

APPLICATION TO VARY SHOP AND WAREHOUSE (WHOLESALE AND RETAIL ESTABLISHMENTS) STATE AWARD 1977 - THE

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

PARTIES COMMISSION'S OWN MOTION

APPLICANT

-v-

(NOT APPLICABLE)

RESPONDENT

CORAM COMMISSIONER T KUCERA

DATE WEDNESDAY, 8 MAY 2024

FILE NO/S APPL 5 OF 2020

CITATION NO. 2024 WAIRC 00197

Result Award varied

Representation


Mr B Entrekin on behalf of the Hon. Minister for Industrial Relations

Ms T Zeid on behalf of the Shop, Distributive and Allied Employees' Association Of Western Australia

Order

HAVING heard from Mr B Entrekin on behalf of the Hon. Minister for Industrial Relations and Ms T Zeid on behalf of the Shop, Distributive and Allied Employees' Association of Western Australia, the Commission, pursuant to the powers conferred under the *Industrial Relations Act 1979* (WA), hereby orders –

THAT *the Shop and Warehouse (Wholesale and Retail Establishments) State Award 1977* be varied in accordance with the following Schedule and that the variations in the attached Schedule shall have effect from the beginning of the first pay period commencing on or after 5 June 2024.

 **(Sgd.) T. KUCERA**

COMMISSIONER T KUCERA

SCHEDULE

1. Delete the entire contents of the Shop and Warehouse (Wholesale and Retail Establishments) State Award 1977 including clauses 1 to 51, schedules A to D, Appendix – Resolution of Disputes Requirement, and Appendix – S.49B – Inspection Of Records Requirements and insert the following in lieu thereof:

Shop and Warehouse (Wholesale and Retail Establishments) State Award

Part 1 – Application and Operation

1. **Title**

This award is known as The Shop and Warehouse (Wholesale and Retail Establishments) State Award.

2. **Arrangement**

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3. Scope

- 3.1 This award applies to all employees employed in any calling or callings mentioned in the industry or industries carried on by the employer respondents named in [Clause 37 - Named parties to the award](#) and to all employers employing those employees.
- 3.2 An employee that works in a pharmacy will be subject to the terms of this award up to the time they become a registered pharmacist.

4. Area

This award has effect over the State of Western Australia.

5. Definitions

Adult means an employee 21 years of age and over, or an employee who is receiving the prescribed adult rate of pay.

Canvasser means a Level 1 employee who collects or requests orders by retail for goods in places other than the employer's establishment, but does not include motor vehicle salespersons.

Casual employee means a person employed by the hour.

Commission means the Western Australian Industrial Relations Commission.

General Retail Shop means a General Retail Shop as defined in Part III of the [Retail Trading Hours Act 1987](#).

Note: Under the *Retail Trading Hours Act*, a shop that is not Small Retail Shop or a Special Retail Shop will automatically be considered a General Retail Shop.

Member of the employee's family or household means any of the following persons —

- (a) the employee's spouse or de facto partner;
- (b) a child, step-child or grandchild of the employee (including an adult child, step-child or grandchild);
- (c) a parent, step-parent or grandparent of the employee;
- (d) a sibling of the employee;
- (e) any other person who, at or immediately before the relevant time for assessing the employee's eligibility to take leave, lived with the employee as a member of the employee's household;

Non-working day means a day of the week a full time or part time employee is not rostered to work ordinary hours.

Ordinary time earnings means the total earnings in respect of ordinary hours of work, including where applicable, penalty rates, in charge rates, shift loadings, over-award payments, casual loading and all-purpose allowances for work performed, but excluding any payment for overtime worked.

Rostered day off means an accrued day off for a full time employee. This is usually achieved by the employee working more than 7.6 hours per day over the roster cycle, enabling them to accrue a paid day off.

Small Retail Shop means a Small Retail Shop as defined in Part III of the [Retail Trading Hours Act 1987](#).

Note: To be considered a Small Retail Shop for the purposes of the *Retail Trading Hours Act* a business must meet the conditions outlined in that Act and be issued with a certificate from the department administering the Act that indicates the business is a Small Retail Shop.

Special Retail Shop means a Special Retail Shop as defined in Part III of the [Retail Trading Hours Act 1987](#).

Note: To be considered a Special Retail Shop for the purposes of the *Retail Trading Hours Act* a business must meet the conditions outlined in that Act and be issued with a certificate from the department administering the Act that indicates the business is a Special Retail Shop.

Standard hourly rate means the minimum hourly rate of pay for a full time or part time Level 1 Employee as set out in [Clause 24 - Wages](#) and [Schedule B – Summary of hourly rates of pay](#) of this award.

Standard meal allowance means an allowance that is equal to the amount prescribed for meals under Clause 19.2(b)(i) of the [General Retail Industry Award 2020](#).

Note: The General Retail Industry Award 2020 is a modern award that applies to employers and employees in the national industrial relations system. The meal allowance contained in Clause 19.2(b)(i) of the General Retail Industry Award is usually adjusted from 1 July each year.

Standard motor vehicle allowance means an allowance that is equal to the amount prescribed in Clause 19.7 of the [General Retail Industry Award 2020](#).

Note: The General Retail Industry Award 2020 is a modern award that applies to employers and employees in the national industrial relations system. The motor vehicle allowance payable under Clause 19.7 of the General Retail Industry Award is usually adjusted from 1 July each year.

Standard weekly rate means the minimum weekly rate of pay for a full time or part time Level 1 Employee as set out in [Clause 24 – Wages](#) and [Schedule B – Summary of hourly rates of pay](#) of this award.

Wholesale establishment means 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.

Part 2 – Contract of Employment

6. Contract of employment and termination

6.1 Types of employment

An employee may be employed on a full time, part time or casual basis.

6.2 Employee duties

- (a) An employer may direct an employee to carry out duties and use equipment within the employee's skill, competence and training.
- (b) An employee may be required to perform cleaning functions incidental to their work, including but not limited to:
 - (i) dusting shelves;
 - (ii) sweeping around counters;
 - (iii) cleaning of implements, fixtures, spillages and breakages; and
 - (iv) cleaning (including vacuum cleaning) of the immediate work area.
- (c) An employee will 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.
- (d) An employee will not be required to carry out systematic cleaning duties which go beyond the incidental functions outlined within this clause.

6.3 Probation

A newly hired employee may be subject to a probation period not exceeding 2 months.

6.4. Stand down

- (a) An employer may stand down without pay any employee who cannot be usefully employed due to the following circumstances:
 - (i) industrial action by employees or any union, association or organisation; or
 - (ii) a breakdown or failure of the employer's machinery which the employer could not reasonably have prevented.

- (b) The provisions of Clause 6.4(a) will not be applied unless and until the ordinary hours in which the employee cannot be usefully employed because of industrial action or a break down or failure of the employer's machinery exceeds 4 hours.

6.5 Termination of employment

6.5.1 Notice of termination by employer - full time and part time employees

- (a) In order to terminate the employment of a full time or part time employee the employer must give the employee the following notice in writing:

Period of continuous service with the employer	Minimum Period of notice
Not more than 1 year	At least 1 week
More than 1 year but less than 3 years	At least 2 weeks
More than 3 years but less than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

- (b) An employee who at the time of being given notice is over 45 years of age and who at the date of termination has completed two years' continuous service with the employer, is entitled to one week's notice in addition to the notice prescribed in 6.5.1(a).
- (c) Payment in lieu of the notice prescribed in 6.5.1(a) and 6.5.1(b) must be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu.
- (d) In calculating any payment in lieu of notice the employer must pay the employee an amount that is equal to, or exceeds, the total of all amounts that, if the employee's employment had continued until the end of the required notice period, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be worked out on the basis of:
- (i) the employee's ordinary hours of work (even if they are not standard hours); and
 - (ii) the amounts ordinarily payable to the employee in respect of those hours, including for example, allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's contract of employment.

- (e) The period of notice in this subclause does not apply to those employees who are exempt from receiving notice under Subdivision A of Division 11 of Part 2-2 of the [Fair Work Act 2009](#), as amended from time to time.
- (f) For the purpose of this clause an employee's continuity of service has the same meaning as prescribed in section 22 of the [Fair Work Act 2009](#).

6.5.2 Notice of termination by employee - full time and part time employees

A full time or part time employee must give the employer notice of termination in accordance with the following table.

Employee's period of continuous service with the employer	Minimum period of notice
Not more than 1 month of employment	No notice required
More than 1 month but not more than 2 months	1 day
More than 2 months	1 week

6.5.3 Casual employees

An employer or employee may terminate a casual employment arrangement with one hour's notice.

6.6 Time off during notice period – full time and part time employees

- (a) During a period of notice of termination given by the employer, an employee will 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 may, at the request of the employer, be required to produce proof of attendance at an interview or they will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

6.7 Statement of employment

An employer must, in the event of termination of employment, provide upon request to the employee who has been terminated, a written statement specifying the period of employment and the classification or type of work performed by the employee.

7. **Introduction of change**

7.1 Employer's duty to notify

- (a) Where an employer has made a decision to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and, if an employee nominates a union to represent them, 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.

7.2 Employer's duty to discuss change

- (a) The employer must consult with the employees affected and, if an employee nominates a union to represent them, the union, about the introduction of the changes referred to in Clause 7.1, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals) and measures to avoid or minimise the adverse effects of the changes on employees, and must give prompt consideration to matters raised by the employees and/or their union in relation to the changes.
- (b) The discussion must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in Clause 7.1.
- (c) For the purpose of the consultation, the employer must provide in writing to the employees concerned and, if an employee nominates a union to represent them, the union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer is not required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

8. Redundancy

8.1 Consultation before terminations

- (a) Where an employer has made a decision that the employer no longer wishes the job the employee has been doing to be done by anyone and that decision may lead to termination of employment, the employer must consult with the employees directly affected and, if an employee nominates a union to represent them, the union.
- (b) The consultation must take place as soon as is practicable and 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.

- (c) (i) For the purposes of the consultation the employer must, as soon as practicable, provide in writing to the employees concerned and, if an employee nominates a union to represent them, 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.
- (ii) The employer is not required to disclose confidential information the disclosure of which would be adverse to the employer's interests.

8.2 Transfer to lower paid duties

- (a) Where an employee is transferred to lower paid duties for reasons of redundancy, the employee is entitled to the same period of notice of transfer as they would have been entitled to if they had been terminated.
- (b) The employer may, at the employer's option, make payment in lieu of notice for an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example, allowances, loading and penalties; and
 - (iii) any other amounts payable under the employee's contract of employment.

8.3 Severance pay

- (a) In addition to the period of notice provided in [Clause 6 - Contract of employment and termination](#), and subject to a further order of the Commission, employers who employ 15 or more employees must pay the following amount of severance to any full time or part time employee whose employment is terminated by reason of redundancy

Period of continuous service	Severance pay
Less than 1 year	nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

“Weeks’ pay” means the ordinary time rate of pay for the employee concerned. Provided that such rate excludes:

- (i) overtime;
 - (ii) penalty rates;
 - (iii) disability allowances;
 - (iv) shift allowances;
 - (v) special rates;
 - (vi) fares and travelling time allowances;
 - (vii) bonuses; and
 - (viii) any other ancillary payments of a like nature.
- (b) Severance payments will not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee’s normal retirement date.
- (c) For the purpose of this clause continuity of service will not be broken on account of -
- (i) any interruption or termination of the employment by the employer if the interruption or termination has been made with the intention of avoiding the obligations of this clause in respect of leave;
 - (ii) any absence from work where leave has been granted by the employer; or
 - (iii) any absence with reasonable cause, if the employee can supply sufficient proof.

Provided that in the calculation of continuous service any time an employee is absent from work, except time for which the employee is entitled to claim paid leave, will not count as time worked.

- (d) Service by an employee with a business which has been transferred from one employer to another will also constitute continuous service for the purpose of this clause, provided the employee's service has been deemed continuous in accordance with Part II, Division 3 of the [Long Service Leave Act 1958](#).

8.4 Employee leaving during notice

Where an employee is terminated because of redundancy, the employee may resign from their employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause as they would be if they had remained with the employer until the expiry of the notice. However, in this situation, the employee will not be entitled to payment in lieu of notice in accordance with [Clause 6 - Contract of employment and termination](#).

8.5 Alternative employment

An employer, in a particular redundancy case, may apply to the Commission to have the severance payment varied if the employer obtains acceptable alternative employment for an employee.

8.6 Transmission of business

The provisions of this clause are not applicable where a business is transferred from one employer to another employer in any of the following circumstances:

- (a) Where the employee accepts employment with the new employer which recognises the period of continuous service which the employee had with the old employer (and any other prior employers for that business) to be continuous service of the employee with the new employer; or
- (b) Where the employee rejects an offer of employment with the new employer:
 - (i) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the old employer; and
 - (ii) which recognises the period of continuous service which the employee had with the old employer (and any other prior employers for that business) to be continuous service with the new employer.
- (c) The Commission may vary the provisions of Clause 8.6(b) if it is satisfied that it would operate unfairly in a particular case.

8.7 Notice to Centrelink

Where a decision has been made to terminate employees due to redundancy, the employer must notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of employees normally employed and the period over which the terminations are intended to be carried out.

8.8 Employees exempted

- (a) This clause does not apply where employment is terminated as a consequence of conduct that justifies instant dismissal or to casual employees.
- (b) Apart from the requirement to consult with affected employees in accordance with Clause 8.1, this clause does not apply to apprentices, trainees, probationary employees or employees engaged for a specific period of time or for a specified task or tasks.

8.9 Incapacity to pay

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

9. **Full time employment**

An employee who is engaged to work an average of 38 ordinary hours per week in accordance with an agreed hours of work arrangement is a full time employee.

NOTE: Refer to Clause 12 for ordinary hours of work and rostering arrangements.

10. **Part time employment**

10.1 An employee who is engaged to work for fewer than 38 ordinary hours per week and whose hours are reasonably predictable, is a part time employee.

10.2 A part time employee:

- (a) must be engaged for a minimum of 12 hours per fortnight;
- (b) must not be engaged for more than 64 hours per fortnight, unless the employer and employee agree otherwise in accordance with Clause 10.3;
- (c) must not be rostered for more than 10 ordinary shifts in any fortnight; and
- (d) must not be rostered for less than 3 consecutive hours in any shift.
- (e) must not be rostered to work ordinary hours on more than 6 consecutive days.

10.3 Notwithstanding Clause 10.2(b), a part time employee may be employed for more than 64 (but less than 76) hours per fortnight, provided:

- (a) the employee makes a written request for such an arrangement; and
- (b) the employer agrees to the request.

10.4 A part time employee is entitled to payment for wages, annual leave and personal leave on a proportionate basis to the hours they work.

10.5 If a public holiday falls on a day a part time employee would ordinarily be rostered to work, the employee is entitled to the benefit of that public holiday.

Note: Clause 17.5, which deals with public holidays falling on a day a full time or part time employee is usually required to work less than one fifth of their ordinary weekly hours, may also be relevant to a part time employee.

11. Casual employment

11.1 A casual employee must be paid a loading of 25% for each hour worked.

Note 1: The casual loading is paid in lieu of personal leave and annual leave entitlements.

Note 2: Penalty rates are applicable to casual employees. Penalty rates are calculated separately on the unloaded hourly rate (excluding the casual loading), and the casual loading is then added to, but not compounded on, that amount to determine the total amount payable.

Note 3: Overtime must be paid to casual employees working overtime hours. However, the casual loading is not payable when a casual employee is working overtime.

Note 4: [Schedule B – Summary of hourly rates of pay](#) sets out the hourly rates of pay for casual employees.

11.2 A casual employee:

- (a) must not be rostered to work more than 38 ordinary hours in any week;
- (b) must not be rostered for more than 10 ordinary shifts in any fortnight; and
- (c) must not be rostered to work ordinary hours on more than 6 consecutive days.

11.3 A casual employee who is engaged to work ordinary hours but who is not required to commence work must be paid for 2 hours of work at the applicable casual rate of pay prescribed in this award.

11.4 (a) The minimum daily engagement of a casual employee is 3 consecutive hours on any day except as provided for in Clause 11.4(b) and 11.4(c).

- (b) School students who are employed solely to collect trolleys at a shopping centre complex may be employed for a minimum of 2 consecutive hours between 4.00 p.m. and 6.00 p.m. Monday to Friday inclusive.

- (c) Employees who are undergoing a period of training may be employed for a minimum of 2 consecutive hours on 2 separate occasions during the first 2 weeks of employment.

11.5 Casual conversion

- (a) A casual employee who has been engaged on a regular and systematic basis for a period of 12 months and who has a reasonable expectation of continuing employment on that basis has the right to request to be converted to full time or part time employment.
- (b) An employer must give an employee notice in writing of the right to request a conversion within 4 weeks of the employee having completed a period of 12 months' regular and systematic employment.
- (c) An employee retains their right to request conversion under this clause even if the employer fails to comply with Clause 11.5(b).
- (d) A casual employee who does not, within 4 weeks of receiving written notice, request to convert to full time or part time employment, is deemed to have elected against conversion.
- (e) A casual employee who meets the requirements of Clause 11.5(a) may:
 - (i) upon receiving notice under 11.5(b) or;
 - (ii) after the expiry of the time for the employer to provide notice under 11.5(b),

give the employer 4 weeks' written notice of the date they wish to convert to full time or part time employment.
- (f) An employer must either consent to or refuse a request from an employee to convert to full time or part time employment within 4 weeks.
- (g) An employer must not unreasonably refuse a request to convert to full time or part time employment.
- (h) A casual employee who has elected to convert to full time employment or part time employment may only revert back to casual employment by written agreement with the employer.
- (i) If a casual employee has elected to convert to full time or part time employment the employer and the employee will discuss and agree upon:
 - (i) which form of employment the employee will convert to - that is, full time or part time; and

- (ii) if it is agreed that the employee will become a part time employee, the number of hours and the pattern of hours that will be worked.
- (j) An employee who has worked on a full time basis throughout the period of casual employment has the right to elect to convert to full time employment and an employee who has worked on a part time basis throughout the period of casual employment has the right to elect to convert to part time employment, working the same number of hours and times of work as previously worked, unless other arrangements are agreed upon.
- (k) Upon an agreement to convert being reached, the employee will become a full time or part time employee.
- (l) Where an employer refuses an election to convert, the reasons for doing so must be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.
- (m) Any dispute about a refusal of a request to convert to full time or part time employment, or about the arrangements to apply to an employee converting to full time or part time employment, will be dealt with through the dispute resolution procedure.
- (n) An employee must not be engaged, disengaged and re-engaged to avoid any obligation under this award.
- (o) The provisions of Clause 11.5 do not apply to casual employees who have been engaged to work on an occasional, non-systematic or irregular basis.

Part 3 – Hours of Work

12. Ordinary hours of work and rostering arrangements

12.1 Span of hours – all employees other than shiftworkers

- (a) Ordinary hours may be worked by an employee on the days and during the times specified in the table below.

	General retail shops	Small retail shops	Special retail shops (including pharmacies)	Other establishments
Monday to Friday	7.00am – 9.00pm	6.00am – 11.30pm	6.00am – 11.30pm	6.30am – 6.00pm
Saturday	7.00am – 6.00pm	6.00am – 11.30pm	6.00am – 11.30pm	7.00am – 5.00pm
Sunday	9.00am – 6.00pm	6.00am – 11.30pm	6.00am – 11.30pm	

- (b) Ordinary hours of work on any day are continuous, except for meal breaks and rest periods as specified in [Clause 15 - Meal breaks and rest periods](#).

12.2 Sunday work – all employees

- (a) An employee may be rostered to work ordinary hours on a Sunday if the employee freely gives their written consent to working on Sundays.
- (b) An employee may withdraw their consent to working on Sundays, provided they give the employer a minimum of 4 weeks' written notice.

12.3 Maximum daily hours – all employees

- (a) Subject to Clause 12.3(b), employees may be rostered to work a maximum of 9.5 ordinary hours on any day.
- (b) An employee may be rostered to work a maximum of 11.5 ordinary hours on one day per week.

12.4 Full time employees

- (a) The ordinary hours of work are 38 per week, or an average of 38 per week, to be worked over one of the following cycles:
- (i) 38 hours per week; or
 - (ii) 76 hours over 2 consecutive weeks; or

- (iii) 114 hours over 3 consecutive weeks; or
 - (iv) 152 hours over 4 consecutive weeks.
- (b) The employer may roster an employee to work in one of the following ways:
- (i) not more than 19 days work in each 4 week cycle (with at least one rostered day off during that cycle); or
 - (ii) days of varying length per week; or
 - (iii) not more than 4 hours work on one day in each 2 week cycle; or
 - (iv) not more than 6 hours work on one day in each week; or
 - (v) not more than 7.6 hours work on any day.
- (c) In an establishment at which at least 15 employees are employed per week on a regular basis, the employer must not roster an employee to work ordinary hours on more than 19 days in each 4 week cycle, except where the employer and employee agree otherwise.
- (d) Schedules of any rostered days off must be published and displayed one month in advance in accordance with [Clause 14 - Display of Rosters](#).
- (e) An employer and employee may agree that a rostered day off be rescheduled and taken at another mutually convenient time.
- (f) By agreement between the employer and an employee, a rostered day off may be accumulated up to a maximum of 5 days in any one year. Accumulated rostered days off may be taken at times mutually convenient to the employer and employee.
- (g) If a public holiday (other than Easter Sunday) falls on a day that is a non-working day for a full time employee, the employee is to be compensated in one of the following methods by agreement between the employer and employee:
- (i) payment of an additional day's pay; or
 - (ii) another paid day off may be taken within 28 days of the public holiday; or
 - (iii) an additional day is to be added to the employee's annual leave entitlement.
- (h) (i) Subject to Clause 12.4(h)(ii), an employee cannot be rostered to work ordinary hours on more than 5 days per week.

- (ii) An employee may be rostered to work ordinary hours on 6 days in one week if they are rostered to work ordinary hours on no more than 4 days the following week.
- (i) An employee cannot be rostered to work ordinary hours on more than 6 consecutive days.

13. Shift work

- 13.1 The provisions of this clause only apply to persons specifically employed to do shiftwork, including, but not limited to, nightfill employees and employees engaged to work in bulk warehouses or manufacturing establishments.
- 13.2 Shiftwork does not include a shift which starts and finishes on the same day within the span of ordinary hours specified in [Clause 12 – Ordinary hours of work and rostering arrangements](#) of this award.
- 13.3 This clause does not apply to employees who are not employed to do shiftwork but who work additional hours or overtime.
- 13.4 For the purposes of this clause:
- afternoon shift** means any shift finishing after 6.00 pm and at or before 1.00 am
- night shift** means any shift finishing after 1.00 am
- day shift** means any shift that is not an afternoon shift or a night shift
- 13.5 Ordinary hours must not exceed an average of 38 hours per week, to be worked in accordance with the rostering provisions of Clause 12.4.
- 13.6 Except at the regular changeover of shifts, an employee must not be required to work more than 1 shift in a 24 hour period.
- 13.7 If work is carried out on afternoon or night shifts and less than 5 consecutive afternoon shifts or 5 consecutive night shifts are worked, the employees employed on afternoon or night shifts must be paid at overtime rates.
- 13.8 The provisions of Clause 13.7 do not apply when:
- (i) work is not carried out on a Saturday, Sunday or public holiday; or
 - (ii) the ordinary hours of work are normally performed over less than 5 shifts per week.
- 13.9 Shiftwork employees must be paid the following shift allowance:

Shift	% of minimum hourly rate
Monday to Friday - afternoon shift	15%
Monday to Friday - night shift	15%
Monday to Friday – permanent night shift	25%
Saturday (midnight to midnight) – all shifts	25%
Sunday (midnight to midnight) – all shifts	100%

NOTE: [Schedule B – Summary of hourly rates of pay](#) sets out the hourly rates of pay for employees performing shift work.

13.10 Rosters

- (a) The employer must ensure that a roster is made available to employees in accordance with [Clause 14 - Display of Rosters](#).
- (b) An employee must not be rostered to work afternoon shifts or night shifts on a continuous basis unless they elect to do so.

13.11 Junior employees

- (a) A junior employee under the age of 18 years must not be required to work afternoon shift or night shift without their consent.
- (b) Any junior employee under 18 years of age must be paid as though they are 18 years of age.

14. **Display of rosters**

- 14.1 The employer must ensure that a roster is available to employees, either exhibited on a notice board conveniently located at or near the workplace or through accessible electronic means.
- 14.2 The roster must show for each employee:
 - (a) the number of ordinary hours to be worked by them each week;
 - (b) the days of the week on which they will work; and
 - (c) the times at which they start and finish work, and the time of any breaks.
- 14.3 Notwithstanding Clause 14.1, the employer may provide each employee with an individual roster containing the information in Clause 14.2.
- 14.4 The details referred to in Clause 14.2 must be published at least 2 weeks in advance and may be changed in any of the following circumstances:

- (a) by the employer giving 2 weeks' notice;
- (b) by mutual agreement between the employer and employee;
- (c) on account of an employee's absence on personal leave or other unplanned leave; or
- (d) by the inclusion of details in respect of casual employees.

14.5 Where changes to rosters are made in accordance with Clause 14.4, ordinary rates of pay apply.

14.6 The details contained in the roster must cover the full week Monday to Sunday inclusive.

14.7 Details of rostered days off must be published one month in advance.

15. Meal breaks and rest periods

15.1 An employee who works the number of ordinary hours in any one shift specified in the table below is entitled to the rest breaks and meal breaks as specified.

Column 1 Hours worked per shift	Column 2 Rest Breaks	Column 3 Meal breaks
4.5 or more but no more than 5	One 10 minute paid rest break	
More than 5 but not more than 8	One 10 minute paid rest break	One unpaid meal break of at least 45 minutes* and not more than 60 minutes
More than 8	Two 10 minute paid rest breaks (one to be taken in the first half of the shift and one in the second half)	One unpaid meal break of at least 45 minutes* and not more than 60 minutes

* the meal break may be not less than 30 minutes by agreement between the employer and employee.

NOTE: An employee who works less than 4.5 hours in a shift has no entitlement to a paid rest break.

15.2 The timing of rest and meal breaks and their duration are to be included in the roster and are subject to the roster provisions of this award.

15.3 The meal breaks prescribed by this clause must be granted and taken in one continuous period.

15.4 Subject to Clause 15.5, an employer cannot require an employee:

- (a) to take a meal break within the first 2.5 ordinary hours of work; or

- (b) to work more than 5 hours without taking a meal break; or
- (c) to take a rest break within the first hour of work on any day, or in the first hour of work after a meal break; or
- (d) to work more than 4.5 ordinary hours without taking a rest break.

15.5 Notwithstanding clause 15.4(b), where an employee is required to work more than 5 hours without a meal break, any paid rest breaks occurring after the meal break must be 15 minutes instead of 10 minutes.

Overtime meal breaks

- 15.6 An employee who is required to work overtime beyond the end of their shift for more than 2 hours is entitled to take an unpaid meal break of at least 30 minutes during the period of overtime.
- 15.7 If the overtime continues beyond the meal break referred to in Clause 15.6, an additional 30 minute unpaid meal break must be allowed after not more than 5 hours of each further period of overtime worked.

16. Overtime

- 16.1 Overtime is payable for all time worked by an employee (including a casual employee) in excess of or outside of the ordinary hours of work prescribed by this award, or outside of the employee's ordinary rostered hours.
- 16.2 (a) Overtime worked between Monday and Friday (inclusive), must be paid for at the rate of time and a half for the first 2 hours and double time after 2 hours.
- (b) Overtime worked on Saturday prior to 12.00pm must be paid for at the rate of time and a half for the first 2 hours and double time after 2 hours.
- (c) All overtime worked after 12.00pm on Saturday must be paid for at the rate of double time.
- (d) All overtime worked on a Sunday must be paid for at the rate of double time.
- (e) All work performed on a public holiday prescribed in [Clause 17 – Public holidays](#) is deemed to be overtime and must be paid for at the rate of double time and a half.

NOTE: [Schedule B – Summary of hourly rates of pay](#) sets out the hourly overtime rates for employees.

16.3 In the calculation of overtime each day stands alone.

16.4 For casual employees, overtime is calculated on the base rate of pay (excluding the casual loading).

- 16.5 If an employee is required to perform overtime on any non-working day, the employee must be paid for a minimum of 4 hours at overtime rates.
- 16.6 If an employee is recalled to work after leaving the employer's establishment the employee must be paid for at least 3 hours at overtime rates, and time reasonably spent in getting to and from work must be counted as time worked.
- 16.7 (a) Wherever reasonably practicable overtime will be arranged so that employees have at least 8 consecutive hours off duty between the work of successive days.
- (b) Where an employee (other than a casual employee) works so much overtime that there are fewer than 8 hours between finishing overtime on one day and commencing ordinary work on the next day, the employee will be released until they have had at least 8 consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.
- (c) If, on the instructions of the employer, an employee (other than a casual employee) resumes work or continues work without having had 8 consecutive hours off duty, the employee must be paid at double time until they are released from duty and they are then entitled to be absent until they have had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during that absence.
- 16.8 (a) An employer may require an employee to work reasonable overtime at overtime rates.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- (i) any risk to the employee's health and safety that might reasonably be expected to arise if the employee worked the overtime;
 - (ii) the employee's personal circumstances (including any family responsibilities);
 - (iii) the conduct of the operations or business in relation to which the employee is required or requested to work the overtime;
 - (iv) any notice given by the employer of the requirement or request that the employee work the overtime;
 - (v) any notice given by the employee of the employee's intention to refuse to work the overtime;
 - (vi) whether any of the overtime is on a public holiday in the area of the State where the employee is required or requested to work the overtime;

- (vii) the employee's hours of work over the 4 weeks ending immediately before the employee is required or requested to work the overtime; and
- (viii) any other relevant matter.

16.9 An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee. If such an arrangement is entered into:

- (a) the time off must be equivalent to the overtime rate that otherwise would have been paid; and
- (b) details of when the time off is to be taken must be agreed at the time of arranging the overtime.

Example: An who worked 2 overtime hours at the rate of time and one half is entitled to 3 hours' time off.

Part 4 - Leave and Public Holidays

17. Public holidays

17.1 (a) The following days or the days observed in lieu will be allowed as paid public holidays:

- New Year's Day,
- Australia Day,
- Labour Day,
- Good Friday,
- Easter Sunday,
- Easter Monday,
- Anzac Day,
- Western Australia Day,
- Sovereign's Birthday,
- Christmas Day
- Boxing Day.

(b) If any of the days in Clause 17.1(a) (other than Easter Sunday) falls on a Saturday or Sunday, the public holiday is observed on the next succeeding Monday.

(c) If Boxing Day falls on a Sunday or a Monday the public holiday is observed on the next succeeding Tuesday.

(d) In each case the substituted day will be a paid public holiday and the day for which it is substituted is not a public holiday.

Note: Unlike other public holidays, Easter Sunday is not automatically substituted to another day under this award.

17.2 The parties may agree to substitute another day for a day that would otherwise be a public holiday under this award.

17.3 Where a day is proclaimed as a public holiday or public half-holiday under section 7 of the *Public and Bank Holidays Act 1972*, either throughout the State or within a district or locality as is specified in the proclamation, that day will be a public holiday or a public half-holiday for the purposes of this award within the area specified in the proclamation.

17.4 (a) If an employee is terminated by the employer on the business day preceding a public holiday or public holidays (other than for misconduct) the employee must be paid for the public holiday or public holidays.

(b) If Christmas Eve falls on a Saturday or a Sunday and an employee is terminated by the employer on the preceding Friday (other than for misconduct) the employee must be paid for Christmas Day and Boxing Day.

- 17.5 (a) If a public holiday falls on a day a full time or part time employee is usually required to work less than one fifth of their ordinary weekly hours, the employee is, in addition to the paid public holiday, entitled to receive paid time off equivalent to the difference between the hours usually worked on that day and one fifth of their ordinary weekly hours.
- (b) An employee who works overtime on a public holiday is entitled to receive paid time off equivalent to the difference between the time off calculated in accordance with Clause 17.5(a) and the hours they have been paid at overtime rates.
- (c) The paid time off referred to in Clause 17.5(a) and (b) 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 employee's annual leave.
- 17.6 Where a public holiday falls on any day that an employee is usually required to work ordinary hours, the ordinary hours in that week are reduced by the number of hours ordinarily worked by the employee on the day of the public holiday.

18. Annual leave

Note: Annual leave is a minimum condition of employment provided for in the [Minimum Conditions of Employment Act 1993](#).

Entitlement

- 18.1 An employee, other than a casual employee, is entitled for each year of service to paid annual leave for the number of hours the employee is required ordinarily to work in a 4 week period during that year.
- 18.2 A year of service excludes periods of unpaid leave.
- 18.3 Annual leave accrues pro rata on a weekly basis.
- 18.4 Annual leave is cumulative, and any leave not taken in one year is carried over to the next year.
- 18.5 If the period during which an employee takes paid annual leave includes a day or part-day that is a public holiday (or day observed in lieu of a public holiday), the employee is taken not to be on paid annual leave on that day.

Payment of annual leave

- 18.6 An employee is to be paid for a period of annual leave at the time payment is made in the normal course of the employment, unless the employee requests in writing that they be paid before the period of leave commences, in which case the employee is to be paid in advance of the leave commencing.

- 18.7 (a) If -
- (i) an employee lawfully leaves their employment; or
 - (ii) an employee's employment is terminated through no fault of their own, before the employee has taken annual leave to which they are entitled, the employee is to be paid for all of that annual leave.
- (b) If -
- (i) an employee does not lawfully leave their employment; or
 - (ii) an employee's employment is terminated by the employer, in circumstances other than those referred to in Clause 18.7(a)(ii) -
 - (i) the employee is to be paid for any untaken leave that relates to a completed year of service, except that if the employee is terminated for misconduct, the employee is not entitled to be paid for any untaken leave that relates to a year of service that was completed after the misconduct occurred; and
 - (ii) the employee is not entitled to payment for any untaken annual leave that does not relate to a completed year of service.

Annual leave loading

- 18.8 (a) During a period of annual leave an employee must be paid a loading of 17.5% calculated on the ordinary wages the employee would have earned had they not been on leave.
- (b) The loading prescribed by Clause 18.8(a) does not apply to pro rata leave paid out on termination that does not relate to a completed year of service.

Taking annual leave

- 18.9 (a) Annual leave is to be taken at times agreed between the employer and employee.
- (b) Where an employer and an employee have not agreed when the employee is to take annual leave, the employer is not to refuse the employee taking, at any time suitable to the employee, any period of annual leave that accrued more than 12 months before that time, provided the employee gives the employer at least 2 weeks' notice of the period during which the employee intends to take the leave.

19. Personal leave

Note: Personal leave is provided for in the [Minimum Conditions of Employment Act 1993](#).

Entitlement

- 19.1 An employee, other than a casual employee, is entitled for each year of service to paid personal leave for the number of hours the employee is required ordinarily to work in a 2 week period during that year.
- 19.2 A year of service excludes periods of unpaid leave.
- 19.3 Paid personal leave accrues pro rata on a weekly basis.
- 19.4 The entitlement to personal leave is cumulative, and any leave not taken in one year is carried over to the next year.
- 19.5 Except as provided in Clause 19.6, an employee may take paid personal leave if the employee is unable to work -
- (a) because of a personal illness or injury affecting the employee; or
 - (b) to provide care or support to a member of the employee's family or household because of
 - (i) a personal illness or injury; or
 - (ii) an unexpected emergency.
- 19.6 An employee is not entitled to be paid for any period of absence from work because of personal illness or injury affecting the employee if the circumstances are attributable to either of the following in the course of the employee's employment –
- (a) the employee's serious and wilful misconduct; or
 - (b) the employee's gross and wilful neglect.
- 19.7 Payment
- An employee who is absent on personal leave must be paid the ordinary wages they would have received had they not been on leave.
- 19.8 Adjustment of personal leave
- If, in the first or successive years of service with the employer, an employee is absent on personal leave for a period longer than the employee's accrued entitlement to paid personal 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 personal leave during that year of service.

19.9 Evidence

- (a) Subject to Clause 19.9(b), in order to access personal leave, an employee must provide the employer with evidence that would satisfy a reasonable person.
- (b) An employee is not required to provide evidence for absences of 2 days or less that are a result of personal illness or injury affecting the employee, unless after 2 such absences in any year of service, the employer requests that any further absences be accompanied by evidence that would satisfy a reasonable person.

Note 1: An employer may request evidence that would satisfy a reasonable person for all absences of 3 days or more that are a result of personal illness or injury affecting an employee.

Note 2: An employer may request evidence that would satisfy a reasonable person for all absences (regardless of duration) that are to provide care or support to a member of the employee's family or household because of

- (i) a personal illness or injury; or
- (ii) an unexpected emergency.

19.10 Replacement of personal leave during annual leave

- (a) Subject to the provisions of this subclause, an employee who suffers personal ill health or injury during annual leave may apply for and the employer must grant paid personal leave in place of paid annual leave.
- (b) An application to replace annual leave with personal leave:
 - (i) must be made within 7 days of resuming work.
 - (ii) is only available if the employee produces a certificate from a medical practitioner confirming they were confined to their residence or a hospital as a result of personal ill health or injury for a period of 7 consecutive days or more.
- (c) Replacement of paid annual leave by paid personal leave must not exceed the period of paid personal leave the employee was entitled to and will not be made with respect to fractions of a day.
- (d) Where paid personal leave has been granted by the employer in accordance with this clause, that portion of the annual leave equivalent to the paid personal leave is replaced by the paid personal leave.
- (e) Payment for replaced annual leave is to be at the rate of pay applicable at the time the leave is subsequently taken, provided that the annual leave loading prescribed in [Clause 18 – Annual Leave](#) is deemed to have been paid with respect to the replaced annual leave.

19.11 Transfer of business

Where a business has been transferred from one employer to another and the employee's service has been deemed continuous in accordance with Part II Division 3 of the *Long Service Leave Act 1958*, the employee's paid personal leave balance with the old employer at the date of the transfer will be credited to the employee at the commencement of service with the new employer and may be claimed in accordance with the provisions of this clause.

20. Long service leave

The provisions of the [Long Service Leave Act 1958](#) are hereby incorporated in, and are deemed to be part of, this award.

21. Bereavement leave

Note: Bereavement leave is a minimum condition of employment provided for in the [Minimum Conditions of Employment Act 1993](#).

21.1 An employee is entitled to paid bereavement leave of up to 2 days on the death of a member of the employee's family or household.

21.2 The 2 days need not be consecutive.

21.3 Bereavement leave is not to be taken during a period of any other kind of leave.

21.4 If requested by the employer, the employee is to provide evidence that would satisfy a reasonable person as to -

- (a) the death that is the subject of the leave sought; and
- (b) the relationship of the employee to the deceased person.

22. Parental leave

Parental leave is provided for in accordance with Division 5 of Part 2-2 of the [Fair Work Act 2009](#) (Cth) and the [Minimum Conditions of Employment Act 1993](#).

23. Trade union training leave

23.1 (a) Subject to this clause a union delegate or duly elected or appointed union representative will, upon application in writing by the union, be granted up to 5 days leave with pay, each calendar year, non-cumulative, to attend union training courses.

(b) The courses will be those most suited to the industrial situation pertaining to the Wholesale and Retail Industry in Western Australia.

- (c) A notice to an employer affected by the leave must be made in writing by the union to the employer and include the following details:
 - (i) the name of the employee seeking leave;
 - (ii) the period of time for which leave is sought (including daily commencing and finishing times);
 - (iii) the title, description and agenda of the course or courses to be attended;
 - (iv) the place or places where the course or courses will be held;
 - (v) the name of the person or persons conducting the course or courses; and
 - (vi) a copy of the syllabus and curriculum of the course or courses to be attended.
- 23.2 (a) Leave will be granted by the employer on the dates notified by the union but will be subject to the union giving not less than 1, and where possible 2, calendar month's notice of the intention to attend the course or a lesser period as agreed between employer, the union and the employee.
- (b) The employer may require the leave to be deferred, if the leave is to be taken:
 - (i) in the 4 weeks prior to Christmas Day or the 5 weeks after Christmas Day;
 - (ii) in the week prior to or after Easter;
 - (iii) in the week prior to Father's Day or Mother's Day; or
 - (iv) during an annual or half-yearly sale, or a scheduled stocktake.
- (c) 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 the leave. In the event of disagreement, the matter will be dealt with in accordance with [Clause 34 - Dispute Resolution Procedure](#).
- 23.3 Only employees who have completed 12 months' continuous service with their current employer are eligible for leave pursuant to this clause. In the case of a new shop opening no leave will be taken in the first 6 months.
- 23.4 Each employee on leave approved in accordance with this clause will be paid the ordinary time earnings that would normally become due and payable during the period of the leave. Employees are not entitled to be paid under this clause if they were not ordinarily scheduled to work.

- 23.5 An employee granted leave under this clause is not entitled to any additional payment to the extent that the course attended coincides with any other period of paid leave granted to the employee.
- 23.6 The employer is not liable for the cost of travel to and from the place where the courses are conducted, or to any accommodation costs, or other costs, associated with the course.
- 23.7 Leave granted pursuant to this clause will count as service for all purposes of the award.
- 23.8 (a) For the purpose of this clause the number of employees under this award attending courses in any calendar year will be:

Numbers of full time, part time and regular casual employees in the shop or establishment	No of representatives
Less than 100	1
100 or more	2

- (b) **Regular casual employee** means a casual employee who works on an ongoing basis in the shop or establishment.
- (c) Provided that in the case of multi-level shops the number of employees entitled to leave under this clause per calendar year will be as agreed between the union and the employer. In the event of disagreement, the matter will be dealt with in accordance [Clause 34 - Dispute Resolution Procedure](#).
- 23.9 Employees granted leave pursuant to this clause will, upon request, inform the employer after the completion of the course of the nature of the course and their observations on it.
- 23.10 On completion of the course the employee will, upon request, provide to the employer evidence of their attendance at the course. The employer is not 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.
- 23.11 This clause does 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; and
- (d) Motor traders' establishments where this award is not the major award.

Part 5 – Rates of Pay

24. Wages

24.1 The wages prescribed in this clause are payable on and from the commencement of the first pay period on or after 1 July 2023.

24.2 The minimum wages payable to adult full time and part time employees under this award are as follows -:

Employee Classification	Minimum weekly rate	Minimum Hourly Rate
Level 1	\$934.30	\$24.59
Level 2	\$942.40	\$24.80
Level 3	\$947.60	\$24.94
Level 4	\$953.40	\$25.09

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

Note 2: 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.

Note 3: 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.

24.3 Junior employees

The minimum wages payable to junior employees under this award are a percentage of the adult minimum weekly rates in Clause 24.2 above, based on the age of the employee as follows:

Age of junior employee	Percentage of adult rate
Under 16 years	40%
16 years	50%
17 years	60%
18 years	70%
19 years	80%
20 years	90%

24.4 Employee in charge of a shop, store or warehouse or other employees

An employee required by the employer to be in charge of a shop, store, warehouse or other employees must be paid an additional in charge allowance for all purposes of the award calculated on their ordinary time earnings as follows:

Number of employees in shop, store or warehouse employee is in charge of	% In charge allowance
0 - 2	3.4%
3 – 9	6.2%
10+	11.2%

25. **Minimum adult award wage**

- 25.1 No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.
- 25.2 (a) The minimum adult award wage for full time employees aged 21 or more working under an award that provides for a 38 hour week is \$863.40 per week.
- (b) The minimum adult award wage for full time employees aged 21 or more working under awards that provide for other than a 38 hour week is calculated as follows: divide \$863.40 by 38 and multiply by the number of ordinary hours prescribed for a full time employee under the award.
- (c) The minimum adult award wage is payable on and from the commencement of the first pay period on or after 1 July 2023.
- 25.3 The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case decisions.
- 25.4 Unless otherwise provided in this clause adults aged 21 or more employed as casuals, part time employees or piece workers or employees who are remunerated wholly on the basis of payment by result, shall not be paid less than pro rata the minimum adult award wage according to the hours worked.
- 25.5 Employees under the age of 21 shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award (if applicable) to the minimum adult award wage, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.
- 25.6 The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or government approved work placement programs or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award

rate, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.

25.7 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.

25.8 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.

25.9 Minimum adult award wage

(a) The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2023 State Wage order 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.

(b) 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.

25.10 Adult apprentices

(a) Notwithstanding the provisions of this clause, the minimum adult apprentice wage for a fulltime apprentice aged 21 years or more working under an award that provides for a 38 hour week is \$733.40 per week.

(b) The minimum adult apprentice wage for a full time apprentice aged 21 years or more working under an award that provides for other than a 38 hour week is calculated as follows: divide \$733.40 by 38 and multiply by the number of ordinary hours prescribed for a full time apprentice under the award.

(c) The minimum adult apprentice wage is payable on and from the commencement of the first pay period on or after 1 July 2023.

(d) Adult apprentices aged 21 years or more employed on a part time basis shall not be paid less than pro rata the minimum adult apprentice wage according to the hours worked.

(e) The rates paid in the paragraphs above to an apprentice 21 years of age or more are payable on superannuation and during any period of paid leave prescribed by this award.

(f) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.

26 Penalty rates (non-shiftwork employees)

26.1 An employer must pay an employee the following penalty rates for work performed during ordinary hours:

Time of hours worked	Full time and part time employees	Casual employees
	% of hourly rate	% of hourly rate (inclusive of casual loading)
Monday to Friday after 6pm	25%	50%
Saturday – all hours	25%	50%
Easter Saturday – all hours	50%	75%
Sunday – all hours	100%	125%

Note 1: [Schedule B – Summary of Hourly Rates of Pay](#) sets out the hourly penalty rates for employees.

27. Payment of wages

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

27.2 For the purpose of effecting the rostering off of employees as provided by this award, wages may be either for the actual hours worked each week, or an amount being the weekly average of the wages accruing over the roster cycle.

27.3 Payment must be made within 3 trading days from the last day of the pay period and if in cash must be made during the employee's ordinary working hours.

27.4 The employer must not change its method of payment to employees, or the frequency of payment to employees, without first giving them at least 4 weeks' notice of such change.

27.5 An employee is not required to accept a change in the method of payment if the change causes hardship. Any dispute concerning hardship in a particular case is to be dealt with under [Clause 34 – Dispute Resolution Procedure](#).

- 27.6 The employer may elect to pay employees weekly or fortnightly.
- 27.7 The method of introducing a fortnightly pay system is 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 will not be less than 20 weeks or some other method agreed upon by the union and employer.

28. Higher duties

- 28.1 If an employee is required to perform the duties of a higher classification under this award, the employer must pay the employee the applicable rate of pay for the higher classification while they are undertaking that work.
- 28.2 In the event that no record is kept of the actual times an employee was required to perform the duties of a higher classification on any day or shift, the employee must be paid for the whole day or shift at the rate prescribed for the higher classification.

29. Supported wages employees

- 29.1 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) **approved 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.
 - (b) **assessment instrument** means the tool 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.
 - (c) **disability support pension** means the Commonwealth Government 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) **supported wage system (SWS)** means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au.
 - (e) **SWS wage assessment agreement** means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate.

29.2 Eligibility criteria

- (a) Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.
- (b) This 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.

29.3 Supported wage rates

- (a) Employees to whom this clause applies will be paid the applicable percentage of the minimum rate of pay prescribed by this award for the class of work which the person is performing according to the following schedule:

Assessed Capacity	% of Prescribed Award Rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

- (b) Provided that the minimum amount payable must not be less than \$102.00 per week.
- (c) Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

29.4 Assessment of capacity

- (a) For the purpose of establishing the percentage of the award rate to be paid to an employee under this award, the productive capacity of the employee will be assessed in accordance with the SWS by an approved assessor, having consulted the employer and employee and, if the employee so desires, the union.

- (b) All assessments made under this clause must be documented in a SWS wage assessment agreement, and retained by the employer as a time and wages record.

29.5 Lodgement of SWS wage assessment agreement

- (a) All SWS wage assessment agreements under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, must be lodged by the employer with the Commission.
- (b) All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where the union is not a party to the assessment, the assessment will be referred by the Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Commission within 10 working days.

29.6 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 will be in accordance with the procedures for assessing capacity under the SWS.

29.7 Other terms and conditions of employment

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

29.8 Workplace adjustment

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

29.9 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 4 weeks) may be needed.
- (b) During the trial period the assessment of capacity will be undertaken and the proposed wage rate for a continuing employment relationship will be determined.

(c) The minimum amount payable to the employee during the trial period must be no less than \$102.00 per week.

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

(e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under Clause 29.4.

30. Traineeships

The minimum rates of pay and conditions of employment applicable to Trainees will be those set out in Schedule E – National Training Wage of the [Miscellaneous Award 2020](#) as amended from time to time. Provided that any reference to “this award” in Schedule E to the Miscellaneous Award 2020 is to be read as referring to the Shop and Warehouse (Wholesale and Retail) Establishments State Award

Note: The Miscellaneous Award 2020 is a modern award that applies to employers and employees in the national industrial relations system. The rates of pay for trainees are usually adjusted from 1 July each year.

Part 6 - Allowances and Facilities

31. Allowances

31.1 Meal allowance

- (a) If an employee is required to work overtime beyond the end of their shift for more than 1 hour on any day, the employer must:
 - (i) pay the employee a [standard meal allowance](#); or
 - (ii) supply the employee with a meal.
- (b) Subject to Clause 31.1(c), if an employee commences work at or prior to 1.00pm and is required to work beyond 7.00pm on that day, the employer must:
 - (i) pay the employee a [standard meal allowance](#); or
 - (ii) supply the employee with a meal.
- (c) An employee who meets the conditions of Clause 31.1(b) is only entitled to be supplied with a meal, or to be paid a [standard meal allowance](#), on 1 occasion in any week.

31.2 Storeperson allowance

- (a) An employee required to operate non-licensed material handling equipment must be paid an additional **4.0%** of the [standard hourly rate](#) per hour while undertaking such duties.
 - (b) An employee required to operate appropriate licensed material handling equipment must be paid an additional **4.5%** of the [standard hourly rate](#) per hour while undertaking such duties.
- (c) The allowances prescribed under Clause 31.2(a) and 31.2(b) are not payable to an employee paid as a Level 3 or Level 4.

31.3 Bicycle allowance

If a canvasser provides their own bicycle for use in the course of their duties they must be paid an allowance equal to **0.23%** of the [standard weekly rate](#).

31.4 Cold chamber allowance

- (a) An employee must receive an additional payment for every hour they spend 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 - \$0.90 per hour
- (ii) Below -20° Celsius to -25° Celsius - \$1.05 per hour
- (iii) Below -25° Celsius - \$1.18 per hour.

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

31.5 Motor vehicle allowance

If an employee is required and authorised to use their own motor vehicle in the course of their duties, the employer must pay the [standard motor vehicle allowance](#) for each kilometre travelled.

31.6 Location allowance

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

<u>TOWN</u>	<u>PER WEEK</u>
Agnew	\$24.70
Argyle	\$66.60
Balladonia	\$25.80
Barrow Island	\$43.40
Boulder	\$10.60
Broome	\$39.90
Bullfinch	\$11.50
Carnarvon	\$20.50
Cockatoo Island	\$43.70
Coolgardie	\$10.60
Cue	\$25.50
Dampier	\$34.80
Denham	\$20.50
Derby	\$41.40
Esperance	\$7.10
Eucla	\$27.80
Exmouth	\$36.60
Fitzroy Crossing	\$50.40
Halls Creek	\$58.40
Kalbarri	\$9.00
Kalgoorlie	\$10.60
Kambalda	\$10.60
Karratha	\$41.90
Koolan Island	\$43.70
Koolyanobbing	\$11.50
Kununurra	\$66.60

Laverton	\$25.40
Learmonth	\$36.60
Leinster	\$24.70
Leonora	\$25.40
Madura	\$26.80
Marble Bar	\$64.80
Meekatharra	\$22.00
Mount Magnet	\$27.60
Mundrabilla	\$27.30
Newman	\$23.80
Norseman	\$22.10
Nullagine	\$64.70
Onslow	\$43.40
Pannawonica	\$32.30
Paraburdoo	\$32.20
Port Hedland	\$34.60
Ravensthorpe	\$13.00
Roebourne	\$48.30
Sandstone	\$24.70
Shark Bay	\$20.50
Southern Cross	\$11.50
Telfer	\$59.40
Teutonic Bore	\$24.70
Tom Price	\$32.20
Whim Creek	\$41.50
Wickham	\$40.00
Wiluna	\$25.00
Wyndham	\$62.30

- (b) Except as provided in Clause 31.6(c), an employee who has:
- (i) a dependant must be paid double the allowance prescribed in Clause 31.6(a) of this clause;
 - (ii) a partial dependant must be paid the allowance prescribed in clause 31.6(a) of this clause plus the difference between that rate and the amount the partial dependant is receiving by way of a district or location allowance.
- (c) Where an employee:
- (i) is provided with board and lodging by their employer, free of charge; or
 - (ii) 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;
- the employee must be paid 66 ^{2/3} per cent of the allowances prescribed in Clause 31.6(a).

- (d) Subject to Clause 31.6(b), junior employees, casual employees, part time employees, apprentices receiving less than the adult rate and employees employed for less than a full week must 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.
- (e) Where an employee is on annual leave or receives payment in lieu of annual leave, they must be paid for the period of leave the location allowance to which they would ordinarily be entitled.
- (f) Where an employee is on long service leave or other approved leave with pay (other than annual leave) they will only be paid location allowance for the period of leave they remain in the location in which they are employed.
- (g) For the purposes of this clause:
 - (i) **Dependant** means -
 - (aa) a spouse or defacto partner; or
 - (bb) 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.
 - (ii) **Partial Dependant** means a “dependant” who receives a location allowance which is less than the location allowance prescribed in Clause 31.6(a) 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.
- (h) Where an employee is employed in a town or location not specified in this clause the allowance payable for the purpose of Clause 31.6(a) will be an amount as may be agreed between Australian Mines and Metals Association, the Chamber of Commerce and Industry of Western Australia and UnionsWA or, failing such agreement, as may be determined by the Commission.
- (i) Subject to the making of a General Order pursuant to s.50 of the Act, that part of each location allowance representing prices will 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 10 cents.

31.7 First aid allowance

An employee who has either a Red Cross or St. John certificate that meets the national HLTAID011 training requirement and is appointed by the employer to perform first aid duties must be paid an allowance equal to **1.54%** of the [standard weekly rate](#)

31.8 Country work and travelling time

(a) If an employee is required by the employer to travel as part of their duties, the employer must pay all reasonable travel costs, and an allowance at a reasonable rate for meals during the travel.

(b) If the travel requires an overnight stay, the employer must provide suitable accommodation at the employer's expense.

(c) travelling time outside of ordinary working hours must be paid for at ordinary rates up to a maximum of 12 hours in any 24 hour period, from the time of starting the journey.

31.9 Automotive spare parts and accessories salespersons

A qualified automotive spare parts or accessories salesperson (i.e. one who has passed an appropriate course of technical training) must be paid an additional amount equal to 3.9% of the [standard weekly rate](#).

32. Uniforms

32.1 For the purpose of this clause a "uniform" means any clothing which is distinctive to the employer's business either by bearing an embroidered or other permanent form of logo or business name or being of identical style, cut or design, and colour for all of the employees required to wear such a uniform.

32.2 If an employee is required to wear a uniform for the purpose of their employment the employer must supply the uniforms free of charge or pay for its purchase and the uniform will remain the property of the employer.

33. Union notice board

33.1 An employer bound by this award must 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 their nominee upon an appropriate notice board.

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

Part 7 - Dispute Resolution

34 Dispute resolution procedure

- 34.1 The following procedure applies to any question, dispute or difficulty arising under this award.
- (a) The persons directly involved, or representatives of person/s directly involved, will discuss the question, dispute or difficulty as soon as is practicable.
 - (b) If these discussions do not result in a settlement, the question, dispute or difficulty is to be referred to senior management for further discussion.
 - (c) Discussions with senior management will take place as soon as practicable.
- 34.2 The terms of any agreed settlement must be jointly recorded.
- 34.3 Any settlement reached which is contrary to the terms of this award will not have effect unless and until that conflict is resolved to allow for it.
- 34.4 Nothing in this clause excludes an organisation party to or bound by this award from representing its members.
- 34.5 Any question, dispute or difficulty not settled may be referred to the Commission, provided that the persons involved in the question, dispute or difficulty must confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Commission.

Part 8 - Record Keeping, Payslips and Right of Entry

35. Employment records and pay slips

An employer must keep employment records and provide pay slips in accordance with Part II, Division 2F – Keeping of and access to employment records and pay slips of the [Industrial Relations Act 1979](#).

36. Right of entry

Conditions regarding right of entry by authorised representatives of the union are dealt with in Part II, Division G - Right of entry and inspection by authorised representatives of the [Industrial Relations Act 1979](#).

Part 9 – Named Parties

37. Named parties to the award

37.1 Employer 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
Repcos 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

37.2 Union party

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

Schedule A - Classifications

Level 1

A.1.1 **Level 1 Employee** means an employee performing one or more of the following duties in retail or wholesale establishments:

- (a) receiving or preparing for sale or displaying goods in or about a shop, store or warehouse;
- (b) pre-packing, packing, weighing, assembling, pricing or preparing goods, provisions or produce for sale;
- (c) displaying, filling shelves, replenishing or any other method of exposing or presenting goods for sale;
- (d) selling or hiring goods by any means;
- (e) receiving, arranging or paying by any means;
- (f) recording a sale or sales by any means;
- (g) wrapping or packing goods for despatch or despatching goods;
- (h) delivering goods;
- (i) loss prevention;
- (j) demonstrating goods for sale;
- (k) providing information, advice or assistance to customers;
- (l) receiving, preparing or packing goods for repair, replacement or refund, or making minor repairs to goods;
- (m) operating photographic processing machinery;
- (n) stocking or collection of money from and preparation of commodities for sale in automatic vending devices;
- (o) cooking and or preparation of provisions for sale in the shop of the employer other than for consumption in a cafeteria;
- (p) storeperson's duties, including receiving, handling, storing, assembling, recording, preparing, packing, weighing and/or wrapping, branding, sorting, stacking or unpacking, checking, distributing or despatching goods or delivering goods for transit (including the use of computerised equipment where necessary);
- (q) work that is incidental to, or connected with, any of the functions mentioned in (a) to (p) above.

Indicative job titles that are usually within the definition of a Level 1 employee are:

- (a) shop assistant;
- (b) check-out operator;
- (c) store worker;
- (d) salesperson;
- (e) wholesale salesperson;
- (f) storeperson;
- (g) reserve stock hand;
- (h) loss prevention officer;
- (i) customer service or store greeter;
- (j) assembler;
- (k) ticket writer;

- (l) trolley collector;
- (m) video hire worker;
- (n) telephone order salesperson;
- (o) demonstrators or spruikers
- (p) canvassers (excluding motor vehicle salespersons)

Level 2

A.1.2 **Level 2 Employee** means an employee whose duties principally involve window dressing or visual merchandising, including the arranging, creating, labelling or presentation of merchandise, fixtures and surrounding areas. This includes the use of tools, paint and other equipment associated with the visual display and presentation of goods and merchandise.

Level 3

A.1.3 **Level 3 Employee** means a Storeperson who is substantially required to operate appropriate non-licensed material handling equipment in the performance of their duties.

Level 4

A.1.4 **Level 4 Employee** means a Storeperson who is substantially required to operate appropriate licensed material handling equipment in the performance of their duties.

Schedule B – Summary of hourly rates of pay

Standard Weekly Rate	\$934.30
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Standard Hourly Rate	\$24.59
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Full time and part time adult employees other than shiftworkers - ordinary hours

Classification	Monday to Friday		Saturday	Sunday
	Before 6.00pm	After 6.00 pm	All hours	All hours
	% of minimum hourly rate			
	100%	125%	125%	200%
	\$	\$	\$	\$
Level 1	\$24.59	\$30.74	\$30.74	\$49.18
Level 2	\$24.80	\$31.00	\$31.00	\$49.60
Level 3	\$24.94	\$31.18	\$31.18	\$49.88
Level 4	\$25.09	\$31.36	\$31.36	\$50.18

Full time and part time adult shiftworkers - ordinary hours

Classification	Monday to Friday			Saturday	Sunday
	Afternoon shift	Night shift	Permanent night shift	All hours	All hours
	% of minimum hourly rate				
	115%	115%	125%	125%	200%
	\$	\$	\$	\$	\$
Level 1	\$28.28	\$28.28	\$30.74	\$30.74	\$49.18
Level 2	\$28.52	\$28.52	\$31.00	\$31.00	\$49.60
Level 3	\$28.68	\$28.68	\$31.18	\$31.18	\$49.88
Level 4	\$28.85	\$28.85	\$31.36	\$31.36	\$50.18

All full time and part time adult employees - overtime

Classification	Monday to Friday		Saturday			Sunday	Public holiday
	First 2 hours	After 2 hours	Before 12.00pm – first 2 hours	Before 12.00pm – after 2 hours	After 12.00pm	All day	All day
	% of minimum hourly rate						
	150%	200%	150%	200%	200%	200%	250%
	\$	\$	\$	\$	\$	\$	\$
Level 1	\$36.89	\$49.18	\$36.89	\$49.18	\$49.18	\$49.18	\$61.48
Level 2	\$37.20	\$49.60	\$37.20	\$49.60	\$49.60	\$49.60	\$62.00

Level 3	\$37.41	\$49.88	\$37.41	\$49.88	\$49.88	\$49.88	\$62.35
Level 4	\$37.64	\$50.18	\$37.64	\$50.18	\$50.18	\$50.18	\$62.73

Casual adult employees other than shiftworkers - ordinary hours (includes casual loading)

	Monday to Friday		Saturday	Sunday
Classification	Before 6.00pm	After 6.00 pm	All hours	All hours
	% of minimum hourly rate			
	125%	150%	150%	225%
	\$	\$	\$	\$
Level 1	\$30.74	\$36.89	\$36.89	\$55.33
Level 2	\$31.00	\$37.20	\$37.20	\$55.80
Level 3	\$31.18	\$37.41	\$37.41	\$56.12
Level 4	\$31.36	\$37.64	\$37.64	\$56.45

Casual adult shiftworkers - ordinary hours (includes casual loading)

	Monday to Friday			Saturday	Sunday
Classification	Afternoon shift	Night shift	Permanent night shift	All hours	All hours
	% of minimum hourly rate				
	140%	140%	150%	150%	225%
	\$	\$	\$	\$	\$
Level 1	\$34.43	\$34.43	\$36.89	\$36.89	\$55.33
Level 2	\$34.72	\$34.72	\$37.20	\$37.20	\$55.80
Level 3	\$34.92	\$34.92	\$37.41	\$37.41	\$56.12
Level 4	\$35.13	\$35.13	\$37.64	\$37.64	\$56.45

All casual adult employees – overtime *

	Monday to Friday		Saturday			Sunday	Public holiday
Classification	First 2 hours	After 2 hours	Before 12.00pm – first 2 hours	Before 12.00pm – after 2 hours	After 12.00pm	All day	All day
	% of minimum hourly rate						
	150%	200%	150%	200%	200%	200%	250%
	\$	\$	\$	\$	\$	\$	\$
Level 1	\$36.89	\$49.18	\$36.89	\$49.18	\$49.18	\$49.18	\$61.48
Level 2	\$37.20	\$49.60	\$37.20	\$49.60	\$49.60	\$49.60	\$62.00
Level 3	\$37.41	\$49.88	\$37.41	\$49.88	\$49.88	\$49.88	\$62.35

Level 4	\$37.64	\$50.18	\$37.64	\$50.18	\$50.18	\$50.18	\$62.73
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*Note: the casual loading does not apply when overtime is being worked.

Full-time and part-time junior employees other than shiftworkers—ordinary hours

	Monday to Friday		Saturday	Sunday
Classification	Before 6.00pm	After 6.00pm	All hours	All hours
	% of minimum hourly rate			
	100%	125%	125%	200%
	\$	\$	\$	\$
Level 1				
15 years and under	\$9.83	\$12.29	\$12.29	\$19.67
16 years	\$12.29	\$15.37	\$15.37	\$24.59
17 years	\$14.75	\$18.44	\$18.44	\$29.50
18 years	\$17.21	\$21.51	\$21.51	\$34.42
19 years	\$19.67	\$24.59	\$24.59	\$39.34
20 years	\$22.13	\$27.66	\$27.66	\$44.26
Level 2				
15 years and under	\$9.92	\$12.40	\$12.40	\$19.84
16 years	\$12.40	\$15.50	\$15.50	\$24.80
17 years	\$14.88	\$18.60	\$18.60	\$29.76
18 years	\$17.36	\$21.70	\$21.70	\$34.72
19 years	\$19.84	\$24.80	\$24.80	\$39.68
20 years	\$22.32	\$27.90	\$27.90	\$44.64
Level 3				
15 years and under	\$9.97	\$12.47	\$12.47	\$19.95
16 years	\$12.47	\$15.59	\$15.59	\$24.94
17 years	\$14.96	\$18.70	\$18.70	\$29.92
18 years	\$17.46	\$21.82	\$21.82	\$34.91
19 years	\$19.95	\$24.94	\$24.94	\$39.90
20 years	\$22.44	\$28.05	\$28.05	\$44.89
Level 4				
15 years and under	\$10.04	\$12.54	\$12.54	\$20.07
16 years	\$12.54	\$15.68	\$15.68	\$25.09
17 years	\$15.05	\$18.82	\$18.82	\$30.11
18 years	\$17.56	\$21.95	\$21.95	\$35.13
19 years	\$20.07	\$25.09	\$25.09	\$40.14
20 years	\$22.58	\$28.23	\$28.23	\$45.16

Full-time and part-time junior shiftworkers - ordinary hours

	Monday to Friday			Saturday	Sunday
Classification	Afternoon shift	Night shift	Permanent night shift	All hours	All hours
	% of minimum hourly rate				
	115%	115%	125%	125%	200%
	\$	\$	\$	\$	\$
Level 1					
18 years and under	\$19.79	\$19.79	\$21.51	\$21.51	\$34.42
19 years	\$22.62	\$22.62	\$24.59	\$24.59	\$39.34
20 years	\$25.45	\$25.45	\$27.66	\$27.66	\$44.26
Level 2					
18 years and under	\$19.96	\$19.96	\$21.70	\$21.70	\$34.72
19 years	\$22.82	\$22.82	\$24.80	\$24.80	\$39.68
20 years	\$25.67	\$25.67	\$27.90	\$27.90	\$44.64
Level 3					
18 years and under	\$20.07	\$20.07	\$21.82	\$21.82	\$34.91
19 years	\$22.94	\$22.94	\$24.94	\$24.94	\$39.90
20 years	\$25.81	\$25.81	\$28.05	\$28.05	\$44.89
Level 4					
18 years and under	\$20.20	\$20.20	\$21.95	\$21.95	\$35.13
19 years	\$23.08	\$23.08	\$25.09	\$25.09	\$40.14
20 years	\$25.97	\$25.97	\$28.23	\$28.23	\$45.16

Full-time and part-time junior employees other than shiftworkers—overtime

Classification	Monday to Friday		Saturday			Sunday	Public holiday
	First 2 hours	After 2 hours	Before 12.00pm – first 2 hours	Before 12.00pm – after 2 hours	After 12.00pm	All day	All day
	% of minimum hourly rate						
	150%	200%	150%	200%	200%	200%	250%
	\$	\$	\$	\$	\$	\$	\$
Level 1							
15 years and under	\$14.75	\$19.67	\$14.75	\$19.67	\$19.67	\$19.67	\$24.59
16 years	\$18.44	\$24.59	\$18.44	\$24.59	\$24.59	\$24.59	\$30.73
17 years	\$22.13	\$29.50	\$22.13	\$29.50	\$29.50	\$29.50	\$36.88
18 years	\$25.82	\$34.42	\$25.82	\$34.42	\$34.42	\$34.42	\$43.03
19 years	\$29.50	\$39.34	\$29.50	\$39.34	\$39.34	\$39.34	\$49.17
20 years	\$33.19	\$44.26	\$33.19	\$44.26	\$44.26	\$44.26	\$55.32
Level 2							
15 years and under	\$14.88	\$19.84	\$14.88	\$19.84	\$19.84	\$19.84	\$24.80
16 years	\$18.60	\$24.80	\$18.60	\$24.80	\$24.80	\$24.80	\$31.00
17 years	\$22.32	\$29.76	\$22.32	\$29.76	\$29.76	\$29.76	\$37.20
18 years	\$26.04	\$34.72	\$26.04	\$34.72	\$34.72	\$34.72	\$43.40
19 years	\$29.76	\$39.68	\$29.76	\$39.68	\$39.68	\$39.68	\$49.60
20 years	\$33.48	\$44.64	\$33.48	\$44.64	\$44.64	\$44.64	\$55.80
Level 3							
15 years and under	\$14.96	\$19.95	\$14.96	\$19.95	\$19.95	\$19.95	\$24.94
16 years	\$18.70	\$24.94	\$18.70	\$24.94	\$24.94	\$24.94	\$31.17
17 years	\$22.44	\$29.92	\$22.44	\$29.92	\$29.92	\$29.92	\$37.41
18 years	\$26.18	\$34.91	\$26.18	\$34.91	\$34.91	\$34.91	\$43.64
19 years	\$29.92	\$39.90	\$29.92	\$39.90	\$39.90	\$39.90	\$49.87
20 years	\$33.66	\$44.89	\$33.66	\$44.89	\$44.89	\$44.89	\$56.11
Level 4							
15 years and under	\$15.05	\$20.07	\$15.05	\$20.07	\$20.07	\$20.07	\$25.09
16 years	\$18.82	\$25.09	\$18.82	\$25.09	\$25.09	\$25.09	\$31.36
17 years	\$22.58	\$30.11	\$22.58	\$30.11	\$30.11	\$30.11	\$37.63
18 years	\$26.34	\$35.13	\$26.34	\$35.13	\$35.13	\$35.13	\$43.91
19 years	\$30.11	\$40.14	\$30.11	\$40.14	\$40.14	\$40.14	\$50.18
20 years	\$33.87	\$45.16	\$33.87	\$45.16	\$45.16	\$45.16	\$56.45

Full-time and part-time junior shiftworkers—overtime

Classification	Monday to Friday		Saturday			Sunday	Public holiday
	First 2 hours	After 2 hours	Before 12.00pm – first 2 hours	Before 12.00pm – after 2 hours	After 12.00pm	All day	All day
	% of minimum hourly rate						
	150%	200%	150%	200%	200%	200%	250%
	\$	\$	\$	\$	\$	\$	\$
Level 1							
18 years and under	\$25.82	\$34.42	\$25.82	\$34.42	\$34.42	\$34.42	\$43.03
19 years	\$29.50	\$39.34	\$29.50	\$39.34	\$39.34	\$39.34	\$49.17
20 years	\$33.19	\$44.26	\$33.19	\$44.26	\$44.26	\$44.26	\$55.32
Level 2							
18 years and under	\$26.04	\$34.72	\$26.04	\$34.72	\$34.72	\$34.72	\$43.40
19 years	\$29.76	\$39.68	\$29.76	\$39.68	\$39.68	\$39.68	\$49.60
20 years	\$33.48	\$44.64	\$33.48	\$44.64	\$44.64	\$44.64	\$55.80
Level 3							
18 years and under	\$26.18	\$34.91	\$26.18	\$34.91	\$34.91	\$34.91	\$43.64
19 years	\$29.92	\$39.90	\$29.92	\$39.90	\$39.90	\$39.90	\$49.87
20 years	\$33.66	\$44.89	\$33.66	\$44.89	\$44.89	\$44.89	\$56.11
Level 4							
18 years and under	\$26.34	\$35.13	\$26.34	\$35.13	\$35.13	\$35.13	\$43.91
19 years	\$30.11	\$40.14	\$30.11	\$40.14	\$40.14	\$40.14	\$50.18
20 years	\$33.87	\$45.16	\$33.87	\$45.16	\$45.16	\$45.16	\$56.45

Casual junior employees other than shiftworkers - ordinary hours (includes casual loading)

	Monday to Friday		Saturday	Sunday
Classification	Before 6.00pm	After 6.00pm	All hours	All hours
	% of minimum hourly rate			
	125%	150%	150%	225%
	\$	\$	\$	\$
Level 1				
15 years and under	\$12.29	\$14.75	\$14.75	\$22.13
16 years	\$15.37	\$18.44	\$18.44	\$27.66
17 years	\$18.44	\$22.13	\$22.13	\$33.19
18 years	\$21.51	\$25.82	\$25.82	\$38.72
19 years	\$24.59	\$29.50	\$29.50	\$44.26
20 years	\$27.66	\$33.19	\$33.19	\$49.79
Level 2				
15 years and under	\$12.40	\$14.88	\$14.88	\$22.32
16 years	\$15.50	\$18.60	\$18.60	\$27.90
17 years	\$18.60	\$22.32	\$22.32	\$33.48
18 years	\$21.70	\$26.04	\$26.04	\$39.06
19 years	\$24.80	\$29.76	\$29.76	\$44.64
20 years	\$27.90	\$33.48	\$33.48	\$50.22
Level 3				
15 years and under	\$12.47	\$14.96	\$14.96	\$22.44
16 years	\$15.59	\$18.70	\$18.70	\$28.05
17 years	\$18.70	\$22.44	\$22.44	\$33.66
18 years	\$21.82	\$26.18	\$26.18	\$39.28
19 years	\$24.94	\$29.92	\$29.92	\$44.89
20 years	\$28.05	\$33.66	\$33.66	\$50.50
Level 4				
15 years and under	\$12.54	\$15.05	\$15.05	\$22.58
16 years	\$15.68	\$18.82	\$18.82	\$28.23
17 years	\$18.82	\$22.58	\$22.58	\$33.87
18 years	\$21.95	\$26.34	\$26.34	\$39.52
19 years	\$25.09	\$30.11	\$30.11	\$45.16
20 years	\$28.23	\$33.87	\$33.87	\$50.81

Casual junior shiftworkers - ordinary hours (includes casual loading)

	Monday to Friday			Saturday	Sunday
Classification	Afternoon shift	Night shift	Permanent night shift	All hours	All hours
	% of minimum hourly rate				
	140%	140%	150%	150%	225%
	\$	\$	\$	\$	\$
Level 1					
18 years and under	\$24.10	\$24.10	\$25.82	\$25.82	\$38.72
19 years	\$27.54	\$27.54	\$29.50	\$29.50	\$44.26
20 years	\$30.98	\$30.98	\$33.19	\$33.19	\$49.79
Level 2					
18 years and under	\$24.30	\$24.30	\$26.04	\$26.04	\$39.06
19 years	\$27.78	\$27.78	\$29.76	\$29.76	\$44.64
20 years	\$31.25	\$31.25	\$33.48	\$33.48	\$50.22
Level 3					
18 years and under	\$24.44	\$24.44	\$26.18	\$26.18	\$39.28
19 years	\$27.93	\$27.93	\$29.92	\$29.92	\$44.89
20 years	\$31.42	\$31.42	\$33.66	\$33.66	\$50.50
Level 4					
18 years and under	\$24.59	\$24.59	\$26.34	\$26.34	\$39.52
19 years	\$28.10	\$28.10	\$30.11	\$30.11	\$45.16
20 years	\$31.61	\$31.61	\$33.87	\$33.87	\$50.81

Casual junior employees other than shiftworkers – overtime *

Classification	Monday to Friday		Saturday			Sunday	Public holiday
	First 2 hours	After 2 hours	Before 12.00pm - first 2 hours	Before 12.00pm - after 2 hours	After 12.00pm	All day	All day
	% of minimum hourly rate						
	150%	200%	150%	200%	200%	200%	250%
	\$	\$	\$	\$	\$	\$	\$
Level 1							
15 years and under	\$14.75	\$19.67	\$14.75	\$19.67	\$19.67	\$19.67	\$24.59
16 years	\$18.44	\$24.59	\$18.44	\$24.59	\$24.59	\$24.59	\$30.73
17 years	\$22.13	\$29.50	\$22.13	\$29.50	\$29.50	\$29.50	\$36.88
18 years	\$25.82	\$34.42	\$25.82	\$34.42	\$34.42	\$34.42	\$43.03
19 years	\$29.50	\$39.34	\$29.50	\$39.34	\$39.34	\$39.34	\$49.17
20 years	\$33.19	\$44.26	\$33.19	\$44.26	\$44.26	\$44.26	\$55.32
Level 2							
15 years and under	\$14.88	\$19.84	\$14.88	\$19.84	\$19.84	\$19.84	\$24.80
16 years	\$18.60	\$24.80	\$18.60	\$24.80	\$24.80	\$24.80	\$31.00
17 years	\$22.32	\$29.76	\$22.32	\$29.76	\$29.76	\$29.76	\$37.20
18 years	\$26.04	\$34.72	\$26.04	\$34.72	\$34.72	\$34.72	\$43.40
19 years	\$29.76	\$39.68	\$29.76	\$39.68	\$39.68	\$39.68	\$49.60
20 years	\$33.48	\$44.64	\$33.48	\$44.64	\$44.64	\$44.64	\$55.80
Level 3							
15 years and under	\$14.96	\$19.95	\$14.96	\$19.95	\$19.95	\$19.95	\$24.94
16 years	\$18.70	\$24.94	\$18.70	\$24.94	\$24.94	\$24.94	\$31.17
17 years	\$22.44	\$29.92	\$22.44	\$29.92	\$29.92	\$29.92	\$37.41
18 years	\$26.18	\$34.91	\$26.18	\$34.91	\$34.91	\$34.91	\$43.64
19 years	\$29.92	\$39.90	\$29.92	\$39.90	\$39.90	\$39.90	\$49.87
20 years	\$33.66	\$44.89	\$33.66	\$44.89	\$44.89	\$44.89	\$56.11
Level 4							
15 years and under	\$15.05	\$20.07	\$15.05	\$20.07	\$20.07	\$20.07	\$25.09
16 years	\$18.82	\$25.09	\$18.82	\$25.09	\$25.09	\$25.09	\$31.36
17 years	\$22.58	\$30.11	\$22.58	\$30.11	\$30.11	\$30.11	\$37.63
18 years	\$26.34	\$35.13	\$26.34	\$35.13	\$35.13	\$35.13	\$43.91
19 years	\$30.11	\$40.14	\$30.11	\$40.14	\$40.14	\$40.14	\$50.18
20 years	\$33.87	\$45.16	\$33.87	\$45.16	\$45.16	\$45.16	\$56.45

* Note: the casual loading does not apply when overtime is being worked.

Casual junior shiftworkers – overtime *

	Monday to Friday		Saturday			Sunday	Public holiday
Classification	First 2 hours	After 2 hours	Before 12.00pm - first 2 hours	Before 12.00pm – after 2 hours	After 12.00pm	All day	All day
	% of minimum hourly rate						
	150%	200%	150%	200%	200%	200%	250%
	\$	\$	\$	\$	\$	\$	\$
Level 1							
18 years and under	\$25.82	\$34.42	\$25.82	\$34.42	\$34.42	\$34.42	\$43.03
19 years	\$29.50	\$39.34	\$29.50	\$39.34	\$39.34	\$39.34	\$49.17
20 years	\$33.19	\$44.26	\$33.19	\$44.26	\$44.26	\$44.26	\$55.32
Level 2							
18 years and under	\$26.04	\$34.72	\$26.04	\$34.72	\$34.72	\$34.72	\$43.40
19 years	\$29.76	\$39.68	\$29.76	\$39.68	\$39.68	\$39.68	\$49.60
20 years	\$33.48	\$44.64	\$33.48	\$44.64	\$44.64	\$44.64	\$55.80
Level 3							
18 years and under	\$26.18	\$34.91	\$26.18	\$34.91	\$34.91	\$34.91	\$43.64
19 years	\$29.92	\$39.90	\$29.92	\$39.90	\$39.90	\$39.90	\$49.87
20 years	\$33.66	\$44.89	\$33.66	\$44.89	\$44.89	\$44.89	\$56.11
Level 4							
18 years and under	\$26.34	\$35.13	\$26.34	\$35.13	\$35.13	\$35.13	\$43.91
19 years	\$30.11	\$40.14	\$30.11	\$40.14	\$40.14	\$40.14	\$50.18
20 years	\$33.87	\$45.16	\$33.87	\$45.16	\$45.16	\$45.16	\$56.45

* Note: the casual loading does not apply when overtime is being worked.

Schedule C – No reduction

C 1.1 Despite the provisions of this award, an existing employee (including a casual employee) as at 5 June 2024 who continues to be employed with the same employer after that date must not be paid less than they would have been paid for the same work under the provisions of the award as it stood prior to that date.