

# Breadcarters (Country) Award 1976

## 1. - TITLE

This award shall be known as the Breadcarters (Country) Award 1976, and replaces Awards No. 3 of 1934, 17 of 1945, 16 of 1941 and replaces that part of Award No. 35 of 1963 as it applies within a radius of five miles of the Post Office, Collie.

## 1B. - MINIMUM ADULT AWARD WAGE

- (1) No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.
- (2) The minimum adult award wage for full-time employees aged 21 or more is \$665.90 per week payable on and from the commencement of the first pay period on or after 1 July 2014.
- (3) The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case Decisions.
- (4) Unless otherwise provided in this clause adults employed as casuals, part-time employees or piece workers or employees who are remunerated wholly on the basis of payment by result shall not be paid less than pro rata the minimum adult award wage according to the hours worked.
- (5) Employees under the age of 21 shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award to the minimum adult award wage.
- (6) The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or Jobskill placements or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the Minimum Conditions of Employment Act 1993.
- (7) Liberty to apply is reserved in relation to any special category of employees not included here or otherwise in relation to the application of the minimum adult award wage.
- (8) Subject to this clause the minimum adult award wage shall –
  - (a) Apply to all work in ordinary hours.
  - (b) Apply to the calculation of overtime and all other penalty rates, superannuation, payments during any period of paid leave and for all purposes of this award.
- (9) **Minimum Adult Award Wage**

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2014 State Wage order decision. Any increase arising from the insertion of the minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

- (a) Notwithstanding the provisions of this clause, an apprentice, 21 years of age or more, shall not be paid less than \$572.20 per week on and from the commencement of the first pay period on or after 1 July 2014.
- (b) The rate paid in the paragraph above to an apprentice 21 years of age or more is payable on superannuation and during any period of paid leave prescribed by this award.
- (c) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.
- (d) Nothing in this clause shall operate to reduce the rate of pay fixed by the award for an adult apprentice in force immediately prior to 5 June 2003.

## 2. - ARRANGEMENT

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### 3. - SCOPE

This award shall apply to the workers classified in clause 6. - Wages, employed in or in connection with the delivery or conveyance of bread.

### 4. - AREA

This award shall apply to the area of Western Australia outside the radius of 28 miles from the G.P.O. Perth.

### 5. - TERM

The term of this award shall be 3 years from the date hereof.

### 6. - WAGES

- (1) The following shall be the rates of wages payable to employees covered by this Award. The total minimum weekly wage rate shall be the amount specified in the "Total Weekly Payment" column in this clause for the appropriate grade or sub-grade.

	Base Rate	Supplementary Payment	Safety Net Adjustment	Total Weekly Payment
	\$	\$	\$	\$
<b>Grade 1</b> Loader Yardperson	314.30	44.90	341.70	700.90
<b>Grade 2</b> Breadcarter in charge of rigid vehicle up to 4.5 tonnes Gross Vehicle Mass (GVM) or Gross Combination Mass (GCM) Loader in charge of automatic slicing and wrapping machine Breadcarter	327.70	46.80	342.20	716.70
<b>Grade 3</b> Breadcarter in charge of rigid vehicle 4.5 to 13.9 tonnes GVM or GCM	334.40	47.80	342.50	724.70
<b>Grade 4</b> Breadcarter in charge of rigid vehicle over 13.9 tonnes GVM or GCM up to 13 tonnes capacity	344.50	49.20	342.90	736.60
<b>Grade 5</b> Breadcarter in charge of rigid vehicle and trailer up to 22.4 tonnes GCM over 10 and up to 15 tonnes capacity	351.10	50.20	343.10	744.40

- (2) JUNIOR WORKERS:

The following percentage of the total wage payable to an adult worker for the class of work performed.

	%
If under 17 years of age	60
If 17 and under 18 years of age	70
If 18 and under 19 years of age	80
If 19 and under 20 years of age	90
If 20 years of age	Adult Rate

No junior under 17 years of age shall be permitted to be in sole charge of a motor vehicle.

A junior who is required to have a "B" class motor vehicle driver's license shall be paid the full adult rate.

(3) LEADING HANDS:

A leading hand appointed as such by the employer and placed in charge of:

- (a) Not less than three and not more than ten other workers shall be paid \$24.03 per week extra.
- (b) More than ten and not more than twenty other workers shall be paid \$35.88 per week extra.
- (c) More than twenty other workers shall be paid \$45.46 per week extra.

(4) Part-Time Workers: Part-time workers shall be paid at the rate of 20 per cent in addition to the rates prescribed for weekly hands. The minimum payment for a part-time worker shall be four hours in any day.

(5) CASUALS:

Casual hands shall be paid at the rate of 20 per cent in addition to the rates prescribed for weekly hands. The minimum payment to a casual hand shall be four hours in any day.

(6) COLLECTION OF MONIES:

Breadcarters who are required in any week to collect monies and account for them as part of their duties are to be paid \$6.37 per week in addition to the rates before-mentioned.

- (7) (a) Loaders who are required to commence working before 4.00 a.m. on any day shall be paid for each day so worked, an extra 30 per cent.
- (b) Loaders who are required to commence work between 4.01 a.m. and 7.00 a.m. on any day shall be paid an extra 15 per cent for each day so worked.
- (8) Bread Carters who are required to commence working before 7.00 a.m. on any day shall be paid an extra 15 per cent for each day so worked.

6A - SUPPLEMENTARY PAYMENT AND SAFETY NET ADJUSTMENT

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

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

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

- (2) The supplementary payment payable to an employee pursuant to the provisions of Clause 6. - Wages hereof shall be for all purposes of this Award.
- (3) The supplementary payments prescribed in Clause 6. - Wages hereof are in substitution for overaward payments as defined to the extent of any Award wage increase arising out of the application of minimum rates adjustments and broadbanding increases arising out of the September 1989 State Wage Decision.
- (4) "Overaward payment" is defined as the amount (whether it be termed overaward payment, attendance bonus, service increment, or any term whatsoever) which an employee would receive in excess of the award wage which applied immediately prior to the introduction of supplementary payments for the classification in which such employee is engaged. Provided that such payment should exclude overtime, shift allowances, penalty rates, disability allowances, fares and travelling time allowances and any other ancillary payments of a like nature prescribed by this Award.
- (5) Supplementary payments set out in Clause 6. - Wages hereof represent payment in lieu of equivalent overaward payments.

"Overaward Payment" is defined as the amount (whether it be termed "overaward payment", attendance bonus", "service increment" or any term whatsoever) which an employee would receive in excess of the "award wage" which applied prior to the decision of the Western Australian Industrial Relations Commission dated 24 December, 1993 (Application No. 1457 of 1993) for the classification in which such employee is engaged. Provided that such payment shall exclude overtime, shift allowances, penalty rates, disability allowances, fares and travelling time allowances and any other ancillary payments of a like nature prescribed by the Award.

#### 7. - HOURS

- (1) Subject to the provisions of this subclause and Clauses 7A. - Implementation of 38 Hour Week, 7B. - Procedures for In-Plant Discussions and 7C. - Hours Transition Provision, of this award the ordinary hours of work shall be an average of 38 per week to be worked on one of the following basis.
  - (a) 38 hours within a work cycle not exceeding seven consecutive days; or
  - (b) 76 hours within a work cycle not exceeding 14 consecutive days; or
  - (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
  - (d) 152 hours within a work cycle not exceeding 28 consecutive days.
- (2) The ordinary hours of work shall consist of work performed over a period of eight consecutive hours on each working day unless agreed between the employer and the majority of his employees in the plant or section or sections concerned.
- (3) The ordinary hours of work may be worked from Monday to Saturday inclusive.
- (4) All ordinary hours worked on a Saturday shall be paid at the rate of time and one half.
- (5) In any week in which one award holiday occurs on an ordinary working day, the hours of work shall be thirty-three and twenty minutes, and in any week in which two award holidays occur on ordinary working days, the hours of work shall be twenty-six hours twenty minutes.

#### 7A. - IMPLEMENTATION OF 38 HOUR WEEK

- (1) Except as provided in subclause (4) of this clause, the method of implementation of the 38 hour week may be any one of the following:-
  - (a) by employees working less than 8 ordinary hours each day; or
  - (b) by employees working less than 8 ordinary hours on one or more days each week; or
  - (c) by fixing one day of ordinary working hours on which all employees will be off duty during a particular work cycle; or
  - (d) by rostering employees off duty on various days of the week during a particular work cycle so that each employee has one day of ordinary working hours off duty during that cycle.
  - (e) Any day off duty shall be arranged so that it does not coincide with a holiday prescribed in subclause (1) of Clause 9. - Holidays of this Award.
- (2) An assessment should be made as to which method of implementation best suits the business and the proposal shall be discussed with the employees concerned, the objective being to reach agreement on the method of implementation prior to October 18, 1986.
- (3) In the absence of an agreement at plant level, the procedure for resolving special anomalous or extraordinary problems shall be applied in accordance with Clause 28. - Settlement of Disputes Procedures of this award. The procedure shall be applied without delay.
- (4) Different methods of implementation of a 38 hour week may apply to various groups or sections of employees in the plant or establishment concerned.
- (5) Notice of Days Off Duty

Except as provided in subclause (6) of this clause, in cases where, by virtue of the arrangement of his ordinary working hours, an employee, in accordance with paragraphs (c) and (d) of subclause (1) of this clause, is entitled to a day off duty during his work cycle, such employee shall be advised by the employer at least four weeks in advance of the day he is to take off duty.
- (6)
  - (a) An employer, with the agreement of the majority of employees concerned, may substitute the day an employee is to take off in accordance with paragraphs (c) and (d) of subclause (1) of this clause, for another day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.
  - (b) An employer and employee may by agreement substitute the day the employee is to take off for another day.
  - (c) An employer and employee may, by agreement, allow rostered days off work to accumulate, and such accumulated days shall be taken at a mutually convenient time.

#### 7B. - PROCEDURES FOR IN-PLANT DISCUSSIONS

- (1) Procedures shall be established for in-plant discussions, the objective being to agree on the method of implementing a 38-hour week in accordance with Clauses 7. - Hours and 7A. - Implementation of 38 Hour Week of this award and shall entail an objective review of current practices to establish where improvements can be made and implemented.
- (2) The procedures should allow for in-plant discussions to continue even though all matters may not be resolved by October 18, 1986.

- (3) The procedures should make suggestions as to the recording of understandings reached and methods of communicating agreements and understandings to all employees, including the overcoming of language difficulties.
- (4) The procedures should allow for the monitoring of agreements and understandings reached in-plant.
- (5) In cases where agreement cannot be reached in-plant in the first instance or where problems arise after initial agreements or understandings have been achieved in-plant, a formal monitoring procedure shall apply. The basic steps in this procedure shall be as provided in Clause 28. - Settlement of Disputes Procedures of this award.

#### 7C. - HOURS TRANSITION PROVISION

- (1) The concept of a 38-hour week shall operate from July 18, 1986, however in recognition of the difficulties associated with its introduction the employer may implement the 38-hour week after that date provided that such implementation shall occur no later than October 18, 1986.
- (2) Where the employer implements the 38-hour week at a date later than July 18, 1986 an employee shall become entitled to a payment at the date of implementation which shall accrue at the rate of two ordinary hours' pay for each week of 40 ordinary hours that is worked after July 18, 1986. Provided that in any such week where less than 40 ordinary hours are worked then the rate of two ordinary hours' pay shall be reduced proportionately except where an employee is absent from duty in a circumstance that entitles him to payment for the absence pursuant to other provisions of this award.

#### 8. - OVERTIME

- (1) All overtime shall be paid for, in addition to the ordinary wage, at the rate of time and one half for the first two hours and double time thereafter.
- (2) Overtime shall be paid for all time on duty except any which stands alone, in excess of the hours prescribed in Clause 7. - Hours of this Award.
- (3) All time worked in excess of ten hours on a double delivery day or in excess of twelve hours on a treble or quadruple delivery day shall stand alone and be deemed overtime and shall be paid at the rate of double time.
- (4) Notwithstanding anything contained herein:-
  - (a) No organisation, party to this Award, or workers covered by this award shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.
  - (b) Any employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirements.
  - (c) No worker shall be allowed to resume work until the worker has had a clear ten hours off.

#### 9. - HOLIDAYS

- (1)
  - (a) Subject to subclause (3) of this clause, the following days or the days observed in lieu thereof shall be granted as holidays to all workers without deduction of pay, namely - New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Anzac Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.
  - (b) Where Christmas Day or New Year's Day fall on a Saturday or a Sunday, such holiday shall be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or Monday such holiday shall be observed on the next succeeding Tuesday, in each case the

substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.

- (2) Any worker who is absent from work for any cause other than sickness (proof shall lie on the worker) on the working day immediately before or the working day immediately following any of the days mentioned in subclause (1) hereof shall not be entitled to payment for the holiday.
- (3) Workers may be required to work on the loading and delivery of bread only on Australia Day, Foundation Day, Sovereign's Birthday and on New Year's Day and Anzac Day when those days are observed on a Monday in which case an additional day on full pay shall be added to the annual leave of the worker or payment of one and a half day's pay for such holiday shall be made to the worker. Provided that volunteers shall have the first option of working on the foregoing holidays. Provided further that if as a result of the worker's own default only part of a day is worked by the worker any such additional pay or leave shall be equivalent only to the time actually worked on such day.

#### 10. - PAYMENT OF WAGES

- (1) (a) Wages shall be paid weekly on a Wednesday, Thursday or Friday. No employer shall hold more than two days wages in hand, except for circumstances agreed between the Union and the employer to be beyond the employer's control.  
(b) All wages shall be paid enclosed in an envelope, which shall be clearly endorsed on the outside with the particulars hereunder:
  - (i) Name
  - (ii) Hourly Rate
  - (iii) Overtime
  - (iv) Allowances
  - (v) Penalties
  - (vi) Gross Wages
  - (vii) Deductions
  - (viii) Nett Wage

Provided that at the option of the employer, the particulars mentioned may be stated on a slip of paper and included in the envelope.

- (2) By agreement between the employer and the majority of employees at each yard, depot or garage, wages may be paid by direct electronic funds transfer into an employee's bank (or other recognised financial institution) account. Where wages are paid in cash, payment may be made during the employees time provided that the employee is kept waiting no longer than 15 minutes. Waiting time in excess of 15 minutes shall be paid at overtime rates.

- (3) From the date that a 38-hour week system is implemented by an employer wages shall be paid as follows:-

- (a) Actual 38 ordinary hours

In the case of an employee whose ordinary hours of work are arranged in accordance with paragraph (a) or (b) of subclause (1) of Clause 7A. - Implementation of 38 Hour Week of this award so that he works 38 ordinary hours each week, wages shall be paid according to the actual ordinary hours worked each week.

- (b) Average 38 ordinary hours

Subject to subclauses (3) and (4) of this clause, in the case of an employee whose ordinary hours of work are arranged in accordance with paragraph (c) or (d) of subclause (1) of Clause 7A. - Implementation of 38 Hour Week of this award, so that he works an average of 38 ordinary hours each week during a particular work cycle, wages shall be paid according to a



weekly average of ordinary hours worked even though more or less than 38 ordinary hours may be worked in any particular week of the work cycle.

#### SPECIAL NOTE - Explanation of Averaging System

As provided in paragraph (b) of this subclause an employee whose ordinary hours may be more or less than 38 in any particular week of a work cycle, is to be paid his wages on the basis of an average of 38 ordinary hours so as to avoid fluctuating wage payments each week. An explanation of the averaging system of paying wages is set out below:

- (i) Clause 7A. - Implementation of the 38 Hour Week in subclause (1) paragraphs (c) and (d) provide that in implementing a 38-hour week the ordinary hours of an employee may be arranged so that he is entitled to a day off, on a fixed day or rostered day basis, during each work cycle. It is in these circumstances that the averaging system would apply.
- (ii) If the 38-hour week is to be implemented so as to give an employee a day off in each work cycle this would be achieved if, during a work cycle of 28 consecutive days (that is, over four consecutive weeks) the employee's ordinary hours were arranged on the basis that for three of the four weeks he worked 40 ordinary hours each week and in the fourth week he worked 32 ordinary hours. That is, he would work for 8 ordinary hours each day, Monday to Friday inclusive for three weeks and 8 ordinary hours on four days only in the fourth week - a total of 19 days during the work cycle.
- (iii) In such a case the averaging system applies and the weekly wage rates for ordinary hours of work applicable to the employee shall be the average weekly wage rates set out for the employee's classification in Clause 6. - Wages of this award, and shall be paid each week even though more or less than 38 ordinary hours are worked that week.

In effect, under the averaging system, the employee accrues a "credit" each day he works actual ordinary hours in excess of the daily average which would otherwise be 7 hours 36 minutes. This "credit" is carried forward so that in the week of the cycle that he works on only four days, his actual pay would be for an average of 38 ordinary hours even though, that week, he works a total of 32 ordinary hours.

Consequently, for each day an employee works 8 ordinary hours he accrues a "credit" of 24 minutes (0.4 hours). The maximum "credit" the employee may accrue under this system is 0.4 hours on 19 days; that is, a total of 7 hours 36 minutes.

- (iv) As provided in subclause (3) of this clause, an employee will not accrue a "credit" for each day he is absent from duty other than on annual leave, long service leave, holidays prescribed under this award, paid sick leave, workers' compensation or bereavement leave.

#### (4) Absences from Duty

- (a) An employee whose ordinary hours are arranged in accordance with paragraph (c) or (d) of subclause (1) of Clause 7A. - Implementation of 38 Hour Week of this award and who is paid wages in accordance with paragraph (a) of subclause (2) of this clause and is absent from duty (other than on annual leave, long service leave, holidays prescribed under this award, paid sick leave, workers' compensation or bereavement leave) shall, for each day he is so absent, lose average pay for that day calculated by dividing his average weekly wage rate by 5.

An employee who is so absent from duty for part of a day shall lose average pay for each hour he is absent by dividing his average daily pay rate by 8.

#### 11. - SHORTAGES AND CHANGE MONEY

- (1) A worker with a shortage debited against him shall be allowed to check his books and sheets and any previous relevant books or sheets.
- (2) The employer may deduct any shortage from any wages due or otherwise recover the amount from him.
- (3) Employer to advise workers of any shortages on a daily basis on the next working day.
- (4) If shortages exceed \$100.00 in any week, a worker with the consent of the Union may agree to allow such shortages to carry over for one more week before being deducted.
- (5) In the absence of consent referred to in (3) such shortages shall be deducted on a weekly basis.
- (6) A worker shall not be required to use nor shall he use his own money for the purpose of giving change.

## 12. - POSTING AWARD

An employer shall place a copy of this award in a convenient place where the industry is being carried on where it is easily accessible to the workers.

## 13. - DEFINITIONS

- (1) "Bread Carter" shall mean an employee appointed as such who may be required to perform incidental and peripheral work of a general nature in addition to the following specific duties:
  - .delivery and conveying of bread and associated products
  - .loading and packing of vehicle
  - .maintain the vehicle in a clean condition and carry out minor maintenance/checking to maintain the vehicle in a roadworthy condition
  - .collect crates
  - .maintain the paperwork associated with the load and sales
  - .merchandise products by delivery and replenishing of stock in retail outlets.
- (2) "Casual Hand" shall mean a worker who is dismissed through no fault of his own within one week of commencing employment.
- (3) "Junior" shall mean any person in receipt of less than the adult wage.
- (4) "Yardperson" shall mean an employee appointed as such who may be required to perform general duties in and around the bakery and which may involve cleaning and crate washing.
- (5) "Loader" shall mean and include a worker engaged in the sorting, packing, wrapping, slicing or loading of bread.
- (6) "Gross Combination Mass" means:
  - (a) in the case of an articulated truck or trailer combination:

the maximum permissible mass (whether described as the gross train mass or otherwise) for the motor vehicle and the trailer(s) or semi-trailer(s) attached to it, together with the load carried on each, as stated in any certificate that is issued in respect of the motor vehicle by the relevant Authority or by the corresponding authority of another State or Territory or that is required by law to be painted or displayed on the motor vehicle; and

(b) in any other case -

the maximum permissible mass (whether described as the gross vehicle mass or otherwise) for the motor vehicle and its load (including any trailer and its load) as stated in a certificate of registration or other certificate that is issued in respect of the motor vehicle by the relevant Authority or by the corresponding authority of another State or Territory or that is required by law to be painted or displayed on the motor vehicle.

(c) this definition is inclusive of that for "Gross Vehicle Mass".

#### 14. - ANNUAL LEAVE

- (1) Except as hereinafter provided, a period of four consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve months continuous service with that employer.
- (2)
  - (a) During a period of annual leave a worker shall be paid a loading of 17½ per cent calculated on his ordinary wage as prescribed.
  - (b) The loading prescribed by this subclause shall not apply to proportionate leave on termination.
- (3) If any award holiday falls within a worker's period of annual leave and is observed on a day which in the case of that worker would have been an ordinary working day, there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid.
- (4) Any time in respect of which a worker is absent from work, except time for which he is entitled to claim sick pay, or time spent on holidays or annual leave as prescribed by this award, shall not count for the purpose of determining his right to annual leave.
- (5)
  - (a) A worker whose employment terminates after he has completed a twelve monthly qualifying period and who has not been allowed the leave prescribed under this clause in respect of that qualifying period shall be given payment in lieu of that leave or, in a case to which subclause (7) of this clause applies, in lieu of so much of that leave as has not been allowed unless -
    - (i) he has been justifiably dismissed for misconduct; and
    - (ii) the misconduct for which he has been dismissed occurred prior to the completion of that qualifying period.
  - (b) If, after one month's continuous service in any qualifying twelve monthly period, a worker lawfully leaves his employment, or his employment is terminated by the employer through no fault of the worker, the worker shall be paid 3.08 hours' pay at the ordinary rate of wages in respect to each completed week of continuous service.
- (6) In the event of a worker being employed by an employer for portion only of a year, he shall only be entitled, subject to subclause (5) hereof to such leave on full pay as is proportionate to his length of service during that period with such employer and if such leave is not equal to the leave given to the other workers he shall not be entitled to work or pay whilst the other workers of such employer are on leave on full pay.
- (7) In special circumstances and by mutual consent of the employer, the worker and the Union, annual leave may be taken in not more than two periods.
- (8) The provisions of this clause shall not apply to casual workers.
- (9) Short-term Annual Leave

An employee may request and, with the consent of the employer, take short-term Annual Leave, not exceeding four days in any calendar year, at a time or times separate from any of the periods determined in accordance with subclause (7).

- (10) An employer may require Annual Leave to be taken within 12 months of it becoming due. An employee, in following the requirement of an employer pursuant to this subclause, may take all Annual Leave due including any pro-rata or proportionate entitlement due.

#### 15. - PAYMENT FOR SICKNESS

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

- (i) Employee who actually works 38 ordinary hours each week

An employee whose ordinary hours of work are arranged in accordance with paragraph (a) or (b) of subclause (1) of Clause 7A. - Implementation of 38 Hour Week of this award so that he actually works 38 ordinary hours each week shall be entitled to payment during such absence for the actual ordinary hours absent.

- (ii) employee who works an average of 38 ordinary hours each week

An employee whose ordinary hours of work are arranged in accordance with paragraph (c) or (d) of subclause (1) of Clause 7A. - Implementation of 38 Hour Week of this award so that he works an average of 38 ordinary hours each week during a particular work cycle shall be entitled to pay during such absence calculated as follows:-

duration of absence                      x    appropriate weekly rate

ordinary hours normally              5  
worked that day

An employee shall not be entitled to claim payment for personal ill health or injury nor will his sick leave entitlement be reduced if such ill health or injury occurs on the week day he is to take off duty in accordance with paragraph (c) or (d) of subclause (1) of Clause 7A. - Implementation of 38 Hour Week of this award.

- (b) Notwithstanding the provisions of paragraph (a) of this subclause an employer may adopt an alternative method of payment of sick leave entitlements where the employer and the majority of his employees so agree.
- (c) Entitlement to payment shall accrue on a pro rata weekly basis.
- (d) If in the first or successive years of service with the employer an employee is absent of the ground of personal ill health or injury for a period longer than his entitlement to paid sick leave, payment may be adjusted at the end of that year of service, or at the time the employee's services terminate, if before the end of that year of service, to the extent that the employee has become entitled to further paid sick leave during that year of service.
- (2) The unused portions of the entitlement to paid sick leave in any one year shall accumulate from year to year and subject to this clause may be claimed by the worker if the absence by reasons of personal ill health or injury exceeds the period for which entitlement has accrued during the year at the time of the absence. Provided that a worker shall not be entitled to claim payment for any period exceeding ten weeks in any one year of service.
- (3) To be entitled to payment in accordance with this clause the worker shall as soon as reasonably practicable advise the employer of his inability to attend for work, the nature of his illness or injury and

the estimated duration of the 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.

- (4) The provisions of this clause do not apply to a worker who fails to produce a certificate from a medical practitioner dated at the time of the absence or who fails to supply such other proof of the illness or injury as the employer may reasonably require provided that the worker shall not be required to produce a certificate from a medical practitioner with respect to absences of two days or less unless after two such absences in any year of service the employer requests in writing that the next and subsequent absences in that year if any, shall be accompanied by such certificate.
- (5)
  - (a) Subject to the provisions of this subclause, the provisions of this clause apply to a worker who suffers personal ill health or injury during the time when he is absent on annual leave and a worker may apply for and the employer shall grant paid sick leave in place of paid annual leave.
  - (b) Application for replacement shall be made within seven days of resuming work and then only if the worker was confined to his place of residence or a hospital as a result of his personal ill health or injury for a period of seven consecutive days or more and he produces a certificate from a registered medical practitioner that he was so confined. Provided that the provisions of this paragraph do not relieve the worker of the obligation to advise the employer in accordance with subclause (3) of this clause if he is unable to attend for work on the working day next following his annual leave.
  - (c) Replacement of paid annual leave by paid sick leave shall not exceed the period of paid sick leave to which the worker was entitled at the time he proceeded on annual leave and shall not be made with respect to fractions of a day.
  - (d) Where paid sick leave has been granted by the employer in accordance with paragraphs (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid sick leave is hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the worker or, failing agreement, shall be added to the worker's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions of clause 14 - 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 14. - Annual Leave shall be deemed to have been paid with respect to the replaced annual leave.
- (6) Where a business has been transmitted from one employer to another and the worker's service has been deemed continuous in accordance with subclause (3) of clause (2) of the Long Service Leave provisions published in volume 59 of the Western Australian Industrial Gazette at pages 1-6, the paid sick leave standing to the credit of the worker at the date of transmission from service with the transmittor shall stand to the credit of the worker at the commencement of service with the transmittee and may be claimed in accordance with the provisions of this clause.
- (7) The provisions of this clause with respect to payment do not apply to workers who are entitled to payment under the Workers' Compensation Act nor to workers whose injury or illness is the result of the worker's own misconduct.
- (8) The provisions of this clause do not apply to casual workers.

## 16. - ENGAGEMENT

- (1)
  - (a) Notice of termination by employer
    - (i) In order to terminate the employment of an employee (other than a casual employee) the employer shall give to the employee the following notice:

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

- (ii) In addition to the notice provided in subclause (i), employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- (iii) Payment in lieu of the notice prescribed in subclauses (i) and if applicable (ii) shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and providing part payment in lieu thereof.
- (iv) In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her employment not been terminated shall be used.
- (v) **Summary Dismissal**

The employer has the right to dismiss any employee without notice for serious misconduct and in such cases any entitlements under this award are to be paid up to the time of dismissal only. The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, (in which case the wages shall be paid up to the time of dismissal only), or in the case of casual employees, probationary employees, trainees or employees engaged for a specific period of time or for a specific task or tasks.

(b) **Notice of termination by employee**

- (i) The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned. Provided that the employer and employee may agree to a lesser notice period to suit individual circumstances.
- (ii) If an employee fails to give notice the employer shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

- (2) In the case of casual workers the contract of service shall be by the hour and shall be terminable by one hour's notice on either side or by the payment or forfeiture as the case may be of one hour's wages.
- (3) This clause does not affect the right to dismiss for misconduct in which case wages shall be paid up to the time of dismissal.
- (4)
  - (a) An employer may direct an employee to carry out such duties as are within limits of the employee's skill, competence and training consistent with the classification structure of this award, provided that such duties are not designed to promote deskilling.
  - (b) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been trained in the use of such tools and equipment.
  - (c) Any direction issued by an employer pursuant to paragraphs (a) and (b) shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

### 17. - MEAL AND REST BREAKS

(1) Meal Break

A meal interval of not less than 30 minutes nor more than one hour shall be allowed to and taken by each worker daily to commence at any time between the end of the fourth hour of the days work and the end of five and one half hours work from the commencement of such work.

(2) Rest Break

An employee shall be entitled to a rest period of ten minutes, after eight hours of work in any shift and a further rest period of ten minutes for every two hours worked thereafter in that shift.

Such rest periods shall count as part of the time worked and shall be taken at a time to suit the convenience of the employer and the employee either before or after the entitlement accrues.

### 18. - TIME AND WAGES RECORDS

A time and wages record shall be kept by the employer in a place readily accessible to each worker in which such worker shall enter time he starts and finishes work each day, the times during which the meal interval is taken, the hours worked each week and the amount of wages received, together with his signature for same. Such book shall be open for inspection during ordinary working hours by a duly accredited official of either the applicant or respondent union and he shall be allowed to take extracts therefrom. "Provided that before exercising a power of inspection the representative shall give reasonable notice of not less than 24 hours to the employer. If for any reason the book be not available at the bakehouse when the official calls to inspect it, it shall be made available for inspection within twelve hours. Any system of automatic recording by mechanical means shall be deemed a compliance with this clause, to the extent of the information recorded.

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

### 19. - LEARNING A ROUND

During the first ten working days an employer shall be permitted to reduce the prescribed wage of a breadcarter of 21 years of age and over to the Minimum Wage whilst such worker is learning a round.

### 20. - JUNIOR WORKERS

Junior workers, upon being engaged, shall if required, furnish the employer with a certificate containing the following particulars:-

- (a) Name in full
- (b) Age and date of birth
- (c) Name of each previous employer
- (d) Class of work performed for each previous employer.

No worker shall have any claim upon any employer for additional pay in the event of the age of the worker being wrongly stated on the certificate, and in such case, the employer shall not be guilty of a breach of this award.

## 21. - BREAKDOWNS

The employer shall be permitted to deduct payment for any day or portion of a day upon which the worker cannot be usefully employed because of any strike by the union or of the unions affiliated with it, or by any other association or union or through the breakdown of the employer's machinery but not including the breakdown of a vehicle used in the delivery of bread, or any stoppage of work by any cause which the employer cannot reasonably prevent.

## 22. - LONG SERVICE LEAVE

The long service leave provisions set out in Volume 66 of the "Western Australian Industrial Gazette" at pages 1 to 4 both inclusive are hereby incorporated in and shall be deemed to be part of this award.

## 23. - PART-TIME WORKERS

- (1) Part time breadcarters may be employed for periods of less than thirty eight hours in any week. Provided that any such periods of employment shall be on a regular weekly basis.
- (2) Notwithstanding anything contained in this award, an employer may employ workers as part time loaders for a period of less than thirty eight ordinary hours in any week on a shift immediately preceding and during the days known as "Multiple Delivery Days".
- (3) Part time workers shall be paid as for four hours at least for each shift worked.
- (4) Part time workers shall be paid an additional 20 per cent upon the appropriate rate prescribed in subclauses (1), (2), (3), (4) and (5) of Clause 6. - Wages of this award.
- (5) The contract of service of part time workers shall be by the hour and shall be terminable by one hour's notice on either side or by payment or forfeiture of one hour's pay as the case may be.
- (6) The provisions of Clauses 7. - Hours, 9. - Holidays, 14. - Annual Leave, 15. - Payment for Sickness and 22. - Long Service Leave shall not apply to part time workers.

## 24. - BEREAVEMENT LEAVE

- (1) A worker shall on the death of a spouse or de facto spouse, a child or step-child, a parent or step-parent, a brother, a sister or any other person who, immediately before that person's death, lived with the worker as a member of the worker's family, be entitled on notice of leave up to and including the day of the funeral of such relation and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the worker in two ordinary working days. Proof of such death shall be furnished by the worker to the satisfaction of his employer.
- (2) Payment in respect of compassionate leave is to be made only where the worker otherwise would have been on duty and shall not be granted in any case where the worker concerned would have been off duty in accordance with any shift roster, or on long service leave, annual leave, sick leave, worker's compensation, leave without pay or on a public holiday.

## 25. - AIR CONDITIONING

- (1) Subject to the exclusions contained in subclause (3) of this clause, where the employer commences to lease or renew a lease or first purchase a motor vehicle after 29th July, 1982 for use by an employee working under the terms of this award, such motor vehicle shall be fitted with and continue to be fitted with a refrigerated air conditioning unit in reasonable working order.
- (2) Subject to the exclusions contained in subclause (3) of this clause, where the employer commenced to lease or renewed a lease or first purchased a motor vehicle before 29th July, 1982, for use by an



employee working under the terms of this award, such motor vehicle shall be fitted with a refrigerated air conditioning unit in reasonable operating order before 1st November, 1984.

- (3) Provided that subclauses (1) and (2) of this clause shall not apply:-
- (a) if the employer, the employee and the union mutually agree in writing that an air conditioning unit should not be provided in respect of a particular vehicle. A copy of any such agreement shall be provided to the employer, the employee and the union;
  - (b) to an employer in respect to an employee using a motor vehicle where such employee works solely outside of the summer months of the year;
  - (c) to an employer in respect to an employee using a motor vehicle in any sector of Western Australia south of 26th parallel of latitude in respect of which the provision of an air conditioning unit is mutually agreed in writing between the employer, the worker and the union to be inappropriate. Where no agreement is reached the matter shall be determined by the Commission;
  - (d) to an employer in respect to an employee using a motor vehicle in any sector of Western Australia south of the 26th parallel of latitude where the nature of deliveries in the industry involves a substantial number of short duration stops which significantly affect the capability of an air conditioning unit in reducing the heat disability. This exclusion applies to van driver/salesmen of all descriptions and small order deliveries and pickups of all descriptions. Any dispute as to the application of this paragraph shall be determined by the Commission.

#### 26. – PARENTAL LEAVE

- (1) (a) The provisions of this clause apply to full-time and regular part-time employees, but do not apply to casual employees.
- (b) Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.
- (2) Definitions
- (a) For the purpose of this clause child means a child of the employee under the age of one year except for adoption of a child where 'child' means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
  - (b) Subject to 26(2)(c), in this clause spouse includes a de facto or former spouse.
  - (c) In relation to 26(7), spouse includes a de facto spouse but does not include a former spouse.
- (3) Basic entitlement
- (a) After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.
  - (b) Subject to 26(5) parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take.
    - (i) For maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;
    - (ii) For adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

(4) Maternity leave

- (a) An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
  - (i) Of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) – at least ten weeks;
  - (ii) Of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.
- (b) When the employee gives notice under 26(4)(a)(i) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- (c) An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- (d) Subject to 26(3)(a) and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- (e) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

(5) Special maternity leave

- (a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
  - (i) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
  - (ii) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.
- (b) Where leave is granted under 26(4)(d) during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that the time does not exceed four weeks from the re-commencement date desired by the employee.

(6) Paternity leave

- (a) An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave:
- (b) That a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

- (i) Written notification of the dates on which he proposes to start and finish the period of paternity leave; and
  - (ii) A statutory declaration stating:
  - (iii) He will take that period of paternity leave to become the primary care-giver of a child;
  - (iv) Particulars of any period of maternity leave sought or taken by his spouse; and
  - (v) That for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.
- (c) The employee will not be in breach of 26(6) (a) if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

(7) Adoption leave

- (a) The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- (b) Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
  - (i) The employee is seeking adoption leave to become the primary care-giver of the child;
  - (ii) Particulars of any period of adoption leave sought or taken by the employee's spouse; and
  - (iii) That for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- (c) An employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- (d) Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- (e) An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- (f) An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

(8) Variation of period of parental leave

Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.

(9) Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks.

(10) Transfer to a safe job

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

(b) If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

(11) Returning to work after a period of parental leave

(a) An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

(b) An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 10, the employee will be entitled to return to the position they held immediately before such transfer.

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

27. - LOCATION ALLOWANCES

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

<u>TOWN</u>	<u>PER WEEK</u>
Agnew	\$20.60
Argyle	\$54.90
Balladonia	\$21.10
Barrow Island	\$35.70
Boulder	\$8.70
Broome	\$33.10
Bullfinch	\$9.70
Carnarvon	\$17.00
Cockatoo Island	\$36.30
Coolgardie	\$8.70
Cue	\$21.10
Dampier	\$28.80
Denham	\$17.00
Derby	\$34.40
Esperance	\$6.00
Eucla	\$23.10
Exmouth	\$30.10

Fitzroy Crossing	\$41.70
Goldsworthy	\$17.80
Halls Creek	\$48.10
Kalbarri	\$7.30
Kalgoorlie	\$8.70
Kambalda	\$8.70
Karratha	\$34.50
Koolan Island	\$36.30
Koolyanobbing	\$9.70
Kununurra	\$54.90
Laverton	\$21.00
Learmonth	\$30.10
Leinster	\$20.60
Leonora	\$21.00
Madura	\$22.10
Marble Bar	\$53.10
Meekatharra	\$18.20
Mount Magnet	\$22.80
Mundrabilla	\$22.60
Newman	\$19.80
Norseman	\$18.10
Nullagine	\$53.00
Onslow	\$35.70
Pannawonica	\$26.80
Paraburdoo	\$26.70
Port Hedland	\$28.60
Ravensthorpe	\$10.90
Roebourne	\$39.70
Sandstone	\$20.60
Shark Bay	\$17.00
Shay Gap	\$17.80
Southern Cross	\$9.70
Telfer	\$48.90
Teutonic Bore	\$20.60
Tom Price	\$26.70
Whim Creek	\$34.20
Wickham	\$33.00
Wiluna	\$20.80
Wittenoom	\$46.90
Wyndham	\$51.50

(2) Except as provided in subclause (3) of this clause, an employee who has:

- (a) a dependant shall be paid double the allowance prescribed in subclause (1) of this clause;
- (b) a partial dependant shall be paid the allowance prescribed in subclause (1) of this clause plus the difference between that rate and the amount such partial dependant is receiving by way of a district or location allowance.

(3) Where an employee:

- (a) is provided with board and lodging by his/her employer, free of charge; or
- (b) is provided with an allowance in lieu of board and lodging by virtue of the award or an order or agreement made pursuant to the Act;

such employee shall be paid  $66\frac{2}{3}$  per cent of the allowances prescribed in subclause (1) of this clause.

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

#### 28. - SETTLEMENT OF DISPUTES PROCEDURES

- (1) Any grievance, complaint, claim or dispute, or any matter which is likely to result in a dispute, between any party to this award, shall be subject to discussion procedures which ensure that the parties are promptly and fully informed of the issues involved, and any differences arising therefrom shall be discussed with a view to avoid industrial action.
- (2) The employer shall advise the accredited representatives of the union of any proposed changes in the normal pattern of working arrangements affecting members and if the matter is not resolved the general machinery provisions of this clause shall apply.
- (3) Where an employee or the job steward has submitted a request concerning any matter directly connected with employment to a foreman, or a more senior representative of management, and that request has been refused, the employee may, if he so desires, ask the job steward to submit the matter to management and the matter may then be submitted by the job steward to the depot or area supervisor.

- (4) If not settled at this stage the matter shall be the subject of formal discussion between the union and the employer.
- (5) Should the issue remain in dispute either party may refer the matter to the Western Australian Industrial Relations Commission for arbitration.
- (6) The settlement procedures provided by this clause shall be applied to all manner of disputes referred to in subclause (1) of this clause, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party, or individual, in dispute to refer the matter for resolution by the Western Australian Industrial Relations Commission.

#### 29. - AWARD MODERNISATION

- (1) The parties are committed to modernising the terms of the Award so that it provides for more flexible working arrangements, improves the quality of working life, enhances skills and job satisfaction and assists positively in the restructuring process.
- (2) In conjunction with testing the new award structure, the union is prepared to discuss all matters raised by the employers for increased flexibility. As such any discussion with the union must be premised on the understanding that:
  - (a) The majority of employees at each enterprise must genuinely agree.
  - (b) No employee will lose income as a result of the change.
  - (c) The union must be party to the agreement, and in particular, where enterprise level discussions are considering matters requiring any award variation, the union must be invited to participate.
  - (d) The union will not unreasonably oppose any agreement.
  - (e) Any agreement shall be subject, where appropriate, to approval by the Western Australian Industrial Relations Commission and, if approved, shall operate as Schedule to this Award and take precedence over any inconsistency.
  - (f) The disputes procedure will apply if agreement cannot be reached in the implementation process on a particular issue.
- (3) Should an agreement be reached pursuant to subclause (2) at a particular enterprise and that agreement requires award variation the parties will not oppose that award variation for that particular provision for that particular enterprise.
- (4) The parties agree that under this heading any award matter can be raised for discussion.
- (5) The parties agree that working parties will meet and continue to meet with the aim of modernising the award.

#### 30. - TRAINING LEAVE

- (1) Following proper consultation, which may involve the setting up of training committees, the employer shall develop a training policy and programme consistent with:
  - (a) the current and future skill needs of the enterprise;
  - (b) the size, structure and nature of the operations of the enterprise;

- (c) the need to develop vocational skills relevant to the enterprise and the Transport/Baking Industry, through courses conducted by accredited educational institutions and providers.
- (2) Where it is agreed by the employer that additional training should be undertaken by an employee, training may be undertaken either on or off the job. If the training is undertaken during ordinary working hours, the employee concerned shall not suffer any loss of pay. An employer shall not unreasonably withhold such paid training leave.

### 31. - SUPPORTED WAGE SYSTEM

- (1) This clause sets out the provisions to apply to employees who because of the effects of a disability are eligible to be employed under the Supported Wage System in accordance with this clause.

- (2) Definitions

In the context of this clause, the following definitions shall apply:

- (a) "Supported Wage System" means the Commonwealth Government system to promote employment for people who can not 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 assessment 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.

- (3) 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 clause relating to the rehabilitation of employees who are injured in the course of their current employment.
- (c)
  - (i) This clause does not apply to employers in respect of their facility, program, undertaking, service or the like which receive funding under the 'Disability Services Act 1986', and fulfil the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or eligible for a Disability Support Pension.
  - (ii) Provided that this exclusion shall not prevent services funded under Sections 10 or 12A of the Act referred to in sub-paragraph (i) hereof, engaging persons who meet the eligibility criteria under the Supported Wage System, on work covered by this award, where both parties wish to access the system provided all other criteria are met.

- (4) Supported Wage Rates



- (a) (i) 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%

- (ii) Provided that the amount payable shall be not less than the 'ordinary income free area' as defined in the Social Security Act 1991 (which at 1 July 1994 was \$45 per week).

- (b) Where an employee's assessed capacity rate is ten percent, they shall receive a high degree of assistance and support.

(5) Assessment of Capacity

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

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

(6) Lodgement of Assessment Instrument

- (a) All assessment instruments under the condition of this clause including the appropriate percentage of the award rate to be paid to the employee, shall be lodged by the employer with the Registrar of the Western Australian Industrial Relations Commission.
- (b) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where the union party to this 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.

(7) Review of Assessment

The assessment of the applicable percentage to be applied in respect of the rate of pay 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 procedure for assessing capacity under the Supported Wage System.

(8) Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage shall apply to the minimum 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, but be paid at the rate of wage as determined in accordance with this clause.

(9) Workplace Adjustment

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

(10) 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 provision of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time, not exceeding four weeks, may be utilised where required.
- (b) During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- (c) The minimum amount payable to the employee during the trial period shall be not less than the figure defined in subclause (4) (a) (ii) of this clause.
- (d) Work trials should include induction or training as appropriate to the job being trialed.
- (e) Where the employer and the 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 (5) of this clause.

- (11) The conditions of employment to apply during the trial period or in a continuing employment relationship shall be documented, a copy of which shall be provided by the employer to the person employed in accordance with this clause.

#### APPENDIX - RESOLUTION OF DISPUTES REQUIREMENTS

- (1) This Appendix is inserted into the award/industrial agreement as a result of legislation which came into effect on 16 January 1996 (Industrial Relations Legislation Amendment and Repeal Act 1995) and further varied by legislation which came into effect on 23 May 1997 (Labour Relations Legislation Amendment Act 1997).
- (2) Any dispute or grievance procedure in this award/industrial agreement shall also apply to any questions, disputes or difficulties which may arise under it.
- (3) With effect from 22 November 1997 the dispute or grievance procedures in this award/industrial agreement is hereby varied to include the requirement that persons involved in the question, dispute or difficulty will confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Commission.

SCHEDULE "A" - RESPONDENTS

Acme Bakery  
25 Moore Street  
BUNBURY. W.A. 6230

Central Districts Bakery  
Lot 1, Oliver Street  
NORTHAM. W.A. 6401

Day Bros. Bakery  
36 South Coast Highway  
ALBANY. W.A. 6330

Golden Crust Bakery  
36 Chapman Road  
GERALDTON. W.A. 6530

Golden Mile Bakery Pty. Ltd  
474 Hannan Street  
KALGOORLIE. W.A. 6430

Katanning Bakery  
73 Clive Street  
KATANNING. W.A. 6317

APPENDIX - S.49B - INSPECTION OF RECORDS REQUIREMENTS

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

PARTY TO THE AWARD

The following organisation is a party to this award:

Transport Workers' Union of Australia

Industrial Union of Workers

Western Australian Branch

In witness whereof this award has been signed by the said Commissioner this 22nd day of September, 1976.

VARIATION RECORD  
BREADCARTERS (COUNTRY) AWARD 1976  
NO. R17 OF 1975

Delivered 22/09/76 at 56 WAIG 1793

Consolidated 18/10/91 at 71 WAIG 3066

Consolidated for S 93(6) 22/12/94 at 75 WAIG 275

<b>CLAUSE NO.</b>	<b>EXTENT OF VARIATION</b>	<b>ORDER NO.</b>	<b>OPERATIVE DATE</b>	<b>GAZETTE REFERENCE</b>
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**1. Title**

(1A.State Wage Principles)

Ins. Cl.	1752/91	31/01/92	72 WAIG 191
Cl. & Title	1457/93	24/12/93	74 WAIG 198

(1A. State Wage Principles December 1993)

Cl. & Title	985/94	30/12/94	75 WAIG 23
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(1A. Statement of Principles December 1994)

Cl. & Title	1164/95	21/03/96	76 WAIG 911
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(1A. Statement of Principles March 1996)

Cl & Title	915/96	7/08/96	76 WAIG 3368
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(1A Statement of Principles - August 1996)

Cl & Title	940/97	14/11/97	77 WAIG 3177
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(1A. Statement of Principles - November 1997)

Cl & Title	757/98	12/06/98	78 WAIG 2579
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(1A. Statement of Principles – June, 1998)

Del. Cl.	609/99	06/07/99	79 WAIG 1847
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**1B. Minimum Adult Award Wage**

Ins. 1B	940/97	14/11/97	77 WAIG 3177
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Cl.	1262/98	3/11/98	98 WAIG 4320
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Min. Wage & text.	609/99	01/08/99	79 WAIG 1847
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Cl	654/00	01/08/00	80 WAIG 3379
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Cl	752/01	01/08/01	81 WAIG 1721
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Cl.	797/02	01/07/02	82 WAIG 1369
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Cl.	569/03	5/06/03	83 WAIG 1899 & 1978
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(9)	1197/03	1/11/03	83 WAIG 3537
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Cl	570/04	4/06/04	84 WAIG 1521
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Cl.	576/05	07/07/05	85 WAIG 2083 & 2160
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Cl.	957/05	07/07/06	86 WAIG 1631 & 1709
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Cl.	1/07	01/07/07	87 WAIG 1487 & 1571
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Cl	115/07	01/07/08	88 WAIG 773 & 842
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Cl	1/09	01/10/09	89 WAIG 735 & 1254
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Cl	2/10	01/07/10	90 WAIG 568 & 779
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Cl.	2/11	01/07/11	91 WAIG 1008 & 1198
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Cl.	2/12	01/07/12	92 WAIG 1006
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Cl.	1/13	01/07/13	93 WAIG 677
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Cl.	1/14	01/07/14	94 WAIG 899
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## 2. Arrangement

Ins. 30	1037/90(R2)	14/11/91	72 WAIG 223
Ins. 1A.	1752/91	31/01/92	72 WAIG 191
2A Title	1705/91	07/02/92	72 WAIG 502
Corr. Ord. 2A.	1705/91	07/02/92	72 WAIG 503
1A. Title	1457/93	24/12/93	74 WAIG 198
Del. 2A.	30/94	15/02/94	74 WAIG 610
1A. Title	985/94	30/12/94	75 WAIG 23
Cl.	65/95	11/04/95	75 WAIG 1635
1A. Title	1164/95	21/03/96	76 WAIG 911
Ins. Appendix – S.49B...	694/96	16/07/96	76 WAIG 2789
1A. Title	915/96	7/08/96	76 WAIG 3368
Cl.	1363/96	01/11/96	76 WAIG 4977
1A	940/97	14/11/97	77 WAIG 3177
Ins. 1B	940/97	14/11/97	77 WAIG 3177
1A	757/98	12/06/98	78 WAIG 2579
Del. 1A.	609/99	01/08/99	79 WAIG 1847
Ins. Party to the Award	79/02	3/05/02	82 WAIG 1346

### (2A. State Wage Principles – September 1988)

Ins. Cl.	940/88	30/09/88	69 WAIG 10
Del. Cl.	1940/89	08/09/89	69 WAIG 2913

### (2A. State Wage Principles – September 1989)

Ins. Cl.	1612/89®	01/01/90	70 WAIG 2222
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Retitle Cl.	1705/91	07/02/92	72 WAIG 502
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(2A. State Wage Principles – June 1991)

(1)	1705/91	07/02/92	72 WAIG 502
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Del. Cl.	30/94	15/02/94	74 WAIG 610
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### 3. Scope

### 4. Area

### 5. Term

### 6. Wages

(1); (3); (6)	1037/90(R2)	14/11/91	72 .WAIG 223
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(1); (3); (6)	1705/91	07/02/92	72 WAIG 502
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(1)	65/95	11/04/95	75 WAIG 1635
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Cl.	953/95	25/10/95	75 WAIG 3275
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Cl.	1363/96	01/11/96	76 WAIG 4977
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Rates	940/97	14/11/97	77 WAIG 3177
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(1), (3) & (6)	1262/98	3/11/98	78 WAIG 4320
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(1) rates.	609/99	01/08/99	79 WAIG 1847
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Cl	654/00	01/08/00	80 WAIG 3379
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Cl	752/01	01/08/01	81 WAIG 1721
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(3)(a),(b)&(c)	79/02	3/05/02	82 WAIG 1346
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(6)	79/02	3/05/02	82 WAIG 1346
Cl.	797/02	01/07/02	82 WAIG 1369
Cl.	569/03	5/06/03	83 WAIG 1899 & 1978
Cl.	570/04	4/06/04	84 WAIG 1521 & 1580
Cl.	576/05	07/07/05	85 WAIG 2083 & 2160
(3) & (6)	14/06	15/03/06	86 WAIG 706
Cl.	957/05	07/07/06	86 WAIG 1631 & 1709
Cl.	1/07	01/07/07	87 WAIG 1487 & 1571
Cl.	115/07	01/07/08	88 WAIG 773 & 842
Cl.	1/09	01/10/09	89 WAIG 735 & 1254
Cl.	2/10	01/07/10	90 WAIG 568 & 779
Cl.	2/11	01/07/11	91 WAIG 1008 & 1198
Cl.	2/12	01/07/12	92 WAIG 1006
Cl.	1/13	01/07/13	93 WAIG 677
Cl.	1/14	01/07/14	94 WAIG 899

#### **6A. Supplementary Payments**

(1)	1037/90(R2)	14/11/91	72 WAIG 227
(1)	1705/91	07/02/92	72 WAIG 502
(1); Ins.(5)	30/94	15/02/94	74 WAIG 610
Cl.	65/95	11/04/95	75 WAIG 1635
Ins. (6)	953/95	25/10/95	75 WAIG 3275
Del. (1)&(6) & Ins. (1)	1363/96	01/11/96	76 WAIG 4977
Text	940/97	14/11/97	77 WAIG 3177

(1)	1262/98	3/11/98	78 WAIG 4320
(1) 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

## **7. Hours**

### **7A. Implementation of 38 Hour Week**

Ins. Cl.	559/82	18/07/86	66 WAIG 1193
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### **7B. Procedures for In-Plant Discussions**

Ins. Cl.	559/82	18/07/86	66 WAIG 1193
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### **7C. Hours Transition Provision**

Ins. Cl.	559/82	18/07/86	66 WAIG 1193
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## **8. Overtime**

## **9. Holidays**

## **10. Payment of Wages**

(1); & (2);	1037/90(R2)	14/11/91	72 WAIG 223
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## **(11. Shortages)**

Del. Cl.	473/80	29/09/80	60 WAIG 1529
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**11. Shortages and Change Money**

Ins. Cl.	473/80	29/09/80	60 WAIG 1529
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**12. Posting Award**

**13. Definitions**

(4);	1037/90(R2)	14/11/91	72 WAIG 223
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**14. Annual Leave**

Ins. (9); & (10);	1037/90(R2)	14/11/91	72 WAIG 223
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**15. Payment for Sickness**

(1)(c)	79/02	3/05/02	82 WAIG 1346
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**16. Engagement**

Ins. (4);	1037/90(R2)	14/11/91	72 WAIG 223
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(1)	79/02	3/05/02	82 WAIG 1346
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Correction Order	79/02	3/05/02	82 WAIG 1346
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(17. Meal Interval)

Del. Cl.	587/79	26/03/80	60 WAIG 644
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**17. Meal and Rest Breaks**

Ins. Cl.	587/79	26/03/80	60 WAIG 644
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## **18. Time and Wages Records**

Ins. Txt	2053(1)/97	22/11/97	77 WAIG 3138
Ins text.	491/98	16/04/98	78 WAIG 1563

## **19. Learning a Round**

## **20. Junior Workers**

## **21. Breakdowns**

## **22. Long Service Leave**

## **23. Part-Time Workers**

## **24. Bereavement Leave**

(1)	79/02	3/05/02	82 WAIG 1346
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## **(25. Preference)**

Del. Cl.	411/81	29/07/82	64 WAIG 1101
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## **25. Air Conditioning**

Ins. Cl.	411/81	29/07/82	64 WAIG 1101
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## **(26. Maternity Leave)**

Ins. Cl.	473/80	29/09/80	60 WAIG 1529
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Del. Cl.	79/02	3/05/02	82 WAIG 1346
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**26. Parental Leave**

Ins Cl.	79/02	3/05/02	82 WAIG 1346
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**27. Location Allowances**

Cl.	851/92	01/07/92	72 WAIG 2498
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Cl.	943/93	01/07/93	73 WAIG 1989
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Cl.	714/94	01/07/94	74 WAIG 1869
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Cl	641/95	01/07/95	75 WAIG 2125
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Cl.	911/96	01/07/96	76 WAIG 3365
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Cl.	1400/97	01/07/97	77 WAIG 2547
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Cl.	975/98	01/07/98	78 WAIG 2999
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Cl.	690/99	01/07/99	79 WAIG 1843
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Cl.	1050/00	01/08/00	80 WAIG 3153
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Cl.	718/01	01/07/01	81 WAIG 1559
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Cl.	686/02	01/07/02	82 WAIG 1185
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Cl.	570/03	01/07/03	83 WAIG 1657
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Cl.	696/04	01/07/04	84 WAIG 2145
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Cl.	458/05	01/07/05	85 WAIG 1893
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Cl.	59/06	01/07/06	86 WAIG 1471
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Cl.	53/07	01/07/07	87 WAIG 2435
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Cl.	9/08	01/07/08	88 WAIG 689
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Cl.	24/09	01/07/09	89 WAIG 729
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Corr. Order Schedule B	24/09	01/07/09	89 WAIG 2483
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(7)(a)(i)&(ii)

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

### **28. Settlement of Disputes Procedures**

Ins. Cl.	559/82	18/07/86	66 WAIG 1193
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### **29. Award Modernisation**

Ins. Cl.	1612/89(R)	01/01/90	70 WAIG 2222
(2)(e)	1037/90(R2)	14/11/91	72 WAIG 223

### **30. Training Leave**

Ins. Cl.	1037/90(R2)	14/11/91	72 WAIG 223
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### **31. Supported Wage System**

Ins. cl.	1363/96	01/11/96	76 WAIG 4977
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### **Appendix - Resolution of Disputes Requirements**

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



## **Schedule "A" - Respondents**

### **Appendix - S.49B - Inspection of Records Requirements**

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

### **Party to the Award**

Ins. Cl.	79/02	3/05/02	82 WAIG 1346
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### **ORDERS AFFECTING THIS AWARD**

Order 922 and 924 of 1990 (Full Bench Appeal) varies the operative date of order 1612/89(R) to 1 January 1990. Refer 70 WAIG 3561.