

25. - COUNTRY WORK AND TRAVELLING TIME

- (1) When a worker is engaged on outside work, the employer shall pay all fares, and a proper allowance at current rates shall be paid for all necessary meals. Fares shall be second class, except when travelling by coastal boat, when saloon fares shall be paid.
- (2) When a worker is engaged at such a distance that he cannot return at night, suitable board and lodging shall be found, at the employer's expense.
- (3) Travelling time outside ordinary working hours shall be paid for at ordinary rates up to a maximum of twelve hours in any twenty-four hour period, from the time of starting on the journey: Provided that, when the travelling is by boat, not more than eight hours shall be paid for in such period.

26. - LONG SERVICE LEAVE

The Long Service Leave provisions published in Volume 58 of the Western Australian Industrial Gazette at pages 1 to 6 inclusive, are hereby incorporated in and shall be deemed to be part of this award.

27. - PAYMENT OF WAGES

- (1)
 - (a) The employer may elect to pay employees in cash, by cheque or by means of a credit transfer to a bank, building society or credit union account in the name of the employee. The day that the credit transfer is credited to the employee's account shall be deemed to be the date of payment.
 - (b) Payment shall be made within three trading days from the last day of the pay period and if in cash or by cheque shall be made during the employee's ordinary working hours.
 - (c) No employer shall change its method of payment to employees without first giving them at least four weeks' notice of such change.
 - (d) No employee shall be required to accept a change in the method of payment if such change causes hardship. Any dispute concerning hardship in a particular case shall be referred to a Board of Reference for determination.
- (2)
 - (a) The employer may elect to pay employees weekly or fortnightly in accordance with subclause (1) of this clause.
 - (b) No employer shall change the frequency of payment to employees without first giving them and the Union at least four weeks' notice of such change.
 - (c) The method of introducing a fortnightly pay system shall be by the payment of an additional week's wages in the last weekly pay before the change to fortnightly pays to be repaid by equal fortnightly deductions made from the next and subsequent pays provided the period for repayment shall not be less than 20 weeks or some other method agreed upon by the Union and employer.
- (3) For the purpose of effecting the rostering off of workers as provided by this award such wages may be either for the actual hours worked each week; or an amount being the calculated weekly average of the wages accruing over the two or three, as the case may be, consecutive weekly period.

28. - POSTING OF AWARD

The employer shall allow a copy of this award, if supplied by the union to be posted in a place which is easily accessible to the workers.

29. - BEREAVEMENT LEAVE

- (1) An employee shall, on the death of the spouse, de facto spouse, parent, step-parent, child or step-child of the employee or any other person who, immediately before that person's death, lived with the employee as a member of the employee's family, be entitled to paid bereavement leave for ordinary hours of up to two days.
- (2) The right to such leave shall be dependent on compliance with the following conditions:
 - (a) The employee shall furnish proof such as would satisfy a reasonable person as to the death that is the subject of the leave and/or the relationship of the employee to the deceased person should the employer so request.
 - (b) The employee shall not be entitled to leave under this clause during a period of any other kind of leave.

30. - CONTRACT OF EMPLOYMENT AND TERMINATION

- (1) (a) An employee will be engaged as a full time, part time or casual employee.
- (b) A full time or part time employee engaged for a period of four consecutive weeks or less shall be deemed a casual employee and be paid not less than the minimum rates of wages contained in subclause (6) of Clause 6 - Definitions of this Award.

This paragraph shall not apply to an employee engaged as a full time or part time employee who is justifiably dismissed or who severs his or her contract of service.

- (2) In addition to the provisions contained in subclause (2) of Clause 24 - Other Provisions of this Award, an employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training and to use such equipment as may be required, provided that the employee has been properly trained in the use of such equipment.

- (3) Termination of Employment

- (a) Full time and Part time employees

- (i) Should an employer wish to terminate a permanent employee, the following period of notice shall be provided-

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (ii) Employees over 45 years of age with 2 or more years continuous service at the time of termination, shall receive an additional week's notice.

- (iii) Where the relevant notice is not provided, the employee shall be entitled to payment in lieu. Provided that employment may be terminated by part of the period of notice and part payment in lieu.

- (iv) Payment in lieu of notice shall be calculated using the employee's weekly ordinary time earnings.

- (v) The period of notice in this clause shall not apply in the case of dismissal for serious misconduct, that is, misconduct of a kind such that it would be unreasonable to require the employer to continue the employment during the notice period.

- (vi) Notice of termination by employee

Except in the first 2 month's of service, 1 week's notice shall be necessary for an employee to terminate his or her engagement or the forfeiture or payment of 1 week's pay by the employee to the employer in lieu of notice.

In the first month of service, an employee may give a moment's notice to terminate his or her employment.

In the second month's service, an employee may give 1 day's notice to terminate his or her employment, or the forfeiture or payment of 1 day's pay by the employee to the employer in lieu of notice.

- (vii) Termination by employer prior to public holiday.

An employee whose employment is terminated by the employer on the business day preceding a holiday or holidays, otherwise than for misconduct, shall be paid for such holiday or holidays.

Provided that in the event of Christmas Eve falling on a Saturday or a Sunday any employee whose employment is terminated by the employer on the preceding Friday otherwise than for misconduct, shall be paid for Christmas Day and Boxing Day.

- (viii) Probation

An employee engaged under the terms of this Award may be engaged under probation for an agreed period not exceeding two months.

Notwithstanding placitum (i) above, should an employer wish to terminate an employee still on probation, the following notice shall be provided:

First month of probationary employment	A moment
Second month of probationary employment	1 day

Provided that where the relevant notice period is not provided, the employee shall be entitled to payment in lieu.

- (b) Casual Employees

The employment of a casual employee may be terminated by the giving or receiving of 1 hour's notice.

31. - LOCATION ALLOWANCES

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

<u>TOWN</u>	<u>PER WEEK</u>
Agnew	\$22.70
Argyle	\$60.80
Balladonia	\$23.50
Barrow Island	\$39.50
Boulder	\$9.70
Broome	\$36.50
Bullfinch	\$10.60
Carnarvon	\$18.70
Cockatoo Island	\$40.00
Coolgardie	\$9.70
Cue	\$23.30
Dampier	\$31.80
Denham	\$18.70
Derby	\$37.90
Esperance	\$6.60
Eucla	\$25.40
Exmouth	\$33.40

Fitzroy Crossing	\$46.10
Halls Creek	\$53.30
Kalbarri	\$8.10
Kalgoorlie	\$9.70
Kambalda	\$9.70
Karratha	\$38.20
Koolan Island	\$40.00
Koolyanobbing	\$10.60
Kununurra	\$60.80
Laverton	\$23.20
Learmonth	\$33.40
Leinster	\$22.70
Leonora	\$23.20
Madura	\$24.50
Marble Bar	\$59.00
Meekatharra	\$20.10
Mount Magnet	\$25.20
Mundrabilla	\$25.00
Newman	\$21.80
Norseman	\$20.10
Nullagine	\$58.90
Onslow	\$39.50
Pannawonica	\$29.60
Paraburdoo	\$29.40
Port Hedland	\$31.60
Ravensthorpe	\$11.90
Roebourne	\$44.00
Sandstone	\$22.70
Shark Bay	\$18.70
Southern Cross	\$10.60
Telfer	\$54.20
Teutonic Bore	\$22.70
Tom Price	\$29.40
Whim Creek	\$37.80
Wickham	\$36.50
Wiluna	\$22.90
Wyndham	\$56.90

- (2) Except as provided in subclause (3) of this clause, an employee who has:
- (a) a dependant shall be paid double the allowance prescribed in subclause (1) of this clause;
 - (b) a partial dependant shall be paid the allowance prescribed in subclause (1) of this clause plus the difference between that rate and the amount such partial dependant is receiving by way of a district or location allowance.
- (3) Where an employee:
- (a) is provided with board and lodging by his/her employer, free of charge; or
 - (b) is provided with an allowance in lieu of board and lodging by virtue of the award or an order or agreement made pursuant to the Act;
- such employee shall be paid $66\frac{2}{3}$ per cent of the allowances prescribed in subclause (1) of this clause.

- (4) Subject to subclause (2) of this clause, junior employees, casual employees, part time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.
- (5) Where an employee is on annual leave or receives payment in lieu of annual leave he/she shall be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.
- (6) Where an employee is on long service leave or other approved leave with pay (other than annual leave) he/she shall only be paid location allowance for the period of such leave he/she remains in the location in which he/she is employed.
- (7) For the purposes of this clause:
- (a) "Dependant" shall mean -
- (i) a spouse or defacto partner; or
- (ii) a child where there is no spouse or defacto partner;
- who does not receive a location allowance or who, if in receipt of a salary or wage package, receives no consideration for which the location allowance is payable pursuant to the provisions of this clause.
- (b) "Partial Dependant" shall mean a "dependant" as prescribed in paragraph (a) of this subclause who receives a location allowance which is less than the location allowance prescribed in subclause (1) of this clause or who, if in receipt of a salary or wage package, receives less than a full consideration for which the location allowance is payable pursuant to the provisions of this clause.
- (8) Where an employee is employed in a town or location not specified in this clause the allowance payable for the purpose of subclause (1) of this clause shall be such amount as may be agreed between Australian Mines and Metals Association, the Chamber of Commerce and Industry of Western Australia and UnionsWA or, failing such agreement, as may be determined by the Commission.
- (9) Subject to the making of a General Order pursuant to s.50 of the Act, that part of each location allowance representing prices shall be varied from the beginning of the first pay period commencing on or after the 1st day in July of each year in accordance with the annual percentage change in the Consumer Price Index (excluding housing), for Perth measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.

32. - SATURDAY WORK (RETAIL ESTABLISHMENTS)

- (1) Except as provided in subclause (2) of this clause, hours of work performed before 12 noon on Saturday (except in the case of casual workers employed on Saturday morning only in any week) shall be paid the following amounts in addition to ordinary rates:
- | | |
|--|------|
| | \$ |
| in the case of adult workers | 2.50 |
| in the case of junior workers | 2.00 |
| <u>or</u> for each week of any cycle of two consecutive weeks: | |
| in the case of adult workers | 1.25 |
| in the case of junior workers | 1.00 |
- (2) In addition to the above all ordinary hours of work performed on a Saturday between 12.00 noon and 8.30 p.m. shall be paid for at the rate of time and one quarter.

- (3) All ordinary hours of work performed between 6.00 p.m. and 10.00 p.m. Monday to Friday shall be paid at a loading of 20% in addition to the ordinary rate.

In the case of casual workers, this ordinary rate shall be the rate laid down in Clause 6(7)(a)(i) or Clause 6(7)(a)(ii) or Clause 6(7)(b)(i) as appropriate.

- (4) (a) A full-time or part-time worker who is required to work any of his/her ordinary hours between 8.30 p.m. and 10.00 p.m. on Saturday shall be paid a loading of \$4.98 in addition to the ordinary hourly rate as laid down in Clause 21. - Wages of this award.
- (b) A casual worker who is required to work any of his/her ordinary hours between 8.30 p.m. and 10.00 p.m. on Saturday shall be paid a loading of \$4.98 in addition to the ordinary hourly casual rate as laid down in Clause 6(7)(a)(iii) or 6(7)(b)(ii) as appropriate.
- (c) Provided that junior workers shall be paid the appropriate percentage as laid down in Part III of Clause 21. - Wages of this award.

33. - BREAKDOWNS (WHOLESALE ESTABLISHMENTS)

In Wholesale Establishments the employer shall be entitled to deduct payment for any day or portion of a day upon which the worker cannot be usefully employed because of any strike by the union or unions affiliated with it, or by any other association or union, or through the breakdown of the employer's machinery, or any stoppage or work by any cause which the employer cannot reasonably prevent.

34. - SHIFT WORK

The provisions of this clause apply to workers employed on shift work in Bulk Warehouses and shall not apply to premises in which goods are sold retail.

- (1) Hours of Shifts:

- (a) The ordinary hours of work for shift workers shall not exceed 40 in any week to be worked in five shifts of eight hours (excluding meal breaks) each between midnight on Sunday and midnight on Friday.
- (b) Such ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. A worker shall not be required to work for more than 4½ hours without a break for a meal of at least thirty minutes.
- (c) Except at regular changeover of shifts a worker shall not be required to work more than one shift in each 24 hours.

- (2) Definitions:

"Afternoon shift" means any shift finishing after 6.00 p.m. and at or before 1.00 a.m.

"Day shift" means any shift finishing after 2.00 p.m. and at or before 6.00 p.m.

"Night shift" means any shift finishing after 1.00 a.m. and at or before 7.00 a.m.

- (3) Where any particular process is carried out on shifts other than day shift and less than five consecutive afternoon or five consecutive night shifts are worked on that process the workers employed on such afternoon or night shifts shall be paid at overtime rates.
- (4) The consecutive sequence of shifts referred to in subclause (3) of this clause shall not be deemed to be broken by reason of the fact that work on the process is not carried out on a Saturday, Sunday or holiday.

- (5) The loading on the ordinary rates of pay for each afternoon shift or night shift shall be -
 - (a) in the case of adult workers - 15% of one-fifth of the ordinary rate prescribed by this award, and
 - (b) in the case of junior workers - seventy-five per cent of the amount prescribed for adult workers.
- (6) The employer shall post in a place readily accessible to the workers a roster showing the starting and finishing times of the shifts each week.
- (7) Overtime on afternoon shift or night shift shall be calculated on the rate payable for shift work.
- (8) A junior worker under the age of eighteen years shall not be required to work afternoon shift or night shift without his consent.
- (9) A worker shall not work continuous afternoon shift or night shift unless he elects to do so.
- (10) The loading on the ordinary rates of pay for employees required to work permanent night shifts shall be 25 per cent of one fifth of the ordinary rate of pay prescribed by this award.

35. - PARENTAL LEAVE

- (1) Subject to the terms of this clause employees are entitled to unpaid maternity, paternity and adoption leave and to work part time with the approval of the employer in connection with the birth or adoption of a child in accordance with the provisions of Appendix 1 to this Award.
- (2) Definitions

For the purposes of Appendix 1, the following definitions shall apply:

 - (a) "Employee" includes a part time employee but does not include an employee engaged upon casual or seasonal work.
 - (b) "Spouse" includes a de facto or a former spouse.
 - (c) "Continuous service" means service under an unbroken contract of employment and includes:
 - (i) Any period of leave taken in accordance with this clause;
 - (ii) any period of part time employment worked in accordance with this clause; or
 - (iii) any period of leave or absence authorised by the employer or by the award.

CLAUSE 36. - UNION NOTICE BOARD

An employer bound by this award shall permit a shop steward or an official from The Shop, Distributive and Allied Employees' Association of Western Australia, as the case may be to post formal Union notices, authorised by the General Secretary of the Union or his nominee upon an appropriate notice board.

Any notice posted on a notice board not so signed by the General Secretary of the Union or his nominee may be removed by the employer.

CLAUSE 37. - INTRODUCTION OF CHANGE

EMPLOYER'S DUTY TO NOTIFY

- (1) (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 be affected by the proposed changes and the union.

- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and restructuring of jobs. Provided that where the award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

EMPLOYER'S DUTY TO DISCUSS CHANGE

- (2) (a) The employer shall discuss with the employees affected and the union inter alia, the introduction of the changes referred to in subclause (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 in relation to the changes.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclause (1)(a) hereof.
- (c) For the purpose of such discussion, the employer shall provide to the employees concerned and their union, 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 interests.

38. - SUPERANNUATION

The provisions of this clause shall be read in conjunction with and shall complement the provisions of the Superannuation Guarantee (Administration) Act 1992.

- (1) Definitions:

"Fund": In this clause all reference to "Fund" shall mean the Retail Employees Superannuation Trust.

"Ordinary Time Earnings": In this clause the term "Ordinary Time Earnings" shall mean the base classification rate, including supplementary payments where appropriate, in charge rates, shift penalties and (if any) overaward payments, together with any other all purpose allowance or penalty payment for work in ordinary time and shall include in respect to casual employees the appropriate casual loadings as prescribed by this award, but shall exclude any payment for overtime worked.

"Employees": In this clause all reference to "Employees" shall mean employees whose employment is regulated by the following award - Licensed Establishments (Retail and Wholesale) Award 1979.

"Trustee": In this clause all reference to "Trustee" shall mean the Trustee of the Retail Employees Superannuation Trust.

"Approved Superannuation Fund": In this clause "Approved Superannuation Fund" shall mean a superannuation fund which complies with the Occupational Superannuation Standards Act, 1987.

- (2) Quantum

- (a) Employers bound by this Award shall make application to participate in the Fund either formally or informally and shall contribute to the Fund in respect of all eligible employees an amount equal to the percentage as set out in paragraph (b) of this subclause of each employee's weekly ordinary time earnings.

- (b) The percentage applicable to an employer for the purposes of paragraph (a) of this subclause shall be:

YEAR	PERCENTAGE AMOUNT
1996 - 1997	6%
1997 - 1998	6%
1998 - 1999	7%
1999 - 2000	7%
2000 - 2001	8%
2001 - 2002	8%
2002 - 2003	9%
Subsequent Years	9%

- (3) Cessation of Contributions:

The obligation of the employer to contribute to the Fund in respect of an employee shall cease on the last day of such employee's employment with the employer.

- (4) Eligibility

- (a) The employer shall be required to make contributions in accordance with this clause in respect of each employee except where:

- (i) an employee earns less than \$450.00 in any calendar month; or
- (ii) an employee who is aged under 18 years of age and who works 30 hours or less per week.

- (b) Employees with existing superannuation entitlements:

Notwithstanding any other provision of this clause, a part time or casual employee who was entitled to superannuation payments made by the employer in accordance with this award as at 26 February 1997, shall continue to be eligible to receive superannuation payments in accordance with this clause at the rate of 3%.

- (5) Employee contributions

Employees who may wish to make contributions to the Fund additional to those being made by the employer pursuant to subclause (2) shall be entitled to authorise the employer to pay into the Fund from the employee's wages amounts specified by the employee.

Employees contributions to the Fund requested under this subclause shall be made in accordance with the rules of the Fund.

- (6) Frequency of Payment:

Each employer shall pay such contributions together with any employee's deductions to the Fund in the following manner:

- (a) In respect of full time and part-time employees payments shall be made monthly for pay periods completed in the month, and
- (b) In respect of casual employees payments shall be made every three months for pay periods completed in such three months.

Provided that payments may be made at such other times and in such other manner as may be agreed in writing between the Trustee of the Fund and the employer from time to time.

(7) Existing Superannuation Arrangements:

No employer shall be excluded from this clause on the basis of existing voluntary superannuation arrangements.

39A. - AUSTRALIAN TRAINEESHIP SYSTEM

(1) Scope

This clause shall apply to a trainee employed under the Australian Traineeship System by an employer approved by the State Management Committee.

(2) Definitions

For the purpose of this clause -

"The Australian Traineeship System" means a structured system of on-the-job training with an employer and off-the-job training in a Technical and Further Education College or other training provider approved by the State Management Committee.

"Trainee" means an employee engaged under the terms of this award and in accordance with the provisions of an Australian Traineeship established pursuant to Section 37D of the Industrial and Commercial Training Act, 1975 and approved by the State Management Committee.

"Traineeship Scheme" is a formal agreement of training approved by the State Management Committee and registered pursuant to Section 37D of the Industrial and Commercial Training Act, 1975.

"State Management Committee" means a Committee comprising representatives from the Confederation of Western Australian Industry, the Trades and Labor Council of Western Australia, Technical and Further Education (TAFE) and the relevant Federal and State Government Departments which approve traineeship arrangements by agreement of each of the parties. The State Management Committee may be established pursuant to the provisions of the Industrial and Commercial Training Act, 1975 or any amendment to or substitution of that Act, provided that any Committee or body established in lieu of the state Management Committee has the same representative structure and decision making processes as that Committee.

(3) Objectives

- (a) The objective of this clause is to provide the form and substance of the conditions of employment, including rates of pay, applicable to any person engaged under the Australian Traineeship System (ATS) and who, being a trainee under that system, is covered by this award.
- (b) The purpose is to enhance the skill levels and future employment prospects for young people.
- (c) An objective of the ATS is to provide employment and training opportunities for young people.

(4) Form of Traineeship Agreement

- (a) A traineeship shall be entered into by means of written agreement in a form approved by the State Management Committee and registered in accordance with the provisions of the Industrial and Commercial Training Act, 1975.
- (b) A trainee shall not be engaged on a part-time or casual basis.
- (c) The Traineeship Scheme shall be for a period of 12 months but this period may be varied with the agreement of the union and the employer and with the approval of the State Management Committee.

(5) Duties and Responsibilities

- (a) A trainee shall participate in the approved on-the-job training scheme and attend the approved off-the-job training as prescribed in the training scheme.
- (b) An employer shall release a trainee from work to attend the prescribed off-the-job training course and shall provide the on-the-job training approved by the State Management Committee.
- (c) The employer shall provide the level of supervision in accordance with the approved training scheme during the traineeship period.
- (d) The overall Traineeship Scheme will be monitored by officers of the Department of Employment and Training. An accredited representative of the union shall have access during ordinary working hours to inspect the relevant training records and work books and subject to the approval of the employer, which shall not be unreasonably withheld, may interview a trainee with respect to his/her progress in the Scheme.

(6) Overtime and Shift Work

Overtime and shift work shall not be worked by trainees except to enable the requirements of the training scheme to be effected. When overtime and shift work are worked the relevant penalties and allowances of the award based on the trainee wage will apply. No trainee shall work overtime or shift work on their own.

(7) Wage Rates

The weekly wages payable to a trainee shall be determined by multiplying the appropriate rate of pay prescribed in the award by 39 which represents actual weeks spent on-the-job and dividing that sum by 52 to provide a weekly wage.

39B. - TRAINEESHIPS

(1) Scope

- (a) Subject to paragraph (b) of this subclause, this clause shall apply to persons:
 - (i) who are undertaking a traineeship (as defined); and
 - (ii) who are employed by an employer bound by this award; and
 - (iii) whose employment is covered by the Licensed Establishments (Retail and Wholesale) Award 1979 No. R 23 of 1977.
- (b) Notwithstanding the foregoing, this clause shall not apply to employees who were employed by an employer bound by this clause prior to the date of approval of a traineeship scheme relevant to the employer, except where agreed between the employer and the union.

(2) Objective

- (a) The objective of this clause is to establish a system of traineeships which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of trainees, particularly young people, and the long term unemployed.
- (b) The system is neither designed nor intended for those who are already trained and job ready.
- (c) Existing employees shall not be displaced from employment by trainees.

(3) Supersession

The existing award provisions for the Australian Traineeship System (ATS) shall not apply to any employer bound by this award, except in relation to ATS trainees who commenced a traineeship with the employer before the employer was bound to this award.

(4) Definitions

"Approved Training" means training undertaken in a traineeship and shall involve formal instruction, both theoretical and practical, and supervised practice in accordance with a traineeship scheme approved by the relevant state training authority or NETTFORCE. The training will be accredited and lead to qualifications as set out in subclause 5(e).

"Relevant Award" means Licensed Establishments (Retail and Wholesale) Award 1979 No. R 23 of 1977.

"Trainee" means an employee who is bound by a traineeship agreement made in accordance with this clause.

"Traineeship" means a system of training which has been approved by the appropriate State Training Authority, or which has been approved on an interim basis by the National Employment and Training Taskforce (NETTFORCE), until final approval is granted by the relevant state training authority.

"Traineeship Agreement" means an agreement made subject to the terms of this award between an employer and the trainee for a traineeship and which is registered with the appropriate State Training Authority, NETTFORCE, or under the provisions of the appropriate state legislation. A traineeship agreement shall be made in accordance with the relevant approved traineeship scheme and shall not operate unless this condition is met.

"Traineeship Scheme" means an approved traineeship applicable to a group or class of employees or to an industry or sector of an industry or an enterprise. A traineeship scheme shall not be given approval unless consultation and negotiation with the union upon the terms of the proposed traineeship scheme and the traineeship have occurred. An application for approval of a traineeship scheme shall identify the union and demonstrate to the satisfaction of the approving authority that the abovementioned consultation and negotiation have occurred.

"Parties to a Traineeship Scheme" means the employer organisation and/or the employer and the union involved in the consultation and negotiation required for the approval of a Traineeship scheme.

References in this award to "the relevant State Training Authority or NETTFORCE" shall be taken to be a reference to NETTFORCE in respect of a Traineeship that is the subject of an interim approval but not a final approval by the relevant State Training Authority. NETTFORCE powers and functions stipulated in this award may be circumscribed and/or delegated by the terms of an agreement between NETTFORCE and a relevant State Training Authority. Reference to NETTFORCE within this clause will have no effect during the currency of the W.A. State Training Authority/NETTFORCE Memorandum of Agreement.

"Appropriate State Legislation" means the State Employment and Skills Development Authority Act 1990.

(5) Training Conditions

(a) The trainee shall attend an approved training course or training programme prescribed in the Traineeship Agreement or as notified to the trainee by the appropriate State Training Authority in accredited and relevant traineeship schemes; or NETTFORCE if the traineeship scheme remains subject to interim approval.

(b) A traineeship shall not commence until the relevant Traineeship Agreement, made in accordance with a traineeship scheme, has been signed by the employer and the trainee and lodged for registration with the relevant state training authority or NETTFORCE, provided that if the Traineeship Agreement is not in a standard format a Traineeship shall not commence until the Traineeship Agreement has been registered with the relevant State Training Authority or

NETTFORCE. The employer shall ensure that the Trainee is permitted to attend the training course or programme provided for in the Traineeship Agreement and shall ensure that the trainee receives the appropriate on-the-job training.

- (c) The employer shall provide a level of supervision in accordance with the Traineeship Agreement during the traineeship period.
 - (d) The employer agrees that the overall training programme will be monitored by officers of the appropriate State Training Authority or NETTFORCE and training records or work books may be utilised as part of this monitoring process.
 - (e) Training shall be directed at:
 - (i) The achievement of key competencies required for successful participation in the workplace (where these have not been achieved) (e.g. literacy, numeracy, problem solving, teamwork, using technology) and as are proposed to be included in the AVC Level 1 qualification. This could be achieved through foundation competencies which are part of endorsed competencies for an industry or enterprise, and/or
 - (ii) The achievement of competencies required for successful participation in an industry or enterprise (where there are endorsed national standards these will define these competencies) as are proposed to be included in the AVC Level 2 qualification or above.
- (6) Employment Conditions
- (a) A Trainee shall be engaged as a full time employee for a maximum of one year's duration provided that a trainee shall be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer. By agreement in writing, and with the consent of the relevant State Training Authority or NETTFORCE the parties to a traineeship agreement may vary the duration of the traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant Traineeship Scheme.
 - (b)
 - (i) An employer shall not terminate the employment of a Trainee without firstly having provided written notice of termination to the Trainee concerned in accordance with the Traineeship Agreement and to the relevant State Training Authority or NETTFORCE. The written notice to be provided to the relevant State Training Authority or NETTFORCE shall be provided within five working days of termination.
 - (ii) An employer who chooses not to continue the employment of a trainee upon the completion of the traineeship shall notify, in writing, the relevant State Training Authority or NETTFORCE of its decision.
 - (c) The Trainee is permitted to be absent from work without loss of continuity of employment and/or wages to attend the training in accordance with the Traineeship Agreement.
 - (d) Where the employment of a Trainee by an employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service for the purposes of any relevant award or any other legislative entitlements.
 - (e)
 - (i) The traineeship agreement may restrict the circumstances under which the Trainee may work overtime and shift work in order to ensure the training programme is successfully completed.
 - (ii) No Trainee shall work overtime or shift work on their own unless consistent with the provisions of this award.
 - (iii) No Trainee shall work shift work unless the parties to a Traineeship Scheme agree that such shiftwork makes satisfactory provision for approved training. Such training may

be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shift work Trainees.

- (iv) The Trainee wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by the relevant award, unless otherwise agreed by the parties to a Traineeship Scheme, or unless the relevant award makes specific provision for a Trainee to be paid at a higher rate, in which case the higher rate shall apply.
 - (f) All other terms and conditions of the relevant award that are applicable to the Trainee, or would be applicable to the Trainee but for this Clause, shall apply unless specifically varied by this Clause.
 - (g) A Trainee who fails to either complete the traineeship, or who cannot for any reason be placed in full time employment with the employer on successful completion of the Traineeship, shall not be entitled to any severance payments payable pursuant to termination, change and redundancy provisions or provisions similar thereto.
- (7) Wages

- (a) (i) The minimum rates of wages payable weekly to trainees are as provided in subparagraph (iv) of this subclause.
- (ii) These wage rates will only apply to trainees while they are undertaking an approved traineeship which includes approved training as defined in this clause.
- (iii) The wage rates prescribed by this clause do not apply to completed trade level training which is covered by the apprenticeship system.
- (iv) Skill Level B

Where the accredited training course and work performed are for the purposes of generating skills which have been defined for work at Skill Level B.

HIGHEST YEAR OF SCHOOLING COMPLETED

School Leaver	Year 10 \$	Year 11 \$	Year 12 \$
	\$	\$	\$
	239.00(50%)* 281.00 (33%)	292.00 (33%) 334.00 (25%)	390.00
plus 1 year out of school	334.00	390.00	456.00
plus 2 year out of school	390.00	456.00	522.00
plus 3 year out of school	456.00	522.00	597.00
plus 4 year out of school	522.00	597.00	
plus 5 years/more	597.00		

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

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

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

- (b) The Skill level of approved Traineeships in the retail and wholesale industries has been agreed to be Skill Level B.

- (c) For the purposes of this provision "out of school" shall refer only to periods out of school beyond year 10 (or below), and shall be deemed to:
- (i) Include any period of schooling beyond year 10 (or below) which was not part of nor contributed to a completed year of schooling;
 - (ii) Include any period during which a trainee repeats in whole or part a year of schooling beyond year 10 (or below); and
 - (iii) Not include any period during a calendar year in which a year of schooling is completed.
 - (iv) have effect on an anniversary date being 1 January in each year.
- (d) At the conclusion of the Traineeship this clause ceases to apply to the employment of the Trainee and the award shall apply to the former trainee.

40. - ENTERPRISE LEVEL AWARD CHANGE PROCEDURE

- (1) The Union and the employers to whom this clause applies recognise that because of the variety of employers and types of enterprises covered by this award, circumstances may exist within the industry which are appropriately regulated by single enterprise agreements or by workplace agreements or, where more than one union has coverage of employees within a workplace, a part-workplace agreement binding only on all employees eligible for membership of The Shop, Distributive and Allied Employees' Association of Western Australia.
- (2) Such single employer agreements, to the extent that they are inconsistent with the provisions of this award, shall prevail over the provisions of this award, upon ratification by the Western Australian Industrial Relations Commission.
- (3) Where either an employer or its employees propose a change in award conditions in relation to an enterprise, those parties shall contact the union for the purpose of negotiating such an agreement. Where the union proposes a change in award conditions in relation to an enterprise, the union shall contact the employer for the purpose of negotiating such an agreement.
- (4) The employer and the union shall genuinely attempt to negotiate proposals for an agreement.
- (5) It shall be open to the employer and its employees to have had prior informal discussions about the possibility of an agreement of the character contemplated in this clause. However the final agreement negotiations are to be handled by the union.
- (6) By arrangement between the employer and the union, employees of the enterprise may participate in the negotiation of an agreement and, in any event, there shall be consultation with employees by the union and the employer. The union and the employer shall each have equal time to put alternative proposals to the employees during working hours.
- (7) Following negotiations between the employer and the union, but before an agreement can be achieved, a majority of employees shall have agreed to it.
- (8) The union and the employer may agree to adopt appropriate methods of ascertaining the views of the employees affected, such as a secret ballot, to ensure that the agreement is genuine.
- (9) Any agreement must be in writing and it shall specify the employees affected, the name and address of the enterprise affected, the terms of the agreement (including any award provisions from which the said enterprise is exempt) the alternate provisions which are to apply in lieu of such award provisions, the period of operation and the method of termination of the agreement prior to its expiration.

- (10) When an agreement is finalised, the parties to it shall make application to the Western Australian Industrial Relations Commission for its terms to be ratified in the appropriate manner.
- (11) Where the parties are unable to reach agreement, it shall be open for the matter to be referred to the Western Australian Industrial Relations Commission for resolution.
- (12) Nothing in this clause shall prevent an employer or the union from having any matter arising from this clause referred to the Western Australian Industrial Relations Commission for the purposes of conciliation and/or arbitration.

41. - SUPPORTED WAGES EMPLOYEES

(1) The clause defines the conditions which will apply to employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this award. In the context of this clause the following definitions will apply:

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

(2) Eligibility Criteria

- (a) Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.
- (b) This clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers’ compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their current employment.
- (c) The award does not apply to employers in respect of their facility, program, undertaking, service or the like which receives funding under the Disability Services Act 1986 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under Section 10 or Section 12A of the Act, or if a part only has received recognition, that part.

(3) Supported Wage Rates

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

Assessed Capacity (Sub-clause 4)	% of Prescribed Award Rate
10%*	10%

20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(Provided that the minimum amount payable shall not be less than \$45 per week).

* Where a person's assessed capacity is 10 per cent, they shall receive a high degree of assistance and support.

(4) Assessment of Capacity

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

- (a) the employer and the union, in consultation with the employee or, if desired, by any of these;
- (b) the employer and an accredited assessor from a panel agreed by the parties to the award and the employee.

(5) Lodgement of Assessment Instrument

- (a) All assessment instruments under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Western Australian Industrial Relations Commission.
- (b) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the award is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within ten working days.

(6) Review of Assessment

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

(7) Other Terms and Conditions of Employment

Where an assessment has been made the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other employees covered by this award paid on a pro-rata basis.

(8) Workplace Adjustment

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

(9) Trial Period

- (a) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks,

except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

- (b) During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- (c) The minimum amount payable to the employee during the trial period shall be no less than \$45 per week.
- (d) Work trials should include induction or training as appropriate to the job being trialed.
- (e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the assessment under subclause (4) of this clause.

42. - REDUNDANCY

(1) This clause applies to employers who engage 15 or more employees at the time of any redundancies.

(2) Discussions Before Terminations

- (a) Where the employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be 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 the union.
- (b) The discussions shall take place as soon as is practicable and shall cover, amongst other matters the reasons the proposed terminations are required, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on 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 the union, 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 the employer shall not be required to disclose confidential information the disclosure of which would be detrimental to the employer's interests.

(3) Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in subclause (2) above, the employee shall be entitled to the same period of notice of transfer as they would have been entitled to if they had been terminated, and the employer may 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.

(4) Severance Pay

In addition to the period of notice provided in Clause 30. - Contract of Employment and Termination, a permanent employee whose employment is terminated for reasons set out above shall be entitled to the following amount of severance pay in respect of a continuous period of service:

Period of continuous service	Severance pay
less than 1 year	nil
1 year but less than 2 years	2 weeks' pay
2 years but less than 3 years	4 weeks' pay

3 years but less than 4 years	6 weeks' pay
4 years but less than 5 years	8 weeks' pay
5 years and over	10 weeks' pay

"Weeks' pay" means the ordinary time rate of pay 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.

(5) Superannuation Benefits

- (a) Subject to further order of the Commission, where an employee, who is terminated receives a benefit from a superannuation scheme, the employee shall only receive under subclause (4) of this clause the difference between the severance pay specified in that subclause and the amount of the superannuation benefit the employee receives which is attributable to employer contributions only.
- (b) If the superannuation benefit is greater than the amount due under subclause (4) of this clause then the employee shall receive no payment under that paragraph.
- (c) Provided that benefits arising directly or indirectly from contributions made by an employer in accordance with an award, agreement or order made or registered under the Industrial Relations Act 1979 or the Industrial Relations Act 1988, or in accordance with the Superannuation Guarantee (Administration) Act 1992, shall not be taken into account unless the Commission so orders in a particular case.

(6) Employee Leaving During Notice

An employee whose employment is terminated for reasons set out in subclause (2) above may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he or she 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 in accordance with Clause 30. - Contract of Employment and Termination.

(7) Alternative Employment

- (a) The 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.
- (b) Where the employer in a particular redundancy case obtains employment for an employee, which is:
 - (i) equivalent in status and salary or wages to the former position; and
 - (ii) does not require the employee to travel any further to his or her new employment than the employee was travelling to his or her former employment,

the employer is not required to make payments in accordance with subclause (4) above. Provided that the union may refer such matter to the Commission for determination.

(8) Time Off During Notice Period

- (a) During the period of notice of termination given by the employer and 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 or they shall not receive payment for the time absent.

For the purpose a statutory declaration will be sufficient.

(9) Notice to Commonwealth Employment Service

Where a decision has been made to terminate the services of 15 or more employees in the circumstances outlined in subclause (2) above, the Employer shall notify the Commonwealth Employment Service thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(10) Transmission of Business

(a) Where a business is before or after the date of this award, transmitted from one 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 reason of such transmission;

and

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

(b) In this subclause "business" and "transmission" has the same meaning and effect as in the Long Service Leave General Order at Volume 59 of the Western Australian Industrial Gazette, at pages 1 to 6.

(11) 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 the employer 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.

(12) 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.

(13) 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 employers incapacity to pay.

APPENDIX 1 - PARENTAL LEAVE ENTITLEMENTS

(1) Maternity Leave

(a) Nature of Leave

Maternity leave is unpaid leave

(b) Definitions

For the purposes of this subclause:

- (i) "Paternity leave" means leave of the type provided for in subclause (2) of this Clause whether prescribed in an award or otherwise.
- (ii) "Child" means a child of the employee under the age of one year.

(c) Eligibility for Maternity Leave

An employee who becomes pregnant, upon production to the employer of the certificate required by paragraph (d) hereof, shall be entitled to a period of up to 52 weeks maternity leave provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of paternity leave taken by the employee's spouse in relation to the same child and apart from paternity leave of up to one week at the time of confinement shall not be taken concurrently with paternity leave, specified in the relevant statutory declaration.

Subject to paragraphs (f) and (i) hereof the period of maternity leave shall be unbroken and shall, immediately following confinement include a period of six weeks compulsory leave. Notwithstanding the requirement to take compulsory leave, an employee may request to return to work at any time, subject to the agreement of the employer.

The employee must have had at least 12 months continuous service with the employer immediately preceding the date upon which she proceeds upon such leave.

(d) Certification

At the time specified in paragraph (e) the employee must produce to the employer;

- (i) A certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;
- (ii) a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engaged in any conduct inconsistent with her contract of employment.

(e) Notice Requirements

- (i) An employee shall, not less than ten weeks prior to the presumed date of confinement, produce to the employer the certificate referred to in subparagraph placitum (i) of paragraph (d) above.
- (ii) An employee shall give not less than four weeks notice in writing to the 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 the employer the statutory declaration referred to in placitum (ii) of paragraph (d) above.
- (iii) The employer by not less than 14 days notice in writing to the employee may require her to commence maternity leave at any time within the six weeks immediately prior to the presumed date of confinement.
- (iv) An employee shall not be in breach of this Clause as a consequence of failure to give the specified period of notice in accordance with placitum (ii) hereof if such failure is occasioned by:
 - (aa) the confinement occurring earlier than the presumed date, or
 - (bb) compelling circumstances, it was not reasonably practicable for the employee to comply; or

- (cc) by the employee submitting the application as soon as reasonably practicable before, on or after the first day of the leave.

(f) Transfer to a Safe Job

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

If the transfer to a safe job is not practicable, the employer may, or the employer may require the worker 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 paragraphs (j), (k), (l) and (m) hereof.

(g) Variation of Period of Maternity Leave

- (i) Provided the maximum period of maternity leave does not exceed the period to which the employee is entitled under paragraph (c) hereof,
 - (aa) the period of maternity leave 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;
 - (bb) The period may be further lengthened by agreement between the employee and the employer.
- (ii) The period of maternity 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.

(h) Cancellation of Maternity Leave

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

(i) Special Maternity Leave and Sick Leave

- (i) 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 -
 - (aa) 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
 - (bb) 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.
- (ii) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered 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 paragraph (c) hereof

- (iii) For the purposes of paragraph (j), (k) and (l) hereof, maternity leave shall include special maternity leave.
- (iv) An employee returning to work after the completion of a period of leave taken pursuant to this paragraph shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to paragraph (f), hereof to the position she held immediately before such transfer.

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

(j) Maternity Leave and Other Leave Entitlements

- (i) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph (c) hereof, an employee may in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is entitled.
- (ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during her absence on maternity leave.

(k) Effect of Maternity Leave on Employment

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

(l) Termination of Employment

- (i) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this award.
- (ii) The employer shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of the employer in relation to termination of employment are not hereby affected.

(m) Return to Work After Maternity Leave

- (i) An employee shall confirm her intention of returning to her work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.
- (ii) An employee upon returning to work after maternity leave or the expiration of the notice required by paragraph (i) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to paragraph (f) hereof, to the position which she held immediately before such transfer or in relation to an employee who has worked part time during the pregnancy the position she held immediately before commencing such part time work.

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

(n) Replacement Workers

- (i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.
- (ii) Before the 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.
- (iii) Before the employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this subclause, 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.
- (iv) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee or to continue to employ the replacement employee beyond the date of return of the employee.

(2) Paternity Leave

(a) Nature of Leave

Paternity leave is unpaid leave

(b) Definitions

For the purposes of this subclause

- (i) "Maternity leave" means leave of the type provided for in subclause (1) of this clause and includes special maternity leave whether prescribed in an award or otherwise.
- (ii) "Child" means a child of the employee or the employee's spouse under the age of one year.
- (iii) "Primary care-giver" means a person who assumes the principal role of providing care and attention to a child.

(c) Eligibility for Paternity Leave

A male employee upon production to the employer of the certification required by paragraph (f) hereof, shall be entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances:

- (i) An unbroken period of up to one week at the time of confinement of his spouse;
- (ii) A further unbroken period of up to 51 weeks in order to be the primary care-giver of a child provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the employees spouse in relation to the same child and shall not be taken concurrently with that maternity leave.

The employee must have had at least 12 months continuous service with the Employer immediately preceding the date upon which he proceeds upon either period of leave.

(d) Certification

At the time specified in paragraph (e) the employee must produce to the employer;

- (i) 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;
- (ii) in relation to any period to be taken under placitum (ii) of paragraph (c) hereof, a statutory declaration stating:
 - (aa) He will take that period of paternity leave to become the primary care-giver of a child;
 - (bb) particulars of any period of maternity leave sought or taken by his spouse; and
 - (cc) for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

(e) Notice Requirements

- (i) The employee shall, not less than ten weeks prior to each proposed period of 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 paragraph (d) hereof

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

- (aa) The birth occurring earlier than the expected date; or
 - (bb) the death of the mother of the child; or
 - (cc) other compelling circumstances.
- (iii) The employee shall immediately notify the employer of any change in the information provided pursuant to paragraph (d) hereof.

(f) Variation of Period of Paternity Leave

- (i) Provided the maximum period of paternity leave does not exceed the period to which the employee is entitled under paragraph (c) hereof
 - (aa) The period of paternity leave provided by placitum (ii) of paragraph (c) 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;
 - (bb) The period may be her lengthened by agreement between the employer and the employee.
- (ii) The period of paternity leave taken under placitum (ii) of paragraph (c) hereof 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.

(g) Cancellation of Paternity Leave

- (i) Paternity leave, applied for under placitum (ii) of paragraph (c) hereof but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

Paternity leave shall terminate within a reasonable period if the employee ceases to be the child's primary care giver.

(h) Paternity Leave and Other Leave Entitlements

- (i) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph (c) hereof, an employee may, in lieu of or in conjunction with paternity leave, take any annual leave or long service leave or any part thereof to which he is entitled.
- (ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during his absence on paternity leave.

(i) Effect of Paternity Leave on Employment

Subject to this subclause, notwithstanding any award or other provision to the contrary, absence on paternity 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.

(j) Termination of Employment

- (i) An employee on paternity leave may terminate his employment at any time during the period of leave by notice given in accordance with this Award.
- (ii) The employer shall not terminate the employment of an employee on the ground of his absence on paternity leave, but otherwise the rights of the employer in relation to termination of employment are not hereby affected.

(k) Return to Work After Paternity Leave

- (i) An employee shall confirm his 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 paternity leave provided by placitum (ii) of paragraph (c) hereof
- (ii) An employee, upon returning to work after paternity leave or the expiration of the notice required by placitum (i) above, shall be entitled to the position which he held immediately before proceeding on paternity leave or, in relation to an employee who has worked part time under this clause to the position he held immediately before commencing such part time work.

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

(1) Replacement Employees

- (i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on paternity leave.
- (ii) Before the 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.
- (iii) Before the employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his rights under this subclause, 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.
- (iv) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee or to continue to employ the replacement employee beyond the date of return of the employee.

(3) Adoption Leave

(a) Nature of Leave

Adoption leave is unpaid leave

(b) Definitions

For the purposes of this subclause

- (i) "Child" means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- (ii) "Relative Adoption" occurs where a child, as defined, is adopted by a grandparent, brother, sister, aunt or uncle (whether of whole blood or half blood or by marriage).
- (iii) "Primary care-giver" means a person who assumes the principal role of providing care and attention to a child.

(c) Eligibility

An employee, upon production to the employer of the certification required by paragraph (d) hereof, shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances:

- (i) An unbroken period of up to three weeks at the time of placement of the child;
- (ii) An unbroken period of up to 52 weeks from the time of the child's placement in order to be the primary care-giver of a child. This leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child. This entitlement of up to 52 weeks shall be reduced by:
 - (aa) Any period of leave taken pursuant to placitum (i) above; and
 - (bb) the aggregate of any periods of adoption leave taken or to be taken by the employees spouse;

The employee must have had at least 12 months continuous service with the employer immediately preceding the date upon which he or she proceeds on such leave in either case.
- (iii) The entitlement to adoption leave must not overlap with any periods of adoption leave taken by the employees spouse, except an unbroken period of up to three weeks at the time of placement of the child.

(d) Certification

Before taking adoption leave the employee must produce to the employer;

- (i) (aa) 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
- (bb) a statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.

- (ii) in relation to any period to be taken under placitum (ii) of paragraph (3) hereof, a statutory declaration stating:
 - (aa) The employee is seeking adoption leave to become the primary care-giver of the child
 - (bb) particulars of any period of adoption leave sought or taken by the employees spouse; and
 - (cc) for the period of adoption leave the employee will not engage in any conduct inconsistent with his or her contract of employment.

(e) Notice Requirements

- (i) 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.
- (ii) An employee who commences employment with the employer after 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 shall not be entitled to adoption leave unless the employee has not less than 12 months continuous service with the employer immediately preceding the date upon which he or she proceeds upon such leave.
- (iii) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but no 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 placitum (i) of paragraph (c) hereof
- (iv) An employee shall, ten weeks before the proposed date of commencing any leave to be taken under placitum (ii) of paragraph (c) hereof, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.
- (v) 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 placitum (iii) and (iv) 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.

(f) Variation of Period of Adoption Leave

- (i) Provided the maximum period of adoption leave does not exceed the period to which the employee is entitled under paragraph (c) hereof
 - (aa) The period of leave taken under placitum (ii) of paragraph (c) hereof 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;
 - (bb) The period may be further lengthened by agreement between the employer and the employee.
- (ii) The period of adoption leave taken under placitum (ii) of paragraph (c) hereof 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.

(g) Cancellation of Adoption Leave

- (i) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.
- (ii) Where 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 forthwith and the employer shall nominate a time not exceeding four weeks from receipt of notification for the employee's resumption of work.
- (iii) Adoption leave shall terminate within a reasonable period if the employee ceases to be the child's primary care giver.

(h) Special Leave

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 examinations 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.

(i) Adoption Leave and Other Entitlements

- (i) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph (3) hereof an employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part thereof to which he or she is entitled.
- (ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during the employee's absence on adoption leave.

(j) Effect of Adoption Leave on Employment

Subject to this subclause, irrespective of any award or other provision to the contrary, absence on adoption 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.

(k) Termination of Employment

- (i) An employee on adoption leave may terminate the employment at any time during the period of leave by notice given in accordance with this award.
- (ii) The employer shall not terminate the employment of an employee on the ground of the employee's application to adopt a child or absence on adoption leave, but otherwise the rights of the employer in relation to termination of employment are not hereby affected.

(l) Return to Work After Adoption Leave

- (i) 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 adoption leave provided by placitum (ii) of paragraph (c) hereof.
- (ii) An employee, upon returning to work after adoption leave shall be entitled to the position held immediately before proceeding on such leave or, in relation to an employee who has worked part time under this clause to the position held immediately before commencing such part time work.

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 employees former position.

(m) Replacement Employees

- (i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on adoption leave.
- (ii) Before the 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.
- (iii) Before the employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising rights under this subclause, 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.
- (iv) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee or to continue to employ the replacement employee beyond the date of return of the employee.

(4) Part Time Work

(a) Definitions

For the purpose of this subclause:

- (i) "Male employee" means an employed male who is caring 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.
- (iii) "Former position" means the position held by a female or male employee immediately before proceeding on leave or part time employment under this subclause whichever first occurs or, if such position no longer exists but there are other positions available for which the employee is qualified and the duties of which he or she is capable of performing a position as nearly comparable in status and pay to that of the position first mentioned in this definition.

(b) Entitlement

With the agreement of the employer:

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) 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.

(c) Return to Former Position

- (i) An employee who has had at least 12 months continuous service with the 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.
- (ii) Nothing in placitum (i) hereof shall prevent the employer from permitting the employee to return to his or her former position after a second or subsequent period of part time employment.

(d) Effect of Part time Employment on Continuous Service

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

(e) Pro Rata Entitlements

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

(f) Part time Work Agreement

- (i) Before commencing a period of part time employment under this subclause the employee and the employer shall agree:
 - (aa) That the employee may work part time; upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
 - (bb) Upon the classification applying to the work to be performed; and
 - (cc) Upon the period of part time employment.
- (ii) The terms of this agreement may be varied by consent.
- (iii) The terms of this agreement or any variation to it shall be reduced to 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.
- (iv) The terms of this agreement shall apply to the part time employment.

(g) Termination of Employment

- (i) 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.
- (ii) Any termination entitlements payable to an employee whose 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 service as a full time employment and all service as a part time employee on a pro-rata basis.

(h) Extension of Hours of Work

The 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 paragraph (f).

(i) Nature of Part Time Work

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.

(j) Inconsistent Award Provisions

An employee may work part time under this clause irrespective of 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 prescribing a minimum or maximum number of hours a part time employee may work.

(k) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee working part time under this subclause.

(ii) A replacement employee may be employed part time. Subject to this paragraph, paragraphs (e), (f), (g) and (j) of this subclause apply to the part time employment of a replacement employee.

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

(iv) Unbroken service as a replacement employee shall be treated as continuous service for the purposes of placitum (v) of paragraph (a) hereof

(v) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee or to continue to employ the replacement employee beyond the date of return of the employee.

APPENDIX - RESOLUTION OF DISPUTES REQUIREMENT

- (1) This Appendix is inserted into the award/industrial agreement as a result of legislation which came into effect on 16 January 1996 (Industrial Relations Legislation Amendment and Repeal Act 1995) and further varied by legislation which came into effect on 23 May 1997 (Labour Relations Legislation Amendment Act 1997).
- (2) Subject to this appendix, and in addition to any current arrangements the following procedures shall apply in connection with questions, disputes or difficulties arising under this award/industrial agreement.
 - (a) The persons directly involved, or representatives of person/s directly involved, shall discuss the question, dispute or difficulty as soon as is practicable.
 - (b)
 - (i) If these discussions do not result in a settlement, the question, dispute or difficulty shall be referred to senior management for further discussion.
 - (ii) Discussions at this level will take place as soon as practicable.
- (3) The terms of any agreed settlement should be jointly recorded.
- (4) Any settlement reached which is contrary to the terms of this award/industrial agreement shall not have effect unless and until that conflict is resolved to allow for it.
- (5) Nothing in this appendix shall be read so as to exclude an organisation party to or bound by the award/industrial agreement from representing its members.
- (6) Any question, dispute or difficulty not settled may be referred to the Western Australian Industrial Relations Commission provided that with effect from 22 November 1997 it is required that persons involved in the question, dispute or difficulty shall confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Commission..

SCHEDULE "A" RESPONDENTS

Samson & Son, Lionel
31 Cliff Street,
FREMANTLE WA 6160

Como Liquor Store
296 Canning Highway,
COMO WA 6152

Balcatta Liquor Store
426 Main Street
BALCATTWA 6021

Wine Mine Pty. Ltd
Wine Merchants
28 Thompson Road
NORTH FREMANTLE WA 6159

Liquorland
State Office
Cnr Bannister Road & Nicholson Road
CANNINGVALE WA 6155

Houghton Wine Company
Dale Road
MIDDLE SWAN WA 6056

Wine Mine Wholesalers
28 Thompson Road
NORTH FREMANTLE WA 6159

Asquith Cellars
31 Asquith Street
MOUNT CLAREMONT WA 6010

Broadway Liquor Store
Broadway Fair Shopping Centre
NEDLANDS WA 6009

Carlisle Wine Bin
2 Wright Street
KEWDALE WA 6105

Carrington Liquor Store
60 Carrington Street
PALMYRA WA 6157

Cockburn Food and Liquor Store
333 Rockingham Road
SPEARWOOD WA 6163

Kambalda Liquor Store
Town Square
KAMBALDA WA 6442

Park Cellars
42 Park Road
KALGOORLIE WA 6430

Seagram Australia Pty Ltd
5 Kingscote Street
KEWDALE WA 6105

Beaucott Liquor Store
654 Beaufort Street
MOUNT LAWLEY WA 6050

Southcorp Wines Pty Ltd
307 Collier Road
BASSENDEAN WA 6054

Smith S. & Son (WA) Pty Ltd
Yalumba Wine Cellars
114 Radium Street
WELSHPOOL WA 6106

SCHEDULE B - UNION PARTY

The Union party to this award is The Shop, Distributive and Allied Employees' Association of Western Australia, 3rd Floor Rear, 22 St George's Terrace, Perth WA 6000.

APPENDIX - S.49B - INSPECTION OF RECORDS REQUIREMENTS

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

Dated at Perth this 6th day of April, 1979.

VARIATION RECORD

<u>LICENSED ESTABLISHMENTS (RETAIL AND WHOLESALE) AWARD 1979</u>				
<u>No R23 of 1977</u>				
Delivered 06/04/79 at 59 WAIG 573				
Consolidated at 74 WAIG 721				
CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
1. Title				
(1A. State Wage Principles)				
	Ins. Cl.	1752/91	31/01/92	72 WAIG 191
	Cl. & Title	1457/93	24/12/93	74 WAIG 198
(1A. State Wage Principles December 1993)				
	Cl. & Title	985/94	30/12/94	75 WAIG 23
(1A. Statement of Principles December 1994)				
	Cl. & Title	1164/95	21/03/96	76 WAIG 911
(1A. Statement of Principles - August 1996)				
	Cl & Title	940/97	14/11/97	77 WAIG 3177
(1A. Statement of Principles - November 1997)				
	Cl. & Title	757/98	12/06/98	78 WAIG 2579
(1A. Statement of Principles - June, 1998)				
	Del. Cl. & Title	609/99	06/07/99	79 WAIG 1847

1B. Minimum Adult Award Wage				
	Ins. 1B	940/97	14/11/97	77 WAIG 3177
	(2) - (3), & (5) rates & text	609/99	01/08/99	79 WAIG 1847
	Cl.	654/00	01/08/00	80 WAIG 3379
	Cl.	752/01	01/08/01	81 WAIG 1721
	Cl.	797/02	01/08/02	82 WAIG 1369
	Cl.	569/03	5/06/03	83 WAIG 1899 & 2382
	(9)	1197/03	1/11/03	83 WAIG 3537
	Cl.	570/04	4/06/04	84 WAIG 1521
	Cl.	576/05	07/07/05	85 WAIG 2083, 2597
	Cl.	957/05	07/07/06	86 WAIG 1631 & 2127
	Cl.	1/07	01/07/07	87 WAIG 1487 & 2018
	Cl.	115/07	01/07/08	88 WAIG 773 & 1249
	Cl.	1/09	01/10/09	89 WAIG 735 & 1675
	Cl.	2/10	01/07/10	90 WAIG 568 & 1118
	Cl.	2/11	01/07/11	91 WAIG 1008 & 1520
	Cl.	2/12	01/07/12	92 WAIG 1281
	Cl.	1/13	01/07/13	93 WAIG 950
	Cl.	1/14	01/07/14	94 WAIG 1171
	Cl.	1/15	01/07/15	95 WAIG 1148
	Cl.	1/16	01/07/16	96 WAIG 994
	Cl.	1/17	01/07/17	97 WAIG 1059
	Cl.	1/18	01/07/18	98 WAIG 263 & 776
	Cl.	1/19	01/07/19	99 WAIG 509 & 1097

	Cl.	1/20	01/01/21	100 WAIG 882
	Cl.	1/21	01/07/21	101 WAIG 884
2. Arrangement				
	Ins. 38 - 39	310/87	16/9/87	67 WAIG 1783
	Ins. 2A	1088/88	12/10/88	68 WAIG 3048
	Del. 2A	1940/89	8/9/89	69 WAIG 2913
	Cl.	2445/89I	01/12/89	69 WAIG 3556
	Ins. 39	449/91	04/06/91	71 WAIG 1858
	Cl. C/O	449/91	04/06/91	71 WAIG 1951
	Ins. 1A	1752/91	31/01/92	72 WAIG 191
	Ins. 39.	666/92	02/07/92	72 WAIG 1614
	Ins. Sch. B	348/93	31/05/93	73 WAIG 1836
	1A. Title	1457/93	24/12/93	74 WAIG 198
	1A. Title	985/94	30/12/94	75 WAIG 23
	Ins. 39.	353 & 499/95	28/06/95	75 WAIG 2179
	Ins 39A - 39B	1114/95	23/10/95	75 WAIG 3285
	1A. Title	1164/95	21/03/96	76 WAIG 911
	Ins. App – Res	693/96	16/07/96	76 WAIG 2768
	Ins. App – s.49B	694/96	16/07/96	76 WAIG 2789
	1A. Title	915/96	7/08/96	76 WAIG 3368
	41. Title	1171/96	21/10/96	76 WAIG 4687
	29 - 30, 35 inc Titles. Ins. 42 & App 1Title	1799/96	27/02/97	77 WAIG 768
	1A	940/97	14/11/97	77 WAIG 3177

	Ins. 1B	940/97	14/11/97	77 WAIG 3177
	1A. Title	757/98	12/06/98	78 WAIG 2579
	Del. 1A	609/99	06/07/99	79 WAIG 1847
(2A. State Wage Principles – September 1988)				
	Ins. 2A	1088/88	12/10/88	68 WAIG 3048
	Del. Cl.	1940/89	8/9/89	69 WAIG 2913
2A. No Extra Claims				
	Ins. Cl.	2445/89I	01/12/89	69 WAIG 3556
	Cl.	1101(1)/91	01/10/91	71 WAIG 2571
3. Scope				
4. Area				
5. Term				
6. Definitions				
	(6)(a).Ins. (6)(c)	131/85	1/3/86	66 WAIG 229
	(1);(2)	310/87	16/9/87	67 WAIG 1783
	(6)(a); Ins. (7)(c)	573/87I	04/04/90	70 WAIG 1487
	(7)(a)(ii),(7)(b)(i) figs.	770/90(R2)	19/11/90	70 WAIG 4399
	(9)	1799/96	27/02/97	77 WAIG 768

7. Hours				
	Pt I(1) - (2); Pt II (1)	131/85	1/3/86	66 WAIG 229
	Pt I: (1)(g)-(i). Ins.(k); (2)(a)(b)	573/87I	04/04/90	70 WAIG 1487
	C/O Del (5) renum. (6) - (8)	573/87	20/04/90	70 WAIG 1949
8. Part-Time Workers (Retail Establishments)				
	(3)	131/85	1/3/86	66 WAIG 229
	Del. (2).Renum. (2) - (5)	573/87I	04/04/90	70 WAIG 1487
	Pt I (1) text	770/90(R2)	19/11/90	70 WAIG 4399
9. Overtime				
	(1)	131/85	1/3/86	66 WAIG 229
	Pt I (4)(b);Pt II (3)(b)(ii). Ins. Pt III	770/90(R2)	19/11/90	70 WAIG 4399
10. Meal Times and Meal Allowance				
	Pt I (2) amt; Pt II (2) amt	1024/84	20/3/85	66 WAIG 1050
	Pt I (3) amts; Pt II (3) amts	310/87	16/9/87	67 WAIG 1783
	Pt I (2) - (3); Pt II (3) - (4)	2445/89I	01/12/89	69 WAIG 3556
	Pt I (1);Pt II (1)	573/87I	04/04/90	70 WAIG 1487
	Pt I (2);Pt II (3) amts	770/90(R2)	19/11/90	70 WAIG 4399
	Pt I (2), Pt II (3) amts.	1101(1)/91	01/10/91	71 WAIG 2571
	Pt I (2), Pt II (3) amts.	1466/99	26/11/99	79 WAIG 3702
	Pt I (2), Pt II (3) amts.	1610/01	10/01/02	82 WAIG 284

	Pt 1 (2), Pt II (3) amts	1534/02	12/12/02	83 WAIG 138
	Pt I (2), Pt II (3) amts	1014/03	9/10/03	83 WAIG 3632
	Pt 1 (2), Pt II (3) amts	84/07	18/10/07	87 WAIG 2916
	Pt 1 (2), Pt II (3) amts	99/08	6/11/08	88 WAIG 2126
	Pt 1 (2), Pt II (3) amts	6A/10	14/05/10	90 WAIG 517
	Pt 1 (2), Pt II (3) amts	53/11	14/11/11	91 WAIG 2330
	Pt I (2), Pt II (3)	58/12	06/11/12	92 WAIG 1975
11. Holidays				
12. Annual Leave				
	(4)(a)	131/85	1/3/86	66 AIG 229
	(1) - (4)	1799/96	27/02/97	77 WAIG 768
13. Sick Leave				
	(1)(a)	131/85	1/3/86	66 WAIG 229
	(1);(3) - (4)	1799/96	27/02/97	77 WAIG 768
14. Change Rooms				
15. Higher Duties				
(16. Proportion of Junior Workers)				
	Cl.	573/87I	04/04/90	70 WAIG 1487

	Del. Cl. & Title	770/90(R2)	19/11/90	70 WAIG 4399
(17. Junior Workers Certificate)				
	Renum. Cl.	770/90(R2)	19/11/90	70 WAIG 4399
16. Junior Workers Certificate				
(18. Board of Reference)				
	Renum. Cl.	770/90(R2)	19/11/90	70 WAIG 4399
17. Board of Reference				
(19. Right of Entry)				
	Renum. Cl.	770/90(R2)	19/11/90	70 WAIG 4399
18. Right of Entry				
	Ins. Preamble	2053/1/97	22/11/97	77 WAIG 3138
(20. Uniforms and Protective Clothing)				
	Cl.	310/87	16/9/87	67 WAIG 1783
	Renum. Cl.	770/90(R2)	19/11/90	70 WAIG 4399
19. Uniforms and Protective Clothing				
(21. Time and Wages Record and Roster)				
	(3)(b)	310/87	16/9/87	67 WAIG 1783
	Renum. Cl.	770/90(R2)	19/11/90	70 WAIG 4399
20. Time and Wages Record and Rosters				

	(1)(g)	1799/96	27/02/97	77 WAIG 768
	(3)(d) Ins text.	491/98	16/04/98	78 WAIG 1471
(22. Wages)				
	Pt I (d)(iii). Ins. (e) - (h); Pt II (d). Ins. (e) - (h); Pt IV (2) - (3)	310/87	16/9/87	67 WAIG 1783
	Pt I (1)(a) - (h) Pt II (1)(a) - (h)	1088/88	12/10/88	68 WAIG 3048
	Pt I (1)(a) - (h) Pt II (1)(a) - (h). Pt IV (2)(a) - (b); (3)(a)(i) - (iii) amts.	2445/89I	01/12/89	69 WAIG 3556
	Pt I - Pt II	573/87I	04/04/90	70 WAIG 1487
	C/O Del (1). Renum. (2) - (3)	573/87	20/04/90	70 WAIG 1949
	Renum. Cl.	770/90(R2)	19/11/90	70 WAIG 4399
21. Wages				
	Pt I – II. Pt IV (1)(a)			
	(b),(2)(a)(i) - (iii) amts.	770/90(R2)	19/11/90	70 WAIG 4399
	Pt I - II	820/91	19/08/91	71 WAIG 2119
	Corr. Order	820/91	19/08/91	71 WAIG 2203
	Pt I - Pt II; Part IV (1)(a) - (b) & (2)(a)(i)-(iii) rates	1101(1)/91	01/10/91	71 WAIG 2571
	Pt I (1) & II (1) amts	43/92	25/02/92	72 WAIG 549
	Pt I - II	1102/92	12/10/92	72 WAIG 2576
	Pt I (1); Pt II (1)	223/94	21/03/94	74 WAIG 1286

	Pt I - II	353 & 499/95	28/06/95	75 WAIG 2179
	Pt I - II	478/96	28/06/96	76 WAIG 2433
	Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
	Pt I (1)(a) - (h) rates, Pt II (1)(a) - (h) rates & ins. text.	609/99	01/08/99	79 WAIG 1847
	Pt I - Pt II & Pt IV	1466/99	26/11/99	79 WAIG 3702
	Cl.	654/00	01/08/00	80 WAIG 3379
	Cl.	752/01	01/08/01	81 WAIG 1721
	Pt IV (1)(a) - (b) & (2)(a)(i) - (iii) rates	1610/01	10/01/02	82 WAIG 284
	Pt 1 (1) & Pt 11 (1)	797/02	01/08/02	82 WAIG 1369
	Pt IV (1)(a) - (c) & (2)(a) - (b)	1534/02	12/12/02	83 WAIG 138
	Cl.	569/03	5/06/03	83 WAIG 1899 & 2382
	Pt IV (1)(a) - (c) & (2)(a) - (b)	1014/03	9/10/03	83 WAIG 3632
	Cl.	570/04	4/06/04	84 WAIG 1521 & 1872
	Cl.	576/05	07/07/05	85 WAIG 2083, 2597
	Cl.	957/05	07/07/06	86 WAIG 1631 & 2127
	Cl.	1/07	01/07/07	87 WAIG 1487 & 2018
	Part IV	84/07	18/10/07	87 WAIG 2916
	Cl.	115/07	01/07/08	88 WAIG 773 & 1249
	Pt IV	99/08	6/11/08	88 WAIG 2126
	Cl.	1/09	01/10/09	89 WAIG 735 & 1675
	Pt IV	6A/10	14/05/10	90 WAIG 517
	Cl.	2/10	01/07/10	90 WAIG 568 & 1118
	Cl.	2/11	01/07/11	91 WAIG 1008 & 1520

	Pt IV (1)(a) - (c) & (2)(a) - (b)	53/11	14/11/11	91 WAIG 2330
	Cl.	2/12	01/07/12	92 WAIG 1281
	Pt IV (1)(a) - (c) & (2)(a) - (b)	58/12	06/11/12	92 WAIG 1975
	Cl.	1/13	01/07/13	93 WAIG 950
	Cl.	1/14	01/07/14	94 WAIG 1171
	Cl.	1/15	01/07/15	95 WAIG 1148
	Cl.	1/16	01/07/16	96 WAIG 994
	Cl.	1/17	01/07/17	97 WAIG 1059
	Cl.	1/18	01/07/18	98 WAIG 263 & 776
	Cl.	1/19	01/07/19	99 WAIG 509 & 1097
	Cl.	1/20	01/01/21	100 WAIG 882
	Cl.	1/21	01/07/21	101 WAIG 884
(23. Motor Vehicle Allowance)				
	Renum. Cl.	770/90(R2)	19/11/90	70 WAIG 4399
22. Motor Vehicle Allowance				
	Table	1102/92	12/10/92	72 WAIG 2576
	Cl.	1466/99	26/11/99	79 WAIG 3702
	Cl.	1534/02	12/12/02	83 WAIG 138
	Cl.	84/07	18/10/07	87 WAIG 2916
	Cl.	99/08	6/11/08	88 WAIG 2126
	Cl.	6B/10	12/08/10	90 WAIG 1424
(24. Preference of Employment)				

	Renum. Cl.	770/90(R2)	19/11/90	70 WAIG 4399
23. Preference of Employment				
(25. Other Provisions)				
	Cl.	310/87	16/9/87	67 WAIG 1783
	Renum. Cl.	770/90(R2)	19/11/90	70 WAIG 4399
24. Other Provisions				
	(1)	1799/96	27/02/97	77 WAIG 768
(26. Country Work and Travelling Time)				
	Renum. Cl.	770/90(R2)	19/11/90	70 WAIG 4399
25. Country Work and Travelling Time				
(27. Long Service Leave)				
	Renum. Cl.	770/90(R2)	19/11/90	70 WAIG 4399
26. Long Service Leave				
(28. Payment of Wages)				
	Cl.	131/85	1/3/86	66 WAIG 229
	Renum. Cl.	770/90(R2)	19/11/90	70 WAIG 4399
27. Payment of Wages				

(29. Posting of Award)				
	Renum. Cl.	770/90(R2)	19/11/90	70 WAIG 4399
28. Posting of Award				
(30. Compassionate Leave)				
	Renum. Cl.	770/90(R2)	19/11/90	70 WAIG 4399
(29. Compassionate Leave)				
	Title, (1) - (2). Del (3)	1799/96	27/02/97	77 WAIG 768
29. Bereavement Leave				
(31. Engagement)				
	Renum. Cl.	770/90(R2)	19/11/90	70 WAIG 4399
(30. Engagement)				
	Ins. (4)	1101(1)/91	01/10/91	71 WAIG 2571
	Cl. & Title	1799/96	27/02/97	77 WAIG 768
30. Contract of Employment and Termination				
(32. Location Allowances)				
	Cl.	409/86	1/7/86	66 WAIG 1149
	CL.	603/87	1/7/87	67 WAIG 1094
	Cl.	1353/87	1/1/88	68 WAIG 996
	Cl.	517/88	1/7/88	68 WAIG 1686
	(1), (13)	834/89	01/07/89	69 WAIG 3217
	Cl.	778/90 &		

		1065/90	1/7/90	70 WAIG 2995
	Renum. Cl.	770/90(R2)	19/11/90	70 WAIG 4399
31. Location Allowances				
	(1)	1049/91	01/07/91	71 WAIG 2753
	Cl.	851/92	01/07/92	72 WAIG 2498
	Cl.	943/93	01/07/93	73 WAIG 1989
	Cl.	714/94	01/07/94	74 WAIG 1869
	Cl.	641/95	01/07/95	75 WAIG 2125
	Cl.	911/96	01/07/96	76 WAIG 3365
	Cl.	975/98	01/07/98	78 WAIG 2999
	Cl.	690/99	01/07/99	79 WAIG 1843
	Cl.	1050/00	01/08/00	80 WAIG 3153
	Cl.	718/01	01/08/01	81 WAIG 1559
	Cl.	686/02	01/07/02	82 WAIG 1185
	Cl.	570/03	01/07/03	83 WAIG 1657
	Cl.	696/04	01/07/04	84 WAIG 2145
	Cl.	458/05	01/07/05	85 WAIG 1893
	Cl.	59/06	01/07/06	86 WAIG 1471
	Cl.	53/07	01/07/07	87 WAIG 2435
	Cl.	9/08	01/07/08	88 WAIG 689
	Cl.	24/09	01/07/09	89 WAIG 729
	Corr. Ord Sch. B (7)(a)(i) - (ii)	24/09	01/07/09	89 WAIG 2483
	Cl.	117/10	01/07/10	90 WAIG 561

	Cl.	24/11	01/07/11	91 WAIG 995
	Cl.	6/12	01/07/12	92 WAIG 725
	Cl.	7/13	01/07/13	93 WAIG 461
	Cl.	11/14	01/07/14	94 WAIG 669
	Cl.	118/15	01/07/15	95 WAIG 700
	Cl.	15/16	01/07/16	96 WAIG 631
	Cl.	20/17	01/07/17	97 WAIG 585
	Cl.	20/18	01/07/18	98 WAIG 415
	Cl	24/19	01/07/19	99 WAIG 615
	Cl.	10/20	01/07/20	100 WAIG 443
	Cl.	2/21	01/07/21	101 WAIG 455
(33. Saturday Work (Retail Establishments))				
	Ins (4)	573/87(R)	04/04/90	70 WAIG 1487
	Renum. Cl.	770/90(R2)	19/11/90	70 WAIG 4399
	Cl.	1400/97	01/07/97	77 WAIG 2547
32. Saturday Work (Retail Establishments)				
	(2) & (4)	770/90(R2)	19/11/90	70 WAIG 4399
	(3)	820/91	19/08/91	71 WAIG 2119
	Corr. Order	820/91	19/08/91	71 WAIG 2203
	(4)(a) - (b)	1101(1)/91	01/10/91	71 WAIG 2571

(34. Breakdowns (Wholesale Establishments))				
	Renum. Cl.	770/90(R2)	19/11/90	70 WAIG 4399
33. Breakdowns (Wholesale Establishments)				
(35. Shift Work)				
	Ins. (10)	310/87	16/9/87	67 WAIG 1783
	Renum. Cl.	770/90(R2)	19/11/90	70 WAIG 4399
34. Shift Work				
(36. Maternity Leave)				
	Renum. Cl.	770/90(R2)	19/11/90	70 WAIG 4399
(35. Maternity Leave)				
	Cl. & Title	1799/96	27/02/97	77 WAIG 768
35. Parental Leave				
(37. Junior Employees)				
	Ins. Cl.	69/85	13/8/85	65 WAIG 1810
	Del. Cl. & Title		16/12/87	68 WAIG 385
(Clause 38. Union Notice Board)				
	Ins. Cl.	310/87	16/9/87	67 WAIG 1783
*NB word "clause" was included as part of the title when Cl. was ins therefore Union would need to apply to have corr.				
	Renum. Cl. (G.O.)		16/12/87	68 WAIG 385
(Clause 38. Union Notice Board)				
	Renum. Cl.	770/90(R2)	19/11/90	70 WAIG 4399

Clause 36. Union Notice Board				
(Clause 39. Introduction of Change)				
	Ins. Cl.	310/87	16/9/87	67 WAIG 1783
*NB word "clause" was included as part of the title when Cl. was ins therefore Union would need to apply to have corr.				
	Renum. Cl.(G.O.)		16/12/87	68 WAIG 385
(Clause 38. Introduction of Change)				
	Renum. Cl.	770/90(R2)	19/11/90	70 WAIG 4399
Clause 37. Introduction of Change				
(39. Superannuation)				
	Ins. Cl.	449/91	04/06/91	71 WAIG 1858
	Corr Ord required			
	Title C/O	449/91	04/06/91	71 WAIG 1951
38. Superannuation				
	Ins. Preamb; (2); Del (4) - (7)			
	Ins (4) - (5). Renumb (8) - (9)			
	(6) - (7); Del (10) - (11)	1799/96	27/02/97	77 WAIG 768
(39. Traineeships)				
	Ins. Cl.	666/92	02/07/92	72 WAIG 1614
	Cl. Title	1114/95	23/10/95	75 WAIG 3285
39A. Australian Traineeship System				

39B. Traineeships				
	Ins Cl.	1114/95	23/10/95	75 WAIG 3285
	(7)	89/96	21/03/96	76 WAIG 1144
	Pt I (1)(a) - (h) rates, Pt II (1)(a) - (h) rates & ins. text.	609/99	01/08/99	79 WAIG 1847
	Cl.	654/00	01/08/00	80 WAIG 3379
	Cl.	752/01	01/08/01	81 WAIG 1721
	Cl. Corr.	752/01	01/08/01	83 WAIG 1863
	Cl.	569/03	5/06/03	83 WAIG 1899 & 2382
	Cl.	576/05	07/07/05	85 WAIG 2083, 2597
	Cl.	957/05	07/07/06	86 WAIG 1631 & 2127
	Cl.	1/07	01/07/07	87 WAIG 1487 & 2018
	Cl.	115/07	01/07/08	88 WAIG 773 & 1249
	Cl.	1/09	01/10/09	89 WAIG 735 & 1675
	Cl.	2/10	01/07/10	90 WAIG 568 & 1118
	Cl.	2/11	01/07/11	91 WAIG 1008 & 1520
	Cl.	2/12	01/07/12	92 WAIG 1281
	Cl.	1/13	01/07/13	93 WAIG 950
40. Enterprise Level Award Change Procedure				
	Ins. Cl.	353 & 499/95	28/06/95	75 WAIG 2179
41. Supported Wages Employees				

	Ins. Cl.	1171/96	21/10/96	76 WAIG 4687
42. Redundancy				
	Ins. Cl.	1799/96	27/02/97	77 WAIG 768
Appendix 1. - Parental Leave Entitlements				
	Ins. Cl.	1799/96	27/02/97	77 WAIG 768
Appendix - Resolution of Disputes Requirement				
	Ins. App	693/96	16/07/96	76 WAIG 2768
	(1),(6), Del. (7)	2053/97	22/11/97	77 WAIG 3079
Schedule "A" Respondents				
	Ins. Sch	1534/02	12/12/02	83 WAIG 138
Schedule B - Union Party				
	Ins. Sch.	348/93	31/05/93	73 WAIG 1836
Appendix - S.49B - Inspection of Records Requirements				
	Ins. App	694/96	16/07/96	76 WAIG 2789
	(1) ins. text	2053/97	22/11/97	77 WAIG 3138
	App.	491/98	16/04/98	78 WAIG 1471