Shop and Warehouse (Wholesale and Retail Establishments) State Award 1977

1. - TITLE

This award shall be known as The Shop and Warehouse (Wholesale and Retail Establishments) State Award 1977 and replaces awards numbered 4 of 1972, 18 of 1963 and 10 of 1969 and 12 of 1971 as variously amended and consolidated.

1B. - MINIMUM ADULT AWARD WAGE

(1) No adult employee 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 adult employees is $504.40 per week payable on and from 7 July 2006.

(3) The minimum adult award wage is deemed to include all arbitrated safety net 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) Juniors 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)

(a) 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.

(b) Liberty to apply is reserved in relation to any special categories of employees not included here or otherwise in relation to the application of the minimum adult award wage.

(7) 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.

(8) Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for adult employees payable under the 2006 General Order Wage Case Decision. Any increase arising from the insertion of the adult 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 adult minimum wage.

(9) Adult Apprentices

(a) Notwithstanding the provisions of this clause, an apprentice, 21 years of age or over, shall not be paid less than $421.70 per week.

(b) The rate paid in paragraph (a) above 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 this award for an adult apprentice in force immediately prior to 5 June 2003.

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2A. - NO EXTRA CLAIMS

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

3. - SCOPE

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

4. - AREA

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

5. - TERM

This award shall operate for a period of one year from and including the 15th day of August 1977.

6. - DEFINITIONS

(1) "Shop Assistant" shall mean a worker performing one or more of the following functions in retail or wholesale establishments:

(i) the receipt into and preparation for sale and or display of goods in or about any shop,

(ii) the prepacking or packing, weighing, assembling, pricing or preparing of goods or provisions or produce for sale,

(iii) the display, shelf filling, replenishing or any other method of exposure or presentation for sale of goods,

(iv) the sale of goods by any means,

(v) the receiving, arranging or making payment by any means,

(vi) the recording by any means of a sale or sales,

(vii) the wrapping or packing of goods for despatch.

The terms shall include soda fountain and/or milk bar assistants, assistants in country order departments, messengers, checkout operators, persons employed on information desks or booths, refund assistants, persons employed on service desks, persons employed as bag checkers in or about the entrance to stores, persons employed on customer service or as door greeters, persons employed as lay-by attendants, persons employed in hiring out activities in a shop, persons engaged in the stocking or collection of money from and preparation of commodities for sale in automatic vending devices, or persons engaged in the cooking and or preparation of provisions for sale in the shop of the employer other than for consumption in a cafeteria, persons engaged to collect trollies by any means, persons employed as spruikers in shops and persons engaged in operating photographic processing machinery.

(2) "Storeman" shall mean a worker performing one or more of the following duties: receiving, handling, storing, assembling, recording, preparing, packing, weighing and/or wrapping, branding, sorting, stacking or unpacking, checking, distributing or despatching or distributing goods in a shop, store or warehouse or delivering goods from a shop, store or warehouse for transit. Such duties shall include the use of computerised equipment where necessary.

“Storeman Operator Grade l" means a worker employed as such carrying out the duties of a storeman who is substantially required to operate the following mechanical equipment in the performance of his duties:

(a) Ride-on power operated tow motor

(b) Ride-on power operated pallet truck

(c) Walk beside power operated high lift stacker

"Storeman Operator Grade II" means a worker employed as such carrying out the duties of a storeman who is substantially required to operate the following mechanical equipment in the performance of his duties:

(a) Ride-on power operated forklift

(b) High lift stacker

(c) High lift stock picker

(d) Power operated overhead traversing hoist

(3) "Storeman working singly" shall mean a storeman working where no other storeman is employed in the establishment.

(4) "Despatch hand" shall mean a worker who is substantially engaged in handling or receiving goods in or from departments for despatch or who passes them over to the packing room, or prepares and hands over packages to carters for delivery and who, if required, shall be responsible for the proper checking off of such packages and for the proper branding and marking thereof, and keeping necessary records, such as rail notes and cart notes.

(5) "Packer" shall mean a worker who packs goods for transport by air, post, rail or ship. Provided that a worker who packs goods for delivery by road transport where the destination of such goods is beyond a radius of 25 miles of the nearest post office to the employer's business, shall be classed as a packer

(6) "Adult": For the purpose of this award, the word "adult" shall mean a worker twenty-one years of age and over or a worker who is in receipt of the prescribed adult rate of pay.

(7) "Wholesale Establishment" shall mean any warehouse or place where goods are exclusively or principally sold for re-sale and/or where goods are sold for consumption and/or use in another business.

(8) "Canvasser" shall mean a worker who collects or requests orders by retail for goods in places other than the employer's establishment, but shall not include motor vehicle salesmen.

(9) "Collector" shall mean a worker whose principal duties consist of collecting money for his employer in places other than the employer's establishment. The duties of a canvasser or collector may be amalgamated to suit the convenience of the employer's business.

(10) "Wholesale Salesman" shall mean a worker performing one or more of the following duties in any establishment selling by wholesale:-

Receiving, selling, assembling orders, distributing, handling goods for manufacture or sale by wholesale.

(11) "General Retail Shop" shall mean all shops other than special retail shops, small retail shops or section 42 shops.

(12) "Small Retail Shop"

A shop shall be regarded as a small retail shop if:

(a) Only goods or services listed in Schedule "A" to this award are sold or provided at the retail shop.

(b) The retail shop is owned and operated by not more than two natural persons either in partnership or as a body corporate and the retail shop -

(i) is the only retail shop operated by those persons or any one of them or the body corporate, as the case requires;

(ii) is operated solely or principally for those persons or the members of the body corporate, as the case requires; and

(iii) is operated at any one time by not more than 4 persons including at least one of the persons who own and operate the retail shop;

(c) The permanent Head of the Department of Labour has issued a certificate in relation to the retail shop certifying that it is a small retail shop in terms of this subclause.

(13) "Special Retail Shop"

A shop shall be regarded as a special retail shop if:-

(a) A certificate is issued by the Permanent Head of the Department of Labour in relation to the retail shop specifying it to be a special retail shop as contained in Schedule "B" to this Award; and

(b) only the goods or services or both that are prescribed in relation to a special retail shop of that category are sold or provided at the retail shop.

(14) "Section 42 Shop" shall mean a shop operating under a permit issued pursuant to section 42 of the Retail Trading Hours Act 1987.

(15) "Window Dresser/Visual Merchandiser" shall mean a worker whose principal duties consist of the arranging, creating, labelling or presentation of merchandise, fixtures and surrounding areas. Such duties shall include the use of tools, paint and other equipment associated with the visual display and presentation of goods and merchandise.

(16) "Ticket writer" shall mean a worker engaged in the production of price tickets and/or showcards by the use of water colours and/or employed on silk screen work, whether such work involves designing and/or setting or not; and/or engaged in operating a "printasign" machine.

7. - CASUAL WORKERS

(1) "Casual Worker" shall mean a worker engaged by the hour and who may be dismissed or leave the employer's service at any moment without notice and except as hereinafter provided shall not be engaged for more than 30 hours per week in ordinary hours.

Notwithstanding the aforementioned a casual worker may be engaged in ordinary hours for 38 hours per week for periods not in excess of 4 consecutive weeks.

Any casual worker engaged and not permitted to commence work shall receive two hours' pay at the rate of 20 per centum in addition to the appropriate rates of wages prescribed in this award.

(2) The minimum period of engagement for casual workers shall be three consecutive hours on any day. Provided that:-

(a) School students who are employed solely to collect trolleys in or about a shopping centre complex may be employed for a minimum of two consecutive hours between 4.00 p.m. and 6.00 p.m. Monday to Saturday inclusive;

(b) Employees who are undergoing a period of training may be employed for a minimum of two consecutive hours in each of two such training periods which shall be undertaken in the first fortnight of employment;

(3) The rate for casual workers within ordinary time shall unless otherwise stated, be determined by dividing the appropriate wage rate prescribed by Clause 28. - Wages of this Award by thirty eight (38) and adding the appropriate loading prescribed by the award.

(4) A casual worker shall be paid an additional loading in accordance with the following scale:

(a) where the casual engagement on any day is for a full day's work - a loading of twenty (20) per cent.

(b) where the casual engagement on any day is for less than a full day's work - a loading of twenty-five (25) per cent.

(5) Calculation of Saturday rates for casual workers.

The rate of pay for casual workers working on Saturdays during ordinary time shall be determined according to the following formula:-

Weekly rate for full time worker	+	Weekly rate for ordinary hours between Monday and Saturday with the completion of ordinary hours after 1.00p.m. Saturday - weekly rate for ordinary hours
Monday to Friday 38		Monday to Friday 7.6

x 120%

(6) Tea breaks shall be taken in accordance with Clause 11. - Meal Breaks and Rest Periods.

(7) Meal breaks shall be taken in accordance with Clause 11. - Meal Breaks and Rest Periods.

7A. - NIGHTFILL DUTY

(1) Shop assistants (as defined) may be employed on duties associated with stock replenishment, pricing or labelling during times when the shop is closed to public trading Monday to Saturday inclusive.

(2) Subject to the provisions of Clause 9. - Hours, Clause 8. - Part Time Workers and Clause 7. - Casual Workers shop assistants may be employed on a full time, part time or casual basis.

(3) Meal breaks shall be taken in accordance with Clause 11. - Meal Breaks and Rest Periods.

(4) Tea breaks shall be taken in accordance with Clause 11. - Meal Breaks and Rest Periods.

(5) Where a holiday prescribed in Clause 14. - Holidays of this award falls on any day upon which a worker is required to work ordinary hours, the ordinary hours in that week shall be reduced by the number of hours ordinarily worked by that worker on the day on which the holiday occurs.

(6) Any junior worker employed subject to this Clause who is under 18 years of age shall be paid as though he were 18 years of age.

(7) Workers employed other than under this subclause by an employer shall not be employed by that employer under the terms of this subclause.

(8) Overtime worked by employees under this Clause shall be paid for it at the rates prescribed in Clause 13. - Overtime.

(9) (a) A full-time, part-time or casual worker employed in a "General Retail Shop" or "Special Retail Shop" pursuant to this clause shall be paid an additional loading as prescribed hereunder:

(i) Monday to Saturday prior to 7.00 am

(aa) Full-time and Part-time Workers

- a loading of $2.70 per hour in addition to the ordinary hourly rate of a full-time or part-time worker.

(bb) Casual Workers

- a loading of $2.70 per hour in addition to the ordinary casual rate as laid down in paragraph (a) of subclause (4) of Clause 7. - Casual Workers.

(ii) Saturday between 5.00 pm and Midnight

(aa) Full-time and Part-time Workers

- a loading of $3.84 per hour in addition to the ordinary hourly rate of a full-time worker as prescribed in column (i) of subclause (1) of Part I of Clause 28. - Wages.

(bb) Part-time Workers

- a loading of $8.35 per hour in addition to the ordinary hourly rate of a full-time shop assistant as prescribed in column (i) of subclause (1) of Part I of Clause 28. - Wages.

(cc) Casual Workers

- a loading of $10.00 per hour in addition to the ordinary casual rate as laid down in paragraph (a) of subclause (4) of Clause 7. - Casual Workers.

(b) Junior workers shall be paid the appropriate percentage as laid down in Part II of Clause 28. - Wages.

(c) The loadings referred to in (i) and (ii) above shall be paid for the purpose of superannuation calculations.

8. - PART-TIME WORKERS

(1) Except as hereinafter provided, a part-time worker shall mean a worker who may be engaged on any day Monday to Saturday inclusive for a minimum of twelve hours per fortnight, and a maximum of sixty four hours per fortnight, with not more than ten daily work commencements in any fortnightly period. Provided that a part-time worker shall not be engaged for less than three consecutive hours, nor more than nine and half consecutive hours exclusive of meal times on any one day, except as provided by subclause (6) hereof.

Provided further, that an employer and the Union may agree in writing to extend the maximum ordinary hours that may be worked pursuant to this subclause.

(2) A part time worker shall receive payment for wages, annual leave, holidays, sick leave and long service leave on a pro rata basis in the same proportion as the number of hours regularly worked each week bears to 38 hours.

(3) When a day, being a day when a worker would have been rostered to work is a holiday under the provisions of Clause 14. - Holidays of this award, then that day shall be a holiday without deduction of pay to such worker.

(4) Tea breaks shall be taken in accordance with Clause 11. - Meal Breaks and Rest Periods.

(5) Meal breaks shall be taken in accordance with Clause 11. - Meal Breaks and Rest Periods.

(6) On the day of late night trading, part-time workers may be employed for a maximum of 11½ hours within ordinary time.

(7) The rate of pay for part time workers working on Saturdays during ordinary time shall be determined according to the following formula:

(a) For all hours worked between 8.00a.m. and 1p.m.

Weekly rate for full time worker Monday to Friday. / 38 + Weekly rate for ordinary hours between Monday and Saturday with the completion of ordinary hours at or before 1.00p.m. Saturday - weekly rate for ordinaryhours Monday to Friday. / 4

(b) For all hours worked after 1.00p.m. and up to and including 6.00p.m.

Weekly rate for full time worker Monday toFriday. / 38 + Weekly rate for ordinary hours between Monday and Saturday with the completion of ordinary hours after 1.00p.m. Saturday - weekly rate for ordinaryhours Monday to Friday. / 7.6

9. - HOURS

PART 1 - HOURS OF WORK

(1) (a) Subject to this clause and except as provided elsewhere in this award the ordinary hours of work shall be 38 per week, or an average of 38 per week, to be worked in one of the following methods:

(i) 38 hours in one week

(ii) 76 hours in two consecutive weeks

(iii) 114 hours in three consecutive weeks

(iv) 152 hours in four consecutive weeks

(b) (i) The ordinary hours of work shall be exclusive of meal breaks and be so rostered that a worker shall not be required to commence work on more than 5 days in each week or 10 days in each fortnight of any work cycle.

(ii) Except on the day of late night trading when the maximum shall be 11.5 hours within ordinary hours, a full-time worker may be engaged for a maximum of 9.5 hours within ordinary hours.

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

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

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

- not more than 6 hours' work on one day in each week.

- not more than 7.6 hours' work on any day.

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

- not more than 19 days' work in each 4 week cycle.

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

- not more than 6 hours' work on one day in each week.

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

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

- not more than 19 days in each 4 week cycle.

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

- not more than 6 hours' work on one day in each week.

- not more than 7.6 hours' work on any day.

(f) The employer shall give the union 7 days' notice of any working hours agreement reached in accordance with the provisions of this Clause. Any dispute arising out of the method of implementation of the working hours arrangement shall be referred to the Commission for adjudication.

(g) (i) By agreement employees may request that the rostered day off be rescheduled and taken at any other convenient time within the period of the current or the next following work cycle.

(ii) By agreement between the employer and a worker, the rostered day off may be accumulated up to a maximum of five days in any one year. Such accumulated periods may be taken at times mutually convenient to the employer and the worker.

(h) All overtime worked on a rostered day off shall be paid for at the rate laid down by Clause 13(7)(a) of this award.

(i) Schedules of Rostered Days Off will be published and displayed in a place accessible to staff, one month in advance.

(j) If a public holiday falls on a Rostered Day Off, an employee shall be compensated in one of the following methods by agreement between the employer and employee:

(i) payment of an additional day's wages, or

(ii) another day shall be allowed with pay within twenty eight days, or

(iii) an additional day shall be added to the annual leave entitlement.

PART II - ORDINARY HOURS

(1) (a) Subject to Part I of this Clause

Establishments shall arrange the ordinary hours of work each day according to the provisions herein:

(b) "General Retail Shops" - the ordinary hours of work may be worked on any or all days of the week between the hours of 7.00 a.m. and 6.00 p.m. Monday to Saturday inclusive, excepting the day of late night trading when the ordinary hours of work may be worked between 7.00 a.m. and 9.00 p.m.

(c) "Small Retail Shops" - the ordinary hours of work shall be worked within a spread on 11 consecutive hours exclusive of meal breaks except on the day of late night trading where the spread may be 12 consecutive hours exclusive of meal breaks between the hours of 6.00a.m and 11.30p.m.

(d) (i) "Special Retail Shops" - except as provided in placitum (ii) herein, the ordinary hours of work may be worked on any or all days of the week between the hours of 7.00 a.m. and 6.00 p.m. excepting on the day of late night trading when the ordinary hours of work may be worked between 7.00 a.m. and 9.00 p.m.

(ii) "Special Retail Shops" (Pharmacies) - the ordinary hours of work may be worked on any or all days of the week between the hours of 6.00a.m. and 11.30p.m.

(e) "Section 42 Shops" - the ordinary hours of work may be worked on any or all days of the week.

(f) "All Other Establishments" - the ordinary hours of work may be worked on any or all days of the week Monday to Saturday inclusive: provided that on the days Monday to Friday inclusive the hours of work shall be between 6.30a.m. and 6.00p.m. and on Saturdays such hours of work shall be between 7.00a.m. and 5.00p.m.

PART III - ROSTERS

(1) Subject to Part I of this Clause each full time weekly employee shall be employed on one of the following rosters:

(a) Monday to Friday (inclusive) in which case Saturday shall be deemed to be the employee's rostered day off.

(b) Two week roster in which case the employees shall be rostered off on alternative Saturdays and alternative late night trading nights. In such case the rostered day off shall be a Monday following the rostered Saturday off or Friday preceding the rostered Saturday off and work on the Saturday rostered on shall conclude by 1.00p.m.

(c) Tuesday to Saturday (inclusive) in which case Monday shall be deemed to be the employee's rostered day off.

(d) Nine start per fortnight roster in which case the employee shall be rostered off on alternative Saturdays and alternative late night trading nights and the rostered days off shall be consecutive and immediately prior to or after the Saturday off work.

(e) Four start per week roster in which case the employee shall submit a written request to the employer to work such a roster. The work period shall be Wednesday to Saturday each week including the full day of late night trading after 6.00p.m. The rostered day off shall be Monday and Tuesday of each week. An employee shall receive a full thirty eight (38) hours pay plus other award entitlements for working such roster.

(f) (i) An employee employed in a shop described in paragraphs (1)(c) to (1)(e) of Part II - Ordinary Hours may be rostered to work ordinary hours on a Sunday provided the employee freely gives his/her consent to being so rostered on each occasion.

(ii) Sunday work in accordance with this paragraph shall be paid for at the rate prescribed in paragraph (5)(b) of Clause 13. - Overtime of this award.

(iii) A roster for an employee in accordance with this paragraph shall provide for not more than five consecutive working days and for two consecutive rostered days off in each week.

PART IV - SMALL SHOPS

(1) The requirements of Part III - Rosters of this clause shall not apply to any shop employing less than four weekly employees subject to this award.

(2) An employee employed in a shop described in paragraphs (1)(c) to (1)(e) of Part II - Ordinary Hours may be rostered to work ordinary hours on a Sunday provided the employee freely gives his/her consent to being so rostered on each occasion. Such work shall be paid for at the rate prescribed in paragraph (5)(b) of Clause 13. - Overtime of this award.

(3) A roster for an employee shall provide for two rostered days off in each week or four days in each fortnight, and shall not require an employee to work on more than six consecutive days.

10. - DISPLAY OF ROSTERS

(1) Every employer shall post or cause to be posted and keep posted, in a conspicuous position in each establishment, so as to be easily accessible to, and easily read by, every worker employed therein, a roster written in the English language showing:

(a) The name of each worker bound by the award, and

(b) The days, during each work cycle, upon which the worker is required to work his/her ordinary hours of work, the start and finish times of each work period, and the time of any meal break.

(c) The particulars referred to in paragraph (b) above shall be published two weeks in advance and may be changed in any of the following circumstances:

(i) by two weeks notice,

(ii) by mutual agreement between employer and employee,

(iii) on account of the sickness or absence of a worker,

(iv) by the inclusion of particulars in respect of casual workers.

(d) Where changes to rosters are made in accordance with paragraph (c) of this subclause, ordinary rates apply.

(2) Notwithstanding the provisions of subclause (1) herein, the employer may provide each worker with an individual roster in writing containing the required information.

(3) The particulars contained in such roster shall be in respect of the full week Monday to Saturday inclusive, during which it is posted.

(4) Schedules of rostered days off shall be published one month in advance.

(5) The ordinary hours of work and any meal interval prescribed by this award shall be rostered as a continuous period on any day.

11. - MEAL BREAKS AND REST BREAKS

(1) Ordinary Hours Meal Breaks - Unpaid

(a) On every day that an employee works more than five ordinary hours, he or she shall be allowed a meal break of not less than 45 minutes and not more than one hour. Provided that any employee and any employer may agree that the meal break shall be not less than 30 minutes.

(b) An employee shall not take a meal break before he or she has worked at least two and a half hours and shall not work more than five hours without having a meal break.

(c) Notwithstanding paragraph (b), where an employee does work more than five hours before or after a meal break, they will be eligible for a 15 minute paid tea break in accordance with paragraph (c) of subclause (2) below.

(d) On each day that ordinary hours are worked the meal break shall be taken during the hours of 11.00am and 3.00pm.

(e) An employee who is required to work in ordinary hours on the night of late night trading shall be entitled to take a meal break between the hours of 4.30pm and 7.00pm.

(2) Ordinary Hours Tea Breaks - Paid

(a) All employees working more than four and a half but not exceeding eight ordinary hours of work on any day shall be entitled to one paid ten minute tea break. The tea break shall be taken to suit the needs of the business, provided that:

(i) the break is not taken in the first hour of work on any day, or in the first hour of work after a meal break; and

(ii) no employee is required to work more than four and a half ordinary hours without having a tea break.

(b) All employees working more than eight ordinary hours of work on any day shall be entitled to two ten minute paid tea breaks, one to be taken in the morning and one to be taken in the afternoon. The tea breaks shall be taken to suit the needs of the business, provided that:

(i) the breaks are not taken in the first hour of work on any day, or in the first hour of work after a meal break; and

(ii) no employee is required to work more than four and a half ordinary hours without having a tea break.

(c) Where an employee works more than five ordinary hours before or after a meal break in accordance with paragraph (c) of subclause (1) above, the tea break prescribed by paragraphs (a) and (b) above shall be 15 minutes in lieu of 10 minutes and the unpaid second meal break.

(3) Overtime Meal Breaks - Unpaid

(a) Where an employee is required to continue working beyond his or her normal finishing time for more than two hours he or she shall be allowed an unpaid break for a meal of not less than 30 minutes. This meal break shall be allowed to the employee during the employee's overtime work, and not before 5.00pm.

(b) If the overtime continues beyond the meal break, an additional 30 minute unpaid meal break shall be allowed after each period of overtime of not more than five hours.

(4) The meal breaks prescribed by this clause shall be granted and taken in one continuous period.

12. - MEAL MONEY

(1) When a worker is required to continue working after the usual finishing time for more than one hour he/she shall be paid $9.80 for the purchase of any meal required.

(2) Late Night Trading Meal Allowance:

A worker who commences work at or prior to 1.00pm on the day of late night trading and is required to work beyond 7.00pm on that day shall be paid a meal allowance of $9.80.

(3) Meal money may be paid prior to the meal period on the day upon which the overtime is to be worked or as part of the normal weekly or fortnightly wage as appropriate.

13. - OVERTIME

(1) (a) Subject to the provisions of Clause 9. - Hours, all time worked outside of ordinary hours shall be deemed to be overtime, payable in accordance with this clause.

(b) Where more than 38 hours are worked in any week during a period of two consecutive weeks the provisions of this clause shall not apply unless:

(i) more than 76 ordinary hours are worked in that two week period; or

(ii) more than 38 ordinary hours are worked in that two week period if one week of a period of annual leave occurs in that two week period.

(2) Any worker on duty when, in accordance with the roster such worker should be off duty (except as provided by subclause (1) of Clause 10. - Display of Rosters), shall be paid at overtime rates.

(3) All time worked before the usual starting time or after the usual finishing time in any establishment shall be paid for at overtime rates.

(4) Excepting as provided hereunder, all overtime worked shall be paid for at the rate of time and a half for the first two hours and double time thereafter. In the calculation of overtime each day shall stand alone, excepting in the case of Small Retail Shops where overtime is calculated on a weekly basis.

(5) (a) All overtime worked after 12.00 o'clock noon on Saturday shall be paid for at the rate of double time.

(b) Work performed on a Sunday shall be paid for at the rate of double time.

(6) Work performed on a holiday prescribed in subclause (1) of Clause 14. - Holidays hereof shall be paid for at the rate of double time and a half.

(7) (a) Work performed on any day Monday to Saturday inclusive which is a worker's rostered day off shall be paid for at the rate of time and a half for the first two hours and double time thereafter with a minimum engagement of 4 hours at overtime rates.

(b) Notwithstanding paragraph (a) above, work performed on Saturdays before 12 o'clock noon in establishments which work a five-day week (Monday to Friday inclusive) shall be paid for at the rate of time and a half for the first two hours and double time thereafter.

(c) Notwithstanding (a) and (b) above, work performed on Saturdays before 12 o'clock noon by Night Fillers shall be paid for at the rate of time and one-half for the first two hours and double time thereafter.

(8) When a worker is recalled to work after leaving the employer's work establishment he/she shall be paid for at least three hours at the appropriate rate, and time reasonably spent in getting to and from work shall be counted as time worked.

(9) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that workers have at least eight consecutive hours off duty between the work of successive days. A worker (other than a casual worker) who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not had at least eight consecutive hours off duty between those times, shall, subject to this paragraph, be released after completion of such overtime until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instructions of his employer, such a worker resumes or continues work without having had eight consecutive hours off duty, he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(10) Notwithstanding anything contained in this award -

(a) An employer may require any worker other than part-time workers to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(b) No organisation, party to this award or worker or workers covered by this award, shall in any way whether directly or indirectly be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(11) Notwithstanding anything contained in this clause, an employee and an employer may agree that time off shall be allowed in lieu of payment of overtime. Such time off shall be allowed subject to -

(a) the time off allowed shall be equivalent to the overtime rate that otherwise would have been paid; and

(b) the time of taking time off shall be agreed at the time of arranging the overtime.

14. - HOLIDAYS

(1) (a) The following days or the days observed in lieu shall, subject to this subclause and to clause 13. - Overtime be allowed as holidays without deduction of pay, namely, New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be

taken as a holiday by arrangement between the parties in lieu of any of the days named in this subclause.

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

(2) Where -

(a) a day is proclaimed as a public holiday or public half-holiday under section 7 of the Public and Bank Holidays Act 1972; and

(b) that proclamation does not apply throughout the State or to the metropolitan area of the State,

that day shall be a whole holiday or, as the case may be, a half-holiday for the purposes of this award within the district or locality specified in the proclamation.

(3) A worker absent without leave on the day before or the day after any of the holidays referred to in subclause (1) shall be liable to forfeit wages for the holiday as well as for the day of absence except where an employer is satisfied that the worker's absence was caused through illness in which case wages shall not be forfeited for the holiday. Provided that a worker absent on one day only, either before or after a group of holidays, shall forfeit wages only for one holiday as well as for the period of absence.

(4) Where the services of a worker are terminated by the employer on the day preceding a holiday or holidays, refer to Clause 20 - Contract of Employment and Termination, subclause (3)

(5) (a) When any of the holidays prescribed in subclause (1) of this Clause falls on a day which for a full time or part time employee is a day of the week upon which he or she is usually required to work less than one fifth of his or her ordinary weekly hours of duty, such employee shall be allowed time off duty without deduction of pay equivalent to the difference between the time usually worked (on that day) and one fifth of the ordinary weekly hours of duty.

(b) Provided that an employee who works overtime on such a day shall receive time off equivalent to the difference between the time off calculated in accordance with paragraph (a) of this subclause and the hours for which he or she has been paid at overtime rates.

(c) The time off duty is to be allowed either:

(i) at a time mutually agreed to between the employee and the employer or

(ii) in addition to but not as part of the annual leave to which the employee is entitled pursuant to Clause 15. - Annual leave of this award.

(d) The provisions of this subclause shall not apply to casual employees.

(6) Where a holiday prescribed in Clause 14. - Holidays of this award falls on any day upon which a worker is required to work ordinary hours, the ordinary hours in that week shall be reduced by the number of hours ordinarily worked by that worker on the day on which the holiday occurs.

15. - ANNUAL LEAVE

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

(2) (a) During a period of annual leave an employee shall be paid a loading of 17.5% calculated on his or her ordinary wages, as prescribed by this award.

(b) The loading prescribed by paragraph (a) above shall not apply to proportionate leave paid out on termination.

(3) If any holiday as prescribed by Clause 14. - Holidays of this award falls within an employee's period of annual leave and is observed on a day which would otherwise have been an ordinary working day for that employee, one day shall be added to the employee's period of annual leave for each such holiday.

(4) (a) Entitlement to annual leave shall accrue weekly at the rate of 2.923 hours per week.

(b) If after one week's continuous service in any qualifying 12 month period an employee leaves his or her employment or his or her employment is terminated by the employer, then the employee shall be paid 2.923 hours' pay at his or her ordinary rate of pay for each completed week of service.

(c) In addition to the payment to which an employee may be entitled under paragraph (a) of this subclause, an employee whose employment terminates after the completion of a twelve month qualifying period and who has not been allowed the leave or a portion of the leave prescribed under this award shall be given payment as prescribed by subclauses (1) and (2)(a) of this clause in lieu of that leave or portion of leave, unless:

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

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

(5) Any time in respect of which a worker is absent from work except time for which he is entitled to claim sick pay or time spent on holidays or annual leave as prescribed by this award shall not count for the purpose of determining his right to annual leave.

(6) In the event of a worker being employed by an employer for portion only of a year, he shall only be entitled, subject to subclause (4) of this clause to such leave on full pay as is proportionate to his length of service during that period with such employer, and if such leave is not equal to the leave given to the other workers he shall not be entitled to work or pay whilst the other workers of such employer are on leave on full pay.

(7) In special circumstances and by mutual consent of the employer, the worker and the union concerned, annual leave may be taken in not more than two periods.

(8) When a worker is entitled to annual leave under this clause, he shall receive at least two weeks' notice from his employer of the date when it will be convenient to the employer that such worker shall take his leave.

(9) Every worker shall be given and shall take annual leave within six months after the date the leave falls due.

(10) The provisions of this clause shall not apply to casual workers.

(11) Notwithstanding anything else herein contained an employer who observes a Christmas close down for the purpose of granting annual leave may require a worker to take his annual leave in not more than two periods but neither of such periods shall be less than one week.

16. - CHANGE ROOMS

Where an employer usually has more than six workers engaged at the same time under the terms of this award, he shall provide his workers with a suitable room for keeping their hats and clothing and to use as a room for

taking their meals. Such room shall be situated within a reasonable distance of his place of business and shall be kept in a proper state of cleanliness and shall be equipped with coat-hangers, tables and chairs.

17. - NO REDUCTION

Nothing herein contained shall entitle an employer to reduce the wage of any worker who at the date of this award was being paid a higher rate of wage than the minimum prescribed for his or her class of work.

18. - HIGHER DUTIES

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

19. - CASUAL LIMITATIONS

(1) In a general retail shop or special retail shop employing 13 or more employees the total number of hours worked by a casual employee shall not exceed 33 1/3% of the total hours worked in that shop. Hours worked by nightfill employees shall not be included in this calculation.

(2) Provided the 33 1/3% limitation on casual hours worked in general retail shops or special retail shops shall not apply to:

- Tourist resort areas during tourist extended trading hours

- Christmas and/or Easter.

(3) Provided further that any general retail shop or special retail shop referred to above which at 1/9/1990 employs casuals to an extent exceeding 33 1/3% of total hours worked in the shop may continue to do so provided that no additional casuals are employed until the limit of hours of 33 1/3% is achieved.

20. - CONTRACT OF EMPLOYMENT AND TERMINATION

(1) (a) An employee will be engaged as a full time, part time or casual employee.

(b) A full time or part time employee engaged for a period of four consecutive weeks or less shall be deemed a casual employee and be paid not less than the minimum rates of wages contained in Clause 7. - Casual Workers hereof.

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

(2) In addition to the provisions contained in Clause 31(2), an employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training and to use such equipment as may be required, provided that the employee has been properly trained in the use of such equipment.

(3) Termination of Employment

(a) Full time and Part time employees

(i) Should an Employer wish to terminate a full time or part time employee, the following period of notice shall be provided:

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

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

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

(iv) Payment in lieu of notice shall be calculated using the employees weekly ordinary time earnings.

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

(vi) Notice of termination by employee

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

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

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

(vii) Termination by employer prior to public holiday.

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

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

(viii) Probation

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

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

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

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

(b) Casual Employees

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

21. - TIME AND WAGES RECORD

(1) Each employer bound by this award shall maintain a record containing the following information relating to each worker -

(a) the name and address given by the worker,

(b) the age of the worker if paid as a junior worker,

(c) the classification of the worker and whether the worker is full-time, part-time or casual,

(d) the commencing and finishing times of each period of work each day,

(e) the number of ordinary hours and the number of overtime hours worked each day and the totals for each pay period,

(f) the wages and any allowances paid to the worker each pay period and any deductions made therefrom.

(g) the amount of superannuation contributions made to the superannuation fund in accordance with Clause 45.-Superannuation of this Award by the employer.

(2) (a) At the time of payment of wages the worker may be given a pay slip showing that part of the record specified in paragraphs (e) and (f) of subclause (1) with respect to the pay period for which payment is being made.

(b) If a pay slip is not given to the worker as prescribed in paragraph (a) hereof the employer shall permit the worker to inspect the record either at the time of payment or at such other time as may be convenient to the employer. The employer shall not unreasonably withhold the record from inspection by the worker.

(3) (a) The record may be maintained in one or more parts depending on the system of recording used by the employer whether manual or mechanical provided that if the record is maintained in more than one part, those parts shall be kept in such a manner as will enable the inspection referred to in subclauses (2) and (4) to be conducted at the one establishment.

(b) The record shall be kept in date order so that the inspections referred to in subclauses (2) and (4) of this clause may be made with respect to any period in the six years from 1st March l984.

(c) The employer may, if it is part of normal business practice, periodically send the record or any part of the record to another person, provided that the provision of this paragraph shall not relieve the employer of the obligations with respect to provisions contained elsewhere in this clause with the exception of those contained in paragraph (b) of this subclause.

(d) Before exercising a power of inspection the representative shall give reasonable notice of not less than 24 hours to the employer.

Subject to this clause the record shall be available for inspection by a duly authorised official of the union during the normal hours of business of the employer, but excepting any time when the employer or his employees who are required to maintain the record may be absent.

(e) The union official shall be permitted reasonable time to inspect the record and, if he requires, take an extract or copy of any of the information contained therein.

(4) (a) If, for any reason, the record is not available for inspection by the union official when the request is made, the union official and the employer or his agent may fix a mutually convenient time for the inspection to take place.

(b) If a mutually convenient time cannot be fixed, the union official may advise the employer in writing that he requires to inspect the record in accordance with the provisions of this award and shall specify the period contained in the record which he requires to inspect.

(c) Within 10 days of the receipt of such advice:

(i) Employers who normally keep the record at a place more than 35 kilometres from the G.P.O. Perth shall send a copy of that part of the record specified to the office of the union; and,

(ii) employers who normally keep the record at a place less than 35 kilometres from the G.P.O. Perth shall make the record available to the union official at the time specified by the union official. If the record is not then made available to the union official the employer shall within three days send a copy of that part of the record specified to the office of the union.

(d) In the event of a demand made by the union which the employer considers unreasonable the employer may apply to the Industrial Commission for direction. An application to the Industrial Commission made by an employer for direction will, subject to that direction, stay the requirements contained elsewhere in this subclause.

(e) The Roster referred to in clause 10. - Display of Rosters shall be available for inspection by a duly authorised representative of the union during normal trading hours.

22. - UNIFORMS AND OVERALLS

(1) On or after the 1st day of January 1987, any employer who requires an employee to wear a uniform for the purpose of his or her employment shall supply such uniforms free of charge or pay for its purchase and such uniform shall remain the property of the employer.

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

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

23. - BOARD OF REFERENCE

(1) The Commission hereby appoints for the purposes of this award, a Board of Reference consisting of a chairman and two other members who shall be appointed pursuant to section 48 of the Industrial Arbitration Act, 1979.

(2) The Board of Reference is hereby assigned the function of allowing, approving, fixing, determining or dealing with any matters of difference between the parties in relation to any matter which, under this award, may be allowed, approved, fixed, determined or dealt with by a Board of Reference.

24. - SUPPORTED WAGES EMPLOYEES

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

(a) "Supported Wage System" means the Commonwealth Government system to promote employment for people who cannot work at full Award wages because of a disability, as documented in "[Supported Wage System: Guidelines and Assessment Process]".

(b) "Accredited Assessor" means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.

(c) "Disability Support Pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.

(d) "Assessment Instrument" means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

(2) Eligibility Criteria

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.

(The Clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this Award relating to the rehabilitation of employees who are injured in the course of their current employment.)

The Award does not apply to employers in respect of their facility, program, undertaking, service or the like which receives funding under the Disability Services Act 1986 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under Section 10 or Section 12A of the Act, or if a part only has received recognition, that part.

(3) Supported Wage Rates

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

Assessed Capacity (Subclause (4))	% of Prescribed Award Rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(Provided that the minimum amount payable shall not be less than $45.00 per week.)

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

(4) Assessment of Capacity

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

(a) the employer and the union, in consultation with the employee or, if desired, by any of these; and

(b) the employer and an accredited assessor from a panel agreed by the parties to the Award and the employee.

(5) Lodgement of Assessment Instrument

(a) All assessment instruments under the conditions of this clause, including the appropriate percentage of the Award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Western Australian Industrial Relations Commission.

(b) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the award, is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within ten working days.

(6) Review of Assessment

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

(7) Other Terms and Conditions of Employment

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

(8) Workplace Adjustment

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

(9) Trial Period

(a) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

(b) During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

(c) The minimum amount payable to the employee during the trial period shall be no less than $45.00 per week.

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

(e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause (4) above.

25. - COUNTRY WORK AND TRAVELLING TIME

(1) When a worker is engaged on outside work, the employer shall pay all fares, and a proper allowance at current rates shall be paid for all necessary meals. Fares shall be second class, except when travelling by coastal boat, when saloon fares shall be paid.

(2) When a worker is engaged at such a distance that he cannot return at night, suitable board and lodging shall be found, at the employer's expense.

(3) Travelling time outside ordinary working hours shall be paid for at ordinary rates up to a maximum of twelve hours in any twenty-four hour period, from the time of starting on the journey: Provided that, when the travelling is by boat, not more than eight hours shall be paid for in such period.

26. - JUNIOR WORKER'S CERTIFICATE

(1) Junior workers shall if required furnish the employer with a certificate showing the following particulars -

(a) Name in full.

(b) Age and date of birth.

(2) The certificate shall be signed by the worker.

(3) No worker shall have any claim upon the employer for additional wages in the event of his age being wrongly stated on the certificate. If any worker mis-states his or her age in the certificate he or she alone shall be deemed guilty of a breach of this award, and in the event of a worker having received a higher rate than that to which he or she was entitled, he or she shall make restitution to the employer.

27. - SICK LEAVE

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

(b) Entitlement to payment for a full- time employee shall accrue weekly at the rate of 1.461 hours per week, such that an employee's maximum annual sick leave entitlement shall be 76 hours. For part-time employees the entitlement in hours to sick leave shall accrue at a rate per week calculated in the following manner:

Hours Per week
38 x 1.461

(c) The rate of pay for an absence in accordance with this clause shall be the employee’s ordinary wage that he/she would have received had he/she not been on leave. For part-time employees, payment shall only be made for rostered ordinary hours he/she would have worked had he/she not been on leave in accordance with this clause.

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

(2) The unused portions of the entitlement to paid sick leave in any one year shall accumulate from year to year and subject to this clause may be claimed by the worker if the absence by reason of personal ill health or injury exceeds the period for which entitlement has accrued during the year at the time of the absence. Provided that a worker shall not be entitled to claim payment for any period exceeding ten weeks in any one year of service.

(3) Employers and employees may enter into agreements with respect to the notification to the employer, within a specified period, of an employee's inability to attend work due to illness or injury. In all cases an employee shall notify the employer as soon as reasonably practicable of the absence, provided that:

(a) the agreement is between the employer and the majority of employees covered by this award who are affected by the notification requirements;

(b) the agreement is available for inspection in the same manner as prescribed in Clause 21. - Time and Wages Record; and

(c) an entitlement to payment under this clause shall not be withheld if:

(i) the employee has given notice within 24 hours of the commencement of the absence; or

(ii) the employee demonstrates extraordinary circumstances existed which prevented notice being given.

(4) The provisions of this clause do not apply to an employee who fails to produce a certificate from a medical practitioner dated at the time of the absence or who fails to supply such other proof of illness or injury that would satisfy a reasonable person. Provided that an employee shall not be required to produce a medical certificate or such other proof with respect to absences of two days or less unless after two such absences in any year of service the employer requests that the next and subsequent absences, if any, shall be accompanied by such certificate.

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

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

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

(d) Where paid sick leave has been granted by the employer in accordance with paragraphs (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid sick leave is hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the worker or, failing agreement, shall be added to the worker's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions of Clause 15. - 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 15. - 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.

28. - WAGES

Part I -

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

(1) With effect on and from the 7 July 2006.

ADULTS (Classifications and Wages per week):

	(i) Who works ordinary hours Monday to Friday	(ii) Who works ordinary hours between Monday and 1.00 pm Saturday	(iii) Who works ordinary hours between Monday and Saturday with the completion of ordinary hours after 1.00 pm Saturday
Shop Assistants, Sales Person, Wholesale Sales Person, Demonstrator, Canvasser and/or Collector, Storeperson, Packer, Despatch Hand, Reserve Stock Hand, Ticket Writer			
Award Rate	564.00	576.30	589.30
Window Dresser/ Visual Merchandiser			
Award Rate	570.90	583.20	598.20
Storeperson Operator Grade I			
Award Rate	575.20	587.50	602.60

Storeperson Operator Grade II

Award Rate	580.00	592.30	607.40

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) An employee in (1) - (5) above who is required by the employer to be in charge of a shop, store or warehouse or other employees shall be paid an in charge allowance for all purposes of the award calculated as follows:

(a) if placed in charge of a shop, store or warehouse with no other employees or if placed in charge of less than three other employees -

3.4% of the rate specified in subclause (1) - (5) above, as appropriate

(b) if placed in charge of three or more other employees but less than ten other employees -

6.2% of the rate specified in subclause (1) - (5) above, as appropriate

(c) if placed in charge of ten or more other employees -

11.2% of the rate specified in subclause (1) - (5) above, as appropriate

Part II -

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

Junior workers: (per cent of the appropriate wage prescribed in PART I hereof) per week:

	%
Under 16 years of age	40
16 years of age to 17 years of age	50
17 years of age to 18 years of age	60
18 years of age to 19 years of age	70
19 years of age to 20 years of age	80
20 years of age to 21 years of age	90

Part III -

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

(1) (a) A worker required to operate a ride-on power operated tow motor, a ride-on power operated pallet truck or a walk beside power operated high lift stacker in the performance of his duties shall be paid an additional 58 cents per hour whilst so engaged.

(b) A worker required to operate a ride-on power operated fork lift, high lift stacker or high lift stock picker or a power operated overhead traversing hoist in the performance of his duties shall be paid an additional 65 cents per hour whilst so engaged.

(c) The allowances prescribed by this subclause shall not be payable to an employee engaged, and paid, as a "Storeman Operator Grade 1" or a "Storeman Operator Grade 2".

(2) Any workers, whether a junior or adult, employed as a canvasser and/or collector shall be paid the adult male wage.

(3) Where a canvasser provides his own bicycle he shall be paid an allowance of $1.24 per week.

(4) (a) A worker shall receive an additional payment for every hour of which he spends 20 minutes or more in a cold chamber in accordance with the following:

In a cold chamber in which the temperature is:

(i) Below 0 Celsius to -20 Celsius - 70 cents per hour

(ii) Below -20 Celsius to -25 Celsius - 83 cents per hour

(iii) Below -25 Celsius - 94 cents per hour.

(b) Workers required to work in temperatures less than -18.9 Celsius shall be medically examined at the employer's expense.

(5) (a) A worker (full time, part time or casual) who is required to work any of his or her ordinary hours between 6.00p.m. and 11.30p.m. Monday to Friday inclusive in a "small retail shop" as defined or a "special retail shop" (pharmacy) as defined shall be paid at a loading of 20% for each hour worked after 6.00p.m.

For casual workers such loading shall be paid in addition to the rates prescribed in Clause 7 (4) of this award.

(b) A worker (part time or casual) who is required to work any of his or her ordinary hours between 6.00p.m. and 11.30p.m. on Saturday in a "small retail shop" as defined or a "special retail shop" (pharmacy) as defined shall be paid at a loading of 20% for each hour worked after 6.00p.m.

(i) A casual worker employed under paragraph (b) of this subclause shall be paid the 20% loading as calculated on the rates as determined by subclause (5) of Clause 7. - Casual Workers.

(ii) A part time worker employed under paragraph (b) of this subclause shall be paid the 20% loading as calculated on the rates as determined by paragraph (b) of subclause (7) of Clause 8. - Part Time Workers.

(6) (a) An employee in a "Section 42 shop" as defined who is required to work any of his or her ordinary hours between 6.00pm and midnight Monday to Friday inclusive shall be paid a loading of 20% for each hour so worked.

Provided that for casual workers such loading shall be paid in addition to the rates prescribed in Clause 7. - Casual Workers subclause (4) of this award.

(b) An employee in a "Section 42 shop" as defined who is required to work any of his or her ordinary hours between 6.00pm and midnight on Saturday shall be paid a loading of 20% for each hour worked after 6.00pm.

(i) A casual employee employed under paragraph (b) of this subclause shall be paid the 20% loading as calculated on the rates as determined by subclause (5) of Clause 7. - Casual Workers.

(ii) A full or part-time employee employed under paragraph (b) of this subclause shall be paid the 20% loading as calculated on the rates as determined by paragraph (b) of subclause (7) of Clause 8. - Part-Time Workers.

(c) An employee in a "Section 42 shop" as defined who is required to work any of his or her ordinary hours before 7.00am on any day Monday to Saturday inclusive shall be paid a loading of 30% for each hour so worked.

Provided that for casual workers such loading shall be paid in addition to the rates prescribed in Clause 7. - Casual Workers subclause (4) of this award.

(7) An automotive spare parts or accessories salesman qualified (i.e. one who has passed the appropriate course of technical training) shall be paid the sum of $21.90 per week in addition to the rates prescribed herein.

28A. - STRUCTURAL EFFICIENCY AGREEMENT - COLD STORAGE INDUSTRY

P. & O. Cold Stores and Clelands Cold Stores shall pay $21.21 per week in addition to the rates prescribed by Clause 28. - Wages of this award from the beginning of the first pay period commencing on or after 1 November 1989 and $3.51 in addition to the rates prescribed by Clause 28. - Wages of this award from the beginning of the first pay period commencing on or after 1 December 1989 on account of agreement reached for a structural efficiency package which the parties anticipate will result in the creation of a Cold Storage Award being negotiated in accordance with the objectives and content of the Structural Efficiency Principle.

29. - EASTER WEEK

(1) Except in the case of "small retail shops" as defined, in the week commencing immediately preceding Easter Day, employees engaged at that time shall not be required to work on Saturday, Easter Eve in 1990. Such employees may be required to work on Saturday, Easter Eve in subsequent years.

(2) All time worked on Saturday, Easter Eve within ordinary time shall be paid for at the rate of time and one half calculated on the Monday to Friday rate as prescribed in Column (i) of subclause (1) of Clause 28. - Wages of this Award.

30. - RIGHT OF ENTRY

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

(1) On notifying the employer or his representative an accredited representative of the union shall be permitted to interview a worker during non-working times or the meal period on the business premises of the employer, but this permission shall not be exercised without the consent of the employer more than once in any one week.

(2) In the case of a disagreement existing or anticipated concerning any of the provisions of this award, an accredited representative of the union, on notifying the employer or his representative, shall be

permitted to enter the business premises of the employer to view the work, the subject of any such disagreement, but shall not interfere in any way with the carrying out of such work.

31. - OTHER PROVISIONS

(1) Employees called upon to carry or lift shall do so in accordance with the Manual Handling Code of Practice issued by the Occupational Health, Safety and Welfare Commission of W.A.

(2) (a) It shall be part of employees' duties to perform cleaning functions incidental to their work. Without limiting the generality of the foregoing, the dusting of shelves and of stock, the sweeping up of string and wrapping around counters, the cleaning of implements and fixtures used in the work, the cleaning (including vacuum cleaning) of the immediate work area and the cleaning of spillages and breakages, shall be so included.

(b) An employee shall not be required to wet wash floors, clean lavatories, sweep pavements or clean the exteriors of windows other than for the removal of occasional defacements.

(c) An employee shall not be required to carry out systematic cleaning duties which go beyond the incidental functions as outlined in paragraph (a) of subclause (2) of this clause.

32. - MOTOR VEHICLE ALLOWANCE

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

AREA AND DETAILS	ENGINE DISPLACEMENT(IN CUBIC CENTIMETRES) RATE PER KILOMETRE (CENTS)		
Distance Travelled Each Yearon Employer's Business	Over 2600cc	Over1600cc - 2600cc	1600cc & Under
Metropolitan Area	65.2	58.4	50.8
South West Land Division	66.7	59.9	52.1
North of 23.5 Degree South Latitude	73.3	66.1	57.4
Rest of the State	69.0	61.8	53.7
Motor Cycle (in all areas)	22.5 cents per kilometre		

33. - LONG SERVICE LEAVE

The long service leave provisions published in Volume 59 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.

34. - SHIFT WORK

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

(1) Hours of Shifts:

(a) The ordinary hours of work for shift workers shall not exceed 38 in any week to be worked in shifts not exceeding eight hours (excluding meal breaks) between midnight on Sunday and midnight on Friday in accord with subclauses (1)(b), (c) and (d) of Clause 9. - Hours.

(b) Such ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. A worker shall not be required to work for more than 4 1/2 hours without a break for a meal of at least thirty minutes.

(c) Except at regular changeover of shifts a worker shall not be required to work more than one shift in each 24 hours.

(2) Definitions:

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

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

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

(3) Where any particular process is carried out on shifts other than day shift and less than five consecutive afternoon or five consecutive night shifts are worked on that process the workers employed on such afternoon or night shifts shall be paid at overtime rates.

(4) The consecutive sequence of shifts referred to in subclause (3) of this clause shall not be deemed to be broken by reason of the fact that work on the process is not carried out on a Saturday, Sunday or holiday.

(5) The loading on the ordinary rates of pay for each afternoon shift or night shift shall be -

(a) in the case of adult workers - 15% of one-fifth of the ordinary rate prescribed by this award, and

(b) in the case of junior workers - seventy-five per cent of the amount prescribed for adult workers.

(6) The employer shall post in a place readily accessible to the workers a roster showing the starting and finishing times of the shifts each week.

(7) Overtime on afternoon shift or night shift shall be calculated on the rate payable for shift work.

(8) A junior worker under the age of eighteen years shall not be required to work afternoon shift or night shift without his consent.

(9) A worker shall not work continuous afternoon shift or night shift unless he elects to do so.

(10) The loading on the ordinary rates of pay for employees required to work permanent night shifts shall be 25 per cent of one fifth of the ordinary rate of pay prescribed by this award.

35. - PAYMENT OF WAGES

(1) (a) The employer may elect to pay employees in cash, by cheque or by means of a credit transfer to a bank, building society or credit union account in the name of the employee. The day that the credit transfer is credited to the employee's account shall be deemed to be the date of payment.

(b) Payment shall be made within three trading days from the last day of the pay period and if in cash or by cheque shall be made during the employee's ordinary working hours.

(c) No employer shall change its method of payment to employees without first giving them at least four weeks' notice of such change.

(d) No employee shall be required to accept a change in the method of payment if such change causes hardship. Any dispute concerning hardship in a particular case shall be referred to a Board of Reference for determination.

(2) (a) The employer may elect to pay employees weekly or fortnightly in accordance with subclause (1) of this clause.

(b) No employer shall change the frequency of payment to employees without first giving them and the Union at least four weeks' notice of such change.

(c) The method of introducing a fortnightly pay system shall be by the payment of an additional week's wages in the last weekly pay before the change to fortnightly pays to be repaid by equal fortnightly deductions made from the next and subsequent pays provided the period for repayment shall not be less than 20 weeks or some other method agreed upon by the Union and employer.

(3) For the purpose of effecting the rostering off of workers as provided by this award such wages may be either for the actual hours worked each week; or an amount being the calculated weekly average of the wages accruing over the two or three, as the case may be, consecutive weekly period.

36. - POSTING OF AWARD

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

37. - STAND DOWN

(1) Notwithstanding the provisions of clause 20. - Contract of Employment and Termination the employer may stand down without pay any worker who cannot be usefully employed because of any strike, ban, limitation or restriction on the performance of work by workers or any union, association or organisation or because of any break down or failure of the employer's machinery which the employer could not reasonably have prevented.

(2) The provisions of subclause (1) of this clause shall not be applied unless and until the ordinary hours in which the worker cannot be usefully employed because of a strike, ban, limitation or restriction on the performance of work or a break down or failure of the employer's machinery exceeds four.

38. - BEREAVEMENT LEAVE

(1) An employee shall, on the death of the spouse, de facto spouse, parent, step-parent, child or step-child of the employee or any other person who, immediately before that person's death, lived with the employee as a member of the employee's family, be entitled to paid bereavement leave for ordinary hours of up to two days.

(2) The right to such leave shall be dependent on compliance with the following conditions.

(a) The employee shall furnish proof such as would satisfy a reasonable person as to the death that is the subject of the leave and/or the relationship of the employee to the deceased person should the employer so request.

(b) The employee shall not be entitled to leave under this clause during a period of any other kind of leave.

39. - 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.

TOWN	PER WEEK
Agnew	$17.80
Argyle	$46.80
Balladonia	$17.90
Barrow Island	$30.40
Boulder	$7.40
Broome	$28.40
Bullfinch	$8.40
Carnarvon	$14.50
Cockatoo Island	$31.20
Coolgardie	$7.40
Cue	$18.10
Dampier	$24.60
Denham	$14.50
Derby	$29.50
Esperance	$5.30
Eucla	$19.80
Exmouth	$25.70
Fitzroy Crossing	$35.70
Goldsworthy	$15.70
Halls Creek	$41.00
Kalbarri	$6.20
Kalgoorlie	$7.40
Kambalda	$7.40
Karratha	$29.40
Koolan Island	$31.20
Koolyanobbing	$8.40
Kununurra	$46.80
Laverton	$18.00
Learmonth	$25.70
Leinster	$17.80
Leonora	$18.00
Madura	$18.90
Marble Bar	$45.00
Meekatharra	$15.60
Mount Magnet	$19.50
Mundrabilla	$19.40
Newman	$17.00
Norseman	$15.40
Nullagine	$44.90
Onslow	$30.40
Pannawonica	$23.00
Paraburdoo	$22.90
Port Hedland	$24.50
Ravensthorpe	$9.40
Roebourne	$33.80
Sandstone	$17.80
Shark Bay	$14.50
Shay Gap	$15.70
Southern Cross	$8.40
Telfer	$41.60
Teutonic Bore	$17.80
Tom Price	$22.90

Whim Creek	$29.20
Wickham	$28.30
Wiluna	$18.00
Wittenoom	$39.80
Wyndham	$44.00

(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 $66^2/_3$ 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.

40. - CHEMISTS SHOPS

Any worker employed in a chemist's shop shall be subject to the terms of this award up to the time he or she becomes indentured to the profession.

41. - LIBERTY TO APPLY

Liberty is reserved to any of the parties to apply to amend this award in respect of the following matters:

(1) Calculation of casual rates on Thursday evenings.

(2) Easter Week provisions.

(3) Casual Limitations and minimum engagement provisions.

42. - PARENTAL LEAVE

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

(2) Definitions

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

(a) “Employee” includes a part time employee but does not include an employee engaged upon casual or seasonal work.

(b) "Spouse" includes a de facto or a former spouse.

(c) "Continuous service" means service under an unbroken contract of employment and includes:

(i) Any period of leave taken in accordance with this clause;

(ii) any period of part time employment worked in accordance with this clause; or

(iii) any period of leave or absence authorised by the employer or by the award.

43. - UNION NOTICE BOARD

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

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

44. - INTRODUCTION OF CHANGE

Employer's duty to notify

(1) (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union.

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

Employer's Duty to Discuss Change

(2) (a) The employer shall discuss with the employees affected and the union inter alia, the introduction of the changes referred to in subclause (1) hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their union in relation to the changes.

(b) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclause (1)(a) hereof.

(c) For the purpose of such discussion, the employer shall provide to the employees concerned and their union, all relevant information about the changes including the nature of the changes proposed; the expected affects of the changes on employees and any other matters likely to effect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

45. - SUPERANNUATION

The superannuation provisions contained herein operate subject to the requirements of the hereinafter prescribed provision titled - Compliance, Nomination and Transition.

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

(1) Definitions:

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

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

"Employees": In this clause all reference to "employees" shall mean employees whose employment is regulated by the following award:

Shop and Warehouse (Wholesale and Retail Establishments) Award No. 32 of 1976

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

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

(2) Quantum

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

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

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

(3) Cessation of Contributions:

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

(4) Eligibility

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

(i) an employee earns less than $450.00 in any calendar month; or

(ii) an employee who is aged under 18 years of age and works 30 hours or less per week.

(b) Employees with existing superannuation entitlements.

Notwithstanding paragraph (a) above, the employer shall be required to make contributions in accordance with this clause in respect of each part-time or casual employee who had an entitlement to receive superannuation payments on 24 October 1996.

(5) Employee contributions

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

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

(6) Frequency of Payment

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

(a) In respect of full time and part time employees payments shall be made monthly for pay periods completed in the month, and

(b) In respect of casual employees payments shall be made every three months for pay periods completed in such three months.

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

(7) Existing Superannuation Arrangements

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

Compliance, Nomination and Transition

Notwithstanding anything contained elsewhere herein which requires that contribution be made to a superannuation fund or scheme in respect of an employee, on and from 30 June 1998 -

(a) Any such fund or scheme shall no longer be a complying superannuation fund or scheme for the purposes of this clause unless -

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

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

(b) The employee shall be entitled to nominate the complying superannuation fund or scheme to which contributions are to be made by or in respect of the employee;

(c) The employer shall notify the employee of the entitlement to nominate a complying superannuation fund or scheme as soon as practicable;

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

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

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

Provided that on and from 30 June 1998, and until an employee thereafter nominates a complying superannuation fund or scheme -

(g) if one or more complying superannuation funds or schemes to which contributions may be made be specified herein, the employer is required to make contributions to that fund or scheme, or one of those funds or schemes nominated by the employer;

or

(h) if no complying superannuation fund or scheme to which contributions may be made be specified herein, the employer is required to make contributions to a complying fund or scheme nominated by the employer.

46. - FIRST AID ALLOWANCE

A worker holding either a Red Cross or St. John Senior First Aid Certificate of at least 'A' level who is appointed by the employer to perform first aid duties shall be paid $8.46 per week in addition to the worker's ordinary rate.

47. - TRAINEESHIPS

(1) Scope

(a) Subject to paragraph (b) of this subclause, this clause shall apply to persons:

(i) who are undertaking a traineeship (as defined); and

(ii) who are employed by an employer bound by this award; and

(iii) whose employment is covered by the Shop and Warehouse (Wholesale and Retail Establishments) State Award 1977 No. R 32 of 1976.

(b) Notwithstanding the foregoing, this clause shall not apply to employees who were employed by an employer bound by this clause prior to the date of approval of a traineeship scheme relevant to the employer, except where agreed between the employer and the union.

(2) Objective

(a) The objective of this clause is to establish a system of traineeships which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of trainees, particularly young people, and the long term unemployed.

(b) The system is neither designed nor intended for those who are already trained and job ready.

(c) Existing employees shall not be displaced from employment by trainees.

(3) Supersession

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

(4) Definitions

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

"Relevant Award" means The Shop and Warehouse (Wholesale and Retail Establishments) State Award 1977 No. R 32 of 1976.

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

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

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

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

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

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

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

(5) Training Conditions

(a) The trainee shall attend an approved training course or training programme prescribed in the traineeship agreement or as notified to the trainee by the appropriate state training authority in accredited and relevant traineeship schemes or NETTFORCE if the traineeship scheme remains subject to interim approval.

(b) A traineeship shall not commence until the relevant traineeship agreement, made in accordance with a traineeship scheme, has been signed by the employer and the trainee and lodged for registration with the relevant state training authority or NETTFORCE, provided that if the traineeship agreement is not in a standard format a traineeship shall not commence until the traineeship agreement has been registered with the relevant state training authority or NETTFORCE. The employer shall ensure that the trainee is permitted to attend the training course or programme provided for in the traineeship agreement and shall ensure that the trainee receives the appropriate on-the-job training.

(c) The employer shall provide a level of supervision in accordance with the traineeship agreement during the traineeship period.

(d) The employer agrees that the overall training programme will be monitored by officers of the appropriate state training authority or NETTFORCE and training records or work books may be utilised as part of this monitoring process.

(e) Training shall be directed at:

(i) the achievement of key competencies required for successful participation in the workplace (where these have not been achieved) (e.g. literacy, numeracy, problem solving, teamwork, using technology) and as proposed to be included in the AVC Level 1 qualification. This could be achieved through foundation competencies which are part of endorsed competencies for an industry or enterprise, and/or

(ii) the achievement of competencies required for successful participation in an industry or enterprise (where there are endorsed national standards these will define these competencies) as proposed to be included in the AVC Level 2 qualification or above.

(6) Employment Conditions

(a) A trainee shall be engaged as a full time employee for a maximum of one year's duration provided that a trainee shall be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer. By agreement in writing, and with the consent of the relevant state training authority or NETTFORCE the parties to a traineeship agreement may vary the duration of the traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant traineeship scheme.

(b) (i) An employer shall not terminate the employment of a trainee without firstly having provided written notice of termination to the trainee concerned in accordance with the traineeship agreement and to the relevant state training authority or NETTFORCE. The written notice to be provided to the relevant state training authority or NETTFORCE shall be provided within five working days of termination.

(ii) An employer who chooses not to continue the employment of a trainee upon the completion of the traineeship shall notify, in writing, the relevant state training authority or NETTFORCE of its decision.

(c) The trainee is permitted to be absent from work without loss of continuity of employment and/or wages to attend the training in accordance with the traineeship agreement.

(d) Where the employment of a trainee by an employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service the purposes of any relevant award or any other legislative entitlements.

(e) (i) The traineeship agreement may restrict the circumstances under which the trainee may work overtime and shift work in order to ensure the training programme is successfully completed.

(ii) No trainee shall work overtime or shift work on their own unless consistent with the provisions of this award.

(iii) No trainee shall work shift work unless the parties to a traineeship scheme agree that such shift work makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shift work trainees.

(iv) The trainee wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by the relevant award, unless otherwise agreed by the parties to a traineeship scheme, or unless the relevant award makes specific provision for a trainee to be paid at a higher rate, in which case the higher rate shall apply.

(f) All other terms and conditions of the relevant award that are applicable to the trainee, or would be applicable to the trainee but for this clause, shall apply unless specifically varied by this clause.

(g) A trainee who fails to either complete the traineeship, or who cannot for any reason be placed in full time employment with the employer on successful completion of the traineeship, shall not be entitled to any severance payments payable pursuant to termination, change and redundancy provisions or provisions similar thereto.

(7) Wages

(a) (i) The minimum rates of wages payable weekly to trainees are as provided in subparagraph (iv) of this subclause.

(ii) These wage rates will only apply to trainees while they are undertaking an approved traineeship which includes approved training as defined in this clause.

(iii) The wage rates prescribed by this clause do not apply to completed trade level training which is covered by the apprenticeship system.

(iv) Skill Level B:

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

HIGHEST YEAR OF SCHOOLING COMPLETED

School Leaver	Year 10 and below$	Year 11$	Year 12$
	180.00	217.00	252.00
Plus 1 year out of school	217.00	252.00	290.00
Plus 2 years	252.00	290.00	339.00
Plus 3 years	290.00	339.00	386.00
Plus 4 years	339.00	386.00	
Plus 5 years	386.00		

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

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

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

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

(c) For the purposes of this provision "out of school" shall refer only to periods out of school beyond year 10, “(or below)” and shall be deemed to:

(i) include any period of schooling beyond year 10 “(or below)” which was not part of nor contributed to a completed year of schooling;

(ii) include any period during which a trainee repeats in whole or part a year of schooling beyond year 10; “(or below)” and

(iii) not include any period during a calendar year in which a year of schooling is completed.

(iv) have effect on an anniversary date being January 1 in each year.

(d) At the conclusion of the traineeship this clause ceases to apply to the employment of the trainee and the award shall apply to the former trainee.

48. - ADDITIONAL LOADING FOR LATE NIGHT TRADING ESTABLISHMENTS

(1) A full-time or part-time worker employed in a "General Retail Shop" or "Special Retail Shop" who works ordinary hours between 6.00 p.m. and 9.00 p.m. on the day of late night trading shall be paid a loading of $3.39 per hour in addition to the ordinary hourly rate of a full-time or part-time worker.

(2) A casual worker employed in a "General Retail Shop" or "Special Retail Shop" who works ordinary hours between 6.00 p.m. and 9.00 p.m. on the day of late night trading shall be paid the amount of $3.39 per hour in addition to the ordinary casual rate as laid down in paragraph (a) of subclause (4) of Clause 7. - Casual Workers.

(3) Provided that junior workers shall be paid the appropriate percentage as laid down in Part II of Clause 28. - Wages.

(4) The loading referred to in subclauses (1), (2) and (3) above shall be paid for the purpose of superannuation calculations.

49. - TRADE UNION TRAINING LEAVE

(1) Subject to this clause a union delegate or duly elected or appointed union representative shall, upon application in writing by the union, be granted up to five days leave with pay, each calendar year, non cumulative, to attend courses approved under the Commonwealth Trade Union Training Authority Act in Western Australia provided that such courses shall qualify for the purposes of the Training Guarantee Act.

The courses to be attended shall be those most suited to the industrial situation pertaining to the Wholesale and Retail Industry in Western Australia.

A notice to an employer affected by the leave shall be made in writing by the Union to the employer and shall include the following details:

- the name of the employee seeking leave,

- the period of time for which leave is sought (including daily commencing and finishing times),

- the title description and agenda of the course or courses to be attended,

- the place or places where the said course or courses will be held,

- the name of the person or persons conducting the said course or courses,

- a copy of the syllabus and curriculum of the course or courses to be attended.

(2) Leave shall be granted by the employer on the dates notified by the union but shall be subject to the union giving not less than one, and, where possible, two, calendar month's notice of the intention to attend such course or such lesser period as may be agreed between employer, the union and the employee concerned.

Provided that where the leave is to be taken in the four weeks prior to Christmas Day or the five weeks after Christmas Day, in the week prior to or after Easter, in the week prior to Father's Day or Mother's Day, or during an annual or half-yearly sale, or a scheduled stocktake, the employer may require that such leave be deferred. In any other exceptional circumstances, for example, the week during which a public holiday falls, the employer may request in writing to the union to defer and in the event of disagreement, either party may refer the matter to the Western Australian Industrial Relations Commission.

(3) Only employees who have completed twelve months' continuous service with their current employer shall be eligible for leave pursuant to this clause. In the case of a new shop opening no leave shall be taken in the first six months.

(4) Each employee on leave approved in accordance with this clause shall be paid all ordinary time earnings which normally become due and payable during the period of the leave. Ordinary time earnings shall be as defined in Clause 45(1) of this award. Employees shall not be paid under this clause if they were not ordinarily scheduled to work.

(5) Leave granted will not incur any additional payment to the extent that the course attended coincides with any other period of paid leave granted pursuant to this award.

(6) The employer shall not incur any liability with respect to the cost of travel to and from the place where the courses are conducted, nor to any accommodation and associated costs during such leave, or any other cost associated with the conducting of the course.

(7) Leave of absence granted pursuant to this clause shall count as service for all purposes of the award.

(8) For the purpose of this clause the number of employees under this award attending courses in any calendar year shall be:

Numbers of Full-time, Part-time and regular casual employees in Shop	No of representatives
Less than 100	1
100 or more	2

"Regular casual employee" shall mean a casual employee who works on an ongoing basis in the shop.

Provided that in the case of multi-level shops the number of employees entitled to leave under this clause per calendar year shall be as agreed between the union and the employer or, failing agreement, as determined by the Western Australian Industrial Relations Commission.

(9) Employees granted leave pursuant to this clause shall, upon request, inform the employer after the completion of the course of the nature of the course and their observations on it.

(10) On completion of the course the employee shall, upon request, provide to the employer proof satisfactory to the employer of his or her attendance at the course. The employer shall not be required to make payment for any period of leave granted that is not utilised in the attendance at a course unless the employee can substantiate that the failure to attend the course was due to the taking of paid leave otherwise authorised by this award.

(11) This clause shall not apply to:

(a) A retail shop which employs 17 or less full-time or part-time employees under the award;

(b) A warehouse where 10 or less full-time or part-time employees are employed under the award;

(c) Hot bread manufacturing establishments;

(d) Motor traders' establishments where this award is not the major award; and

(e) Motor traders' establishments where this is the major award until a date which is two years after the date from which this clause operates.

50. - ENTERPRISE LEVEL AWARD CHANGE PROCEDURE

(1) The Union and the employers to whom this clause applies recognise that because of the variety of employers and types of enterprises covered by this award, circumstances may exist within the industry which are appropriately regulated by single enterprise agreements or by workplace agreements or, where more than one union has coverage of employees within a workplace, a part-workplace agreement binding only on all employees eligible for membership of The Shop, Distributive and Allied Employees' Association of Western Australia.

(2) Such single employer agreements, to the extent that they are inconsistent with the provisions of this award, shall prevail over the provisions of this award, upon ratification by the Western Australian Industrial Relations Commission.

(3) Where either an employer or its employees propose a change in award conditions in relation to an enterprise, those parties shall contact the union for the purpose of negotiating such an agreement. Where the union proposes a change in award conditions in relation to an enterprise, the union shall contact the employer for the purpose of negotiating such an agreement.

(4) The employer and the union shall genuinely attempt to negotiate proposals for an agreement.

(5) It shall be open to the employer and its employees to have had prior informal discussions about the possibility of an agreement of the character contemplated in this clause. However the final agreement negotiations are to be handled by the union.

(6) By arrangement between the employer and the union, employees of the enterprise may participate in the negotiation of an agreement and, in any event, there shall be consultation with employees by the union and the employer. The union and the employer shall each have equal time to put alternative proposals to the employees during working hours.

(7) Following negotiations between the employer and the union, but before an agreement can be achieved, a majority of employees shall have agreed to it.

(8) The union and the employer may agree to adopt appropriate methods of ascertaining the views of the employees affected, such as a secret ballot, to ensure that the agreement is genuine.

(9) Any agreement must be in writing and it shall specify the employees affected, the name and address of the enterprise affected, the terms of the agreement (including any award provisions from which the said enterprise is exempt) the alternate provisions which are to apply in lieu of such award provisions, the period of operation and the method of termination of the agreement prior to its expiration.

(10) When an agreement is finalised, the parties to it shall make application to the Western Australian Industrial Relations Commission for its terms to be ratified in the appropriate manner.

(11) Where the parties are unable to reach agreement, it shall be open for the matter to be referred to the Western Australian Industrial Relations Commission for resolution.

(12) Nothing in this clause shall prevent an employer or the union from having any matter arising from this clause referred to the Western Australian Industrial Relations Commission for the purposes of conciliation and/or arbitration.

APPENDIX 1 - PARENTAL LEAVE ENTITLEMENTS

(1) Maternity Leave

(a) Nature of Leave

Maternity leave is unpaid leave

(b) Definitions

For the purposes of this subclause:

(i) "Paternity leave" means leave of the type provided for in subclause (2) of this Clause whether prescribed in an award or otherwise.

(ii) "Child" means a child of the employee under the age of one year.

(c) Eligibility for Maternity Leave

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

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

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

(d) Certification

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

(i) A certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;

(ii) a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

(e) Notice Requirements

(i) An employee shall, not less than ten weeks prior to the presumed date of confinement, produce to the employer the certification referred to in subparagraph placitum (i) of paragraph (d) above.

(ii) An employee shall give not less than four weeks notice in writing to the Employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken and shall, at the same time, produce to the Employer the statutory declaration referred to in placitum (ii) of paragraph (d) above.

(iii) The Employer by not less than 14 days notice in writing to the employee may require her to commence maternity leave at any time within the six weeks immediately prior to the presumed date of confinement.

(iv) An employee shall not be in breach of this Clause as a consequence of failure to give the specified period of notice in accordance with placitum (ii) hereof if such failure is occasioned:

(aa) by the confinement occurring earlier than the presumed date, or

(bb) due to compelling circumstances, it was not reasonably practicable for the employee to comply; or

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

(f) Transfer to a Safe Job

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

If the transfer to a safe job is not practicable, the employer may, or the Employer may require the worker to, take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of paragraphs (j), (k), (l) and (m) hereof.

(g) Variation of Period of Maternity Leave

(i) Provided the maximum period of maternity leave does not exceed the period to which the employee is entitled under paragraph (c) hereof;

(aa) the period of maternity leave may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;

(bb) The period may be further lengthened by agreement between the employee and the Employer.

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

(h) Cancellation of Maternity Leave

(i) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of a employee terminates other than by the birth of a living child.

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

(i) Special Maternity Leave and Sick Leave

(i) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then -

(aa) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work, or

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

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

(iii) For the purposes of paragraph (j), (k) and (l) hereof, maternity leave shall include special maternity leave.

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

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

(j) Maternity Leave and Other Leave Entitlements

(i) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph (c) hereof, an employee may in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is entitled.

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

(k) Effect of Maternity Leave on Employment

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

(l) Termination of Employment

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

(ii) The Employer shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of the Employer in relation to termination of employment are not hereby affected.

(m) Return to Work After Maternity Leave

(i) An employee shall confirm her intention of returning to her work by notice in writing to the Employer given not less than four weeks prior to the expiration of her period of maternity leave.

(ii) An employee upon returning to work after maternity leave or the expiration of the notice required by paragraph (i) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to paragraph (f) hereof, to the position which she held immediately before such transfer or in relation to an employee who has worked part time during the pregnancy the position she held immediately before commencing such part time work.

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

(n) Replacement Workers

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

(ii) Before the Employer engages a replacement employee the Employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

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

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

(2) Paternity Leave

(a) Nature of Leave

Paternity leave is unpaid leave

(b) Definitions

For the purposes of this subclause

(i) "Maternity leave" means leave of the type provided for in subclause (1) of this clause and includes special maternity leave whether prescribed in an award or otherwise.

(ii) "Child" means a child of the employee or the employee's spouse under the age of one year.

(iii) "Primary care-giver" means a person who assumes the principal role of providing care and attention to a child.

(c) Eligibility for Paternity Leave

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

(i) An unbroken period of up to one week at the time of confinement of his spouse;

(ii) A further unbroken period of up to 51 weeks in order to be the primary care-giver of a child provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the

employee's spouse in relation to the same child and shall not be taken concurrently with that maternity leave.

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

(d) Certification

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

(i) A certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement or states the date on which the birth took place;

(ii) in relation to any period to be taken under placitum (ii) of paragraph (c) hereof, a statutory declaration stating:

(aa) He will take that period of paternity leave to become the primary care-giver of a child;

(bb) particulars of any period of maternity leave sought or taken by his spouse; and

(cc) for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

(e) Notice Requirements

(i) The employee shall, not less than ten weeks prior to each proposed period of leave, give the Employer notice in writing stating the dates on which he proposes to start and finish the period or periods of leave and produce the certificate and statutory declaration required in paragraph (d) hereof.

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

(aa) The birth occurring earlier than the expected date; or

(bb) the death of the mother of the child; or

(cc) other compelling circumstances.

(iii) The employee shall immediately notify the Employer of any change in the information provided pursuant to paragraph (d) hereof.

(f) Variation of Period of Paternity Leave

(i) Provided the maximum period of paternity leave does not exceed the period to which the employee is entitled under paragraph (c) hereof:

(aa) The period of paternity leave provided by placitum (ii) of paragraph (c) may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;

(bb) The period may be further lengthened by agreement between the Employer and the employee.

(ii) The period of paternity leave taken under placitum (ii) of paragraph (c) hereof may, with the consent of the Employer be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

(g) Cancellation of Paternity Leave

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

(ii) Paternity leave shall terminate within four weeks if the employee ceases to be the child's primary care giver, or such other period as agreed between the employee and the employer.

(h) Paternity Leave and Other Leave Entitlements

(i) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph (c) hereof, an employee may, in lieu of or in conjunction with paternity leave, take any annual leave or long service leave or any part thereof to which he is entitled.

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

(i) Effect of Paternity Leave on Employment

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

(j) Termination of Employment

(i) An employee on paternity leave may terminate his employment at any time during the period of leave by notice given in accordance with this Award.

(ii) The Employer shall not terminate the employment of an employee on the ground of his absence on paternity leave, but otherwise the rights of the Employer in relation to termination of employment are not hereby affected.

(k) Return to Work After Paternity Leave

(i) An employee shall confirm his intention of returning to work by notice in writing to the Employer given not less than four weeks prior to the expiration of the period of paternity leave provided by placitum (ii) of paragraph (c) hereof.

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

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

(l) Replacement Employees

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

(ii) Before the Employer engages a replacement employee the Employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

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

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

(3) Adoption Leave

(a) Nature of Leave

Adoption leave is unpaid leave

(b) Definitions

For the purposes of this subclause

(i) "Child" means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

(ii) "Relative Adoption" occurs where a child, as defined, is adopted by a grandparent, brother, sister, aunt or uncle (whether of whole blood or half blood or by marriage).

(iii) "Primary care-giver" means a person who assumes the principal role of providing care and attention to a child.

(c) Eligibility

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

(i) An unbroken period of up to three weeks at the time of placement of the child;

(ii) An unbroken period of up to 52 weeks from the time of the child's placement in order to be the primary care-giver of a child. This leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child. This entitlement of up to 52 weeks shall be reduced by:

(aa) Any period of leave taken pursuant to placitum (i) above; and

(bb) the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse;

The employee must have had at least 12 months continuous service with the Employer immediately preceding the date upon which he or she proceeds on such leave in either case.

(iii) The entitlement to adoption leave must not overlap with any periods of adoption leave taken by the employee's spouse, except an unbroken period of up to three weeks at the time of placement of the child.

(d) Certification

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

(i) (aa) A statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or

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

(ii) in relation to any period to be taken under placitum (ii) of paragraph (3) hereof, a statutory declaration stating:

(aa) The employee is seeking adoption leave to become the primary care-giver of the child;

(bb) particulars of any period of adoption leave sought or taken by the employee's spouse; and

(cc) for the period of adoption leave the employee will not engage in any conduct inconsistent with his or her contract of employment.

(e) Notice Requirements

(i) Upon receiving notice of approval for adoption purposes, an employee shall notify the Employer of such approval and within two months of such approval shall further notify the Employer of the period or periods of adoption leave the employee proposes to take. In the case of a relative adoption the employee shall notify as aforesaid upon deciding to take a child into custody pending an application for an adoption order.

(ii) An employee who commences employment with the Employer after the date of approval for adoption purposes shall notify the Employer thereof upon commencing employment and of the period or periods of adoption leave which the employee proposes to take. Provided that such employee shall not be entitled to adoption leave unless the employee has not less than 12 months continuous service with the Employer immediately preceding the date upon which he or she proceeds upon such leave.

(iii) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but no later than 14 days before such placement, give notice in writing to the employer of such date, and of the date of the commencement of any period of leave to be taken under placitum (i) of paragraph (c) hereof.

(iv) An employee shall, ten weeks before the proposed date of commencing any leave to be taken under placitum (ii) of paragraph (c) hereof, give notice in writing to the Employer of the date of commencing leave and the period of leave to be taken.

(v) An employee shall not be in breach of this subclause, as a consequence of failure to give the stipulated period of notice in accordance with placitum (iii) and (iv) hereof if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.

(vi) The employee shall immediately notify the employer of any change in the information provided pursuant to this subclause.

(f) Variation of Period of Adoption Leave

(i) Provided the maximum period of adoption leave does not exceed the period to which the employee is entitled under paragraph (c) hereof:

(aa) The period of leave taken under placitum (ii) of paragraph (c) hereof may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;

(bb) The period may be further lengthened by agreement between the Employer and the employee.

(ii) The period of adoption leave taken under placitum (ii) of paragraph (c) hereof may, with the consent of the Employer be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

(g) Cancellation of Adoption Leave

(i) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.

(ii) Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee shall notify the Employer forthwith and the Employer shall nominate a time not exceeding four weeks from receipt of notification for the employee's resumption of work.

(iii) Adoption leave shall terminate within a reasonable period if the employee ceases to be the child’s primary care giver.

(h) Special Leave

The Employer shall grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days, as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee the Employer may require the employee to take such leave in lieu of special leave.

(i) Adoption Leave and Other Entitlements

(i) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph (c) hereof, an employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part thereof to which he or she is entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during the employee's absence on adoption leave.

(j) Effect of Adoption Leave on Employment

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

(k) Termination of Employment

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

(ii) The Employer shall not terminate the employment of an employee on the ground of the employee's application to adopt a child or absence on adoption leave, but otherwise the rights of the Employer in relation to termination of employment are not hereby affected.

(l) Return to Work After Adoption Leave

(i) An employee shall confirm the intention of returning to work by notice in writing to the Employer given not less than four weeks prior to the expiration of the period of adoption leave provided by placitum (ii) of paragraph (c) hereof.

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

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

(m) Replacement Employees

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

(ii) Before the Employer engages a replacement employee the Employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

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

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

(4) Part Time Work

(a) Definitions

For the purpose of this subclause:

(i) "Male employee" means a employed male who is caring for a child born of his spouse or a child placed with the employee for adoption purposes.

(ii) "Female employee" means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.

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

(b) Entitlement

With the agreement of the Employer:

(i) A male employee may work part time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.

(ii) A female employee may work part time in one or more periods while she is pregnant where part time employment is, because of the pregnancy, necessary or desirable.

(iii) A female employee may work part time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.

(iv) In relation to adoption a female employee may work part time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

(c) Return to Former Position

(i) An employee who has had at least 12 months continuous service with the Employer immediately before commencing part time employment after the birth or placement of a child has, at the expiration of the period of such part time employment or the first period, if there is more than one, the right to return to his or her former position.

(ii) Nothing in placitum (i) hereof shall prevent the Employer from permitting the employee to return to his or her former position after a second or subsequent period of part time employment.

(d) Effect of Part time Employment on Continuous Service

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

(e) Pro Rata Entitlements

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

(f) Part time Work Agreement

(i) Before commencing a period of part time employment under this subclause the employee and the Employer shall agree:

(aa) That the employee may work part time; Upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;

(bb) Upon the classification applying to the work to be performed; and

(cc) Upon the period of part time employment.

(ii) The terms of this agreement may be varied by consent.

(iii) The terms of this agreement or any variation to it shall be reduced to writing and retained by the Employer. A copy of the agreement and any variation to it shall be provided to the employee by the Employer.

(iv) The terms of this agreement shall apply to the part time employment.

(g) Termination of Employment

(i) The employment of a part time employee under this clause, may be terminated in accordance with the provisions of this award but may not be terminated by the Employer because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.

(ii) Any termination entitlements payable to an employee whose employment is terminated while working part time under this clause, or while working full time after transferring from part time work under this clause, shall be calculated by reference to the full time rate of pay at the time of termination and by regarding all service as a full time employment and all service as a part time employee on a pro-rata basis.

(h) Extension of Hours of Work

The Employer may request, but not require, an employee working part time under this clause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with paragraph (f).

(i) Nature of Part Time Work

The work to be performed part time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this award.

(j) Inconsistent Award Provisions

An employee may work part time under this clause irrespective of any other provision of this award which limits or restricts the circumstances in which part time employment may be worked or the terms upon which it may be worked including provisions prescribing a minimum or maximum number of hours a part time employee may work.

(k) Replacement Employees

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

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

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

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

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

51. - REDUNDANCY

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

(2) Discussions Before Terminations

(a) Where the employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the employer shall hold discussions with the employees directly affected and with the union.

(b) The discussions shall take place as soon as is practicable and shall cover, amongst other matters, the reasons the proposed terminations are required, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.

(c) For the purposes of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and the Union all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out.

Provided that the employer shall not be required to disclose confidential information the disclosure of which would be detrimental to the employer's interests.

(3) Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in subclause (2) above, the employee shall be entitled to the same period of notice of transfer as they would have been entitled to if they had been terminated, and the employer may make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

(4) Severance Pay

In addition to the period of notice provided in Clause 20. - Contract of Employment and Termination, a permanent employee whose employment is terminated for reasons set out above shall be entitled to the following amount of severance pay in respect of a continuous period of service.

Period of continuous service severance pay	
Less than 1 year	nil
1 year but less than 2 years	2 weeks' pay
2 years but less than 3 years	4 weeks' pay
3 years but less than 4 years	6 weeks' pay
4 years but less than 5 years	8 weeks' pay
5 years and over	10 weeks' pay

"Weeks' pay" means the ordinary time rate of pay for the employee concerned.

Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

(5) Superannuation Benefits

(a) Subject to further order of the Commission, where an employee, who is terminated receives a benefit from a superannuation scheme, the employee shall only receive under subclause (4) of this clause the difference between the severance pay specified in that subclause and the amount of the superannuation benefit the employee receives which is attributable to employer contributions only.

(b) If the superannuation benefit is greater than the amount due under subclause (4) of this clause then the employee shall receive no payment under that paragraph.

(c) Provided that benefits arising directly or indirectly from contributions made by an employer in accordance with an award, agreement or order made or registered under the Industrial

Relations Act 1979 or the Industrial Relations Act 1988, or in accordance with the Superannuation Guarantee (Administration) Act 1992, shall not be taken into account unless the Commission so orders in a particular case.

(6) Employee Leaving During Notice

An employee whose employment is terminated for reasons set out in subclause (2) above may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he or she remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice in accordance with Clause 20. - Contract of Employment and Termination.

(7) Alternative Employment

(a) The employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

(b) Where the employer in a particular redundancy case obtains employment for an employee, which is:

(i) equivalent in status and salary or wages to the former position; and

(ii) does not require the employee to travel any further to his or her new employment than the employee was travelling to his or her former employment,

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

(8) Time Off During Notice Period

(a) During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

(b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or they shall not receive payment for the time absent.

For the purpose a statutory declaration will be sufficient.

(9) Notice to Commonwealth Employment Service

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

(10) Transmission of Business

(a) Where a business is before or after the date of this award, transmitted from one employer (in this subclause called "the transmittor") to another employer (in this subclause called "the transmittee") and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee:

(i) The continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and

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

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

(11) Employees With Less Than One Year's Service

This clause shall not apply to employees with less than one year's continuous service and the general obligation on the employer should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by employees of suitable alternative employment.

(12) Employees Exempted

This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specified task or tasks.

(13) Incapacity to Pay

An employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription varied on the basis of the employer's incapacity to pay.

APPENDIX - RESOLUTION OF DISPUTES REQUIREMENT

(1) This Appendix is inserted into the award/industrial agreement as a result of legislation which came into effect on 16 January 1996 (Industrial Relations Legislation Amendment and Repeal Act 1995) and further varied by legislation which came into effect on 23 May 1997 (Labour Relations Legislation Amendment Act 1997).

(2) Subject to this appendix, and in addition to any current arrangements the following procedures shall apply in connection with questions, disputes or difficulties arising under this award/industrial agreement.

(a) The persons directly involved, or representatives of person/s directly involved, shall discuss the question, dispute or difficulty as soon as is practicable.

(b) (i) If these discussions do not result in a settlement, the question, dispute or difficulty shall be referred to senior management for further discussion.

(ii) Discussions at this level will take place as soon as practicable.

(3) The terms of any agreed settlement should be jointly recorded.

(4) Any settlement reached which is contrary to the terms of this award/industrial agreement shall not have effect unless and until that conflict is resolved to allow for it.

(5) Nothing in this appendix shall be read so as to exclude an organisation party to or bound by the award/industrial agreement from representing its members.

(6) Any question, dispute or difficulty not settled may be referred to the Western Australian Industrial Relations Commission provided that with effect from 22 November 1997 it is required that persons involved in the question, dispute or difficulty shall confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Commission..

SCHEDULE "A"

The following goods and services are prescribed for the purposes of sale at a small retail shop:

(a) essential and convenience items; being

(i) food (excluding fresh meat other than in prepacked quantities not exceeding 500g weight);

(ii) smokers' requisites;

(iii) newspapers, books and stationery;

(iv) pet and veterinary requisites;

(v) household cleaning products (excluding electrical appliances);

(vi) light globes;

(vii) torches;

(viii) dry batteries;

(ix) first aid requisites; and

(x) toilet and cosmetic requisites;

(b) drapery, being -

(i) any cloth or textile, fabric, linen or dress materials;

(ii) towels, sheets and pillowcases;

(iii) rugs, blankets, eiderdowns, quilts and bedcovers; and

(iv) loose covers for floors and furniture;

(c) haberdashery;

(d) clothing (excluding footwear, hats, gloves and handbags);

(e) art supplies and equipment;

(f) sporting equipment (excluding any vehicle subject to registration under the Road Traffic Act 1974 and any craft or vessel, other than inflatable craft, subject to registration under the Navigable Waters Regulations made under the Western Australian Marine Act 1982, the Shipping and Pilotage Act 1967 and the Jetties Act 1926);

(g) camping equipment (including portable AC/DC coolers and generators);

(h) giftware (including trophies, glassware, novelties, costume jewellery);

(i) photographic equipment (excluding video equipment);

(j) kitchenware (excluding powered equipment);

(k) second-hand furniture (including domestic electrical appliances);

(l) cassette tapes, records and compact discs;

(m) prints, framing and blocking;

(n) toys (excluding mains operated computer games and equipment);

(o) goods and services, other than pharmaceutical goods and services, prescribed under Schedule "B" in relation to a special retail shop.

SCHEDULE "B"

The following goods and services are prescribed for the purposes of sale at a special retail shop.

	Column 1 Shop Categories	Column 2 Goods and Services
1	Art and craft (shops engaged n the sale of art and craft works)	Original art and craft works; prints and reproductions of original works; art and craft related reading materials.
2	Souvenirs (shop offering tems of tourism significance)	Souvenirs featuring Australian flora, fauna, locations, characteristics or events of national significance; souvenirs projecting the flavour of the pioneering era or Aboriginal culture; original Australian art and craft works, reading materials and video cassettes of tourism significance; souvenirs and jewellery featuring Australian minerals and pearls valued at not more than $1000.00 per item; souvenirs crafted from unique Australian woods, hides or skins; Australian coins.
3	Pharmaceutical (shops from which the principal activity involves the dispensing of medical prescriptions)	Goods and services which may be sold or provided in a pharmacy under section 40A of the Pharmacy Act 1964.
4	Home improvements (shops engaged in the sale of major domestic improvements)	Swimming pools; spas; patios; garages; home additions; household fixtures and fittings (excluding free standing furniture, carpets and electrical items).
5	Nurseries, florists and landscaping (shops principally engaged in the sale of floral arrangements and products for the establishment and maintenance of gardens).	Flowers; greenstocks; seeds and bulbs; reticulation equipment; hoses, sprinklers and fittings fertilizers, pesticides, herbicides, applicators and related personal protective items; garden related tools and ancillary items excluding power operated tools; compost tumblers; garden sheds; landscaping and garden decorative products (excluding furniture items); plant containers and household items for the display of garden produce; garden related books and video cassettes.
6	Video Shops	Video cassette tapes and video head cleaning products.
7	Hardware (shops principally offering items for the purposes of domestic construction and maintenance.)	Domestic construction and maintenance materials; paint and wallpaper products and accessories; tools; household fixtures and fittings (excluding free standing furniture [other than wooden outdoor furniture and accessories], carpets and electrical items); household cleaning products (excluding powered equipment); reticulation equipment, hoses, sprinklers and fittings; fertilizers, pesticides and herbicides; swimming pool chemicals and accessories; garden sheds; extension cords and electrical fittings (excluding decorative light fittings); maintenance related books and video cassettes; barbecues; kitchenware (excluding electrical items); solid fuel space heaters; outdoor lighting; water heaters; gas powered camping equipment and accessories; awnings and blinds;

nursery and landscaping products (excluding fresh flowers and plants).

SCHEDULE "C"

RESPONDENTS

ACI Fibreglass
Acme Group Pty Ltd
Addressograph Multigraph of Aust. Pty Ltd
AFA Airfreight Pty Ltd
Aherns Pty Ltd
Airport Retail Enterprises
Alco
Allmark and Associates Pty Ltd
Alaska Investments Pty Ltd Trading for Hugal and Hoile Unit Trust T/A Hugal and Hoile (WA)
Alsco Linen Service Pty Ltd
Angliss and Co (Aust) Pty Ltd
Angus and Coote Audioclinic
ANI Products
Arcus Commercial Refrigeration Pty Ltd
Arnotts Biscuits Ltd
Atkins Carlyle Ltd
AT and T Global Information Solutions (Aust) Pty Ltd
3M Australia Pty Ltd
Australian Abrasives Pty Ltd
Australian Consolidated Investments Ltd
Australian Glass Manufacturers Co
Australian Shipbuilding Industries (WA) Pty Ltd
Avion Australia
AWA Ltd
Baily CH & Son
Bank of New South Wales
Baroid (Aust) Pty Ltd
Bayer Aust Ltd
Bearing Service Pty Ltd
Bell, Reg A Ltd
Bell Bros Pty Ltd
Belmont Forum Food Centre
Beta Pet Meals Pty Ltd
Boart Longyear Pty Ltd
Boral Windows Pty Ltd
Bradford Insulation (WA) Ltd
Bradmill Industries Ltd
Bristile Clay Tiles
Brown & Dureau Pty Ltd
BTR Engineering (Aust) Ltd
BTS Pty Ltd
Buildex Industries
Bunning Bros
Burns Philip Food Properties Pty Ltd
Cable Makers Aust (WA) Pty Ltd
CAI Fences
Candle Light Co Pty Ltd
Canning Engineers Pty Ltd
Cargill's Pty Ltd
Cement Aid (WA) Pty Ltd
Cereal Foods Pty Ltd
Chandon Pty Ltd
Channel 7
Charlie Carters Pty Ltd
Churchill Gallery
City Milling Pty Ltd

Coates Hire Service
Coles & Co Ltd GJ
Commonwealth Industrial Gases Ltd
Coolbellup Deli
Cottees Foods
Coventrys
CSR Building Material
Dalgety Holdings Pty Ltd
Davro Interiors Pty Ltd
De Wolf N and Associates Pty Ltd
Diamond and Boart Pty Ltd
Doogue G. Esq Lucky Lottery Agency
D'Orsogna Bros Pty Ltd
Dreske-Someff Pty Ltd
Dulux Australia
Dunlop and Olympic Tyres
Dunlopillo Pty Ltd
ED Oates Brushware Pty Ltd
Edwards Dunlop and Co
Eilbeck Wire Industries Pty Ltd
Elder Smith Goldsbrough Mort
Electrolux Pty Ltd
Email Ltd
EMI Music (Aust) Pty Ltd
Engineering Supplies (WA) Pty Ltd
Evans Deakin Industries Ltd
Faulding & Co Ltd FH
Federal Loan Office
Felt Products of WA
Fern Investment
Filter Supplies (WA)
Flexascreen Pty Ltd
Flower Davies-Wemco Pty Ltd
Ford Motor Co (Aust) Ltd
Fosroc Expandite
Fremantle Bond Store Pty Ltd
Fremantle Fisherman's Co-op Soc Ltd
Fuji Xerox Aust Pty Ltd
Gadsden Pty Ltd J
Galvin Roy & Co Pty Ltd
Gamemaster Billiard Tables
Garlock Pty Ltd
GEASF Nominees Pty Ltd
GEC-AGI (Aust)
Gibbs Bright & Co
Gibson Benness Industries Pty Ltd
Globe Meats
Golden Sheaf Macaroni (WA) Pty Ltd
Gordon and Gotch (A/Asia) Ltd
Gray and Co Ltd D
H F Holland Pty Ltd
Hanimex Pty Ltd
Hardie & Co James
Hart & Co SW
Hawker Noyes Investments Pty Ltd
Hayman and Sons Pty Ltd
Heidelberg Harris Aust Pty Ltd
Hills Industries Ltd
Hoover (Aust) Pty Ltd
Hotel and Cafe Supplies Pty Ltd

Hunts Canning Co Pty Ltd
IBM Ltd
IBM Aust Ltd
ICI Australia Ltd
Ilford (Aust) Pty Ltd
Ingot Metal WA
International Floral Boutique
IPE Packaging Pty Ltd
Jackson's Drawing Supplies Pty Ltd
Jason Industries Ltd
John Sands Pty Ltd
Jones Blind and Awning Co
Joyce Bros (WA) Pty Ltd
Jute Manufacturer's (WA) Pty Ltd
Kodak (A/Asia) Pty Ltd
Kolotex Australia Pty Ltd
Kraft Foods Ltd
Lever Rexona
Lockyer Simpson Pty Ltd
London Court Florist
Lysaght (Aust) Ltd John
McDougall Pty Ltd
McPhersons Ltd
Marigny (A/Asia) Pty Ltd
Marshall Flower Manufacturer's Agencies
Massey Ferguson Iseki Australia Ltd
Medical Teletronics Pty Ltd
Mettler Toledo Ltd
Meuleman's Sport Supply
Middlewicks
Millars (WA) Pty Ltd
Milne and Co Pty Ltd WH
Mine Safety Appliances (AUST) Pty Ltd
Minster Carpets Pty Ltd
Moss Pty Ltd George
Morley Delicatessen
Myer Stores Ltd (incorporated in Victoria)
Myer (WA) Stores Ltd
National Can (WA) Pty Ltd
Nestles Aust Ltd
Newcastle Shop Fitters
Nolan Shannon (WA) Pty Ltd
Norcross Australia Greeting Cards
Nylex Corporation Ltd
Moulden Products (WA) Pty Ltd
Oakwood Finance Pty Ltd
Ocean Pools Pty Ltd
Olympic Tyre and Rubber Co Pty Ltd
Pak Pacific Corp. Pty Ltd
Pellegrini & Co (W.A.) Pty Ltd
Perrott, Vance and Sons
Perth Jukebox Hire Services
Pine Valley Flowers (WA) Pty Ltd
Plunkett Baby Furniture Pty Ltd
Poon Bros (W.A.) Pty Ltd
Poultry Growers of W.A. Co-op Society Ltd
Rapid Metal Development Aust Pty Ltd
Ready Lime Putty Pty Ltd
Repco Auto Parts
Rheem Aust Ltd

Rowntree Hoadley Ltd
Sadleir & Co. Pty Ltd R.C.
St. REGIS-ACI Pty Ltd
Sands & McDougall (Aust) Pty Ltd
Sanitarium Health Food Co.
Sara and Cook Pty Ltd
Scott Bonnar Sales Pty Ltd
Sealane Supplies
Sellys Chemical Co. Pty Ltd
Sew-Knit Enterprises Pty Ltd
Sheridan's Engraving & Metal Stamping Co.
Shimenson's Surplus Stores
Siemens Industries Ltd
Simplex International Time Equipment Pty Ltd
Simpson and Kelvinator Sales Pty Ltd
Simsmetal Ltd
Sirs for Men Pty Ltd
Smith Copeland (WA) Pty Ltd
Smith & Co. W.H.
Smits, Wim Esq, Philatelists
Spicers (Aust) P/L, Spicer Cowan
S.S. Enterprises Westralia Pty Ltd
Streeter & Male Pty Ltd
Sunshine General Industries Pty Ltd
Swan Motor Wreckers Ltd
Swan Settlers Co-op Assn
Tony Sadler Pty Ltd
Tough Instrument Co.
Tropical Traders
Ullrich Noyes Bros Pty Ltd
Unilever Australia Pty Ltd
United Motors
United Welders Pty Ltd
Venables Pty Ltd L & T
V.S. Supplies
W.A. Salvage Co.
Watsons Food Holdings Pty Ltd
Wells & Son, H.E.
Wesfarmers Kleenheat Gas Pty Ltd
Western Glass Works Pty Ltd
Western Refrigeration 74
Westralian Drug Co. Pty Ltd
Westralian Farmers Co-Op Ltd
Wigg E.S. & Son Pty Ltd
Wills (Aust) Ltd W.D. & H.O.
Woolworths (W.A.) Ltd
Wormald Electronics
Yeast of Australia
Young (Aust) P/L, Marjorie

SCHEDULE D - UNION PARTY

The Union party to this award is The Shop, Distributive and Allied Employees' Association 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.

DATED at Perth the 2nd day of September, 1977.

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

THE SHOP AND WAREHOUSE (WHOLESALE AND RETAIL ESTABLISHMENTS) STATE AWARD 1977

NO R32 OF 1976 .

Delivered 02/09/77 at 57 WAIG 1324
Varied and Consolidated Order 1519/87 23/12/88 at 69 WAIG 1215Section 93(6)
Consolidation at 29/09/92 72 WAIG 2401

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 1843

1B. Minimum Adult Award Wage

Ins. 1B	940/97	14/11/97	77 WAIG 3177
(1)-(8)	1456/98	23/10/98	78 WAIG 4368
(2),(3),(5) & (8) rates & text	609/99	01/08/99	79 WAIG 1843
Cl.	654/00	01/08/00	80 WAIG 3379
Cl	752/01	01/08/01	81 WAIG 1721
Cl.	797/02	01/08/02	82 WAIG 1369
Cl.	569/03	5/06/03	83 WAIG 1899 & 2611
(9)	1197/03	1/11/03	83 WAIG 3537
Cl	570/04	4/06/04	84 WAIG 1521
Cl.	576/05	07/07/05	Unreported
Cl	957/05	7/07/06	Unreported975

2. Arrangement

Cl.	2441/89(R)	01/12/89	69 WAIG 3576
Del. (2B)	381/90	02/04/90	70 WAIG 1906
Ins. (47)	627/89	25/06/90	70 WAIG 2829
Ins. (48)	614/90(R2)	10/08/90	70 WAIG 3732
Ins. (1A)	1752/91	31/01/92	72 WAIG 191
Ins. (49) & (50)	1135/91 & 318/92	22/05/92	72 WAIG 1348
Ins. Sch. D	345/93	31/05/93	73 WAIG 1836
1A. Title	1457/93	24/12/93	74 WAIG 198
1A. Title	985/94	30/12/94	75 WAIG 23

Del. (47); rename (47A); ins. (47B)	1326/92	07/02/95	75 WAIG 724
1A. Title	1164/95	21/03/96	76 WAIG 911
Del. (47A); rename (47B) as (47)	87/96	23/04/96	76 WAIG 1417
(24). title	234/96	23/04/96	76 WAIG 2005
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
Rename cl.(38)	144/95	25/10/96	76 WAIG 4693
Ins cl (51)	512B/96	25/10/96	76 WAIG 4925
(20) & (42) title; Ins. App 1 *(Corr/Ord.required to Ins after (51) and not (50)*	512(A)/96	25/10/96	76 WAIG 4695
Ins App 1 after cl. (51) - Correct/Ord	512(A)/96	08/11/96	76 WAIG 4702
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 1843

(2A. State Wage Principles - September 1988)

Del. cl.	1940/89	08/09/89	69 WAIG 2913

2A. No Extra Claims

Ins. cl.	2441/89(R)	01/12/89	69 WAIG 3576
Cl.	1100(1)/91	01/10/91	71 WAIG 2592

(2B. Easter Week Variations 1989)

Ins. cl.	237/89	10/03/89	69 WAIG 1129

Del. cl.	381/90	02/04/90	70 WAIG 1906	

3. Scope

4. Area

5. Term

6. Definitions

Ins. (16)	614/90(R2)	10/08/90	70 WAIG 3732	
(12); ins. (15); Renum (15)&(16) as (16)&(17)	2008/90	07/06/91	71 WAIG 1515	
Del. (7) & renum exist (8-17) as (7-16)	512(A)/96	25/10/96	76 WAIG 4695	

7. Casual Workers

(4)(c)	641/89	01/08/89	69 WAIG 2095	
Text - (2); del. (2)(c), (2)(d) & (4)(c)	614/90(R2)	10/08/90	70 WAIG 3732	

7A. Nightfill Duty

(9); del. (10)-(12)	614/90(R2)	10/08/90	70 WAIG 3732	
Rates - (9)(a)(i)(aa),(bb) (9)(a)(ii)(aa)-(cc)	1100(1)/91	01/10/91	71 WAIG 2592	
Rates - (9)(a)(i)(aa)&(bb) & (9)(a)(ii)(aa) (bb) & (cc)	607/96	26/09/96	76 WAIG 4313	
Rates - (9)(a)(i)(aa)&(bb) & (9)(a)(ii)(aa) (bb) & (cc)	1262/99	28/10/99	79 WAIG 3407	
Rates - (9)(a)(i)(aa)&(bb) & (9)(a)(ii)(aa) (bb) & (cc)	1609/02	10/01/02	82 WAIG 285	
(9)	1408/02	20/11/02	82 WAIG 3235	

(9)	1007/03	28/10/03	83 3635	WAIG
(9)	853/04	05/1104	84 3546	WAIG
(9)	949/05	24/11/05	Ureported949	

8. Part Time Workers

(1),(6)	614/90(R2)	10/08/90	70 3732	WAIG

9. Hours

Part I – renum (1)(b) as (1)(b)(i); Ins. (1)(b)(ii); Part II – (1)(b),(1)(d)(i); Figure – (1)(e)	614/90(R2)	10/08/90	70 3732	WAIG
Part II – Ins. (1)(e); Renum (1)(e) as (1)(f)	2008/90	07/06/91	71 1515	WAIG
Part I – (1)(h);	1100(1)/91	01/10/91	71 2592	WAIG
Part IV title, Part II – amd. (1)®; (1)(d)(i) & (ii); (1)(e) Part I–I - Ins. (1)(f)Part –V - Cl.	1818/91; 1343/92; & 843/93	19/11/93	73 3447	WAIG

10. Display of Rosters

Ins. (1)(c); (4)	614/90(R2)	10/08/90	70 3732	WAIG
(1),(3)	1100(1)/91	01/10/91	71 2592	WAIG

11. Meal Breaks and Rest Periods

(5)	614/90(R2)	10/08/90	70 3732	WAIG
Cl.	144/95	25/10/96	76 4693	WAIG

12. Meal Money

Cl.	2441/89(R)	01/12/89	69 3576	WAIG
Rates - (1) & (2)	614/90(R2)	10/08/90	70 3732	WAIG

Rates - (1) & (2)	1100(1)/91	01/10/91	71 2592	WAIG
Rates - (1) & (2)	607/96	26/09/96	76 4313	WAIG
Rates - (1) & (2)	1262/99	28/10/99	79 3407	WAIG
Rates – (1) & (2)	1609/02	10/01/02	82 WAIG 285	
Cl	1408/02	20/11/02	82 3235	WAIG
Rates – (1) & (2)	1007/03	28/10/03	83 3635	WAIG
Cl	853/04	05/11/04	84 3546	WAIG
(1) & (2)	949/05	24/11/05	Unreported949	

13. Overtime

(5)	237/89	10/03/89	69 1129	WAIG
Del. (5); renum (6) - (11) as (5)-(10)	381/90	02/04/90	70 1906	WAIG
Ins. (11)	614/90(R2)	10/08/90	70 3732	WAIG
(2)	1100(1)/91	01/10/91	71 2592	WAIG

14 Holidays

Amd. reference to cl. 20 title in (4)	512(A)/96	25/10/96	76 4695	WAIG

15. Annual Leave

(1);(2);(3) & (4).	144/95	25/10/96	76 4693	WAIG

16. Change Rooms

17. No Reduction

18. Higher Duties

19. Casual Limitations

Text (1)	1100(1)/91	01/10/91	71 2592	WAIG

(20. Engagement)

Ins. (4)	1100(1)/91	01/10/91	71 2592	WAIG
Cl. & title	512(A)/96	25/10/96	76 4695	WAIG

20. Contract of Employment and Termination

21. Time and Wages Record

Ins. (1)(g)	512(A)/96	25/10/96	76 4695	WAIG
Ins text.(3)(d)	491/98	16/04/98	78 1471	WAIG

22. Uniforms and Overalls

23. Board of Reference

(24. Under-Rate Workers)

Cl. & title	234/96	23/04/96	76 2005	WAIG

24. Supported Wages Employees

25. Country Work and Travelling Time

26. Junior Worker's Certificate

27. Sick Leave

(1);(3) & (4).	144/95	25/10/96	76 WAIG 4693

28. Wages

Part I - (1); Part III - rates - (1)(a), (1)(b), (4)(a)(i)(ii)(iii)	2441/89(R)	01/12/89	69 WAIG 3576
Part I; Part III - rates - (1)(a)(b) (4)(a)(i)(ii)(iii); del (7)	614/90(R2)	10/08/90	70 WAIG 3732
Corr: Part I - ins. (6).	614/90(R2)	10/08/90	71 WAIG 1951
Part III - ins. (6); Renum (6) as (7)	2008/90	07/06/91	71 WAIG 1515
Part I - (1),(2); del. (3) to (5); renum (6) as (3); Part III - rates - (1)(a) & (1)(b); rates - (4)(a) (1); (2)	1100(1)/91	01/10/91	71 WAIG 2592
Del (1) & (2); re-num.(3) as (2); ins (1)	222/94	21/03/94	74 WAIG 967
(1)	152/95	17/04/95 & 12/05/95	75 WAIG 1933
(1)	479/96	23/05/96	76 WAIG 2005
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
Part 1 (1)	1456/98	23/10/98	78 WAIG 4368
Part 1 (1) rates & insert text	609/99	01/08/99	79 WAIG 1843
Pt III (1)(a)&(b):(4)(a):(7)	1262/99	05/11/99	79 WAIG 3407
Cl.	654/00	01/08/00	80 WAIG 3379
Cl	752/01	01/08/01	81 WAIG 1721
Pt III (1)(a)&(b):(4)(a):(7)	1609/02	10/01/02	82 WAIG 285

Cl.	797/02	01/08/02	82 WAIG 1369
Part III (1) & (4) & (7)	1408/02	20/11/02	82 WAIG 3235
Cl.	569/03	5/06/03	83 WAIG 1899 & 2611
Cl	570/04	4/06/04	84 WAIG 1521 & 2035
Pt III	853/04	05/11/04	84 WAIG 3546
Cl.	576/05	07/07/05	Unreported
Part III	949/05	24/11/05	Unreported949
Cl	957/05	7/07/06	Unreported975

(28A. 3% and $10.00 Wage Additions)

Del. cl.	2441/89(R)	01/12/89	69 WAIG 3576

28A. Structural Efficiency Agreement – Cold Storage Industry

Ins. Cl.	2441/89®	01/12/89	69 WAIG 3576
Rates	1262/99	28/10/99	79 WAIG 3407
Rates	1609/02	10/01/02	82 WAIG 285
Cl	1408/02	20/11/02	82 WAIG 3235
Cl	1007/03	28/10/03	83 WAIG 3635
Cl	853/04	05/11/04	84 WAIG 3546
Cl	949/05	24/11/05	Unreported949

29. Easter Week

(2)	237/89	10/03/89	69 WAIG 1129
Cl.	381/90	02/04/90	70 WAIG 1906

30. Right of Entry

Ins. Text	2053(1)/97	22/11/97	77 WAIG 3138	

31. Other Provisions

(1)	876/94	0/12/94	75 WAIG 415	

32. Motor Vehicle Allowance

Table	61/92	22/05/92	72 WAIG 1350	
Sch.	1262/99	28/10/99	79 WAIG 3407	
Cl	1408/02	20/11/02	82 WAIG 3235	
Cl	949/05	24/11/05	Unreported949	

33. Long Service Leave

34. Shift Work

35. Payment of Wages

36. Posting of Award

37. Stand Down

Amd. Reference to cl. 20 title in (1)	512(A)/96	25/10/96	76 WAIG 4495	

(38. Compassionate Leave)

Clause & title; (1) & (2);				
Delete (3)	144/95	25/10/96	76 WAIG 4693	

38. Beareavement Leave

39. Location Allowance

Cl.	778 & 1065/90	01/07/90	70 2995	WAIG
(1)	1049/91	01/07/91	71 2753	WAIG
Cl.	851/92	01/07/92	72 2498	WAIG
Cl.	943/93	01/07/93	73 1989	WAIG
Cl.	714/94	01/07/94	74 1869	WAIG
Cl	641/95	01/07/95	75 2125	WAIG
Cl.	911/96	01/07/96	76 3365	WAIG
Cl.	1400/97	01/07/97	77 2547	WAIG
Cl.	975/98	1/07/98	78 2999	WAIG
Cl.	690/99	01/07/99	79 1843	WAIG
Cl.	1050/00	01/08/00	80 3153	WAIG
Cl	718/01	01/08/01	81 1559	WAIG
Cl.	686/02	01/07/02	82 1185	WAIG
Cl.	570/03	01/07/03	83 1657	WAIG
Cl	696/04	1/07/04	84 2145	WAIG
Cl.	458/05	07/07/05	Unreported	
Cl.	59/06	01/07/06	Unreported	

40. Chemists Shops

41. Liberty to Apply

(42. Maternity Leave)

Cl. & title	512(A)/96	25/10/96	76 WAIG 4695

42. Parental Leave

43. Union Notice Board

44. Introduction of Change

45. Superannuation

(5)	1554(1)/89	18/08/89	69 WAIG 2751
Ins. Preamble; (2); del(4)(5)(6)&(7) & Ins.(4)&(5); renumber (8)&(9) as (6)& (7); del (10)&(11)	606/96	25/10/96	76 WAIG 4480
Ins. Text	599/98	30/06/98	78 WAIG 2559

46. First Aid Allowance

Rates	1100(1)/91	01/10/91	71 WAIG 2592
Rates	1262/99	28/10/99	79 WAIG 3407
Rates	1609/02	10/01/02	82 WAIG 285
Cl	1408/02	20/11/02	82 WAIG 3235
Cl	1007/03	28/10/03	83 WAIG 3635
Cl	853/04	05/11/04	84 WAIG 3546
Cl	949/05	24/11/05	Unreported949

(47. Traineeships)

Ins. Cl.	627/89	25/06/90	70 WAIG 2829

Rename cl.	1326/92	07/02/95	75 WAIG 724

(47A. Australian Traineeship System)

Del. Cl.	87/96	23/04/96	76 WAIG 1417

(47B. Traineeships)

Ins. Cl.	1326/92	07/02/95	75 WAIG 724
Re-number cl as(47)	87/96	23/04/96	76 WAIG 1417

47. Traineeships

(7)(a)(iv); (7)(b);ins text (7)(c); ins (7)(c)(iv)	87/96	23/04/96	76 WAIG 1417
(7)(a)(iv)	448/97	29/04/97	77 WAIG 1260
Part 1 (1) rates & insert text	609/99	01/08/99	79 WAIG 1843
Cl.	654/00	01/08/00	80 WAIG 3379
Cl	752/01	01/08/01	81 WAIG 1721
Cl. (Correction)	752/01	01/08/01	83 WAIG 1869
Cl.	569/03	5/06/03	83 WAIG 1899 & 2611
Cl	570/04	4/06/04	84 WAIG 1521 & 2035
Cl.	576/05	07/07/05	Unreported
Cl	957/05	7/07/06	Unreported975

48. Additional Loading for Late Night Trading Establishments

Ins. cl.	614/90(R2)	10/08/90	70 WAIG 3732
Figures - (1) & (2)	1100(1)/91	01/10/91	71 WAIG 2592
Rates - (1) & (2)	607/96	26/09/96	76 WAIG 4313

(1)&(2)	1262/99	28/10/99	79 WAIG 3407
(1)&(2)	1609/02	10/01/02	82 WAIG 285
Cl	1408/02	20/11/02	82 WAIG 3235
(1) & (2)	1007/03	28/10/03	83 WAIG 3635
Cl	853/04	05/11/04	84 WAIG 3546
(1) & (2)	949/05	24/11/05	Unreported949

49. Trade Union Training Leave

Ins. cl.	1135/91 & 318/92	22/05/92	72 WAIG 1348

50. Enterprise Level Award Change Procedure

Ins. cl.	1135/91 & 318/92	22/05/92	72 WAIG 1348
Del. (13)	876/94	06/12/94	75 WAIG 415

Appendix I - Parental Leave Entitlements

Cl. & title	512(A)/96	25/10/96	76 WAIG 4695

51. Redundancy

Ins. cl.	512B/96	25/10/96	76 WAIG 4475

Appendix - Resolution of Disputes Requirements

Ins. Appendix	693/96	16/07/96	76 WAIG 2768
(1),(6), Del. (7)	2053/97	22/11/97	77 WAIG 3079

Schedule "A"

Schedule "B"

Schedule "C"

Del. respondent	76/80/9	30/07/91	71 WAIG 2158
Del. respondents	76/80/76	05/05/92	72 WAIG 1146
Del. respondent	76/80/80	05/05/92	72 WAIG 1146
Del. respondents	76/80/53	02/06/92	72 WAIG 1621
Del. respondent	76/80/87	02/06/92	72 WAIG 1621
Del. Respondents	76/80/105	05/04/95	75 WAIG 954
Schedule.	423B/95	06/09/95	75 WAIG 2836
Del. Respondents	76/80,Part 196	08/04/98	78 WAIG 1884
Del. Respondents	76/80,Pt 192 193	17/06/98	78 WAIG 2922
Del. Respondents	76/80,Parts 194&197	29/07/98	78 WAIG 3343
Del Respondents	76/80/205	30/08/99	79 WAIG 2625
Del Respondent	58/06	2/5/06	Unreported

Schedule D - Union Party

Ins. Sched.	345/93	31/05/93	73 WAIG 1836
Del Address	1609/02	10/01/02	82 WAIG 285

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

THE SHOP AND WAREHOUSE (WHOLESALE AND RETAIL

ESTABLISHMENTS) STATE AWARD 1977

PURSUANT to section 93(6a) of the Industrial Relations Act, 1979 the following award has been "Consolidated by the Registrar". This consolidated award incorporates all orders of the Commission to have issued which vary conditions contained in the award, and is current on or after the date herein, until any such further variation of those conditions by order of the Commission.

Dated at Perth this 20 TH day of September 2004.

J SPURLING.
REGISTRAR.