

**CLERKS' (WHOLESALE AND RETAIL
ESTABLISHMENTS) AWARD
INDUSTRIAL AGREEMENT**

No. AG 33 of 1987

CLERICAL INDUSTRIAL AGREEMENT

MEMORANDUM OF TERMS OF AGREEMENT

Subject to the provisions of the Industrial Relations Act 1979 the parties hereto agree to the terms and conditions set out herein.

INDUSTRIAL TRAINEESHIPS AGREEMENT

This agreement is made pursuant to Section 41 of the Western Australian Industrial Relations Act 1979 and is an Agreement made between the Federated Clerks' Union of Australia, Industrial Union of Workers, W.A. Branch (the Union) on the one part and the employers named in Schedule A attached hereto on the other part, witnesseth that hereto mutually covenant and agree the one with the other as follows:

1. - TITLE

This Agreement shall be known as the Clerks' (Wholesale and Retail Establishments) Award Industrial Agreement.

2. - ARRANGEMENT

1. Title
2. Arrangement
3. Objects
4. Scope
5. Area of Operation
6. Terms of Agreement
7. Definitions
8. Cancellation of Training
9. Hours of Attendance
10. Conditions of Training
11. General Conditions
12. Dispute Settlement
13. Signatories

Schedule A

3. - OBJECTS

- (1) The object of this agreement is to provide the form and substance of the conditions of employment, including rates of pay, applicable to clerical trainees in Western Australia employed under Australian Traineeships Scheme (ATS) and who, but for being a trainee under that scheme would be covered by an award to which the union is a party.
- (2) This agreement shall not be used by any party as a precedent in any proceedings before Industrial Tribunals.

4. - SCOPE

This agreement shall apply to any clerical trainee employed in any of the callings covered by the Clerks' (Wholesale & Retail Establishments) Award employed in the industry of the employers named in Schedule A of this agreement.

5. - AREA OF OPERATION

This agreement shall operate throughout the State of Western Australia.

6. - TERMS OF AGREEMENT

This agreement shall operate from the 22nd July, 1987, for a period of six months. Provided that where the agreement is terminated in accordance with Section 43 of the Industrial Relations Act 1979 such termination shall not prejudice any training agreements or employment contracts between the trainees and the employers which were entered into during the currency of this agreement.

7. - DEFINITIONS

"Training or Trainee Agreement" is an agreement for training made pursuant to Section 37D of the Western Australian Industrial Training Act 1975. Such agreement shall be approved by the State Management Committee (SMC) for traineeships and registered under the Industrial Training Act 1975.

"Clerical Trainee" shall be a person who has entered into an agreement for training in any of the callings covered by the award named in Clause 4 of this agreement who at the time of entering into a training agreement is under 20 years of age.

"Relevant Award or Agreement" shall mean the award or agreement named in Clause 4 of this agreement.

"Australian Traineeship System (ATS)" shall mean the traineeship system set up under the Industrial Training Act 1975 as a result of the report of the Commonwealth Committee of Enquiry into labour market programmes (Kirby Report) in response to recommendation 18 of that report.

The "ordinary rate of wage" for all purposes shall be the weekly wage set out in Clause 10. - Conditions of Training subclause (4).

8. - CANCELLATION OF TRAINING

A traineeship may be cancelled -

- (1) by mutual consent
- (2) by either the employer or the trainee giving two weeks' notice on either side, or by the payment or forfeiture as the case may be, of two weeks' wages in lieu of notice. This does not affect the right to dismiss for misconduct and in such a case wages shall be paid up to the time of dismissal only.

9. - HOURS OF ATTENDANCE

Trainees shall observe the ordinary hours of attendance per week maintained by employees at the work place where the training is being conducted.

10. - CONDITIONS OF TRAINING

- (1) The employer shall ensure that the trainee is permitted to attend the prescribed off-the-job training course and is provided with the prescribed on-the-job training approved by the appropriate State Training Authority in consultation with the Union.
- (2) The trainee shall be engaged for a minimum of twelve months as a full time temporary employee, provided that a trainee shall be subject to a probation period of one month.
- (3) Time spent on off-the-job training shall be allowed without loss of continuity of employment.
- (4) Wages - For the purpose of achieving stability of income for the trainee, the employer shall pay a weekly wage calculated on the following basis -

$$\frac{X \times 39}{52}$$

where X equals the appropriate junior rate under the relevant award and 39 represents the actual weeks spent on the job in the 12 month period.

Provided that the weekly wage rate payable to a trainee shall not be less than the minimum weekly rate set or recognised by the Australian Traineeship System.

- (5) Overtime - Trainees shall not be required to work overtime unless in a particular establishment the working of some overtime is necessary for the training to be provided on particular work which can only be undertaken during overtime hours.
- (6) (a) Where the employment of a trainee by an employer is continued after completion of the traineeship period the service during the traineeship period shall be counted as service for the purpose of the award. The service shall also be credited to any company based medical scheme and other schemes with minimum service criteria.
- (b) Should an employee resume employment with an employer within a period of three months from the end of the period of traineeship such employment shall be deemed to be continuous for the purpose of paragraph (a) of this subclause.
- (7) The provision of the relevant workers' compensation and occupational health and safety legislation shall apply to trainees.
- (8) Where possible, traineeship positions shall be additional to normal staff numbers. Existing full-time employees shall not be displaced by trainees.
- (9) The Union shall be afforded reasonable access to trainees during work time for the purposes of explaining the role and functions of the Union.
- (10) Trainees whose service is terminated at the completion of the traineeship shall be paid annual leave entitlements plus 17 1/2% loading calculated on the ordinary rate of wage set by subclause (4) of this clause.

- (11) On the completion of the traineeship the State Training Authority shall provide each successful trainee with a certificate under the Industrial Training Act.

11. - GENERAL CONDITIONS

- (1) The conditions of employment for clerical trainees shall, unless prescribed otherwise by this agreement, be the conditions of employment laid down by the relevant award or agreement which would but for this agreement otherwise cover such employees. Provided that such trainees shall not be included in any calculation of a ratio of junior to senior employees, where the relevant award or agreement prescribes such a ratio.
- (2) The normal customs and practice of the employer shall apply except where it is contrary to this agreement.

12. - DISPUTES SETTLEMENT

- (1) Should any dispute arise as to the operation of this agreement and the parties are unable to resolve that dispute by amicable negotiation the parties shall refer such dispute to the Industrial Relations Commission for -
 - (a) conciliation in the first instance and failing that
 - (b) for arbitration.
- (2) Should any dispute arise as to the operation of a "training" agreement such dispute shall be resolved through the settlement mechanisms presented by the Industrial Training Act 1975.

13. - SIGNATORIESSignatories

Signed for and on behalf of the
Federated Clerks' Union of
Australia Industrial Union of
Workers, W.A. Branch

W.J.G. SMITH

In the presence of

B. BOWERS

Signed on behalf of Esab Australia
Pty Ltd

J. GOREHAM

In the presence of

U. ODDIE

Signed on behalf of Provincial
Publications of W.A.

M. DENNESS

In the presence of

S. MAHER

Signed on behalf of Stirling
Engineering Supplies

J. JOHNSON

In the presence of

D. BELL

Signed on behalf of Rural Traders
Co-Operative (W.A.) Ltd

P. GRIFFITHS

In the presence of

S. MAHER

Signed on behalf of J.H. Computer
Services Pty Ltd

J. CLAY

In the presence of

S. MAHER

Signed on behalf of Westair Pty Ltd

V. GOSS

In the presence of

B. DORNEY

SCHEDULE A

Esab Australia Pty Ltd
12 Port Kembla Drive
BIBRA LAKE W.A. 6163

Provincial Publications of W.A.
P.O. Box 353
CANNINGTON W.A. 6107

Stirling Engineering Supplies
30 Collingwood Street
OSBORNE PARK W.A. 6100

Rural Traders Co-Operative (W.A.)
8 Oswald Street
VICTORIA PARK W.A. 6100

J.H. Computer Services
4/23 Richardson Street
SOUTH PERTH W.A. 6151

Westair Pty Ltd
13 Macadam Place
BALCATT A W.A. 6021

VARIATION RECORD

**CLERKS' (WHOLESALE AND RETAIL ESTABLISHMENTS)
AWARD INDUSTRIAL AGREEMENT.
NO AG 33 of 1987**

Delivered 24/12/1987 at 68 WAIG 699
Consolidated at

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 March 1996)	Cl & Title	915/96	7/08/96	76 WAIG3368
(1A. Statement of Principles - August 1996)	Cl & Title	940/97	14/11/97	77 WAIG3177
(1A. Statement of Principles - November 1997)	Cl. & Title	757/98	12/06/98	unreported757
1A. Statement of Principles - June, 1998	Del. Cl. & Title	609/99	06/07/99	79 WAIG 1843
2. Arrangement				
	Ins. 1A	1752/91	31/01/92	72 WAIG 191
	1A. Title	1457/93	24/12/93	74 WAIG 198
	1A. Title	985/94	30/12/94	75 WAIG 23
	1A. Title	1164/95	21/03/96	76 WAIG 911
	1A. Title	915/96	7/08/96	76 WAIG3368
	1A	940/97	14/11/97	77 WAIG3177
	1A. Title	757/98	12/06/98	unreported757
	Del. 1A	609/99	06/07/99	79 WAIG 1843
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Schedule A