Animal Welfare Industry Award

1. - TITLE

This award shall be known as the Animal Welfare Industry Award.

2. - ARRANGEMENT

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3. - AREA AND SCOPE

This award shall apply throughout the state of Western Australia to all employees employed in any classification referred to in clause 18 – Rates of Pay in the veterinary industries of animal welfare, animal care, animal breeding or animal homes and to all employers employing such employees.

4. - TERM

The term of this award shall be for a period of six months.

5. - CONTRACT OF SERVICE

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

(2) Notice of Termination by Employer

(a) The employment of any employee (other than a casual employee, who shall be engaged by the hour) may be terminated by the following notice period, provided that an employee has not been dismissed on the grounds of serious misconduct in which case shall only be paid up to the time of dismissal.

PERIOD OF CONTINUOUS SERVICE	PERIOD OF NOTICE
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

(b) An employee who at the time of being given notice is over 45 years of age and has completed two years' continuous service, shall be entitled to one week's additional notice.

(c) Payment in lieu of the notice prescribed in paragraphs (a) and (b) of this subclause shall be made if the appropriate notice period is not given or required to be worked. The employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(d) In calculating any payment in lieu of notice the employer shall pay the employee the ordinary wages for the period of notice had the employment not been terminated or payment in lieu of notice shall be calculated using the employee's weekly ordinary time earnings.

(3) Notice of Termination by Employee

One weeks notice shall be necessary for an employee to terminate his or her engagement or the forfeiture or payment of one week's pay by the employee to the employer in lieu of notice.

(4) Probation

The employer may engage the employee on a probationary period for not longer than three months during which time it will be possible for either the employer or employee to end the contract with one day's notice.

(5) Termination, Redundancy or Introduction of Change

In circumstances of termination, redundancy or introduction of change, employees are entitled to a statement of employment, job search leave, consultation, redundancy pay and other matters as provided in the General Order 2005 WAIRC 01715 (85(WAIG)1667), as amended, varied or replaced from time to time.

6. - TYPES OF EMPLOYMENT

(1) Prior to engagement, an employer will inform each employee of the terms of their engagement, and in particular stipulate whether they are full-time, part-time or casual. This advice must be confirmed in writing within two weeks of commencement of employment.

(2) Full-time employees will be engaged for an average of thirty-eight hours per week in accordance with clause 7. – Hours of Work.

(3) Part-Time Employment

(a) An employer may employ part-time employees in any classification in this award.

(b) A part-time employee is an employee who:

(i) works less than full-time hours of 38 per week; and

(ii) has reasonably predictable hours of work; and

(iii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

(c) At the time of engagement the employer and the part-time employee will agree in writing, on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.

(d) Any agreed variation to the regular pattern of work will be recorded in writing.

(e) An employer is required to roster a part-time employee for a minimum of three (3) consecutive hours on any shift.

(f) An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with sub clause 3 of this clause.

(g) All time worked in excess of the hours as mutually arranged will be overtime and paid for at the rates prescribed in clause 8 - Overtime, of this award.

(h) A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.

(4) Casual Employees

(a) A casual employee is to be one engaged and paid as such. A casual employee for working ordinary time shall be paid an hourly rate calculated on the basis of one thirty-eighth of the weekly award wage prescribed in clause 18 – Rates of Pay for the work being performed plus a casual loading of 20 per cent in lieu of sick leave, annual leave and public holidays.

(b) A casual employee shall be employed for a minimum of three (3) consecutive hours on each occasion.

7. - HOURS

(l) (a) 38 hours shall constitute a week's work and shall be worked on not more than five (5) consecutive days of the week.

(b) The ordinary hours shall be worked between the hours of 7.00 a.m. and 7.00 p.m. unless otherwise agreed between the employer, employee and the Union.

(c) Except where provided elsewhere in this clause, the ordinary hours shall be worked within a 20-day four-week cycle with 0.4 of an hour of each day worked accruing as an entitlement to take the 20th day in each cycle as an Accrued Day Off.

(2) By agreement between an employer and their employees covered by this award, the ordinary hours of an employee in lieu of the provisions of subclause (l) of this clause, may be worked:

(a) with two hours of each week's ordinary hours of work accruing as an entitlement to a maximum of 12 Accrued Day(s) Off in each 12-month period. The Accrued Day(s) Off shall be taken at a time mutually acceptable to the employer and the employee.

(b) Within a 10-day, two-week cycle, with an adjustment to hours worked to enable 76 hours to be worked over nine days of the two-week cycle and an entitlement to take the 10th day in each cycle as an Accrued Day Off.

(c) Within a five-day, one-week cycle, of 38 hours.

(d) Nothing in this clause shall be construed to prevent the employer and the majority of employees affected in a workplace or part thereof reaching an agreement to operate any method of working a 38 hour week provided that agreement is reached in accordance with the following procedure:

(i) the Union will be notified in writing of the proposed variations prior to any change taking place;

(ii) the proposed variations for each workplace or part thereof shall be explained to the employees concerned and written notification of proposals will be placed on the notice board at the worksite;

(iii) the parties will then consult with each other on the changes with a view to reaching agreement;

(iv) where the majority of Union members do not support the agreement then the issues will be referred to the Commission for conciliation and, if necessary, arbitration.

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

(4) The employer shall give at least one week's notice from the first day of a cycle of the standard ordinary hours at which they require the employee to commence and cease work. Work performed outside the hours notified shall be paid for at overtime rates except in cases of emergency or staff illness or accident which prevent such notification.

(5) Where a rostered day off falls on a public holiday prescribed in Clause 10 - Public Holidays of this award, the next working day shall be taken as the rostered day off, provided that by mutual agreement between the employer and the employee another working day may be substituted.

(6) (a) A meal break of not less than half an hour nor more than one hour shall be allowed between the fourth and fifth hour of work unless otherwise agreed by the employer and the employee in times of emergency or staff accident or illness.

(b) Employees called upon to work during the ordinary meal break shall be paid overtime rates for all such work, provided that in the case of emergency, where it is necessary to work up to 15 minutes into a meal break, this provision shall not apply.

(c) All employees shall be allowed a tea break of ten minutes daily between the second and third hour from starting time each day. Such tea break shall be counted as time worked

(7) Any dispute between an employer and the Union over the operation of this clause must be dealt with in accordance with Clause 31 – Dispute Settlement Procedures.

(8) Where RDO's are allowed to accumulate, the employer may require that they be taken within 12 months of the employee becoming entitled to an RDO.

8. - OVERTIME

(1) For all work done outside the ordinary hours of duty fixed in an establishment in accordance with Clause 7. - Hours of this award and subject to subclause (4) of that clause, payment shall be at the rate of time and one-half for the first two hours and double time thereafter.

(2) (a) Work done after 12.00 noon on Saturdays or on Sundays shall be paid for at the rate of double time.

(b) Work done on any day prescribed as a holiday under this award shall be paid for at the rate of double time and one half.

(3) In the calculation of overtime each day's work shall stand alone.

(4) (a) By agreement between the employee and employer time off in lieu of payment for overtime may be granted proportionate to the payment to which the employee is entitled. Such time to be taken in unbroken periods according to each period of overtime worked unless otherwise agreed between the employee and employer concerned.

(b) The actual period of time off may be accrued and taken at a time agreed between the employer and employee concerned.

(5) Requirement to work reasonable overtime:

(a) Subject to subclause (5)(b) an employer may require an employee to work reasonable overtime at overtime rates.

(b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

(i) any risk to employee health and safety;

(ii) the employee's personal circumstances including any family responsibilities;

(iii) the needs of the workplace or enterprise;

(iv) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and

(v) any other relevant matter.

9. - MEAL MONEY

(1) Subject to the provisions of subclause (2) of this clause an employee, required to work overtime for more than two hours, shall be supplied with a meal by the employer or be paid $7.75 for a meal and, if owing to the amount of overtime worked, a second or subsequent meal is required the employee shall be supplied with such meal by the employer or paid $5.30 for each meal so required.

(2) The provisions of subclause (1) of this subclause do not apply:

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

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

(3) If an employee to whom paragraph (a) of subclause (2) of this clause applies has, as a consequence of the notification referred to in that paragraph, provided himself with a meal or meals and is not required to work overtime or is required to work less overtime than the period notified, he/she shall be paid, for each meal provided and not required, the appropriate amount prescribed in subclause (1) of this clause.

10. - PUBLIC HOLIDAYS

(1) The following days, or the days observed in lieu, shall subject to Clause 8. - Overtime of this award, be allowed as holidays without deduction of pay, namely - New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in the subclause.

(2) When any of the days mentioned in subclause (1) hereof falls on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday, and when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.

(3) Where -

(a) a day is proclaimed as a whole holiday or as a 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

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

(5) An employee whilst on a public holiday prescribed by this clause shall continue to accrue an entitlement to an Accrued Day Off as prescribed in subclauses (1) and (2) of Clause 7. - Hours of this award.

(6) Where an employee has additional leave granted pursuant to subclause (4) of this clause, the employer may require such leave to be taken within twelve months of falling due.

11. - ANNUAL LEAVE

(1) An employee is entitled, for each year of continuous service, to a period of four (4) weeks annual leave with payment at the employee's ordinary rate of wage. Entitlements to annual leave will accrue at the rate of 2.923 hours per week for each completed week of service.

(2) (a) During a period of annual leave an employee shall receive a loading of 17.5% calculated on the employee's ordinary wage for that period of leave.

(b) Provided that where the employee would have received any additional rates for the work performed in ordinary hours as prescribed by this award, had the employee not been on leave during the relevant period and such additional rates would have entitled the employee to a greater amount than the loading of 17.5 percent, then such additional rates shall be added to the employee ordinary rate of wage in lieu of the 17.5 percent loading.

Provided further, that if the additional rates would have entitled the employee to a lesser amount than the loading of 17.5 percent, then such loading of 17.5 percent shall be added to the employee's ordinary rate of wage in lieu of the additional rates.

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

(3) If any award holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, that day shall be added to the employees annual leave entitlement.

(4) (a) An employee whose employment terminates and who has not taken the leave prescribed under this clause shall be given payment in lieu of that leave at the rate of 2.923 hours pay at their ordinary rate of wage for each completed week of service.

(b) In addition to any payment to which the employee may be entitled to annual leave loading under paragraph (a) hereof an employee whose employment terminates after the employee has completed a twelve month qualifying period and has not been allowed leave prescribed under this Award in respect of that qualifying period shall be given payment in lieu of that leave. Or, in a case where the employee has taken part of the leave in lieu of so much of that leave as has not been taken unless-

(i) the employee has been justifiably dismissed for misconduct; and

(ii) the misconduct for which the employee has been dismissed occurred prior to the completion of that qualifying period.

(5) Employees continue to accrue annual leave while on paid leave including but not limited to:

(a) on annual leave

(b) on long service leave

(c) observing a public holiday prescribed by this award

(d) on sick leave

(e) on bereavement leave.

(6) Annual leave may be taken in more than one period of leave, by mutual agreement between the employer and employee.

Provided further that the maximum number of single day absences allowable during any twelve month accrual period shall be five.

No employee shall be required to take annual leave unless two weeks' prior notice is given.

(7) Where an employer and employee have not agreed when the employee is to take their annual leave, the employer is not to refuse the employee taking, at any time suitable to the employee, any period of annual leave which accrued more than 12 months before that time; provided the employee provides at least two weeks notice.

(8) (a) Notwithstanding anything else herein contained, an employer who observes a Christmas close-down for the purpose of granting annual leave may require an employee to take the annual leave accrued in the 12 month period up to their anniversary.

(b) An employer who requires employees to take their annual leave over a Christmas close-down must provide at least 14 days notice to the employees required to take such leave.

(c) In the event of an employee being employed by an employer for a portion only of a year they shall only be entitled subject to subclause (5) of this clause, to such leave on full pay as is proportionate to their length of service during that period with such employer. If such leave is not equal to the leave given to the other employees, the employee shall not be entitled to work or pay whilst the other employees are on leave on full pay.

(9) (a) At the request of an employee, and with the consent of the employer, annual leave prescribed by this clause may be given and taken in advance of being accrued by the employee in accordance with subclause (1).

(b) If the service of an employee terminates and the employee has taken a period of leave in accordance with this subclause and if the period of leave so taken exceeds that which would become due pursuant to subclause (4) of this clause, the employee shall be liable to pay the amount representing the difference between the amount received by them for the period of leave taken in accordance with this subclause and the amount which would have accrued in accordance with subclause (4) of this clause. The employer may deduct this amount from monies due to the employee by reason of the other provisions of this Award at the time of termination.

(c) The annual leave loading provided by subclause (2)(a) of this clause, shall not be payable when annual leave is taken in advance pursuant to the provisions of this subclause. The loading not paid, for the period of leave taken in advance, shall be payable to the employee at the end of the first pay period following the employee accruing the leave taken in advance.

12. – SICK LEAVE

(1) (a) An employee who is unable to attend or remain at their place of employment during the ordinary hours of work by reason of personal ill health or injury shall be entitled to payment during such absence in accordance with the following provisions.

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

(c) If in the first or successive years of service with the employer an employee is absent on the ground of personal ill health or injury for a period longer than their entitlement to paid sick leave, payment may be adjusted at the end of that year of service, or at the time the employee's services terminate, if before the end of that year of service, to the extent that the employee has become entitled to further paid sick leave during that year of service.

(2) The unused portions of the entitlement to paid sick leave in any one year shall accumulate from year to year and subject to this clause may be claimed by the employee if the absence by reason of personal ill health or injury exceeds the period for which entitlement has accrued during the year at the time of the absence.

(3) (a) The employee shall as soon as reasonably practicable advise the employer of his or her inability to attend for work, the nature of the illness or injury and the estimated duration of absence. Provided that such advice, other than in extraordinary circumstances shall be given to the employer within 24 hours of the commencement of the absence.

(b) An employee claiming entitlement under this clause is to provide the employer evidence that would satisfy a reasonable person of the entitlement.

(4) (a) Subject to the provisions of this subclause, the provisions of this clause apply to an employee who suffers personal ill health or injury during the time when they are absent on annual leave and an employee may apply for and the employer shall grant paid sick leave in place of paid annual leave.

(b) Application for replacement shall be made within seven days of resuming work and then only if the employee was confined to their place of residence or a hospital as a result of their personal ill health or injury for a period of seven consecutive days or more and produces a certificate from a registered medical practitioner that they were so confined. Provided that the provisions of this paragraph do not relieve the employee of the obligation to advise the employer in accordance with subclause (3) of this clause if they are unable to attend for work on the working day next following their annual leave.

(c) Replacement of paid annual leave by paid sick leave shall not exceed the period of paid sick leave to which the employee was entitled at the time they proceeded on annual leave and shall not be made with respect to fractions of a day.

(d) Where paid sick leave has been granted by the employer in accordance with paragraphs (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid sick leave is hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the employee or, failing agreement, shall be added to the employee's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions of clause 11 - 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 11- Annual Leave shall not be paid if the employee had already received leave loading payment with respect to the replaced annual leave.

(5) Where a business has been transmitted from one employer to another and the employee's service has been deemed continuous in accordance with Clause 13. – Long Service Leave, the paid sick leave standing to the credit of the employee at the date of transmission from service with the transmittor shall stand to the credit of the employee at the commencement of service with the transmittee and may be claimed in accordance with the provisions of this clause.

(6) The provisions of this clause with respect to payment do not apply to employees who are entitled to payment under the Workers' Compensation and Injury Management Act 1981 nor to employees whose injury or illness is the result of the employee's own misconduct.

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

(8) (a) An employee who works 40 ordinary hours each week during a particular work cycle shall be paid the wage the employee have received the employee not been at work during the absence.

(b) An employee who works 38 ordinary hours each week during a particular work cycle shall be paid in respect of any absence the normal pay the employee would have received had such employee been at work during the absence.

(c) An employee shall not be entitled to claim payment for non-attendance on the ground of personal ill-health or injury nor will the employee's sick leave entitlements be reduced if such personal ill-health or injury occurs on a day when an employee is absent on an Accrued Day Off in accordance with the provisions of subclauses (l) and (2) of Clause 7 - Hours of this award unless such illness is for a period of seven consecutive days or more and in all other respects complies with the requirements of subclause (5) of this clause.

(9) An employee whilst on paid sick leave shall continue to accrue an entitlement to an Accrued Day Off as prescribed in subclauses (l) and (2) of Clause 7 - Hours of this award.

Carer’s Leave

(10) An employee is entitled to use, each year, up to five (5) days of the employees entitlement to sick leave, to be the primary care giver of a member of the employee’s family or household who is ill or injured and in need of the immediate care and attention.

(11) A member of the employee’s family mentioned within subclause (11) means any of the following

(a) the employee’s partner or de facto partner;

(b) a child of whom the employee has parental responsibility as defined by the Family Court Act 1997;

(c) an adult child of the employee;

(d) a parent, sibling or grandparent of the employee;

(e) any other person who lives with the employee as a member of the employee’s family.

(12) By mutual agreement between the employer and employee an employee may be granted further sick leave credits for carer's leave.

(13) An employee may take unpaid carer's leave by agreement with the employer.

13. - LONG SERVICE LEAVE

Employees covered by this award shall be entitled to Long Service leave in accordance with the *Long Service leave General Order* of the *Western Australian Industrial Relations* Commission, that is published in part 1 (January) of each volume of the *Western Australian Industrial Gazette",* as varied from time to time.

14. - LOCATION ALLOWANCE

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

TOWN	PER WEEK
Agnew	$24.70
Argyle	$66.60
Balladonia	$25.80
Barrow Island	$43.40
Boulder	$10.60
Broome	$39.90
Bullfinch	$11.50
Carnarvon	$20.50
Cockatoo Island	$43.70
Coolgardie	$10.60
Cue	$25.50
Dampier	$34.80
Denham	$20.50
Derby	$41.40
Esperance	$7.10
Eucla	$27.80
Exmouth	$36.60
Fitzroy Crossing	$50.40
Halls Creek	$58.40
Kalbarri	$9.00
Kalgoorlie	$10.60
Kambalda	$10.60
Karratha	$41.90
Koolan Island	$43.70
Koolyanobbing	$11.50
Kununurra	$66.60
Laverton	$25.40
Learmonth	$36.60
Leinster	$24.70
Leonora	$25.40
Madura	$26.80
Marble Bar	$64.80
Meekatharra	$22.00
Mount Magnet	$27.60
Mundrabilla	$27.30
Newman	$23.80

Norseman	$22.10
Nullagine	$64.70
Onslow	$43.40
Pannawonica	$32.30
Paraburdoo	$32.20
Port Hedland	$34.60
Ravensthorpe	$13.00
Roebourne	$48.30
Sandstone	$24.70
Shark Bay	$20.50
Southern Cross	$11.50
Telfer	$59.40
Teutonic Bore	$24.70
Tom Price	$32.20
Whim Creek	$41.50
Wickham	$40.00
Wiluna	$25.00
Wyndham	$62.30

(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 their 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 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 they shall be paid for the period of such leave the location allowance to which they would ordinarily be entitled.

(6) Where an employee is on long service leave or other approved leave with pay (other than annual leave) they shall only be paid location allowance for the period of such leave they remain in the location in which they are 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.

15. - SUPPORTED WAGE SYSTEM FOR EMPLOYEES WITH DISABILITIES

(1) Employees eligible for a supported wage

This 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) The 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, programme, 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 s.10 or s.12A of the *Disability Services Act 1986*, or if a part only has received recognition, that part.

(3) Supported wage rates

(a) 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	% of prescribed award rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(b) Provided that the minimum amount payable shall be not less than as provided by the National Supported Wage System.

(c) 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 a union party to the Award, 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 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 10 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 re-design of job duties, working time arrangements and work organisation in consultation with other employees in the areas.

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

(b) During that 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 as provided by the National Supported Wage System.

(d) Work trials should include induction or training as appropriate to the job being trialled.

(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 outcome of assessment under subclause 4 of this clause.

16. – TRAVELLING TIME AND EXPENSES

(1) Where an employee is sent to work from an employer's recognised place of business the employer shall pay all travelling time from such place of business to the job and if the employee is required to return the same day to the employer's place of business, the employer shall pay travelling to the place of business. An employee sent for duty to a place other than their regular place of duty shall be paid travelling expenses.

(2) (a) Where an employee is required and authorised to use their own motor vehicle in the course of their duties the employee shall be paid an allowance not less than that provided for in the schedules set out hereunder. Notwithstanding anything contained in this subclause, the employer and the employee may make any other arrangements as to car allowance no less favourable to the employee.

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

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

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

Schedule 1 - Motor Vehicle Allowance

Area and Details		Engine Displacement (in cubic centimetres)	
	Over 2600cc	Over 1600cc-&	1600cc Under

		2600cc	
	Rate per kilometre (Cents)		
Metropolitan Area	75.3	65.5	57.9
South West Land Division	77.4	67.2	59.7
North of 23.5^{o} South Latitude	84.9	74.0	66.0
Rest of the State	79.9	69.4	61.6

Schedule 2 - Motor Cycle Allowance

Distance Travelled During a Year on Official Business	Rate ¢/km
Rate per kilometre	26.0

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

17. - EMPLOYMENT RECORDS

(1) A record shall be kept in the premises occupied by the employer wherein shall be recorded for each employee:

(a) On a daily basis:

(i) start/finish time and daily hours including overtime;

(ii) paid time; and

(iii) breaks.

(b) For each pay period:

(i) designation;

(ii) gross and net pay; and

(iii) deductions, including reasons for these deductions.

(c) The following records must also be kept:

(i) employee's name

(ii) date of birth if under 21 years of age;

(iii) start date;

(iv) nature of work performed and classification;

(v) all leave paid, partly paid or unpaid;

(vi) relevant information for Long Service Leave calculations;

(vii) any industrial instrument including awards, orders or agreements that apply;

(viii) any additional information required by the industrial instrument; and

(ix) any other information necessary to show remuneration and benefits comply with the award.

(2) The employer shall on the written request by a relevant person:

(a) produce to the person the employment records relating to the employee;

(b) let the person inspect the employment records;

(c) let the relevant person enter the premises of the employer for the purpose of inspecting the records;

(d) let the relevant person take copies of or extracts from the records.

(3) A 'relevant person' means:

(a) the employee concerned;

(b) if the employee is a represented person, their representative;

(c) a person authorised in writing by the employee;

(d) an officer referred to in section 93 of the *Industrial Relations Act (1979)* (as amended) authorised in writing by the Registrar.

(4) An employer shall comply with a written request not later than:

(a) at the end of the next pay period after the request is received; or

(b) the seventh day after the day on which the request was made to the employer.

18. – RATES OF PAY

(1) The minimum weekly rate of wage per week payable to an employee covered by this award shall include the base rate plus the arbitrated safety net adjustments reflected hereunder:

Classification	**$ per week**
Introductory (not exceeding 3 months)	863.40
Level 1 (87.4%)	909.80
Level 2 (92.4%)	924.20
Level 3 (Cert III) (100%)	977.90
Level 4 (Cert IV) (110%)	1049.50
Level 5 (Diploma.) (119.4%)	1116.80

(2) Classification Structure

For the purposes of determining the appropriate classification level for each employee, the classification definitions in sub clause 6. hereof shall be applied to each employee falling within scope of this Award.

(3) Implementation of Classification Structure

Employees shall be classified at one of the levels specified in this Clause. The classification definitions in this clause describe the relative skills, qualifications, responsibilities and conditions under which employees at each level will work.

(4) Promotion to Higher Levels

All employees shall be given the opportunity to participate in ongoing skills training to enable promotion to the next level. Where possible, this training shall be in accordance with the Animal Care and Management Training Package.

(5) Transitional Arrangements

No employee shall suffer a reduction in their rate of pay or conditions of employment as a result of the introduction of these provisions.

(6) Classification Definitions

(a) Introductory level

An employee who has had no experience in this industry shall initially be engaged at the introductory level for a period not exceeding 3 months. During this period the employer will provide on the job training to assist the employee to gain the appropriate skills.

(b) Level 1

Employees at this level will perform routine tasks involving adherence to determined procedures and with only minimal scope for deviation from these procedures.

An employee at this Level will:

(i) work under direct supervision with regular close checking of their work;

(ii) develop and then apply their knowledge and skills to a limited range of tasks and roles;

(iii) work within a specified range of contexts where the choice of action is clear and restricted;

(iv) normally develop and then use their competencies within established routines, where methods and procedures are predictable.

Typical activities at this level may include:

(i) assists other employees in their duties;

(ii) appropriate induction to the industry and the routines of the practice;

(iii) basic animal care;

(iv) grooming, feeding, cleaning and restraint as instructed.

(c) Level 2

Work at this level will involve the use of limited discretion and initiative. Knowledge relating to the care of animals will be involved.

An employee at this level will, in addition to level 1 duties:

(i) work under direct supervision with routine checking of their work;

(ii) develop and then apply their knowledge and skills to a limited range of tasks and roles;

(iii) work within a specified range of contexts where the choice of action is clear and restricted;

(iv) normally use their competencies within established routines, where methods and procedures are predictable;

(v) exercise discretion and judgment against established criteria.

Typical activities at this level may include:

(i) basic animal care, animal handling;

(ii) consult duty veterinarian;

(iii) tasks relating to the clinic and surgery including maintaining patient records and compiling patient and client histories;

(iv) ability to undertake basic animal health procedures.

(d) Level 3

General

A Level 3 employee will possess the competencies of Certificate III in Companion in Animal Services or other equivalent qualification or possess knowledge and experience which enables them to operate at trade equivalent level.

An employee at this Level will, in addition to lower level duties:

(i) generally be working with limited supervision ;

(ii) normally use their competencies within established routines, where methods and procedures are predictable;

(iii) exercise discretion and judgment against established criteria.

Typical activities at this level may include:

(i) assist with animal care under limited supervision;

(ii) limited Staff Supervision of introductory and Level 1;

(iii) undertake daily clinic routines and routine monitoring of patient care;

(iv) ability to follow clinic procedures for hazard identification and risk control;

(v) ability to provide grief support to clients/animal owners;

(vi) work in the companion animal industry;

(vii) provide basic first aid for animals.

(e) Level 4

A Level 4 employee will possess the competencies, of AQF Level 4 or other equivalent qualification such as the ACVN. The attainment of these competencies by an individual employee will be determined through a formal assessment process carried out through a Registered Training Organisation.

An employee at this Level will, in addition to lower level duties:

(i) use their competencies within established routines, where methods and procedures are predictable;

(ii) exercise discretion and judgment against established criteria;

(iii) provide veterinary nursing care;

(iv) be registered under the Veterinary Surgeons Act 1960.

Not withstanding the above an employee at this level may also be employed to undertake the duties of an Inspector.

Typical activities and competencies at this level for a veterinary nurse may include:

(i) ability to undertake limited Staff Supervision ;

(ii) ability to undertake daily clinic routines and patient care;

(iii) ability to identifying deviation from normal animal behaviour which may suggest illness, and taking appropriate action;

(iv) ability to undertake the maintenance of records relating to the physical aspects of the animals;

(v) can perform clinic pathology procedures;

(vi) can conduct medical and surgical support;

(vii) can identify vital signs of patients and relate these findings to the supervising veterinary surgeon.

(f) Level 5

A Level 5 employee will possess a Diploma in Veterinary Nursing or recognized equivalent qualification. The attainment of the competencies by an individual employee necessary for the granting of such qualifications, will be determined through a formal assessment process carried out through a Registered Training Organisation.

An employee at this Level will, in addition to lower level duties:

(i) exercise skills, discretion and responsibilities beyond that required at Level 4;

(ii) be registered under the Veterinary Surgeons Act 1960.

(7) Junior employees shall receive the prescribed percentage of the minimum rate for the appropriate classification prescribed in this clause per week:

Under 17 years of age	50%
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%

(8) An employee placed in charge of three or more other employees shall be paid an amount of $22.80 per week in addition to their ordinary rate of pay.

(9) Where an employee is required to carry out the ordinary hours of duty per day in more than one shift an allowance of $2.07 per day shall be paid.

19. - 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 $863.40 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 $863.40 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 from the beginning of the first pay period commencing on or after 1 July 2023.

(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 results, 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 2023 State Wage order. 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 $733.40 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 $733.40 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 from the beginning of the first pay period commencing on or after 1 July 2023.

(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.

20. - PROTECTIVE CLOTHING AND UNIFORMS

(1) Employees shall be supplied at the employer's expense with overalls or other suitable protective clothing and where necessary rubber boots and gloves. Where the employee is required to wear a uniform, the term uniform shall be taken to mean protective clothing but a uniform shall not be deemed a substitute for adequate protective clothing.

(2) Where an employee is required to work in inclement weather the employee shall when necessary be supplied with suitable wet weather clothing.

(3) The term 'uniform' shall include all items of clothing and footwear which are specified by the employer according to type or colour or according to the exclusion of ordinary clothing or footwear, to be worn.

(4) (a) Where the employer requires a uniform to be worn, a supply of three such uniforms shall be provided by the employer at the employer's expense to the employee each year, or less on a fair wear and tear basis.

(b) Uniforms supplied by the employer shall remain the property of the employer.

(c) Should any dispute arise under this subclause, the matter shall be dealt with in accordance with the Dispute Resolution clause.

(5) In lieu of the provision of uniforms the employer shall pay an allowance of $5.02 per week.

(6) Each employee shall be entitled to all reasonable laundry work at the expense of the employer but where the employer elects not to launder the uniforms, the employee shall be paid an allowance of $1.31 per week.

21. - CALL BACK

When an employee is recalled to work after leaving the job -

(1) He shall be paid for at least three hours at overtime rates.

(2) Time reasonably spent in getting to and from work shall be counted as time worked.

22. - TRAINEESHIPS

A party to this award shall comply with the terms of the National Training Wage Award 2000 [AG790899; PR904174)] and as varied from time to time as though it was a party bound by Clause 4 - Parties Bound of that award.

Except that where pay rates in the National Training Wage Award apply, a trainee shall not be paid less than the rates in paragraph 6(c) of the State Wage Order that apply to a trainee to whom an award does not apply.

23. - WORK ON SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS

(1) All ordinary hours of work on Saturdays shall be paid at the rate of ordinary time plus 25%.

(2) All ordinary hours of work on Sundays shall be paid at the rate of ordinary time plus 50%.

(3) The foregoing penalties shall be in substitution for night work penalties where the latter would otherwise have application.

24. - NIGHT WORK

(1) Employees employed where the ordinary hours of duty extend beyond 7.00 p.m. shall be paid an extra five percent for each shift so worked.

(2) Employees employed where the ordinary hours of duty extend beyond midnight shall be paid an extra ten per cent for each shift so worked.

25. - BEREAVEMENT LEAVE

(1) (a) Subject to subclause (2) of this clause, on the death of -

(i) the partner or *de facto* partner of an employee;

(ii) the child or step-child of an employee;

(iii) the brother or sister of an employee;

(iv) the parent step-parent or grandparent of an employee; or

(v) any other person who, immediately before that person's death, lived with the employee as a member of the employee's family,

an employee (including a casual employee) is entitled to paid bereavement leave of up to 2 days.

(b) The 2 days need not be consecutive.

(c) Bereavement leave is not to be taken during a period of any other kind of leave.

(2) Proof in support of claim for leave

An employee who claims to be entitled to paid leave in accordance with subclause (1) hereof is to provide to the employer, if so requested by the employer, evidence that would satisfy a reasonable person as to -

(a) the death that is the subject of the leave sought; and

(b) the relationship of the employee to the deceased person.

(3) Provided that payment in respect to bereavement leave is to be made only where the employee otherwise would have been on duty and shall not be granted in any case where the employee concerned would have

been off duty in accordance with his roster, or on long service leave, annual leave, sick leave, workers' compensation, leave without pay or on a public holiday.

(4) An employee shall not be entitled to claim payment for bereavement leave on a day when that employee is absent on an Accrued Day Off in accordance with the provisions of subclauses (1) and (2) of Clause 7. - Hours of this award.

(5) An employee, whilst on bereavement leave prescribed by this clause shall continue to accrue an entitlement to an Accrued Day Off as prescribed in subclauses (1) and (2) of Clause 7. - Hours of this award.

26. – PARENTAL LEAVE

(1) Subject to the terms of this clause employees are entitled to parental leave.

(2) For the purposes of this clause “continuous service” is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

(3) Definitions:

In this clause -

"adoption", in relation to a child, is a reference to a child who -

(i) is not the child or the step-child of the employee or the employee's partner;

(ii) is less than 5 years of age; and

(iii) has not lived continuously with the employee for 6 months or longer;

"continuous service" means service under an unbroken contract of employment and includes -

(i) any period of parental leave; and

(ii) any period of leave or absence authorised by the employer;

"expected date of birth" means the day certified by a medical practitioner to be the day on which the medical practitioner expects the employee or the employee's partner, as the case may be, to give birth to a child;

"parental leave" means leave provided for by subclause (6)(a);

"partner" means a spouse or *de facto* partner.

(4) Entitlement to Parental Leave

(a) Subject to subclauses (6), (7)(a) and (8)(a), an employee, other than a casual employee, is entitled to take up to 52 consecutive weeks of unpaid leave in respect of -

(i) the birth of a child to the employee or the employee's partner; or

(ii) the placement of a child with the employee with a view to the adoption of the child by the employee.

(b) An employee is not entitled to take parental leave unless the employee -

(i) has, before the expected date of birth or placement, completed at least 12 months' continuous service with the employer; and

(ii) has given the employer at least 10 weeks written notice of the employee's intention to take the leave.

(c) An employee is not entitled to take parental leave at the same time as the employee's partner but this paragraph does not apply to one week's parental leave -

(i) taken by the employee and the employee's partner immediately after the birth of the child; or

(ii) taken by the employee and the employee's partner immediately after a child has been placed with them with a view to their adoption of the child.

(d) The entitlement to parental leave is reduced by any period of parental leave taken by the employee's partner in relation to the same child, except the period of one week's leave referred to in paragraph (c).

(5) Maternity leave to start 6 weeks before birth

A female employee who is pregnant and who has given notice of her intention to take parental leave is to start the leave 6 weeks before the expected date of birth, unless in respect of any period closer to the expected date of birth a medical practitioner has certified that the employee is fit to work.

(6) Medical certificate

An employee who has given notice of the employee's intention to take parental leave, other than for adoption, is to provide to the employer a certificate from a medical practitioner stating that the employee or the employee's partner, as the case may be, is pregnant and the expected date of birth.

(7) Notice of partner's parental leave

(a) An employee who has given notice of the employee's intention to take parental leave or who is actually taking parental leave is to notify the employer of particulars of any period of parental leave taken or to be taken by the employee's partner in relation to the same child.

(b) Any notice given under paragraph (a) is to be supported by a statutory declaration by the employee as to the truth of the particulars notified.

(8) Notice of parental leave details

(a) An employee who has given notice of the employee's intention to take parental leave is to notify the employer of the dates on which the employee wishes to start and finish the leave no less than four weeks before the proposed commencement date.

(b) An employee who is taking parental leave is to notify the employer of any change to the date on which the employee wishes to finish the leave.

(c) The starting and finishing dates of a period of parental leave are to be agreed between the employee and employer.

(9) Return to work after parental leave

(a) An employee shall confirm the employee's 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 parental leave.

(b) On finishing parental leave, an employee is entitled to the position the employee held immediately before starting parental leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (12), to the position the employee held immediately before such transfer.

(c) If the position referred to in paragraph (a) is not available, the employee is entitled to an available position –

(i) for which the employee is qualified; and

(ii) that the employee is capable of performing, most comparable in status and pay to that of the employee's former position.

(d) Where, immediately before starting parental leave, an employee was acting in, or performing on a temporary basis the duties of the position referred to in paragraph (b), that paragraph applies only in respect of the position held by the employee immediately before taking the acting or temporary position.

(e) Notwithstanding paragraphs (b) and (c) of this clause, an employer and an employee may agree to an alternative return to work such as part-time employment, having regard to

(i) applicable discrimination legislation,

(ii) the requirements of the employee,

(iii) the operational needs of the employer, and

(iv) any other relevant matter.

(10) Effect of parental leave on employment

Absence on parental leave -

(a) does not break the continuity of service of an employee; and

(b) is not to be taken into account when calculating the period of service for the purpose of this Award.

(11) Sick Leave

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

(12) Transfer to a Safe-Job

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

If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to take leave for such period as is certified necessary by a duly qualified medical practitioner. Such leave shall be treated as maternity leave for the purposes of this clause.

(13) Variation of Period of Parental Leave

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

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

(14) Cancellation of Parental Leave

(a) Parental leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee or the employee's partner, as the case may be, terminates other than by the birth of a living child.

(b) Where the pregnancy of an employee or an employee's partner, as the case may be, then on parental 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 the employee desires to resume work.

(15) Special Maternity Leave

(a) Where the pregnancy of a female employee not then on parental leave terminates after 28 weeks other than by the birth of a living child then:

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

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

(b) For the purposes of subclauses (10), (16) and (17) hereof, maternity leave shall include special maternity leave.

(c) An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (12), to the position the employee held immediately before such transfer.

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

(16) Parental Leave and Other Leave Entitlements

Provided the aggregate of leave including leave taken pursuant to subclauses (12) and (15) hereof does not exceed 52 weeks:

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

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

(17) Termination of Employment

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

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

(18) Replacement Employees

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

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

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

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

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

27. - PAYMENT OF WAGES

(1) Wages shall be paid in cash, providing that this shall not apply where an employee has agreed to be paid wages by cheque or a direct funds transfer, or where at the date of this Order (7th October, 1985), an employee is paid other than by cash.

(2) (a) Where the employer requires the employee to establish an account for the purposes of receiving his wages, the employer shall pay the costs associated with such account establishment or maintenance.

(b) In respect of transfer fees associated with the transfer of funds from the employer's bank to any other bank or financial institution, such fees shall be paid by the employer.

(c) All other fees, charges or duties shall be paid by the employer.

(d) The employer in agreement with the employees and Union may specify a limited number of sources into which the funds may be transferred.

(3) In the case of payment by cheque the employer shall arrange cashment facilities at a branch of the bank in close proximity to the place of work. Where it is impractical for the employee to cash the cheque on pay day, during working time, reasonable access to the facility shall be allowed by the employer.

(4) If, for reasons within the control of the employer, wages are not available at the nominated time and the employee is kept waiting for a period exceeding 30 minutes, overtime rates shall apply, provided that in the case of an employee rostered for duty on that day, the 30 minute period shall commence from the employee's finishing time.

(5) No deduction shall be made from an employee's wages unless the employee has agreed to such deduction in writing, or the deduction is authorised by the award.

(6) Each employee shall be provided with a pay advice slip on each day that wages are paid. The pay advice slip shall detail:

(a) the rate of wage

(b) the ordinary hours worked

(c) the overtime hours worked

(d) the gross wage

(e) the net wage

(f) any allowances paid

(g) any deductions made

(h) the composition of any annual leave payment

(i) the composition of any termination payment.

(7) The wages shall be paid weekly, provided that by agreement between the employer and the Union, wages may be paid at other intervals.

(8) Subject to subclause (9) hereof, upon termination of employment, the employer shall pay to the employee all monies earned by or payable to the employee before the employee leaves the premises or the same shall be forwarded to the employee by post on the next working day following the termination.

(9) Where the employee terminates his or her employment without notice as required in subclause (2) of Clause 5. - Contract of Service of this Award, the employer shall forward as soon as reasonably possible all monies earned by or payable to such employee to that employee by post.

(10) If an employee fails to collect his wages on the appointed day, such wages shall thereafter be available for collection (at previously notified times) during office hours.

28. - DEFINITIONS

(1) "Accrued Day(s) Off" means the paid day(s) off accruing to an employee resulting from an entitlement to the 38 hour week as prescribed in Clause 7 - Hours of this award.

(2) "Emergency" for the purposes of this award shall constitute a life threatening situation for an animal.

(3) “Ordinary rate of pay” shall be the rate applicable as prescribed in Clause 18. – Rates of Pay and the rates prescribed by Clause 14. – Location Allowances and any other rate to which the employee is entitled in accordance with the contract of employment for ordinary hours of work.

(4) “Union” shall mean the Liquor, Hospitality and Miscellaneous Union, Western Australian Branch.

29. - SUPERANNUATION

Superannuation Legislation

(1) (a) The Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993 legislation as varied from time to time governs the superannuation rights and obligations of the parties.

(b) Notwithstanding (1)(a) above the following provisions apply.

(2) Contributions

(a) The employer shall contribute a minimum of 9% of ordinary time earnings per employee in accordance with subclause (3).

(b) Employees' Additional Voluntary Contributions:

Where the rules of the fund allow an employee to make additional contributions to the fund the employer shall, where an election is made, upon the direction of the employee deduct contributions for the employee's wages and pay them to the fund in accordance with the direction of the employee and the rules of the fund.

(3) Compliance, Nomination and Transition

(a) For the purposes of this clause -

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

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

(b) The employee shall be entitled to nominate the complying superannuation fund or scheme to which contributions are to be made. If the employee does not nominate a fund or scheme, or until such time as an employee nominates a fund or scheme, superannuation contribution shall be paid into the default fund.

(c) The default fund shall be Westscheme Super Fund.

(d) The employer shall notify the employee of the entitlement to nominate a complying superannuation fund or scheme within fourteen (14) days.

(e) Each employee shall be eligible to receive contributions from the date of eligibility, notwithstanding the date the membership application was forwarded to the Fund.

(f) A nomination or notification of the type referred to in paragraphs (b) and (c) of subclause (3) shall, subject to the requirements of regulations made pursuant to the Industrial Relations Legislation Amendment and Repeal Act 1995, be given in writing to the employer or the employee to whom such is directed.

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

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

(i) In the event that an employee has not, after 28 days of commencing employment, nominated a complying fund into which contributions may be made, the employer will forward contributions and employee details to the default scheme, Westscheme Super Fund.

(j) Except where the Trust Deed provides otherwise employer contributions shall be paid on a monthly basis for each week of service that the eligible employee completes with the employer.

(k) All contributions into the nominated Fund or scheme shall be paid on a quarterly basis/monthly and within thirty (30) days of the end of each month.

(l) For the purpose of this clause the employee’s ordinary time earnings are as defined in the *Superannuation Guarantee (Administration) Act 1992* and shall include base classification rate, shift penalties together with any other all purpose allowance or penalty payment for work in ordinary time and shall include in respect of casual employee’s the casual loading prescribed by this Award, but shall exclude any payment for overtime worked, vehicle allowances, fares or travelling time allowances (excluding travelling related to distant work) commission or bonus as well as –

(i) periods of unpaid leave or unauthorized absences; or

(ii) annual leave or any other payments paid out on termination.

(m) The employer shall continue to contribute to the nominated fund or scheme on behalf of an employee in receipt of payments under the Workers' Compensation and Injury Management Act 1981 for not more than 52 weeks.

30. - DISPUTE SETTLEMENT PROCEDURES

(1) Subject to the provisions of the *Industrial Relations Act 1979 (WA)* (as amended) in the event of any dispute or matter arising under this award, the following procedure shall apply.

(a) Step 1

As soon as practicable after the dispute has arisen, it shall be considered jointly by the appropriate supervisor and the employee or employees concerned and, where requested, by representatives of the employer or employee(s).

(b) Step 2

If the dispute is not resolved it shall be considered jointly by the employer, the employee or employees concerned and, where requested, by representatives of the employer or employee(s).

(c) Step 3

The employer and the employee(s) concerned (and their representatives where requested) will attempt to resolve the dispute prior to it being referred to the Commission however, if the dispute is not resolved, it may then be referred to the Western Australian Industrial Relations Commission for assistance in its resolution.

(2) At all times whilst a dispute or matter is being resolved in accordance with this clause, normal work will continue.

31. – RIGHT OF ENTRY

An authorized representative of the union shall be entitled to exercise right of entry in accordance with the provisions of the Industrial Relations Act 1979 or any other legislation that makes provision for right of entry.

32. – OTHER LAWS AFFECTING EMPLOYMENT

(1) INDUSTRIAL RELATIONS ACT 1979
www.wairc.wa.gov.au

(2) MINIMUM CONDITIONS OF EMPLOYMENT ACT 1993
www.slp.wa.gov.au

(3) WORKPLACE RELATIONS ACT 1996
www.airc.gov.au or link to http://www.airc.gov.au/procedures/wra/wra.html

(4) SUPERANNUATION GUARANTEE (ADMINISTRATION) ACT 1992
www.austlii.edu.au/au/legis/cth/consol_act/sga1992430/

(5) OCCUPATIONAL SAFETY AND HEALTH ACT 1984
www.safetyline.wa.gov.au

(6) EQUAL OPPORTUNITY ACT 1984
www.oeeo.wa.gov.au

(7) TERMINATION, REDUNDANCY AND INTRODUCTION OF CHANGE GENERAL ORDER
www.wairc.wa.gov.au (under General Orders)
2005 WAIRC 01715
Western Australian Industrial Gazette vol. 85, p. 1667.

(8) LONG SERVICE LEAVE STANDARD PROVISIONS
www.wairc.wa.gov.au (under General Orders)

33. – WHERE TO GO FOR FURTHER INFORMATION

(1) Liquor, Hospitality and Miscellaneous Union
Western Australian Branch
Telephone: 08 9388 5400
Facsimile: 08 9382 3986
Email: lhmuwa@lhmu.org.au

(2) Chamber of Commerce and Industry of Western Australia
180 Hay Street
EAST PERTH WA 6004
Telephone: 08 9365 7555
Facsimile: 08 9365 7550

(3) Western Australian Industrial Relations Commission
Level 16, 111 St Georges Terrace
PERTH WA 6000
Telephone: 08 9420 4444
Facsimile: 08 9420 4500
Email: webmaster@wairc.wa.gov.au
Web: www.wairc.wa.gov.au
Toll Free: 1800 624 263

(4) Department of Consumer & Employment Protection, Labour Relations
3rd Floor, Dumas House
2 Havelock Street
WEST PERTH WA 6005
Telephone: 08 9222 7700
Facsimile: 08 9222 7777
Email: labourrelations@docep.wa.gov.au
Wageline: 1300 655 266

SCHEDULE A - NAMED PARTIES TO THE AWARD

Liquor, Hospitality and Miscellaneous Union, Western Australian Branch

Ascot Veterinary Hospital, Belmont

St. Francis Veterinary Hospital, Osborne Park

Melville Animal Hospital, Melville

Swanbourne Veterinary Hospital, Swanbourne
(formerly Messrs I.J. Miller and M.J Grandison)

Royal Society for the Prevention of Cruelty to Animals, Malaga

V A R I A T I O N R E C O R D

ANIMAL WELFARE INDUSTRY AWARD NO. 8 OF 1968.

Delivered 18/11/68 at 48 WAIG 665.

Section 93(6) Consolidation 06/02/86 at 66 WAIG 648

Section 93(6) Consolidation 04/03/88 at 68 WAIG 605

Section 93(6) Consolidation 18/08/94 at 74 WAIG 2210.

Section 93(6) Consolidation 17.12.98 at 79 WAIG 330

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
	Del. Cl. & Ins. new 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 WAIG 3368
(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	609/99	06/07/99	79 WAIG 1847
2. Arrangement				
	(2A)	967/88	12/04/89	69 WAIG 1489
	Cl. 2A del.	1940/89	08/09/89	69 WAIG 2913

Ins. Cl. 2A	1380/89(R)	18/12/89	70 WAIG 757
Ins. Cl. 29.	444/90	06/09/90	70 WAIG 4031
Ins. Cl.30	126/90(R2)	20/12/90	71 WAIG 657
Cl.	1396A/91	18/12/91	72 WAIG 99
Ins. 1A	1752/91	31/01/92	72 WAIG 191
2A. Del.	1900/91	25/02/92	72 WAIG 778
Del. Sch 1. Ins Sch A & B	542/93	05/05/93	73 WAIG 1637
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
Ins. Appendix - Resolution...	693/96	16/07/96	76 WAIG 2768
Ins. Appendix - S.49B...	694/96	16/07/96	76 WAIG 2789
1A. Title	915/96	7/08/96	76 WAIG 3368
1A	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
Cl	397/04	24/3/06	86 WAIG 691
Corr preamble	397/04	02/05/06	86 WAIG 1157
Sch A; Del Sch B	4/09	03/04/09	89 WAIG 431

(2A. State Wage Principles - September 1989)

Cl.	967/88	12/04/89	69 WAIG 1489
Del.	1940/89	08/09/89	69 WAIG 2913
Cl.(Sept 1989)	1695/89	25/09/89	71 WAIG 1846
Cl.& title	1396A/91	18/12/91	72 WAIG 99

(2A. State Wage Principles - June 1991)

Del. Cl.	1900/91	25/02/92	72 WAIG 778

3. Scope

Cl	397/04	24/3/06	86 WAIG 691
Corr preamble	397/04	02/05/06	86 WAIG 1157

4. Term

Cl	397/04	24/3/06	86 WAIG 691
Corr preamble	397/04	02/05/06	86 WAIG 1157

5. Contract of Service

Cl.	1380/89(R)	18/12/89	70 WAIG 657
Ins. (5)	1396A/91	18/12/91	72 WAIG 99
Cl	397/04	24/3/06	86 WAIG 691
Corr preamble	397/04	02/05/06	86 WAIG 1157

(6. Casual Employees)

Cl & Title	397/04	24/3/06	86 WAIG 691
Corr preamble	397/04	02/05/06	86 WAIG 1157

6. Types of Employment

7. Hours

(8)	1380/89(R)	18/12/89	70 WAIG 657
Ins. (2)(d)	126/90(R2)	20/12/90	71 WAIG 657
Cl	397/04	24/3/06	86 WAIG 691
Corr preamble	397/04	02/05/06	86 WAIG 1157

8. Overtime

Ins. (4)	126/90(R2)	20/12/90	71 WAIG 657
Ins. (5)	397/04	24/3/06	86 WAIG 691
Corr preamble	397/04	02/05/06	86 WAIG 1157

9. Meal Money

Cl.	392B/87	19/04/88	68 WAIG 1046
Amd. Rates (1)	126/90(R2)	20/12/90	71 WAIG 657
(1) rates	1384(A)/96	12/11/96	77 WAIG 234
(1) rates	662/00	07/12/00	81 WAIG 255
(1)	1037/01	08/01/02	82 WAIG 234

(1)	994/02	28/01/03	83 WAIG 480
(1)	673/03	11/3/05	85 WAIG 1103

10. Public Holidays

(1)	615/84	29/01/86	66 WAIG 648
(6)	1380/89(R)	18/12/89	70 WAIG 757

11. Annual Leave

Ins.(13) & (14)	1380/89(R)	18/12/89	70 WAIG 757
Cl	397/04	24/3/06	86 WAIG 691
Corr preamble	397/04	02/05/06	86 WAIG 1157

(12. Absence Through Sickness)

(3)	1017/87	01/11/88	69 WAIG 2107
Cl & Title	397/04	24/3/06	86 WAIG 691
Corr preamble	397/04	02/05/06	86 WAIG 1157

12. Sick Leave

Ins. (10), (11), (12) & (13)	397/04	24/3/06	86 WAIG 691
Corr preamble	397/04	02/05/06	86 WAIG 1157

13. Long Service Leave

Cl	397/04	24/3/06	86 WAIG 691
Corr preamble	397/04	02/05/06	86 WAIG 1157

(14. Right of Entry)

Ins. Text	2053(1)/97	22/11/97	77 WAIG 3138
Cl & Title	397/04	24/3/06	86 WAIG 691
Corr preamble	397/04	02/05/06	86 WAIG 1157

14. Location Allowance

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. Order Schedule 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
Cl.	2/22	01/07/22	102 WAIG 427
Cl.	2/23	01/07/23	103 WAIG 523

(15. Board of Reference)

Cl & Title	397/04	24/3/06	86 WAIG 691
Corr preamble	397/04	02/05/06	86 WAIG 1157

(16. Under Rate Employees)

Cl & Title	397/04	24/3/06	86 WAIG 691
Corr preamble	397/04	02/05/06	86 WAIG 1157

15. Supported Wage System for Employees with Disabilities

(17. Travelling Time and Expenses)

Cl.	923/88	16/12/88	69 WAIG 551
(corrected clause)	923/88	18/12/88	69 WAIG 210
CL.	1695/89	25/09/89	71 WAIG 1846
(2) Sched. 1 & 2	199/90	08/01/91	71 WAIG 346
Sch (1),(2).	113/91	25/03/91	71 WAIG 1224

(2) Sched. 1 & 2	571/92	16/06/92	72 WAIG 565
(2)(c)	1384(B)/96	21/10/97	77 WAIG 3459
(2)(c)	662/00	07/12/00	81 WAIG 254
(2)(c)	1037/01	08/01/02	82 WAIG 234
(2)(c)	994/02	28/01/03	83 WAIG 480
(2)(c)	673/03	11/3/05	85 WAIG 1103
Cl & Title	397/04	24/3/06	86 WAIG 691
Corr preamble	397/04	02/05/06	86 WAIG 1157

16. Travelling Time and Expenses

(18. Time and Wages Record)

Ins. Text	2053(1)/97	22/11/97	71 WAIG 3138
Ins text.	491/98	16/04/98	78 WAIG 1563
Cl & Title	397/04	24/3/06	86 WAIG 691
Corr preamble	397/04	02/05/06	86 WAIG 1157

17. Employment Records

(19. Rates of Pay)

(wage index)	261/86	23/07/86	66 WAIG 1139
(wage index)	1195/86	10/03/87	67 WAIG 435
Cl.	392A/87	20/08/87	67 WAIG 1767
(wage increase)	1406/87	05/02/88	68 WAIG 949
Cl.	967/88	12/04/89	69 WAIG 1489
Cl.	1017/87	01/11/88	69 WAIG 2107
Cl.	1380/89(R)	18/12/89	70 WAIG 757
Cl.	126/90(R2)	20/12/90	71 WAIG 657
(1)-(5) Incl.; (7) & (8)	1396A/91	18/12/91	72 WAIG 99
Cl.	1541/93	31/01/94	74 WAIG 607
Cl.	1101/94	24/04/95	75 WAIG 1911
Cl.	311/96	31/05/96	76 WAIG 2390
(7) & (8) rates	1384(A)/96	12/11/96	77 WAIG 234
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177

Cl.	1102/98	20/07/98	79 WAIG 88
ASNA & Text(11)	609/99	01/08/99	79 WAIG 1847
(7) & (8)	888/99	07/09/99	79 WAIG 3026
Cl	654/00	01/08/00	80 WAIG 3379
(7)	662/00	07/12/00	81 WAIG 254
Cl	752/01	01/08/01	81 WAIG 1721
(7) & (8)	1037/01	08/01/02	82 WAIG 234
(1), (3), (4) & (5)	797/02	01/08/02	82 WAIG 1369
(7) & (8)	994/02	28/01/03	83 WAIG 480
Cl.	569/03	5/06/03	83 WAIG 1899 & 1951
Cl	570/04	4/06/04	84 WAIG 1521 & 1561
(7) & (8)	673/03	11/3/05	85 WAIG 1103
Cl.	576/05	07/07/05	85 WAIG 2083 & 2125
Cl	179/91	07/02/06	86 WAIG 287
Corr Order 19 (8)& (9)	179/91	07/02/06	86 WAIG 589
Renum Cl	397/04	24/3/06	86 WAIG 691
Corr preamble	397/04	02/05/06	86 WAIG 1157
Cl.	957/05	07/07/06	86 WAIG 1631 & 1679

18. Rates of Pay

Cl.	957/05	07/07/06	86 WAIG 1631 & 1679
Cl	115/07	01/07/08	88 WAIG 773 & 814
(1)	4/09	03/04/09	89 WAIG 431
Cl	1/09	01/10/09	89 WAIG 735 & 1226
Cl	2/10	01/07/10	90 WAIG 568 & 759
Cl	2/11	01/07/11	91 WAIG 1008 & 1179
Cl	2/12	01/07/12	92 WAIG 988
Cl.	1/13	01/07/13	93 WAIG 658
Cl.	1/14	01/07/14	94 WAIG 881
Cl.	1/15	01/07/15	95 WAIG 875
Cl.	1/16	01/07/16	96 WAIG 735
Cl.	1/17	01/07/17	97 WAIG 799
Cl.	1/18	01/07/18	98 WAIG 263 & 503

Cl.	1/19	01/07/19	99 WAIG 509 & 829
Cl.	1/20	01/01/21	100 WAIG 612
Cl.	1/21	01/07/21	101 WAIG 619
Cl.	1/22	01/07/22	102 WAIG 526
Cl.	1/23	01/07/23	103 WAIG 852

(19A. Minimum Wage)

(min wage increase)	261/86	23/07/86	66 WAIG 1139
(min wage increase)	1195/86	10/03/87	67 WAIG 435
(min wage increase)	1406/87	05/02/88	68 WAIG 949
(min wage increase)	730/88	01/10/88	68 WAIG 2412
(min wage increase	1940/89	01/10/89	69 WAIG 2913
Min. Wage $268.80	1309 & 1310/91	24/09/91	71 WAIG 2748
Min. Wage $275.50	415A/92	30/11/92	73 WAIG 4
Cl.	1101/94	24/04/95	75 WAIG 1911
Min.wage prov	940/97	14/11/97	77 WAIG 3177
Cl.	1102/98	20/07/98	79 WAIG 88
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 & 1951
(9)	1197/03	1/11/03	83 WAIG 3537
Cl	570/04	4/06/04	84WAIG 1521
Cl.	576/05	07/07/05	85 WAIG 2083 & 2125
Cl & Title	397/04	24/3/06	86 WAIG 691
Corr preamble	397/04	02/05/06	86 WAIG 1157
Cl.	1/07	01/07/07	87 WAIG 1487 & 1539

19. Minimum Adult Award Wage

Cl.	957/05	07/07/06	86 WAIG 1631 & 1679
Cl.	1/07	01/07/07	87 WAIG 1487 & 1539

Cl	115/07	01/07/08	88 WAIG 773 & 814
Cl	1/09	01/10/09	89 WAIG 735 & 1226
Cl	2/10	01/07/10	90 WAIG 568 & 759
Cl	2/11	01/07/11	91 WAIG 1008 & 1179
Cl	2/12	01/07/12	92 WAIG 988
Cl.	1/13	01/07/13	93 WAIG 658
Cl.	1/14	01/07/14	94 WAIG 881
Cl.	1/15	01/07/15	95 WAIG 875
Cl.	1/16	01/07/16	96 WAIG 735
Cl.	1/17	01/07/17	97 WAIG 799
Cl.	1/18	01/07/18	98 WAIG 263 & 503
Cl	1/19	01/07/19	99 WAIG 509 & 829
Cl	1/20	01/01/21	100 WAIG 612
Cl	1/21	01/07/21	101 WAIG 619
Cl	1/22	01/07/22	102 WAIG 526
Cl	1/23	01/07/23	103 WAIG 852

20. Protective Clothing and Uniforms

(5)&(6)	392A/87	20/08/87	67 WAIG 767
Amd. Rates (5) & (6)	126/90(R2)	20/12/90	71 WAIG 657
(5)&(6); Del (7)	1384(B)/96	21/10/97	77 WAIG 3459
(incorrect)(7) & (8)	888/99	07/09/99	79 WAIG 3026
Corr.(5)	888/99	07/09/99	79 WAIG 2673
(5)	662/00	07/12/00	81 WAIG 254
(5) & (6)	1037/01	08/01/02	82 WAIG 234
(5) & (6)	994/02	28/01/03	83 WAIG 480
(6)	673/03	11/3/05	85 WAIG 1103
Corr. (6)	673/03	11/03/05	85 WAIG 1389
Cl	397/04	24/3/06	86 WAIG 691
Corr preamble	397/04	02/05/06	86 WAIG 1157

21. Call Back

(22. Part Time Employees)

Cl & Title	397/04	24/3/06	86 WAIG 691
Corr preamble	397/04	02/05/06	86 WAIG 1157

22. Traineeships

23. Work on Saturdays, Sundays and Public Holidays

24. Night Work

25. Bereavement Leave

(1), Ins. (2), Renum. (3) (4) & (5)	397/04	24/3/06	86 WAIG 691
Corr preamble	397/04	02/05/06	86 WAIG 1157

(26. Maternity Leave)

Cl & Title	397/04	24/3/06	86 WAIG 691
Corr preamble	397/04	02/05/06	86 WAIG 1157

26. Parental Leave

27. Payment of Wages

(2)	1380/89(R)	18/12/89	70 WAIG 757

28. Definitions

Cl	397/04	24/3/06	86 WAIG 691
Corr preamble	397/04	02/05/06	86 WAIG 1157

29. Superannuation.

Ins. Cl.	444/90	06/09/90	70 WAIG 4031
(4)(c)	1843/90	06/09/90	71 WAIG 658
Ins. Text	599/98	30/06/98	78 WAIG 2559
(1)(a)	994/02	28/01/03	83 WAIG 480
Cl	397/04	24/3/06	86 WAIG 691
Corr preamble	397/04	02/05/06	86 WAIG 1157

(30. Structural Efficiency)

Ins. Cl.	126/90(R2)	20/12/90	70 WAIG 657
Cl. & title	1396A/91	18/12/91	72 WAIG 99

(30. Award Modernisation and Enterprise Consultation)

Cl & Title	397/04	24/3/06	86 WAIG 691
Corr preamble	397/04	02/05/06	86 WAIG 1157

30. Dispute Settlement Procedures

31. Right of Entry

Ins. Cl	397/04	24/3/06	86 WAIG 691
Corr preamble	397/04	02/05/06	86 WAIG 1157

32. Other Laws Affecting Employment

Ins. Cl	397/04	24/3/06	86 WAIG 691
Corr preamble	397/04	02/05/06	86 WAIG 1157

33. Where to go for Further Information

Ins. Cl	397/04	24/3/06	86 WAIG 691
Corr preamble	397/04	02/05/06	86 WAIG 1157

(Appendix - Resolution of Disputes Requirements)

Ins. Appendix	693/96	16/07/96	76 WAIG 2768
(1),(6), Del. (7)	2053/97	22/11/97	77 WAIG 3079
Del Appendix	397/04	24/3/06	86 WAIG 691
Corr preamble	397/04	02/05/06	86 WAIG 1157

(Schedule A - Parties to the Award)

Ins. Sch	542/93	05/05/93	73 WAIG 637
Text	888/99	07/09/99	79 WAIG 3026
Ins. Sch	662/00	07/12/00	81 WAIG 254
Corr	662/00	14/12/00	81 WAIG 332
Del Sch	4/09	03/04/09	89 WAIG 431

Schedule A - Named Parties to the Award

Ins Sch	4/09	03/04/09	89 WAIG 431
(Schedule of Respondents)			
Title & Sch.	1900/91	25/02/92	72 WAIG 778
(Schedule I - Respondents)			
Rename Sch	542/93	05/05/93	73 WAIG 1637
(Schedule B – Respondents)			
Ins. Sch.	662/00	07/12/00	81 WAIG 254
Sch	397/04	24/3/06	86 WAIG 691
Corr preamble	397/04	02/05/06	86 WAIG 1157
Del Sch	04/09	03/04/09	89 WAIG 431
(Appendix - S.49B - Inspection of Records Requirements)			
Ins. Appendix	694/96	16/07/96	76 WAIG 2789
Ins. Text	2053(1)/97	22/11/97	77 WAIG 3138
App.	491/98	16/04/98	78 WAIG 1471
Cl & Title	397/04	24/3/06	86 WAIG 691
Corr preamble	397/04	02/05/06	86 WAIG 1157