

Breadcarters' (Metropolitan) Award

1. - TITLE

This award shall be known as the "Breadcarters' (Metropolitan) Award" and replaces Award No. 29 of 1949, as amended.

1B. - MINIMUM ADULT AWARD WAGE

- (1) No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.
- (2) The minimum adult award wage for full-time employees aged 21 or more working under an award that provides for a 38 hour week is \$760.00 per week.

The minimum adult award wage for full-time employees aged 21 or more working under awards that provide for other than a 38 hour week is calculated as follows: divide \$760.00 by 38 and multiply by the number of ordinary hours prescribed for a full time employee under the award.

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

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

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2020 State Wage order decision. Any increase arising from the insertion of the minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent

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

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

(10) Adult Apprentices

- (a) Notwithstanding the provisions of this clause, the minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for a 38 hour week is \$649.40 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 \$649.40 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 on and from the commencement of the first pay period on or after 1 January 2021.
- (d) Adult apprentices aged 21 years or more employed on a part-time basis shall not be paid less than pro rata the minimum adult apprentice wage according to the hours worked.
- (e) The rates paid in the paragraphs above to an apprentice 21 years of age or more are payable on superannuation and during any period of paid leave prescribed by this award.
- (f) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.

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 locality comprised within radius of 45 kilometres from the G.P.O. Perth.

5. - TERM

The term of the award shall be for a period of three (3) years from the date hereof.

6. - WAGES

- (1) The following shall be the total minimum rates of wages payable to employees covered by this award.

	Base Rate \$	Supple- mentary Payment \$	Safety Net Adjustment \$	Total Weekly Wage \$
Grade 1 LoaderYardperson	314.30	44.90	438.10	797.30
Grade 2 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	439.70	814.20
Grade 3 Breadcarter in charge of rigid vehicle 4.5 to 13.9 tonnes GVM or GCM	334.40	47.80	440.40	822.60
Grade 4 Breadcarter in charge of rigid vehicle over 13.9 tonnes GVM or GCM up to 13 tonnes capacity	344.50	49.20	441.80	835.50
Grade 5 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	442.40	843.70

Grade 6 Breadcarter in charge of articulated vehicle 3 or more axles over 22.4 tonnes GCM over 22 and up to 39 tonnes capacity 357.90 51.10 443.30 852.30

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.

(2) JUNIOR WORKERS:

Rates of pay (percent of 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	85
If 19 and under 20 years of age	90
If 20 years of age	100

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) CASUALS:

Casual hands shall be paid at the rate of 20 per cent in addition to the rates prescribed herein.

- (4) 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.
- (5)
 - (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.
- (6) Breadcarters who are required to commence working before 7.00 am 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 broadbanning 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

SECTION A - HOURS

- (1) 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. Such work shall not, in any one week be performed on more than five consecutive days being Monday to Friday inclusive.
- (3) Any time worked after eight hours on any one day will be paid for at the rate of time and one half for the first two hours and double time thereafter.
- (4) In a week in which an award holiday/holidays falls on what would otherwise be an ordinary working day/days, the ordinary weekly hours shall be reduced by the number of hours that would have been worked on that day/days.
- (5) No employee shall be allowed to resume work until he has had a clear ten hours off.

SECTION B - Implementation of 38 Hour Week:

- (1) Except as provided in subclause (4) hereof, the method of implementation of the 38 hour week may be any one of the following:
 - (a) by employees working less than eight ordinary hours each day;
 - (b) by employees working less than eight 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 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) In each plant, 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 29/5/85.
- (3) In the absence of an agreement at plant level, the procedure for resolving special, anomalous or extraordinary problems shall be as follows:
 - (a) Consultation shall take place within the particular establishment concerned.
 - (b) If it is unable to be resolved at establishment level, the matter shall be referred to the State Secretary of the Union (or Unions) concerned or his deputy, at which level a conference of the parties shall be convened without delay.
 - (c) In the absence of agreement either party may refer the matter to the Western Australian Industrial Relations Commission.
- (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) hereof, 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) hereof, 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) hereof, 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 may institute a banking system of Rostered Days Off.

Employees would therefore work on what would normally have been their rostered day off and accrue an entitlement to bank a rostered day off to be taken at a mutually convenient time for both the employee and the employer.

No payments or penalty payment shall be made to employees working under this substitute banked Rostered Day Off. However the employer will maintain a record of the number of

Rostered Days banked and will apply the Average Pay System during the weeks when an employee elects to take a banked Rostered Day Off.

Average weekly pay	x	Number of Banked
5		Substitute Days

SECTION C - 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 Section A - Hours and B - Implementation of 38 Hour Week of this clause 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 29/5/85.
- (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 instances or where problems arise after initial agreements of understandings have been achieved in-plant, a formal monitoring procedure shall apply. The basic steps in this procedure shall be as applies with respect to special, anomalous or extraordinary problems as prescribed in subclause (3) of Section B of this clause.

SECTION D - Hours Transition Provision:

- (1) The concept of a 38 hour week shall operate from the beginning of the first pay period commencing on or after 29/5/85 however in recognition of the difficulties associated with its introduction an employer may implement the 38 hour week after that date provided that such implementation shall occur no later than 29/8/85.
- (2) Where an employer implements the 38 hour week at a date later than the beginning of the first pay period commencing on or after 29/5/85 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 the beginning of the first pay period commencing on or after 29/5/85. 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 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 hours on duty in excess of the hours prescribed in Clause 7. - Hours of this Award.
- (3) Notwithstanding anything contained herein:-
 - (a) Any employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirements.
 - (b) No organisation, party to this Award, or worker or workers covered by this award shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

- (4) No worker shall be allowed to resume work until the worker has had a clear ten hours off.
- (5) A worker required to work overtime for more than one and one half hours without being notified on the previous day or earlier that he will be so required to work shall be supplied with a reasonable meal by the employer or paid \$7.60 for a meal.
- (6) If the amount of overtime required to be worked necessitates a second or subsequent meal, the employer shall, unless he has notified the worker concerned on the previous day or earlier that such second or subsequent meal will also be required to provide such meals or pay an amount of \$5.25 for each second or subsequent meal.
- (7) No such payments need to be made to a worker living in the same locality as his place of work who can reasonably return home for such meals.

9. - HOLIDAYS

- (a)
 - (i) Subject to subclause (c) 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, State Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.
 - (ii) Where Christmas Day or New Year's Day falls 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 a Monday such holiday shall be observed on the next succeeding Tuesday; in each such case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.
- (b) Any worker who is absent from work for any cause other than sickness (proof whereof 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.
- (c) Within a radius of twenty-eight miles of the G.P.O. Perth, workers may be required to work on the loading and delivery of bread only on Australia Day, Foundation Day and Sovereign's Birthday and on New Year's Day and Anzac Day when these 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 on any such day additional pay or leave shall be equivalent only to the time actually worked on such day.

10. - PAYMENT OF WAGES

- (1) 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.
- (2) All wages shall be paid enclosed in an envelope, which shall be clearly endorsed on the outside with the particulars hereunder:
 - (a) Name
 - (b) Hourly Rate
 - (c) Overtime
 - (d) Allowance
 - (e) Penalties
 - (f) Gross Wage
 - (g) Deductions
 - (h) 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.

- (3) An employee may be paid his wages by cheque or into his bank or building society account. Where wages continue to be paid in cash payment may be made during the employees time provided that the employee is kept waiting no longer than 15 minutes.

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

In the case of an employee whose ordinary hours of work are arranged so that he works 38 ordinary hours each week, wages shall be paid weekly.

- (5) Employee who works an average of 38 ordinary hours each week

In the case of an employee whose ordinary hours of work are arranged so that he works an average of 38 ordinary hours each week during a particular work cycle, wages may be paid weekly 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.

- (6) Rostered day off coinciding with pay day

In the event that an employee, by virtue of the arrangement of his ordinary working hours, is to take a day off on a day which coincides with pay day, such employee shall be paid no later than the working day immediately following pay day.

- (7) Commencement and Termination of Employment

(a) An employee who lawfully leaves his employment or is dismissed for reasons other than misconduct shall be paid all monies due to him at the termination of his service with the employer, before leaving the employers premises or alternatively (except in the case of casual employees) a cheque for the amount due may be forwarded to the employees last known address within 48 hours of such termination.

(b) An employee who commences employment during a work cycle shall either -

(i) receive payment for any Day Off duty occasioned by Clause 7. - Hours only for the hours accrued toward that day off during the work cycle;

(ii) be paid for the hours actually worked in that work cycle and not be granted a day off with pay.

(c) An employee who has not taken the Day Off due to him during the work cycle in which employment is terminated, the wages due to that employee shall include a total of hours accrued toward that day off during that work cycle for which payment has not already been made.

(d) Where the employee has taken a Day Off during the work cycle in which employment is terminated, the wages due to that employee shall be reduced by the total of hours for which payment has already been made but which have not accrued toward that Day Off during the work cycle.

- (8) Payment for Day Off

An employee who is absent from duty other than on a public holiday or day in lieu thereof, paid sick leave, or bereavement leave shall have his payment for any Day Off duty occasioned by Clause 7. - Hours of this award reduced proportionately.

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. - GENERAL CONDITIONS

- (1) The employer shall place a copy of this award in a convenient place where the industry is carried on and is easily accessible to the workers.
- (2) Juniors may be employed in the proportion of one junior to every five adults or fraction of five employed.
- (3)
 - (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.

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) "Junior" shall mean any person in receipt of less than the adult wage.
- (3) "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.
- (4) "Loader" shall mean and include a worker engaged in the sorting, packing, wrapping, slicing or loading of bread.

- (5) "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 17 1/2 per cent calculated on his ordinary wage as prescribed.

Provided that where the worker would have received early start loadings prescribed by Clause 6. - Wages had he not been on leave during the relevant period and such loadings would have entitled him to a greater amount than the loading of 17 1/2 per cent, then the early start loadings shall be added to the rate of wage as prescribed in subclause (1) hereof in lieu of the 17 1/2 per cent loading.
- (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 an employee lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, the employee shall -

- (i) if such termination occurs before 29/5/85 be paid 3.08 hours' pay at the rate of wage prescribed by subclause (1) of this clause, divided by forty, in respect of each completed week of continuous service; or
 - (ii) if termination occurs on or after 29/5/85 be paid 2.923 hours pay at the rate of wage prescribed by subclause (1) of this clause, divided by thirty-eight, in respect of 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. - SICK LEAVE

- (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.
 - (b) An employee who 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 ordinary hours normally worked that day X appropriate weekly rate 5

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 occasioned by Clause 7. - Hours of this award.
 - (c) Notwithstanding the provisions of paragraph (b) of this subclause an employer may adopt an alternative method of payment of sick entitlements where the employer and the majority of his employees so agree.
 - (d) Entitlement to payment shall accrue on a pro rata weekly basis.
 - (e) If in the first or successive years of service with the employer an employee is absent on the ground of personal ill health or injury for a period longer than his 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. Provided that an employee 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 employee 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 an employee who fails to produce a certificate from a medical practitioner dated at the time of the absence or who fails to supply such other proof of the illness or injury as the employer may reasonably require provided that the employee 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 an employee who suffers personal ill health or injury during the time when he is 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 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 employee 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 employee 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 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 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 employee'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 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.
- (7) The provisions of this clause with respect to payment do not apply to employees who are entitled to payment under the Workers' Compensation and Assistance Act nor to employees whose injury or illness is the result of the employee's own misconduct.
- (8) The provisions of this clause do not apply to casual employees.

- (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:

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

- (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.

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 before or after the entitlement accrues.

- (3) A loader shall be permitted to partake of refreshment at or in the vicinity of his place of work provided that work is not interrupted.

18. - TIME AND WAGES RECORD

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 or either the applicant or respondent Union and he shall be allowed to take extracts therefrom. 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 (12) 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

An employer shall be permitted to reduce the prescribed wage of a bread carter to the minimum wage whilst such worker is learning a round under the supervision of another employee but for no longer than the first ten days of his employment as a bread carter.

20. - JUNIOR WORKER' CERTIFICATE

- (1) Junior workers, upon being engaged, shall if required, furnish the employer with a certificate containing the following particulars:-
 - (i) Name in full
 - (ii) Age and date of birth
 - (iii) Name of each previous employer
 - (iv) Class of work performed for each previous employer.
- (2) 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 a worker cannot be usefully employed because of any strike by the union or unions affiliated with it or by any other Association or union, or through the breakdown of the employer's machinery 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 60 of the "Western Australian Industrial Gazette" at pages 1 to 6 both inclusive are hereby incorporated in and shall be deemed to be part of this award.

23. - WORKERS - ADDITIONAL OBLIGATIONS RE: EMPLOYMENT

Repealed by Section 7(1)(k) of Industrial Arbitration Act, 1979.

24. - PART-TIME LOADERS AND DRIVERS/MERCHANDISERS

- (1) Notwithstanding anything contained in this award, an employer may employ employees as part time loaders and drivers/merchandisers regularly.
- (2) Part time employee means an employee working less than 38 hours each week.
- (3) Part time employees shall be paid an hourly rate which is 1/38th of the weekly rate for the type of work being performed.
- (4) A part time employee may be employed for up to eight ordinary hours in any one day.
- (5) A part time employee who works in excess of the ordinary daily or weekly hours of work shall be paid overtime in accordance with Clause 8. - Overtime of this award.
- (6) The "early start premiums" provided by Clause 6. - Wages, subclauses (5) and (6) shall only apply to ordinary hours worked and not be payable on overtime hours worked.
- (7) Part time employees shall be entitled to receive pro-rata entitlements to: payment for absence due to personal illness, annual leave, bereavement leave, jury service, long service leave.
- (8) Where a part-time employee is normally rostered or expected to work on a day which is a public holiday and is not required to work on that day, the employee shall receive payment for the number of hours that would have been worked.

24A. - CASUAL EMPLOYMENT

- (1) An employer shall, wherever practicable, notify a casual employee that their services are not required the next working day.
- (2) A casual employee may be employed for up to eight ordinary hours in any one day.
- (3) A casual employee while working ordinary hours, shall be paid on an hourly basis 1/38th of the appropriate weekly wage rate prescribed by the award, plus 20% of ordinary time earnings for the work performed. A minimum payment of four hours is to be paid each day required.
- (4) The "early start premium" provided by subclauses (5) and (6) of Clause 6. - Wages of this award shall only apply to ordinary hours worked and not payable on overtime hours worked.
- (5) In addition to normal overtime rates a casual employee while working overtime or outside of ordinary hours, shall be paid on an hourly basis 1/38th of the appropriate weekly wage rate prescribed by the award, plus 10% of ordinary time earnings for the work performed.
- (6) A casual employee shall not be entitled to the benefits of clauses 9. - Holidays, 14. - Annual Leave, 15. - Sick Leave or 25. - Bereavement Leave of this Award.

25. - 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 bereavement 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.

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. - AIR CONDITIONING

- (1) Subject to the exclusions 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 November 1, 1984.
- (3) Provided that subclauses (1) and (2) of this clause shall not apply:-
 - (a) if the employer, the employee and 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 the 26th parallel of latitude in respect of which the provision of an air-conditioning unit is mutually agreed in writing between the employer, the employee 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.

28. - SETTLEMENT OF DISPUTE PROCEDURE

Subject to the Industrial Relations Act, 1979, any dispute or claim shall be dealt with in the following manner:

- (1) In the first instance all the facts of the dispute matter or grievance will be discussed without delay between the employee/s concerned and the appropriate supervisor/s. The appropriate Shop Steward/s to be present if requested by the employee/s.

- (2) If not settled, the matter shall be discussed between an accredited Union Representative and the delegated Officer of the Company.
- (3) If agreement has not then been reached, the matter shall be discussed between a Management Representative of the Company and an appropriate Official of the Union.
- (4) If the matter is still not settled, it shall be submitted to the W.A. Industrial Relations Commission for decision which shall, subject to any appeal in accordance with the Act, be final.
- (5) Until the matter is determined, work shall continue in accordance with the pre-dispute conditions. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.
- (6) The parties will co-operate to ensure that these procedures are carried out expeditiously.
- (7) In the event of a work stoppage, such employees as are necessary shall, where appropriate, complete production in process to avoid spoilage and clean the plant according to hygiene requirements before stopping work.

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 a 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 Wages 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) Lodgment 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 May 23 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 OF RESPONDENTS

Bread Manufacturers (Perth and Suburbs) Industrial Union
of Employers of Western Australia.

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

VARIATION RECORD
BREADCARTERS (METROPOLITAN) AWARD
NO. 35 of 1963.

Delivered 24/01/64 at 43 WAIG 1229
Consolidated 23/11/77 at 57 WAIG 1724 Section 93(6)
Consolidation 04/03/88 at 68 WAIG 619 Section 93(6)
Consolidation 26/09/94 at 74 WAIG 2408 Section 93(6)
Consolidation 09/12/98 at 78 WAIG 4960 Section 93(6)
Consolidation 03/10/00 at 80 WAIG 4882

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
1. Title				
(1A. State Wage Principles)				
	Ins. Cl.	1752/91	31/01/92	72 WAIG 191
	Cl. & Title	1457/93	24/12/93	74 WAIG 198
(1A. State Wage Principles December 1993)				
	Cl. & Title	985/94	30/12/94	75 WAIG 23
(1A. Statement of Principles December 1994)				
	Cl. & Title	1164/95	21/03/96	76 WAIG 911
(1A. Statement of Principles March 1996)				
	Cl & Title	915/96	07/08/96	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
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1B. Minimum Adult Award Wage

Ins. 1B	940/97	14/11/97	77 WAIG 3177
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Cl.	1267/98	3/11/98	78 WAIG 4321
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Rates & 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 & 1980
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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 & 2162
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Cl.	957/05	07/07/06	86 WAIG 1631 & 1710
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Cl.	1/07	01/07/07	87 WAIG 1487 & 1573
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Cl	115/07	01/07/08	88 WAIG 773 & 844
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Cl	1/09	01/10/09	89 WAIG 735 & 1256
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Cl	2/10	01/07/10	90 WAIG 568 & 781
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Cl.	2/11	01/07/11	91 WAIG 1008 & 1200
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Cl.	2/12	01/07/12	92 WAIG 1008
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Cl.	1/13	01/07/13	93 WAIG 678
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Cl.	1/14	01/07/14	94 WAIG 900
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Cl.	1/15	01/07/15	95 WAIG 891
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Cl.	1/16	01/07/16	96 WAIG 751
Cl.	1/17	01/07/17	97 WAIG 815
Cl.	1/18	01/07/18	98 WAIG 263 & 521
Cl	1/19	01/07/19	99 WAIG 509 & 845

2. Arrangement

(new sub-cl (2A))	935/88	09/09/88	68 WAIG 2747
Del.2A	1940/89	08/09/89	69 WAIG 2913
Titles 2A, 6A, 29	1614/89®	01/01/90	70 WAIG 2220
Appeal varied date of operation 1614/89® to 21/03/90	924/90	25/09/90	70 WAIG 3561
Ins 30.	1038/90(R2)	14/11/91	72 WAIG 223
new title 2A.	1704/91	07/02/92	72 WAIG 503
Ins. 1A	1752/91	31/01/92	72 WAIG 191
1A. Title	1457/93	24/12/93	74 WAIG 198
Del. 2A.	5/94	15/02/94	74 WAIG 611
1A. Title	985/94	30/12/94	75 WAIG 23
Cl.	66/95	11/04/95	75 WAIG 1636
Ins. 24A	1189/94	23/08/95	75 WAIG 2801
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	07/08/96	76 WAIG 3368
Cl. (Inserts new Cl. 31).	1366/96	01/11/96	76 WAIG 4980
1A	940/97	14/11/97	77 WAIG 3177

Ins. 1B	940/97	14/11/97	77 WAIG 3177
1A. Title	757/98	12/06/98	78 WAIG 2579
Del 1A	609/99	06/07/99	79 WAIG 1847
Ins.	81/02	19/04/02	82 WAIG 1347
Ins 7A	56/06	15/03/06	86 WAIG 707

(Clause 2A)

Cl.	935/88	09/09/88	68 WAIG 2747
Del.	1940/89	08/09/89	69 WAIG 2913

(2A. State Wage Principles – September 1989)

Cl.	1614/89®	01/01/90	70 WAIG 2220
Appeal varied date of operation of 1614/89® to 21/03/90	924/90	25/09/90	70 WAIG 3561
Title; (1)	1704/91	07/02/92	72 WAIG 503

(2A. State Wage Principles – June 1991)

Del. Cl.	5/94	15/02/94	74 WAIG 611
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3. Scope

4. Area

5. Term

6. Wages

Cl.	935/88	21/09/88	68 WAIG 2747
(1)	1392/88		70 WAIG 3149

(1) & (4); del.(6)(7)(8) & ins.(6)	1614/89®	01/01/90	70 WAIG 2220
Appeal varied date of operation of 1614/89®to 21/03/90	924/90	25/09/90	70 WAIG 3561
(1) & (4)	1038/90(R2)	14/11/91	72 WAIG 223
(1); (4)	1704/91	07/02/92	72 WAIG 503
(1)	66/95	11/04/95	75 WAIG 1636
Cl.	850/95	25/10/95	75 WAIG 3275
Cl.	1366/96	01/11/96	76 WAIG 4980
Rates	940/97	14/11/97	77 WAIG 3177
(1) & (4)	1267/98	3/11/98	78 WAIG 4321
Rates	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
Del.	81/02	19/04/02	82 WAIG 795
Del	81/02	19/04/02	82 WAIG 1347
Correction Order	81/02	19/04/02	82 WAIG 1347
Cl.	797/02	01/07/02	82 WAIG 1369
Cl.	569/03	5/06/03	83 WAIG 1899 & 1980
Cl	570/04	4/06/04	84 WAIG 1521 & 1581
Cl.	576/05	07/07/05	85 WAIG 2083 & 2162
(1) (3) (4) (5)(a) (b)& (6)	15/06	15/03/06	86 WAIG 707
Corr Order. Delete prev Order. (1) & (4)	15/06	20/03/06	86 WAIG 710
Cl.	957/05	07/07/06	86 WAIG 1631 & 1710
Cl.	1/07	01/07/07	87 WAIG 1487 & 1573
Cl.	115/07	01/07/08	88 WAIG 773 & 844

Cl	1/09	01/10/09	89 WAIG 735 & 1256
Cl	2/10	01/07/10	90 WAIG 568 & 781
Cl.	2/11	01/07/11	91 WAIG 1008 & 1200
Cl.	2/12	01/07/12	92 WAIG 1008
Cl.	1/13	01/07/13	93 WAIG 678
Cl.	1/14	01/07/14	94 WAIG 900
Cl.	1/15	01/07/15	95 WAIG 891
Cl.	1/16	01/07/16	96 WAIG 751
Cl.	1/17	01/07/17	97 WAIG 815
Cl.	1/18	01/07/18	98 WAIG 263 & 521
Cl	1/19	01/07/19	99 WAIG 509 & 845

6A. Supplementary Payments

Ins.Cl.	1614/89(R)	01/01/90	70 WAIG 2220
Appeal varied date of operation 1614/89(R) to 21/03/90	924/90	25/09/90	70 WAIG 3561
(1)	1038/90(R2)	14/11/91	72 WAIG 223
(1)	1704/91	07/02/92	72 WAIG 503
(1), Ins. (5)	5/94	15/02/94	74 WAIG 611
Cl.	66/95	11/04/95	75 WAIG 1636
Ins. (6)	850/95	25/10/95	75 WAIG 3275
Del (1) &(6); Ins. (1)	1366/96	01/11/96	76 WAIG 4980
Text	940/97	14/11/97	77 WAIG 3177
(1)	1267/98	3/11/98	78 WAIG 4321
Ins Text(1)	609/99	01/08/99	79 WAIG 1847

CI	654/00	01/08/00	80 WAIG 3379
CI	752/01	01/08/01	81 WAIG 1721

7. Hours

7A. Shift Work

CL	15/06	15/03/06	86 WAIG 707
Corr Order. Delete prev Order.	15/06	20/03/06	86 WAIG 710

8. Overtime

(5),(6)	935/88	21/09/88	68 WAIG 2747
(5),(6)	1614/89(R)	01/01/90	70 WAIG 2220
Appeal varied date of operation of 1614/89(R) to 21/03/90	924/90	25/09/90	70 WAIG 3561
Del	81/02	19/04/02	82 WAIG 1347
Correction Order	81/02	19/04/02	82 WAIG 1347

9. Holidays

10. Payment of Wages

(1)	1038/90(R2)	14/11/91	72 WAIG 223
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11. Shortages and Change Money

12. General Conditions

Ins. (3)	1038/90(R2)	14/11/91	72 WAIG 223
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13. Definitions

Cl.	1614/89(R)	01/01/90	70 WAIG 2220
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Appeal varied date of operation of 1614/89(R) to 21/03/90	924/90	25/09/90	70 WAIG 3561
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(4)	1038/90(R2)	14/11/91	72 WAIG 223
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Del. (2); Renum. (3)-(6) as (2)-(5)	1189/94	23/08/94	75 WAIG 2801
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14. Annual Leave

Ins. (9) & (10)	1038/90(R2)	14/11/91	72 WAIG 223
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15. Sick Leave

(1)(d)	81/02	19/04/02	82 WAIG 1347
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16. Engagement

Del (a)	81/02	19/04/02	82 WAIG 1347
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Correction Order	81/02	19/04/02	82 WAIG 1347
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17. Meal and Rest Breaks

18. Time and Wages Record

Ins. Text	2053(1)/97	22/11/97	77 WAIG 3138
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Ins text.	491/98	16/04/98	78 WAIG 1563
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19. Learning a Round

20. Junior Worker's Certificate

21. Breakdowns

22. Long Service Leave

23. Workers - Additional Obligation re Employment

(EDIT NOTE: Repealed by Section 7(1)(k) of Industrial Arbitration Act 1979)

24. Part-Time Loaders and Drivers/Merchandisers

Cl.	1189/94	23/08/95	75 WAIG 2801
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24A. Casual Employment

Ins Cl.	1189/94	23/08/95	75 WAIG 2801
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Cl	15/06	15/03/06	86 WAIG 706
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Corr Order. Delete prev Order.	15/06	20/03/06	86 WAIG 710
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25. Bereavement Leave

26. Maternity Leave

27. Air Conditioning

28. Settlement of Dispute Procedure

29. Award Modernisation

Ins.Cl.	1614/89(R)	01/01/90	70 WAIG 2220
Appeal varied date of operation of 1614/89(R)to 21/03/90	924/90	25/09/90	70 WAIG 3561
(2)(e)	1038/90(R2)	14/11/91	72 WAIG 223

30. Training Leave

Ins. Cl	1038/90(R2)	14/11/92	72 WAIG 223
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31. Supported Wage System

Ins. Cl.	1366/96	01/11/96	76 WAIG 4980
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Appendix - Resolution of Disputes Requirements

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

Schedule of Respondents

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

Ins.	81/02	19/04/02	82 WAIG 1347
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Party to the Award

Ins. Sch.	81/02	03/05/02	82 WAIG 1347
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