

Wool, Hide and Skin Store Employees' Award No. 8 of 1966

1. - TITLE

This award shall be known as the "Wool, Hide and Skin Store Employees' Award No. 8 of 1966" as amended and consolidated.

1B. - MINIMUM ADULT AWARD WAGE

- (1) No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.
- (2) The minimum adult award wage for full-time employees aged 21 or more is \$627.70 per week payable on and from the commencement of the first pay period on or after 1 July 2012.
- (3) The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case Decisions.
- (4) Unless otherwise provided in this clause adults employed as casuals, part-time employees or piece workers or employees who are remunerated wholly on the basis of payment by result shall not be paid less than pro rata the minimum adult award wage according to the hours worked.
- (5) Employees under the age of 21 shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award to the minimum adult award wage.
- (6) The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or Jobskill placements or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.
- (7) Liberty to apply is reserved in relation to any special category of employees not included here or otherwise in relation to the application of the minimum adult award wage.
- (8) Subject to this clause the minimum adult award wage shall –
 - (a) Apply to all work in ordinary hours.
 - (b) Apply to the calculation of overtime and all other penalty rates, superannuation, payments during any period of paid leave and for all purposes of this award.
- (9) **Minimum Adult Award Wage**

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2012 State Wage order decision. Any increase arising from the insertion of the minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

- (a) Notwithstanding the provisions of this clause, an apprentice, 21 years of age or more, shall not be paid less than \$543.50 per week on and from the commencement of the first pay period on or after 1 July 2012.
- (b) The rate paid in the paragraph above to an apprentice 21 years of age or more is payable on superannuation and during any period of paid leave prescribed by this award.
- (c) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.
- (d) Nothing in this clause shall operate to reduce the rate of pay fixed by the award for an adult apprentice in force immediately prior to 5 June 2003.

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3. - SCOPE

This award shall apply to all employees engaged in wool, wool dumping, hide and/or skin stores and wool scouring establishments in the industries carried on by the respondents, in the classifications described in Clause 13. - Wages of this award in or in connection with the classing, sorting, dumping, piece picking, receiving, despatching and general handling of wool, skins, and/or hides.

Provided that it shall not apply to employees who are at present subject to any award of the Western Australian Industrial Relations Commission or in any industrial agreement registered in accordance with the Industrial Relations Act, 1979.

4. - AREA

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

5. - TERM

The term of this award shall be for a period of two years as from the beginning of the first pay period commencing after the date hereof. This award was delivered on the 12th day of August, 1966.

I. - WOOL STORE SECTION

6. - DEFINITIONS

- (1) "Casual Hand" shall mean a worker engaged by the hour and who may be put off or leave his employer's service at any moment without notice. Provided that -
 - (a) a casual hand shall be employed for not less than four hours in any one day;
 - (b) where a casual hand is dismissed, the wages due to him shall be paid in cash on termination of his employment, but where a casual hand is dismissed for cause, the wages due to him shall be paid not later than the next day
- (2) "Weekly Hand" shall mean a worker engaged by the week.

7. - HOURS

- (1)
 - (a) The provisions of this subclause apply to all employees other than those engaged on shift work.
 - (b) Subject to the provisions of this subclause and Clause 7A. - Implementation of the 38 Hour Week, the ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases.
 - (i) 38 hours within a work cycle not exceeding seven consecutive days; or
 - (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or

- (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
 - (iv) 152 hours within a work cycle not exceeding 28 consecutive days.
- (c) The ordinary hours of work may be worked on any or all days of the week, Monday to Friday, inclusive, and except in the case of shift employees, shall be worked between the hours of 7.30 a.m. and 5.00 p.m. Provided that the spread of hours may be altered by agreement between the employer and the majority of employees in the store or section or sections concerned.
 - (d) Where the first night shift in any week commences on Monday night, the night shift commencing on Friday and finishing not later than 8.00 a.m. on Saturday of that week, shall be deemed to have been worked in ordinary working hours.
 - (e) Notwithstanding the provisions of this award contained elsewhere than in this paragraph, when New Year's Day, Anzac Day, Christmas Day or Boxing Day falls on a Saturday an employee who does not work on that Saturday is nevertheless entitled to be paid for each of the two weeks preceding that Saturday his ordinary weekly wage and the starting and/or finishing time on any day or days in those two weeks may be varied by the employer so the ordinary hours usually worked by an employee between Monday and Friday (both inclusive) may be increased in each of those weeks by the ordinary hours usually worked by that employee on Saturday.

This paragraph does not apply to a casual worker.

7A. - IMPLEMENTATION OF 38 HOUR WEEK

- (1) Except as provided in subclause (4) hereof, the method of implementation of the 38 hour week may be any one of the following:
 - (a) By employees working no more than 7.6 ordinary hours each day.
 - (b) By employees working no more than 6 ordinary hours on one day each week.
 - (c) By fixing one day of ordinary working hours on which all employees will be off duty during a particular work cycle, or
 - (d) By rostering employees off duty on various days of the week during a particular work cycle so that each employee has one day of ordinary working hours off duty during the cycle. Provided such rostered days off may be accumulated to a maximum of 5 days per year by agreement between employer and employee.
 - (e) Any day off duty shall be arranged so that it does not coincide with a holiday prescribed in subclause (1) of Clause 16. - Holidays and Annual Leave of this award.
 - (f) Provided that the method of working the 38 hour week in a particular store at the date of issue of this order shall not be altered without consent of employer, employee and union.
- (2) Notice of Days Off Duty

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

- (b) An employer and employee may by agreement substitute the day the employee is to take off for another day.

8. - CONTRACT OF SERVICE

Except in the case of casual hands referred to in Clause 6. - Definitions, one week's notice on either side shall be necessary to terminate the engagement, or in the event of such notice not being given, by the payment of one week's pay by the employer to the employee or the forfeiture of one week's pay by the employee to the employer. Provided that an employer at any time may dismiss an employee for refusal or neglect to obey orders or for misconduct or if after receiving one week's notice, such employee does not carry out his or her duties in the same manner as he or she did prior to such notice.

9. - DEFINITIONS

- (1) "Casual Hand" shall mean a worker who is engaged by the hour and who may be put off or leave his employer's service at any moment without notice. Provided that -
 - (a) a casual hand shall be employed for not less than four hours in any one day;
 - (b) where a casual hand is dismissed the wages due to him shall be paid in cash on the termination of his employment, but where a casual hand is dismissed for cause, the wages due to him shall be paid not later than the next day.
- (2) "Weekly Hand" shall mean a worker engaged by the week.

10. - HOURS

Except as provided in Clause 28 of this award, 38 hours shall constitute a week's work to be worked between the hours of 7.00a.m. and 6.00p.m. on Monday to Friday inclusive. Provided that the working days and starting and finishing times of employees employed at the abattoirs at Fremantle or at any other skin drying sheds, shall be mutually arranged in writing between the employer and the union. Provided that the hours worked in each shift shall be continuous. 38 hours shall also constitute a week's work at the said abattoirs or at other skin drying sheds. Provided that the said hours shall be worked in accordance with Clauses 7 and 7A of this award.

11. - CHANGING TIME

The employer shall provide a suitable place and shall allow time for changing of clothes.

12. - PROTECTIVE CLOTHING

The employer shall provide rubber boots and/or aprons and/or gloves if required.

A bib apron shall, if requested by the employee, be provided for employees engaged on branding duties.

GENERAL CLAUSES APPLICABLE TO SECTION I AND II

13. - WAGES AND CLASSIFICATION STRUCTURE

- (1) Classification Structure

STOREWORKER LEVEL 1

Relativity: 90%

Pre-requisites:

- * Basic interpersonal and communication skills.
- * Basic literacy and numeracy skills.

Skills/Duties:

- * Familiar with company policies and procedures.
- * Responsible for quality of his/her own work subject to detailed direction.
- * Obtain knowledge and apply appropriate manual handling skills.
- * Able to work in a team environment and/or under routine supervision.
- * Able to exercise discretion within the limits of skills and/or training.
- * Able to undertake duties in a safe and responsible manner.

The following tasks are indicative of the tasks which an employee at this level may be required to perform.

1. Core sampling (non-mechanical).
2. Feeding wool into blending machines.
3. Head marking or branding of head bale at receipt or weighing.
4. Inserting lot plates or dividers.
5. Lobbing.
6. Opening or closing bales (including fadging and boodling).
7. Pushing into or taking from elevators or drops.
8. Sewing.
9. Wheeling baskets.
10. Hand trucking.
11. Use of non-licensed material handling equipment.
12. Operate wool blending machine.
13. Responsible for housekeeping in own work environment.

Promotional Criteria:

An employee remains at this level until he/she is capable of completing the tasks required of this level so as to enable him/her to be considered for promotion to the next level when a position becomes available.

STOREWORKER LEVEL 2**Relativity: 92.4%****Pre-requisites:**

- * Storeworker Level 1 or equivalent.

Skills/Duties:

In addition to the skills/duties required of Storeworker Level 1 the following skills/duties are required:

- * Able to work in a team environment under limited supervision.
- * Responsible for quality of his/her own work.

* Appropriate licence to operate required materials handling equipment, (other than crane or fork-lift rated in excess of 20000kg), (as required).

The following tasks are indicative of the tasks which an employee at this level may be required to perform.

1. Breaking out of specified bales for shipping, showing, pooling or blending.
2. Breaking out for rail trucks (including the use of mechanical aids).
3. Breaking down stacks of wool.
4. Port marking and branding of wool for shipping.
5. Operating and in charge of semi-automatic dump press.
6. Operating of all appropriate materials handling equipment (other than crane or fork-lift rated in excess of 20000kg), not requiring ancillary or incidental clerical functions.
7. Sheetman or fossicker.
8. Wool pressing.
9. Weight adjusting.
10. Handling or hanging or drying green skins (including trottering of sheepskins).

Handling hides including staking and unstacking operator and in charge of skin press.

Promotional Criteria:

An employee remains at this level until he/she is capable of completing the tasks required of this level so as to enable him/her to be considered for promotion to the next level when a position becomes available.

STOREWORKER LEVEL 3

Relativity: 94.5%

Pre-requisites:

* Storeworker Level 2 or equivalent.

Skills/Duties:

In addition to the skills/duties required of Storeworker Level 1 the following skills/duties are required:

- * Understands and is responsible for quality control standards.
- * Advanced level of interpersonal and communication skills.
 - * Keyboard skills.
 - * Able to perform work required with minimal supervision.
 - * Able to operate computerised inventory equipment (as required).

Indicative of the tasks which an employee at this level may perform are the following.

1. Sworn weigher or employee (including fork-lift driver) recording or carrying out clerical functions in receiving, weighing and delivering or shipping of bales including notifying locations of bales by radio or other electronic means.
2. In charge of an out-store.
3. Operation of semi-automatic core line.
4. Responsible for the actual packing of containers with dumped bales.

Promotional Criteria:

An employee remains at this level until he/she is capable of completing the tasks required of this level so as to enable him/her to be considered for promotion to the next level when a position becomes available.

STOREWORKER LEVEL 4

Relativity: 97%

Pre-requisites:

- * Storeworker Level 3 or equivalent.

Skills/Duties:

In addition to the skills/duties required of Storeworker Level 4 the following skills/duties are required:

- * Appropriate licence to operate required materials handling equipment and/or container handling equipment and/or crane, with capacity rated greater than 20000kg (as required).
- * Knowledge of operation of fully automated core line operation.
- * Able to operate computerised wool handling equipment (as required).

Indicative of the tasks which an employee at this level may perform are the following:

1. Operator in charge of a fully automated core line operation.
2. Operator in charge of a fully automatic Dump Press (i.e. TriPak).
3. Operator of container handling equipment rated greater than 20000kg.
4. Employee charged by employer with the responsibility of supervising and directing not more than 10 employees (not being a number of employees working as a team).
5. Classing skins, furs or hides.

Promotional Criteria:

An employee remains at this level until he/she is capable of completing the tasks required of this level so as to enable him/her to be considered for promotion to the next level when a position becomes available.

STOREWORKER LEVEL 5 - WOOL CLASSER

Relativity: 100%

Pre-requisites:

- * Storeworker Level 4 or equivalent.
- * Appropriate Certification.

Skills/Duties:

In addition to the skills/duties required of a Storeworker Level 4 the following skills/duties are required:

- * Able to sort all types of wool to desired graded lines.
- * Able to allocate bin types and calculate bin weights and percentages.
- * Responsible for sorting wool to Industry Quality Control Standards.

* Understanding of operation of a Wool Re-handling Department.

Indicative of the tasks which an employee at this level may perform are the following:

1. Classing or sorting wool with or without mechanical aids.
2. Undertake appropriate recording functions.

Promotional Criteria:

An employee remains at this level until he/she is capable of completing the tasks required of this level so as to enable him/her to be considered for promotion to the next level when a position becomes available.

STOREWORKER LEVEL 6 - OVERLOOKER

Relativity: 105%

Pre-requisites:

* Wool Classer or equivalent.

Skills/Duties:

In addition to the skills/duties required of Wool Classer the following skills/duties are required:

- * Proven ability to train and supervise.
- * Competent to train wool classers.
- * Proficient in the accurate allocation of types and component percentages and weights of all wool bales.
- * Must ensure quality control standards are met by all wool re-handling personnel.
- * Must ensure the efficient operation of a wool re-handling department.

Indicative of the tasks which an employee at this level may perform are the following:

Control and co-ordinate all relevant functions of a wool re-handling operation.

- (2) Deleted
- (3) Deleted
- (4) Total Wage Rates (Adults)

The total wage rate per week for adult employees performing the work described by the classifications detailed in subclause (1) of this clause shall be as detailed in column 5 of the table below. The rates of pay in this subclause take effect on and from the commencement of the first pay period on or after 1 July 2012.

Column 1 CLASSIFICATION	Column 2 BASE RATE	Column 3 SUPPLEMENTARY PAYMENT	Column 4 ARBITRATED SAFETY NET ADJUSTMENTS	Column 5 TOTAL RATE
Storeworker Level 1	328.70	46.80	304.00	679.50
Storeworker Level 2	337.50	48.00	304.40	689.90
Storeworker Level 3	345.10	49.10	304.70	698.90
Storeworker Level 4	354.30	50.40	305.00	709.70

Storeworker Level 5 – Wool Classer	365.20	52.00	307.50	724.70
Storeworker Level 6 - Overlooker	383.50	54.60	308.20	746.30

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.

(5) Transitional Provisions

- (a) The provisions of subclauses (1), (2), (3) and (4) of this clause shall be trialled for a period of 12 months from the date of operation in order to assess the suitability of such a classification structure.
- (b) Any dispute arising from the introduction of the provisions of subclauses (1), (2), (3) and (4) of this clause shall be discussed between the employee, employer and failing agreement, with a duly accredited union official. If the matter is not resolved at the workplace it shall be referred to the Western Australian Industrial Relations Commission.
- (c) The following translation table shall be used to determine an employee classification as at the date of the introduction of this variation.

GRADING UNDER OLD CLASSIFICATION STRUCTURE	GRADING UNDER NEW CLASSIFICATION STRUCTURE(See exceptions below)
Storeman Grade (a)	Storeworker Level 1
Storeman Grade (b)	Storeworker Level 2
Storeman Grade (c)	Storeworker Level 2
Storeman Grade (d)	Storeworker Level 3
Storeman Grade (e)	Storeworker Level 3
Storeman Grade (f)	Storeworker Level 4
Wool Classer (g)	Storeworker Level 5 - Wool Classer
Overlooker - 2-5 employees (h)	Storeworker Level 6 - Overlooker
Overlooker - 6+ employees (h)	Storeworker Level 6 - Overlooker

Exceptions

1. Weighing Adjusting which under the old classification structure was Grade (a) translates to Level 2 under the new structure.
2. Operator in charge of a fully automatic dump press (i.e. TriPak) which under the old classification structure was Grade (b) translates to Level 4 under the new classification structure.
3. Employee in charge of out store which under the old classification structure was Grade (e) translates to Level 4 under the new classification structure.

- (d) The rates described herein include the 1st Minimum Rate Adjustment.

- (e) It is agreed that the total amount of the supplementary payment described in subclause (3) of this clause shall be absorbed from any component of the weekly wage in excess of the base rate described in subclause (2) of this clause.
 - (f) It is agreed that no employee shall suffer a reduction in actual weekly total wage rates as a consequence of the introduction of the new classification structure.
 - (g) It is agreed that the parties shall aim to complete the Minimum Rates Adjustment process no later than 1 November 1993.
 - (h) It is agreed that each employer shall provide each employee, within three (3) months of the date of operation of this order, advice concerning that employee's new classification as described by subclause (1) of this clause.
- (6) An allowance of five percent on so much of his/her average earnings per week exclusive of overtime as does not exceed the amount fixed from time to time for workers covered by the provisions of paragraph (a) of subclause (2) and paragraph (a) of subclause (3) of this clause shall be paid to a weekly worker if he/she is employed in a wool store for any period of less than six successive calendar months unless such employment has been terminated voluntarily or on account of malingering, inefficiency, neglect of duty or misconduct.

Provided that in the event of any such worker being dismissed (except for malingering, inefficiency, neglect of duty or misconduct) within fourteen days prior to Christmas Day, he shall receive not less than one half week's wages by way of such allowance. That is to say, if the five percent allowance on wages earned up to the time of dismissal is not equal to one half week's wages, then the half week's wage shall be paid, but if the five percent allowance on wages earned up to the time of dismissal is in excess of one half week's wages, then the said five percent allowance shall be paid but not the half week's wages.

- (7) Ninety cents per hour in addition to the above rates shall be paid to any worker who actually handles "dead" wool.
- (8) If a worker is required by his/her employer to act as a first aid attendant in any store, for so acting he shall be paid in addition to his/her ordinary rate of pay the sum of \$2.00 per day.
- (9) (a) The weekly wage rates for junior employees shall be calculated by multiplying the relevant percentage determined by the employee's age as detailed below and the total rate of pay for the classification of Storeworker Level 1 as provided for in subclause 4 of this clause.

Age	Percentage
At 17 years of age or under	70%
At 18 years of age	80%
At 19 years of age	90%
At 20 years of age	100%

The total wage shall be calculated to the nearest 10 cents, with any amount of five cents or greater rounded up, any amount less than 5 cents being disregarded.

- (b) The provisions of subclause (5) of this clause mutatis mutandis (the necessary changes being made) shall apply to Junior Employees.
- (10) Casual Employees: Casual employees shall be paid at the rate of twenty percent in addition to the rates prescribed by this award for the appropriate classification.

14. - OVERTIME

- (1) All time worked prior to the usual starting time or after the usual time shall be paid for at overtime rates.

- (2) Subject to the provisions of this clause, all work done beyond the ordinary working hours on any day, Monday to Friday inclusive, shall be paid at the rate of time and on half for the first two hours and double time thereafter.
- (3) Overtime worked before 12 noon on a Saturday shall be paid for at the rate of time and one half for the first two hours and double time thereafter with a minimum payment as for three hours
- (4)
 - (a) Overtime worked on a Saturday after 12 noon or during a meal period to which a worker is entitled or on a Sunday shall be paid for at the rate of double time.
 - (b) Overtime worked on any of the holidays prescribed by this award shall be paid for at the rate of double time and one half.
- (5) Notwithstanding anything contained in this award:
 - (a) an employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirements.
 - (b) no organization 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.
- (6) A worker who, on a Saturday afternoon, Sunday or public holiday referred to in Clause 16. - Holidays and Annual Leave of this award, after leaving the employer's premises (other than for a meal break) is required to work overtime and who returns home on completion of that overtime shall be paid:-
 - (a) for a minimum of two hours at overtime rates if notified of the requirement to work overtime before leaving the employer's premises.
 - (b) For a minimum of three hours at overtime rates if recalled.
- (7) 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 subclause, 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 employers, such a worker resumes or continues work without having had such 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.
- (8) The provisions of this clause shall not apply to shift workers.

15. - MEAL HOURS AND MEAL MONEY

- (1)
 - (a) No less than 40 minutes nor more than one hour shall be allowed for each meal. Provided that where the distance or any other unavoidable circumstance does not permit a worker from obtaining a meal in that time he shall on notifying the employer prior to taking of the meal period, be allowed up to one and one half hours for any meal taken from 5.00pm.
 - (b) The lunch period is to be taken between the hours of 11.30am and 1.00pm

- (c) Where an employee is required to work for more than two hours before his normal commencing time or to continue to work for more than two hours after his normal ceasing time, he shall be entitled to a meal break.
 - (d) Where an employee is required to continue working after 12 midnight for more than one hour he shall be entitled to a meal break between the hours of 11.30 p.m. and 1.00 a.m.
 - (e) Where an employee is required to continue working after 12 noon on Saturday, Sunday or public holiday for more than one hour, he shall be entitled to a meal break.
- (2) (a) An employee shall be entitled to meal money of \$11.20 in the following circumstances.
- (i) Where he is required to work for more than one hour before his normal commencing time or to continue to work for more than one hour after his normal ceasing time; or
 - (ii) Where he is required to continue working after 12.00 midnight for more than one hour; or
 - (iii) Where he is required to continue working after midday on Saturday, Sunday or public holiday for more than one hour; or
 - (iv) Where he is required to continue overtime after 5.00pm on a Saturday, Sunday or public holiday for not less than one hour.
- (b) Meal money shall be paid to the worker no later than 5.00pm on the day that he is required to return to work overtime.
- (3) A break not exceeding 10 minutes duration shall be allowed to workers between the hours of 9.45am and 10.30am each day for the purpose of taking morning tea. Provided that an afternoon smoko break not exceeding 10 minutes duration shall be allowed each day. Provided further that to become entitled to such breaks on a Saturday or a Sunday a worker shall have performed more than three hours work on the respective day. The time of taking such break shall be determined by the employer. The provision of this subclause shall not apply to workers picked up at 10.00am.
- (4) If any worker is required to work beyond 9.00pm and/or 3.00am he shall be allowed an interval of 15 minutes for smoko.
- (5) The provisions of this clause shall not apply to shift workers.

16. - HOLIDAYS AND ANNUAL LEAVE

- (1) (a) The following days or the days observed in lieu shall, subject to this subclause and to Clause 14. - Overtime of this award be allowed as holidays without deduction of pay, namely, New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, 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) Except as hereinafter provided a period of four consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve months' continuous service with such employer.
- (4)
 - (a) During a period of annual leave a worker shall be paid a loading of 17 1/2% calculated on his ordinary wage as prescribed.
 - (b) The loading prescribed by this subclause shall not apply to proportionate leave on termination.
- (5) If any prescribed holiday falls within a worker's period of annual leave and is observed on a day which in the case of that worker would have been an ordinary working day, there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid.
- (6)
 - (a) If after one month's continuous service in any qualifying twelve monthly period a worker lawfully leaves his employment or his employment is terminated by the employer through no fault of the worker, the worker shall be paid 3.08 hours' pay at his ordinary rate of wage in respect of each completed week of continuous service.
 - (b) In addition to any payment to which he may be entitled under paragraph (a) of this subclause, a worker whose employment terminates after he has completed a twelve monthly qualifying period and who has not been allowed the leave prescribed under this award in respect of that qualifying period shall be given payment in lieu of that leave, or in a case to which subclause (9) or (13) of this clause applied, in lieu of so much of that leave as has not been allowed unless -
 - (i) he has been justifiably dismissed for misconduct; and
 - (ii) the misconduct for which he has been dismissed occurred prior to the completion of that qualifying period.
- (7) 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.
- (8) 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 (6) 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.
- (9) 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.
- (10) 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.
- (11) Every worker shall be given and shall take annual leave within six months after the date the leave falls due.
- (12) The provisions of this clause shall not apply to casual workers.
- (13) 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.

17. - HIGHER DUTIES

A worker who is required to do work for which a higher rate is prescribed in this award than that which he usually performs shall be entitled to payment at the higher rate whilst so employed.

18. - 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.
- (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 twelve months preceding the date of inspection.
 - (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.

19. - UNDER-RATE WORKERS

- (1) Any worker who by reason of old age or infirmity is unable to earn the minimum wage may be paid such lesser wage as may from time to time be agreed upon in writing between the union and the employer.
- (2) In the event of no agreement being arrived at the matter may be referred to the Board of Reference for determination.
- (3) After application has been made to the Board, and pending the Board's decision, the worker shall be entitled to work for and be employed at the proposed lesser rate.

20. - PAYMENT OF WAGES

Wages shall be paid weekly during a worker's ordinary working hours on any day Monday to Friday.

21. - 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 regulation 16 of the Industrial Arbitration Act (Western Australian Industrial Commission Regulations, 1980).
- (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.

22. - SOUNDING DEVICE

The employer shall provide a sounding device and all work shall start and finish with the sound emitted from such device.

23. - TRAVELLING TIME

When a worker is required during his ordinary working hours to work outside his usual place of employment, or is transferred from one job to another, the employer shall provide the necessary means of transport or pay the worker reasonable expenses incurred.

24. - SICK LEAVE

- (1)
 - (a) A worker who is unable to attend or remain at his place of employment during the ordinary hours of work by reason of personal ill health or injury shall be entitled to payment during such absence in accordance with the following provisions.
 - (b) Entitlement to payment shall accrue at the rate of one-sixth of a week for each completed month of service with the employer.
 - (c) If in the first or successive years of service with the employer a worker is absent on the ground of personal ill health or injury for a period longer than his entitlement to paid sick leave, payment may be adjusted at the end of that year of service, or at the time the worker's services terminate, if before the end of that year of service, to the extent that the worker 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) To be entitled to payment in accordance with this clause the worker shall as soon as reasonably practicable advise the employer of his inability to attend for work, the nature of his illness or injury and the estimated duration of the absence. Provided that such advice, other than in extraordinary circumstances shall be given to the employer within 24 hours of the commencement of the absence.
- (4) The provisions of this clause do not apply to a worker who fails to produce a certificate from a medical practitioner dated at the time of the absence or who fails to supply such other proof of the illness or injury as the employer may reasonably require provided that the worker shall not be required to produce a certificate from a medical practitioner with respect to absences of two days or less unless after two such absences in any year of service the employer requests in writing that the next and subsequent absences in that year if any, shall be accompanied by such certificate.
- (5)
 - (a) Subject to the provisions of this subclause, the provisions of this clause apply to a worker who suffers personal ill health or injury during the time when he is absent on annual leave and a worker may apply for and the employer shall grant paid sick leave in place of paid annual leave.
 - (b) Application for replacement shall be made within seven days of resuming work and then only if the worker was confined to his place of residence or a hospital as a result of his personal ill health or injury for a period of seven consecutive days or more and he produces a certificate from a registered medical practitioner that he was so confined. Provided that the provisions of this paragraph do not relieve the worker of the obligation to advise the employer in accordance with subclause (3) of this clause if he is unable to attend for work on the working day next following his annual leave.
 - (c) Replacement of paid annual leave by paid sick leave shall not exceed the period of paid sick leave to which the worker was entitled at the time he proceeded on annual leave and shall not be made with respect to fractions of a day.
 - (d) Where paid sick leave has been granted by the employer in accordance with paragraphs (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid sick leave

is hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the worker or, failing agreement, shall be added to the worker's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions of Clause 16. - Holidays and Annual Leave of this award.

- (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 16. - Holidays and Annual Leave of this award 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.

25. - 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.

26. - NO REDUCTION

Any worker who at the date of this award receives a higher rate of wage than set out herein shall not have his rate of wage reduced.

27. - 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 part of this award.

28. - SHIFT WORK

- (1) Hours of Shifts:

The provisions of this clause apply to workers employed on shift work.

- (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 each between 10.00p.m. on Sunday and 7.00a.m. on Saturday in accord with subclause (1)(b) of Clause 7. - 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 5.5 hours without a break for a meal.
 - (c) Except at regular changeover of shifts a worker shall not be required to work more than one shift in each 24 hours.
- (2) Variation of Method of Working Shifts: The method of working shifts and/or the time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the union to suit the convenience of the establishment or in the absence of agreement on 48 hours' notice of variation given by the employer to the workers concerned.

(3) 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.

"Double time" means double the ordinary rates prescribed by this award for the classifications of the worker concerned exclusive of the shift premiums prescribed in subclause (4) of this clause.

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

"Permanently working" - a worker shall be deemed to be and to have been "permanently working" an afternoon or night shift or combination of afternoon and night shifts if -

- (a) he works on an afternoon or night shift or combination of such shifts without rotating or alternating with another shift or with day work so as to give him at least one-third of his working time off that afternoon or night shift or combination of such shifts in each shift cycle; or;
- (b) he remains on afternoon or night shift only, or a combination of afternoon and night shifts, for a longer period than four consecutive weeks; or
- (c) he is specifically engaged to work on an afternoon or night shift only or on a combination of afternoon and night shifts only.

"Time and a half" means one and a half times the ordinary rate prescribed by this award for the classification of the worker concerned exclusive of the shift premiums prescribed in subclause (4) of this clause.

(4) Allowances: For the ordinary hours of shift, shift workers shall be paid the following extra percentages of the rate of pay prescribed for their respective classifications;-

Shift	%
(i) Afternoon or night shift, other than shifts referred to hereunder	10
(ii) Permanently working afternoon shift	20
(iii) Permanently working alternate night shift	25
(iv) Permanently working alternate night and afternoon shifts -	
(a) when on afternoon shift	20

- (b) when on night shift 25
- (v) Afternoon or night shift which does not continue for at least five consecutive afternoons or nights 50
- (5) Crib Break: Shift workers shall be allowed one twenty minute crib break without deduction from pay in each shift of eight hours.
- (6) Saturdays, Sundays and Public Holidays
- (a) For work performed on a Saturday outside a shift worker's ordinary hours payment shall be made at the rate of time and a half for the first two hours and double time thereafter.
- (b) For work performed on a Sunday or on any of the holidays prescribed in Clause 16. - Holidays and Annual Leave of this award outside a shift worker's ordinary hours payment shall be made at the rate of double time.
- (7) Overtime: For all time worked in excess of eight hours per shift or outside the ordinary hours of work prescribed by this clause, shift workers shall be paid at the rate of time and a half for the first two hours and double time thereafter except in each case when the time is worked:-
- (i) by arrangement between the employees themselves; or
- (ii) for the purpose of effecting the customary rotation of shifts; or
- (iii) because the relief man does not come on duty at the proper time.
- (8) For workers employed pursuant to this clause the method of implementation of the 38 hour week shall be in accord with Clause 7A. - Implementation of 38 Hour Week.

29. - STAND-DOWN

Notwithstanding anything elsewhere contained in this award an employer may stand down without pay a worker for any day during which the worker cannot be usefully employed due to any strike, ban, limitation or restriction on performance of work by workers bound by this award or by any union, association or organisation.

30. - VEHICLE ALLOWANCE

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

Area and details				Engine Displacement(in cubic centimetres)			
				Rate Per Kilometre (Cents)			
Distance	Travelled	Each	Year	on	Over 2600 cc	Over 1600 cc - 2600 cc	1600 cc & Under
Employer's Business							
Metropolitan Area					64.16	57.45	49.98
South West Land Division					65.66	58.94	51.23
North of 23.5 degrees South Latitude					72.12	64.98	56.45
Rest of the State					67.9	60.81	52.85
Motor Cycle (in all areas)					22.13 cents per kilometre		

31. - MATERNITY LEAVE

- (1) Eligibility for Maternity Leave

A worker who becomes pregnant shall, upon production to her employer of a certificate from a duly qualified medical practitioner stating the presumed date of her confinement, be entitled to maternity leave provided that she has had not less than 12 months' continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

For the purposes of this clause:

- (a) A worker shall include a part-time worker but shall not include a worker engaged upon casual or seasonal work.
- (b) Maternity leave shall mean unpaid maternity leave.

(2) Period of Leave and Commencement of Leave

- (a) Subject to subclauses (3) and (6) hereof, the period of maternity leave shall be for an unbroken period of from twelve to 52 weeks and shall include a period of six weeks' compulsory leave to be taken immediately before the presumed date of confinement and a period of six weeks' compulsory leave to be taken immediately following confinement.
- (b) A worker shall, not less than 10 weeks prior to the presumed date of confinement, give notice in writing to her employer stating the presumed date of confinement.
- (c) A worker shall give not less than four weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave, stating the period of leave to be taken.
- (d) A worker shall not be in breach of this order as a consequence of failure to give the stipulated period of notice in accordance with paragraph (c) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

(3) Transfer to a Safe-Job

Where in the opinion of a duly qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the worker make it inadvisable for the worker to continue at her present work, the worker 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 worker may, or the employer may require the worker to, take leave for such period as is certified necessary by a duly qualified medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (7), (8), (9) and (10) hereof.

(4) Variation of Period of Maternity Leave

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

(5) Cancellation of Maternity Leave

- (a) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of a worker terminates other than by the birth of a living child.
- (b) Where the pregnancy of a worker then on maternity leave terminates other than by the birth of a living child, it shall be the right of the worker 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 worker to the employer that she desires to resume work.

(6) Special Maternity Leave and Sick Leave

- (a) Where the pregnancy of a worker not then on maternity leave terminates after 28 weeks other than by the birth of a living child then -
 - (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, or
 - (ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work
- (b) Where a worker 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 duly qualified medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed 52 weeks.
- (c) For the purposes of subclauses (7),(8) and (9) hereof, maternity leave shall include special maternity leave.
- (d) A worker returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of a worker who was transferred to a safe job pursuant to subclause (3), to the position she held immediately before such transfer.

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

(7) Maternity Leave and Other Leave Entitlements

Provided the aggregate of leave including leave taken pursuant to subclauses (3) and (6) hereof does not exceed 52 weeks.

- (a) A worker 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 then entitled.
- (b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to a worker during her absence on maternity leave.

(8) Effect of Maternity Leave on Employment

Notwithstanding any award, or other provision to the contrary, absence on maternity leave shall not break the continuity of service of a worker but shall not be taken into account in calculating the period of service for any purpose of the award.

(9) Termination of Employment

- (a) A worker on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this award.
- (b) An employer shall not terminate the employment of a worker on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(10) Return to Work After Maternity Leave

- (a) A worker 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.
 - (b) A worker, upon the expiration of the notice required by paragraph (a) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of a worker who was transferred to a safe job pursuant to subclause (3), to the position which she held immediately before such transfer. Where such position no longer exists but there are other positions available for which the worker is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.
- (11) Replacement Workers
- (a) A replacement worker is a worker specifically engaged as a result of a worker proceeding on maternity leave.
 - (b) Before an employer engages a replacement worker under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the worker who is being replaced.
 - (c) Before an employer engages a person to replace a worker temporarily promoted or transferred in order to replace a worker exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the worker who is being replaced.
 - (d) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement worker.
 - (e) A replacement worker shall not be entitled to any of the rights conferred by this clause except where her employment continues beyond the twelve months' qualifying period.

32. - ENTERPRISE AGREEMENT

Notwithstanding any other provision of this Award an employer, employees and the union shall be permitted to negotiate enterprise agreements that comply with the following conditions -

- (1) Such agreement shall not, in the context of a total package, provide for a set of conditions of a lesser standard than that provided by the Award and no employee shall have a lesser income as a result of the conditions provided for in such agreement.
- (2) The majority of employees at each enterprise must genuinely agree to the implementation of such agreement.
- (3) The union shall be a party to the agreement, in particular, where enterprise level discussions are considering matters requiring any award variation, the union shall be invited to participate.
- (4) The union shall not unreasonably oppose any agreement.
- (5) All agreements must be approved by the Western Australian Industrial Relations Commission and inserted as a schedule to the Award.
- (6) All agreement shall expressly stipulate the sections of the Award intended to be overridden as a consequence of the agreement's operation.
- (7) In the event that agreement is not reached, the matter shall be referred to the Western Australian Industrial Relations Commission for determination.

33. - SUPERANNUATION

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

(1) Definitions:

"Fund": In this clause all reference to "Fund" shall mean the Labor Union Co-Operative Retirement Fund (L.U.C.R.F.) or any other approved superannuation fund to which the employer was making occupational superannuation contributions for all eligible employees on and from 1 August 1988.

"Ordinary Time Earnings": In this clause the term "Ordinary Time Earnings" shall mean the base classification rate, including supplementary payments where appropriate, minimum rate adjustments if applicable, 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 Wool, Hide and Skin Store Employees' Award No. 8 of 1966.

"Trustee": In this clause all reference to "Trustee" shall mean the Trustee of the Labor Union Co-Operative Retirement Fund.

"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

An employer bound by this award shall make application to participate in the Fund either formally or informally and upon acceptance by the Trustee shall contribute to the Fund in respect of all eligible employees an amount equal to 3% of each employee's ordinary time earnings on and from 25 September 1991.

(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) Casual Employees

Contributions to the Fund in respect of eligible casual employees will be proportionate to the hours of work of such employees.

(5) Eligibility

(a) The employer shall be required to make contributions in accordance with this clause in respect of each employee (full time and casual) who has been employed by the employer continuously for four weeks. Once the employee has completed the four week qualifying period he/she shall be eligible to have contributions to the Fund paid on his/her behalf from the date of his/her engagement with the employer.

(b) Once an employee has become eligible in accordance with paragraph (a) above, a contribution shall be made on his/her behalf for each week of employment.

(c) From the point of eligibility, and in addition to the provisions of paragraph (b) above, the employer shall make a contribution for each week of employment.

(6) Employer Failure to Participate in Fund

Where an employer has failed, pursuant to subclause (2) above, to make application to participate in the Fund, the employer shall be required to make application to participate in the Fund. Upon acceptance by the Trustee, the employer shall make a once only contribution to the fund in respect of each eligible employee equivalent to the contributions which would have been payable under subclause (2) or (4) had the employer made application to participate in the Fund after 25 September 1991.

- (7) Employees who may wish to make contributions to the fund additional to those being paid by the employer pursuant to subclause (2) or (4) above, shall be entitled to authorise the employer to pay into the fund from the employee's wages amounts specified by the employee.

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

- (8) Frequency of Payments

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 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 Trustee of the Fund and the employer from time to time.

- (9) Existing Superannuation Arrangements

Subject to subclause (1) no employer shall be excluded from this clause on the basis of existing voluntary superannuation arrangements.

- (10) Exclusion

This clause shall not be binding on employers listed as respondents to the following award or agreements -

1. Storemen and Packers (Wool Industry - Superannuation) Award 1988 Print H8527
2. Skin Store Storemen's Superannuation Order. Application Order. Application No. 319 of 1989 9/5/89.

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.

APPENDIX - S.49A- DISPUTE RESOLUTION 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) Notwithstanding anything elsewhere contained in this award any dispute or claim (whether any dispute or claim arises out of the operation of this award or not or whether it is within one State or not) as to wages or conditions of employment of any employee with regard to whom any employer is bound by this award and/or as to any other industrial matter pertaining to the relations of an employer (to whom this award applies) with employees (with regard to whom the employer is bound) shall be settled in the undermentioned manner:
 - (a) the matter shall be discussed between the State secretary or other appropriate officer of the union and a representative nominated by the employer;
 - (b) if agreement has not been reached, the matter shall then be discussed between a representative nominated by the employer concerned and the federal secretary of the union or his nominee;
 - (c) Where the parties do not agree it may be submitted to the Commission the decision of which shall, subject to any appeal in accordance with the relevant legislation, be final and shall be accepted by the parties 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.
- (3) The procedures above may be followed in connection with any questions, disputes or difficulties arising under this award/industrial agreement.

SCHEDULE A - EMPLOYER RESPONDENTS

Westralian Farmers Co-operative Limited
40 The Esplanade
PERTH WA 6000

Kreglinger (WA) Pty Ltd
Norfolk Street
FREMANTLE WA 6160

Elders Wool
Cnr Phoenix Road and Sudlow Road
SPEARWOOD WA 6163

Primaries of WA Pty Ltd
Wellard Street
SPEARWOOD WA 6163

Wool Agency Co Pty Ltd
4 Clontarf Road
HAMILTON HILL WA 6163

Peter Scanlan Wools
4 Chamberlain Street
O'CONNOR WA 6163

Prevost Trading Pty Ltd
15 Cocos Drive
BIBRA LAKE WA 6163

Westcoast Wools Pty Ltd
Phoenix Road
SPEARWOOD WA 6163

Carbon Skin Services Pty Ltd
5 Aldgate Place
EAST FREMANTLE WA 6160

Perth Hide and Skin Exports

Lot 25 Cockburn Road
HAMILTON HILL WA 6163

Western Australian Skin & Hide Industries
34 Lionel Street
NAVAL BASE WA 6165

Standard Wool Australia Pty Ltd
Bracks Street
NORTH FREMANTLE WA 6160

United Quality Wool
34 Lionel Street
NAVAL BASE WA 6165

SCHEDULE B - 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 this 7th day of May 1976.

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

WOOL, HIDE AND SKIN STORE EMPLOYEES' AWARD 1966

No. 8 of 1966

Delivered 12/8/66 at 46 WAIG 937
Consolidated s93(6) 22/3/91 at 71 WAIG 1135

CLAUSE NO.	EXTENT VARIATION	OF	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
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1. Title

(1A. State Wage Principles)

Ins. Cl.	1752/91	31/01/92	72 WAIG 191
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Cl. & Title	1457/93	24/12/93	74 WAIG 198
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(1A. State Wage Principles December 1993)

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

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

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

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

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

Del. Cl. & Title	609/99	06/07/99	79 WAIG 1843
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1B. Minimum Adult Award Wage

Ins. 1B	940/97	14/11/97	77 WAIG 3177
(2),(3), & (5) rates & text	609/99	01/08/99	79 WAIG 1843
Cl.	654/00	01/08/00	80 WAIG 3379
Cl.	752/01	01/08/08	81 WAIG 1721
Cl.	797/02	01/08/02	82 WAIG 1369
Cl.	569/03	5/06/03	83 WAIG 1899 & 2718
(9)	1197/03	1/11/03	83 WAIG 3537
Cl.	570/04	4/06/04	84 WAIG 1521
Cl.	576/05	7/07/05	85 WAIG 2083, 2960
Cl.	957/05	7/07/06	86 WAIG 1631 & 2474
Cl.	1/07	01/07/07	87 WAIG 1487 & 2415
Cl.	115/07	01/07/08	88 WAIG 773&1605
Cl.	1/09	01/10/09	89 WAIG 735 & 2039
Cl.	2/10	01/07/10	90 WAIG 568 & 1405
Cl.	2/11	01/07/11	91 WAIG 1008 & 1794
Cl.	2/12	01/07/12	92 WAIG 1542

2. Arrangement

20. & 24.	234/91	12/04/91	71 WAIG 1291
Ins. 33	1134/91	25/09/91	71 WAIG 2600
Ins. 1A	1752/91	31/01/92	72 WAIG 191

Del. 2A; 13.	1328/92	01/11/92	72 WAIG 798
Del. Sch Resp., Ins. Sch. A, Ins. Sch. B	351/93	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
1A. Title	1164/95	21/03/96	76 WAIG 911
Ins. Appendix – S.49B...	694/96	16/07/96	76 WAIG 2789
1A. Title	915/96	7/08/96	76 WAIG 3368
Ins. Appendix Res	693/96	16/07/96	76 WAIG 2768
Appendix – S.49A – Title	693/96	16/08/96	76 WAIG 2768
Corr.del App resol	693/96	16/07/96	76 WAIG 2768
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. No Extra Claims

*	Cl.	1196(A)/91	25/09/91	71 WAIG 2601
*	Amendment duplicated	1196/91	25/09/91	71 WAIG 3001
	Del. Cl.	1328/92 corr	30/03/93	73 WAIG 2774

3. Scope

	Cl.	819/91	26/07/91	71 WAIG 2153
	Cl.	2056/02	17/3/03	83 WAIG 972

4. Area

5. Term

I – Wool Store Section

6. Definitions

7. Hours

Cl.	234/91	12/04/91	71 WAIG 1291
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7A. Implementation of 38 Hour Week

(1)(e)	234/91	12/04/91	71 WAIG 1291
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8. Contract of Service

II. – Hide and Skin Store Section

9. Definitions

10. Hours

Cl.	234/91	12/04/91	71 WAIG 1291
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11. Changing Time

12. Protective Clothing

General Clauses Applicable Sections I and II

13. Wages

*	(1)(a);(b);(c);(d);(e);(f); (g) & (h) – rates	1196(A)/91	25/09/91	71 WAIG 2601
*	Amendment duplicated	1196/91	25/09/91	71 WAIG 3001
	Cl.	1328/92	01/11/92	73 WAIG 798
	(3) & (4)	812/93	05/07/93	73 WAIG 2062
	(3) & (4); Amend (2)	913/93	01/11/93	73 WAIG 3463
	(3) & (4)	199/94	21/03/94	74 WAIG 1298
	(3) & (4)	352/95	17/04/95	75 WAIG 1937
	(4)	480/96	23/05/96	76 WAIG 2010
	Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
	(4) rates & insert text	609/99	01/08/99	79 WAIG 1843
	Del (2)&(3); (4) (9)(a)	1277/99	01/11/99	79 WAIG 3407
	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 & 2718
	(7) & (8)	1022/03	9/10/03	83 WAIG 3639
	Cl.	570/04	4/06/04	84 WAIG 1521 & 2111

Cl.	576/05	7/07/05	85 WAIG 2083, 2960
(7) & (8)	934/05	16/12/05	86 WAIG 67
Cl.	957/05	7/07/06	86 WAIG 1631 & 2474
Cl.	1/07	01/07/07	87 WAIG 1487 & 2415
Cl.	115/07	01/07/08	88 WAIG 773&1605
(7) & (8)	103/08	19/11/08	88 WAIG 2296
Cl.	1/09	01/10/09	89 WAIG 735 & 2039
Cl.	2/10	01/07/10	90 WAIG 568 & 1405
Cl.	2/11	01/07/11	91 WAIG 1008 & 1794
Cl.	2/12	01/07/12	92 WAIG 1542

14. Overtime

15. Meal Hours and Meal Money

*	(2)(a) - rates	1196(A)/91	25/09/91	71 WAIG 2601
*	Amendment duplicated	1196/91	25/09/91	71 WAIG 3001
	(2)(a)Rate	1277/99	01/11/99	79 WAIG 3407
	(2)	1553/02	12/12/02	83 WAIG 143
	(2) (a) (i), (ii), (iii), (iv)	1022/03	9/10/03	83 WAIG 3639
	(2)(a) Rate	934/05	16/12/05	86 WAIG 67
	(2)(a)	103/08	19/11/08	88 WAIG 2296

16. Holidays and Annual Leave

(1)(a)	234/91	12/04/91	71 WAIG 1291
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17. Higher Duties

18. Time and Wages Record

Ins text (3)(d).	491/98	16/04/98	78 WAIG 1471
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19. Under-Rate Workers

Del. cl.; Ins. Title.	Cl.& 234/91	12/04/91	71 WAIG 1291
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20. Payment of Wages

21. Board of Reference

22. Sounding Device

23. Travelling Time

Del. cl.; Ins. Title.	Cl.& 234/91	12/04/91	71 WAIG 1291
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24. Sick Leave

25. Right of Entry

Ins. Preamble	2053/1/97	22/11/97	77 WAG 3138
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26. No Reduction

27. Long Service Leave

28. Shift Work

(6)(b)	234/91	12/04/91	71 WAIG 1291
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29. Stand Down

30. Vehicle Allowance

Cl	1277/99	01/11/99	79 WAIG 3407
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Cl	1553/02	12/12/02	83 WAIG 143
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31. Maternity Leave

32. Enterprise Agreement

33. Superannuation

Ins. Cl.	1134/91	25/09/91	71 WAIG 2600
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Ins. Text	599/98	30/06/98	78 WAIG 2559
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Appendix - S49A - Dispute Resolution Requirement

Ins. Appendix	693/96	16/08/96	76 WAIG 2768
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(1), (2)(c), del. (4)	2053/97	22/11/97	77 WAIG 3079
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(Resolution of Disputes Requirement)

Ins. Appendix	693/96	16/07/96	76 WAIG 2768
Corr.del App resol	693/96	16/07/96	76 WAIG 2768

(Schedule of Respondents)

Rename Sch.	351/93	31/05/93	73 WAIG 1836
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Schedule A - Employer Respondents

Del. Resps.	76/80pt132	30/04/98	78 WAIG 1884
Ins. Sch	2056/02	17/3/03	83 WAIG 972

Schedule B - Union Party

Ins. Sch.	351/93	31/05/93	73 WAIG 1836
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Appendix - S.49B - Inspection of Records Requirements

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