

**WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION**

Application Nos. APPL 16 OF 2025 & APPL 19 OF 2025

**COMMISSION'S OWN MOTION PURSUANT TO SECTION 37D AND S40B TO**

**VARY THE**

**BAKERS' (METROPOLITAN) AWARD NO. 13 OF 1987 AWARD**

NOTICE is given by the Commission's Own Motion pursuant to section 37D and section 40B of the *Industrial Relations Act 1979* (WA) of the Commission's intention to vary the *Bakers' (Metropolitan) Award NO.13 of 1987 (Award)*. The proposed variations are published in the annexed table.

A copy of the proposed variations may be inspected at my office at 111 St. Georges Terrace, Perth.

The proposed variations which relate to scope and incidental variations made pursuant to s 37D are those made to clauses 1, 4, 5, 6, 7, 12, 13, 14, 15, 17, 18, 19, 23, 24 and 31 of the Award as set out in the annexed table.

All other proposed variations are proposed to be made pursuant to s 40B.

A hearing for the purpose of affording interested persons an opportunity to be heard in relation to the proposed variations will be held at the Commission, Level 18, 111 St Georges Terrace Perth on Tuesday, the 9th day of September 2025 at 10:00 AM.

Any person who wishes to be heard in relation to the proposed variations should contact Senior Commissioner Cosentino's Chambers by email at [Chambers-Cosentino@waipc.wa.gov.au](mailto:Chambers-Cosentino@waipc.wa.gov.au).

S. BASTIAN  
REGISTRAR

11 AUGUST 2025

## SCHEDULE

Delete the entire contents of the *Bakers' (Metropolitan) Award No. 13 of 1987* (with the exception of the variation record table, which shall remain annexed to the Award marked as superseded and struck through) and insert the following in lieu thereof:

### BAKING INDUSTRY AWARD

#### 1. - TITLE

This award shall be known as the Baking Industry Award.

#### 2. - MINIMUM ADULT AWARD WAGE

- (1) No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.
- (2) The minimum adult award wage for full-time employees aged 21 or more working under an award that provides for a 38-hour week is \$953.00 per week.

The minimum adult award wage for full-time employees aged 21 or more working under awards that provide for other than a 38-hour week is calculated as follows: divide \$953.00 by 38 and multiply by the number of ordinary hours prescribed for a full-time employee under the award.

The minimum adult award wage is payable from the beginning of the first pay period commencing on or after 1 July 2025.

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

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2025 State Wage order. Any increase arising from the insertion of the minimum wage will be

offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

(10) Adult Apprentices

- (a) Notwithstanding the provisions of this clause, the minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for a 38-hour week is \$791.30 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 \$791.30 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 from the beginning of the first pay period commencing on or after 1 July 2025.
- (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.

### 3. - ARRANGEMENT

#### PART 1 – GENERAL

- 1. Title
- 2. Minimum Adult Award Wage
- 3. Arrangement
- 4. Area
- 5. Scope
- 6. Definitions

#### PART 2 – EMPLOYMENT RELATIONSHIP

- 7. Contract of Employment
- 8. Flexible Working Arrangement Requests
- 9. Introduction of Change
- 10. Termination of employment
- 11. Redundancy

#### PART 3 – HOURS

- 12. Hours
- 13. Overtime

#### PART 4 – WAGES AND ALLOWANCES

14. Wages and Allowances
15. Penalty Rates
16. Higher duties
17. Fares and Travelling
18. Location Allowance
19. Apprentices
20. Supported Wage
21. Payment of Wages
22. Superannuation
23. Savings Provision

#### PART 5 - LEAVE

24. Public Holidays
25. Annual Leave
26. Personal Leave
27. Long Service Leave
28. Bereavement Leave
29. Parental Leave
30. Family and Domestic Violence Leave

#### PART 6 - OTHER

31. Protective Equipment and Uniforms
  32. Records and Right of Entry
  33. Posting of Award and Union Notices
  34. Dispute Resolution Procedure
- Schedule A - Parties to the Award

#### 4. – AREA

- (1) This Award has effect throughout Western Australia.
- (2) This Award also has effect with respect to employers who are connected to the State of Western Australia and their employees while performing work covered by this Award.

Note: For a non-exhaustive list of indicators of when an employer may be connected to the State of Western Australia, see section 3(2) of the *Industrial Relations Act 1979*. Indicators include, but are not limited to, whether the employer is:

- Domiciled or resident in, or has an office or a place of business in, the State; or
- registered, incorporated, or established under a law of the State; or
- the holder of a licence, lease, tenement, permit, or other authority, granted under a law of the State or by a public authority.

#### 5. – SCOPE

- (1) This award applies to employers in the Baking Industry and their employees in the classifications listed in Clause 14 - Wages and Allowances to the exclusion of any other State award.
- (2) This award also applies to:
  - (a) employers that supply labour on an on-hire basis to host employers in respect of on-hire employees employed in the classifications provided in Clause 14 –Wages and Allowances of this award, and those on-hire employees, while engaged in the performance of work covered by this award; and
  - (b) employers that provide group training services for apprentices and/or trainees in the Baking Industry in respect of apprentices and/or trainees employed in one or more of the classifications mentioned in this award, and those apprentices and/or trainees, while engaged by a host employer in the performance of work covered by this award.

- (3) This award does not apply to:
- (a) employers and employees who are subject to the national industrial relations system; and
  - (b) employees who are covered by the *Transport Workers (General) Award*.

#### 6.- DEFINITIONS

- (1) "Assistant" means an employee, not being a Baker, Pastrycook or apprentice, who assists in the operations involved in the making and baking of bread, cakes or pastries, but does not handle, mix, mould or bake dough. Indicative tasks of an Assistant include sweeping up, scrubbing tables, greasing tins, sifting and emptying flour, pre-heating ovens, packaging products, preparing and weighing ingredients, papering tins, washing utensils, labelling, simple icing and piping, operating machines and other similar work.
- (2) "Bakehouse" means any establishment exclusively or principally manufacturing, making, baking or ornamenting bread, yeast goods, cakes, pies, pastries, pastry products or sponge goods for resale in another business.
- (3) "Baker" means an employee who is competent by training and experience to perform and who may be required to perform any or all of the operations involved in the baking of bread. Such operations, without limiting the definition, include the mixing, handling, moulding or baking of dough. Provided that such a baker may be required by the employer to perform any general work in connection with the bakehouse.
- (4) "Baking Industry" means the manufacturing, making and baking of bread, yeast goods, cakes, pies, pastries, pastry products and sponge goods for sale and includes bakeries, patisseries and bakehouses.
- (5) "Cake Decorator" means a person skilled in the art and employed in decorating and ornamenting cakes.
- (6) "Leading Hand" means an employee who has charge of the work and of one or more employees, including apprentices. Where an employer is himself substantially engaged in doing the actual work of an operative employee and also exercising supervision of the work in the bakehouse, they may be classed as a Leading Hand, but not otherwise.
- (7) "Modern Award" means the *Food, Beverage and Tobacco Manufacturing Award 2020* made under the *Fair Work Act 2009* (Cth).
- (8) "Pastrycook" means an employee other than an Assistant, Baker or apprentice who is employed in manufacturing, making, baking or ornamenting cakes, pastry, sponge goods and yeast goods for sale.
- (9) "Single Hand Baker" means a Baker who is employed in a bakehouse where there is no other person regularly employed in the mixing, handling or baking of dough, except where the employer regularly and substantially works in the bakehouse.
- (10) "Single Hand Pastrycook" means a tradesperson pastrycook employed in a bakehouse where there is no other tradesperson pastrycook employed.

#### 7. - CONTRACT OF EMPLOYMENT

- (1) An employer may engage an employee on either a full time, part time or casual basis subject to the terms of this Award. On engagement the employer must notify the employee in writing whether the employment is full time, part-time or casual and if the employment is for a fixed term, the end date of the fixed term.
- (2) Part-time employees are entitled to be paid the ordinary hourly rate for their classification in respect of all hours worked by the employee

- (3) A part time employee shall receive payment for wages, annual leave, personal leave and long service leave on a pro-rata basis in the same proportion as the number of hours regularly worked each week bears to 38 hours.
- (4) **Casual Employment**
- (a) “Casual employee” means an employee determined to be a casual employee in accordance with s 7B of the *Industrial Relations Act 1979* (WA).
  - (b) At the time of engagement an employee must be notified in writing that the engagement is on a casual basis.
  - (c) A casual employee may be engaged for not more than 38 ordinary hours per week nor more than 7.6 hours in one day.
  - (d) Where this award refers to a penalty rate, overtime rate or shift loading, that rate or loading, for a casual employee, will be calculated on the ordinary hourly rate before the casual loading is applied.
  - (e) Work performed by casual employees in excess of the hours specified in clause (c) shall be paid for at overtime rates of pay.
  - (f) The minimum period of engagement for a casual employee shall be 3 consecutive hours on any day.
  - (g) The period of notice an employer or employee is to give to terminate casual employment is one hour. If the required period of notice is not given by the employer, one hour’s wages must be paid in lieu of notice.
- (5) An employer may direct an employee to carry out such duties and to use such tools and equipment as are within the limits of the employee’s skills, competence and training provided that such duties are not designed to promote deskilling and are consistent with the employer’s obligation to provide a safe and healthy workplace.
- (6) **Standing Down of Employees**
- (a)
    - (i) The employer is entitled to deduct payment for any day or part of a day on which an employee (including an apprentice) cannot be usefully employed because of industrial action by the union party to this award, or by any other association or union.
    - (ii) If an employee is required to attend for work on any day but because of failure or shortage of electric power work is not provided, such employee must be entitled to two hours’ pay and further, where any employee commences work the employee must be provided with four hours’ employment or be paid for four hours’ work.
  - (b) The provisions of subclause (6)(a) of this clause also apply where the employee cannot be usefully employed through any cause which the employer could not reasonably have prevented but only if, and to the extent that, the employer and the union concerned so agree.

## 8. - FLEXIBLE WORKING ARRANGEMENT REQUESTS

Employees may make a request for a flexible working arrangement in accordance with s 39F and s 39G of the *Minimum Conditions of Employment Act 1993* (WA). Any such request must be dealt with and determined in accordance with Part 4A of the *Minimum Conditions of Employment Act 1993* (WA).

## 9. - INTRODUCTION OF CHANGE

(1) Employer's Duty to Notify

- (a) Where an employer has made a definite decision to introduce major changes in production, programme, organisation, structure or technology that are likely to have "significant effect" on employees, the employer must notify the employees who may be affected by the proposed changes and their 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 the restructuring of jobs. Provided that where the award makes provision for alteration of any of the matters referred to herein an alteration must be deemed not to have "significant effects".

(2) Employer's Duty to Discuss Change

- (a) The employer must discuss with the employees affected and their union, the introduction of the changes referred to in subclause (1) of this clause among other things, the effects the changes are likely to have on employees, measures to avoid or minimise the adverse effects of such 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 soon as is practicable after a definite decision has been made by the employer to make the changes referred to in subclause (1) of this clause.
- (c) For the purpose of such discussion, the employer must provide in writing to the employees concerned and their union, all relevant information about the changes including the nature of the changes proposed; the expected effect of the changes on employees and other matters likely to affect employees provided that any employer must not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

10. - TERMINATION OF EMPLOYMENT

(1) An employer must give the employee written notice of termination in accordance with the following table:

<b>Period of continuous service with employer</b>	<b>Period of notice</b>
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

- (2) Employees over 45 years of age with two or more years of continuous service at the time of termination, shall receive an additional week's notice.
- (3) Where the relevant notice is not provided, the employee shall be entitled to payment in lieu. Provided that employment may be terminated by part of the period of notice and part payment in lieu.
- (4) 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:
  - (a) the employee's ordinary hours of work (even if they are not standard hours); and
  - (b) the amounts ordinarily payable to the employee in respect of those hours, including for example, allowances, loadings and penalties; and
  - (c) any other amounts payable under the employee's contract of employment.

- (5) The period of notice in this clause shall not apply in the case of dismissal for serious misconduct, that is, misconduct of a kind such that it would be unreasonable to require the employer to continue the employment during the notice period.
- (6) (a) For the purpose of this clause continuity of service is not broken on account of -
- (i) any interruption or termination of the employment by the employer if such interruption or termination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence;
  - (ii) any absence from work for which an employee is entitled to claim leave as prescribed by this award or on account of leave lawfully granted by the employer; or
  - (iii) any absence with reasonable cause, proof whereof must be upon the employee.
- (b) Service by the employee with a business which has been transferred from one employer to another and the employee's service has been deemed continuous in accordance with the *Long Service Leave Act 1958 (WA)* also constitutes continuous service for the purpose of this clause.
- (7) Notice of Termination by Employee: The notice required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned.
- (8) Time Off During Notice Period
- Where an employer has given notice of termination to an employee who has completed one month's continuous service, that employee is, for the purpose of seeking other employment, entitled to be absent from work up to a maximum of 8 hours without deduction of pay. The time off must be taken at times that are convenient to the employee after consultation with the employer.
- (9) Statement of Employment
- The employer must, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of employment and the classification or the type of work performed by the employee.
- (10) Except for subclause (9), this clause does not apply to casual employees.

## 11. - REDUNDANCY

- (1) Discussions Before Terminations
- (a) Where an employer had made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision may lead to termination of employment, the employer must hold discussions with the employees directly affected and with their union.
  - (b) The discussion must take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of paragraph (a) of this subclause and must cover among other things, any reasons for the proposed termination, measures to avoid or minimise the termination and measures to minimise any adverse affect of any terminations on the employees concerned.
  - (c) For the purpose of such discussion the employer must provide in writing to the employees concerned and their union, all relevant information about the proposed terminations including the reasons for the proposed termination, the number and categories of employees likely to be affected and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer must not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.



(2) Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in subclause (1)(a) of this clause the employee must be entitled to the same period of notice of transfer as the employee would have been entitled to had the employment been terminated, and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary weekly rate of wage and the new lower ordinary weekly rate of wage for the number of weeks of notice still owing.

(3) Severance Pay

(a) Employers who engage 15 or more employees at the time of any redundancies

In addition to the period of notice prescribed in subclause (1) and (2) of clause 10 - Termination of this award and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in subclause (1)(a) of this clause is entitled to the following amount of severance pay in respect of a continuous period of service.

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year but less than 2 years	4 weeks
2 years but less than 3 years	6 weeks
3 years but less than 4 years	7 weeks
4 years but less than 5 years	8 weeks
5 years but less than 6 years	10 weeks
6 years but less than 7 years	11 weeks
7 years but less than 8 years	13 weeks
8 years but less than 9 years	14 weeks
9 years but less than 10 years	16 weeks
10 years and over	12 weeks

"Weeks pay" means the ordinary weekly rate of wage for the employee concerned.

(b) Employers who engage less than 15 employees at the time of any redundancies:

In addition to the period of notice prescribed in subclause (1) and (2) of clause 10 - Termination of this award and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in subclause (1)(a) of this clause is entitled to the following amount of severance pay in respect of a continuous period of service.

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year but less than 2 years	4 weeks
2 years but less than 3 years	6 weeks
3 years but less than 4 years	7 weeks
4 years and over	8 weeks

"Weeks pay" means the ordinary weekly rate of wage for the employee concerned.

(c) For the purpose of this clause continuity of service is not broken on account of:

- (i) Any interruption or termination of the employment by the employer if such interruption or termination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence;
- (ii) Any absence from work on account for which an employee is entitled to paid leave as prescribed by this award or on account of leave lawfully granted by the employer; or

(iii) Any absence with reasonable cause, proof whereof must be upon the employee.  
Provided that in the calculation of continuous service under this subclause any time in respect of which an employee is absent from work except time for which an employee is entitled to claim paid leave as prescribed by this award must not count as time worked.

(d) Service by the employee with a business which has been transferred from one employer to another and the employee's service has been deemed continuous in accordance with the *Long Service Leave Act 1958 (WA)* also constitutes continuous service for the purpose of this clause.

(4) Employee Leaving During Notice

An employee whose employment is to be terminated for reasons set out in subclause (1)(a) of this clause may terminate employment during the period of notice and, if so, must be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

(5) Alternative Employment

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

(6) Time Off During Notice Period

(a) During the period of notice of termination of employment given by an employer, an employee whose employment is to be terminated for reasons set out in subclause (1)(a) of this clause is, for the purpose of seeking other employment, entitled to be absent from work during each week of notice up to a maximum of one day without deduction of pay.

(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 must, at the request of the employer, be required to produce proof of attendance at an interview or the employee must not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

(7) Notice to Centrelink

Where a decision has been made to terminate the services of 15 or more employees in the circumstances outlined in subclause (1)(a) of this clause, the employer must notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

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

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

(9) Employees Exempted

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

(10) Incapacity to Pay

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

## 12. – HOURS

- (1) The ordinary hours of work shall be an average of 38 per week to be worked on one of the following basis:
  - (a) 38 hours within a work cycle not exceeding seven consecutive days; or
  - (b) 76 hours within a work cycle not exceeding 14 consecutive days; or
  - (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
  - (d) 152 hours within a work cycle not exceeding 28 consecutive days.
- (2)
  - (a) The ordinary hours of work shall be worked in no more than 5 shifts with a maximum of 10 ordinary hours in any one shift.
  - (b) The 5 shifts referred to in subclause (a) shall be worked on consecutive days and at least one of the days not worked in a 7 day cycle must be Saturday or Sunday.
- (3) The ordinary daily working hours shall be worked continuously except for meal breaks and rest periods.
- (4) A meal break of not less than 30 minutes shall be allowed to each employee such that an employee shall not be compelled to work for more than 5 hours without a meal break.
- (5) Where a shift exceeds four hours, an employee is entitled to a rest period of not less than 10 minutes, counted as time worked, taken at a time that is convenient to the employer.
- (6) Employees are entitled to a break of 10 consecutive hours between successive shifts.
- (7) At least 7 days prior the commencement of a weekly roster period, the employer must provide the weekly roster to employees, showing the time each employee is to commence work on each shift during that week for which they are rostered. The roster may be provided in an electronic form that is readily accessible to employees.

## 13. - OVERTIME

- (1) All time worked on any day or in any week in excess of or outside the weekly ordinary hours prescribed under Clause 12 shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- (2) All overtime worked on a Sunday shall be paid at the rate of double time.
- (3) In the computation of overtime rates, each day shall stand alone.
- (4) Notwithstanding anything contained in this award –
  - (a) Subject to the provisions of Part 2A of the *Minimum Conditions of Employment Act 1993 (WA)*, an employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.
  - (b) No organisation, party to this award, or employee covered by this award, shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.
- (5) For the purposes of any calculations necessary under this award:-
  - 8 to 22 minutes shall be deemed 1/4 hour
  - 23 to 37 minutes shall be deemed 1/2 hour
  - 38 to 52 minutes shall be deemed 3/4 hour

53 to 67 minutes shall be deemed one hour

- (6) (a) An employee required to work overtime for two hours or more shall be supplied with a meal by their employer or paid an allowance equal to the amount specified in clause 20.3(a) of the Modern Award as varied from time to time.
- (b) If the amount of overtime required to be worked necessitates a second or subsequent meal, the employer shall provide such meal or pay an amount equal to the amount specified in clause 20.3(a) of the Modern Award as varied from time to time for each such meal.
- (c) An employee called on to work for more than five hours after commencing work who has not been granted a meal break shall be paid at overtime rates until the meal break is granted or until the end of the shift, whichever is earlier.
- (d) The provisions of paragraphs (a) and (b) of this subclause do not apply:
- (i) in respect of any period of overtime for which the employee has been notified on the previous day or earlier that they will be required, or
- (ii) to any employee who lives in the locality in which the place of work is situated in respect of any meal for which they can reasonably go home.
- (7) (a) An employee (other than a casual employee) who works so much overtime between the end of their ordinary hours on one day and the commencement of their ordinary hours on the next day that they have not had at least 10 consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (b) If, on the instructions of the employer, such employee resumes or continues work without having had such 10 consecutive hours off duty, they shall be paid at double rates until they are released from duty for such period and the employee shall then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

#### 14. – WAGES and allowances

- (1) The minimum weekly ordinary wages payable under this award are:

Classification	Award Rate
	\$
Doughmaker	1053.70
Single Hand Baker	1053.70
Single Hand Pastrycook	1034.10
Baker	1032.70
Pastrycook	1031.20
Cake Decorator	975.30
Assistant	953.00

- (2) A casual employee shall be paid an hourly rate equal to 1/38<sup>th</sup> of the ordinary rate for the relevant classification in which they are employed plus 25% casual loading. A casual employee is entitled to a minimum payment of 2 hours for any single shift.
- (2) In addition to the total wage prescribed in this clause a Leading Hand shall be paid an allowance equal to the applicable percentage of the weekly rate for a Doughmaker, rounded to the nearest 10 cents, as set out below:

- |   | % of Dough maker rate |
|---|-----------------------|
| (i) if placed in charge of less than four other employees (per week)          | 2.7                   |
| (ii) if placed in charge of four but less than ten other employees (per week) | 4.4                   |
| (iii) if placed in charge of ten and less other employees (per week)          | 6.8                   |
| (iv) if placed in charge of 20 or more other employees (per week)             | 8.8                   |
- (5) **Laundry Allowance**  
Where the employer requires uniforms to be worn they shall be supplied, laundered and remain the property of the employer, provided that in lieu of the employer laundering the same, the employee shall be paid \$5 per week towards the costs of laundering.
- (6) **Employees aged under 21**
- (i) Employees aged under 21 shall be paid the following percentages of the appropriate adult rate for the work upon which they are engaged.
- |                                | %   |
|--------------------------------|-----|
| Under 16 years of age          | 45  |
| Between 16 and 17 years of age | 60  |
| Between 17 and 18 years of age | 70  |
| Between 18 and 19 years of age | 80  |
| Between 19 and 20 years of age | 90  |
| Between 20 and 21 years of age | 100 |
- (ii) If an employee aged under 21 has completed an apprenticeship in the Baking industry, and is employed as a tradesperson, they are entitled to be paid the adult tradesperson rate of pay.

#### 15. PENALTY RATES

- (1) For working ordinary hours (other than on a Public Holiday) an employee shall be paid the following rates expressed as a percentage of the ordinary hourly rate applicable between 6:01 a.m. and 6:00 p.m. on any day of the week, other than Saturday or Sunday:

	Midnight to 6:00 a.m.	6:01 a.m. to 6:00 p.m.	6:01 pm to midnight
Monday to Friday inclusive	136%	100%	136%

- (2) All work performed on Saturdays shall be paid at the rate of time and half.
- (3) All work performed on Sundays shall be paid at the rate of double time.
- (4) Where an employee is required to work on a public holiday as prescribed by this award, the employee shall be paid at the rate of time and a half for the first 7.6 hours of work and double time thereafter, with a minimum payment of 4 hours at double time and half.
- (5) Payment of the rates prescribed in this clause shall only be for each hour worked in the specified time periods and shall not be cumulative with overtime penalties.

## 16. - HIGHER DUTIES

Employees called upon to perform duties for which a higher rate is prescribed than that which they are in receipt of, shall be paid such higher rate for such time as they are actually performing such higher duties, if so employed for less than four hours and, if employed for four hours or more, they shall receive a day's pay at such higher rate.

## 17. – FARES AND TRAVELLING TIME

An employee relieving in any location outside the town or city of their ordinary place of work shall be paid their reasonable cost of transport including travelling expenses from the employee's home to the place of work and return.

## 18. - LOCATION ALLOWANCES

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

TOWN	PER WEEK
Agnew	\$25.90
Argyle	\$70.00
Balladonia	\$27.20
Barrow Island	\$45.60
Boulder	\$11.10
Broome	\$41.90
Bullfinch	\$12.10
Carnarvon	\$21.50
Cockatoo Island	\$45.80
Coolgardie	\$11.10
Cue	\$26.70
Dampier	\$36.50
Denham	\$21.50
Derby	\$43.50
Esperance	\$7.40
Eucla	\$29.10
Exmouth	\$38.50
Fitzroy Crossing	\$52.90
Halls Creek	\$61.40
Kalbarri	\$9.40
Kalgoorlie	\$11.10
Kambalda	\$11.10
Karratha	\$44.10
Koolan Island	\$45.80
Koolyanobbing	\$12.10
Kununurra	\$70.00
Laverton	\$26.60
Learmonth	\$38.50
Leinster	\$25.90
Leonora	\$26.60
Madura	\$28.20
Marble Bar	\$68.20
Meekatharra	\$23.10
Mount Magnet	\$29.00

Mundrabilla	\$28.70
Newman	\$24.90
Norseman	\$23.30
Nullagine	\$68.10
Onslow	\$45.60
Pannawonica	\$33.90
Paraburdoo	\$33.80
Port Hedland	\$36.40
Ravensthorpe	\$13.60
Roebourne	\$50.80
Sandstone	\$25.90
Shark Bay	\$21.50
Southern Cross	\$12.10
Telfer	\$62.50
Teutonic Bore	\$25.90
Tom Price	\$33.80
Whim Creek	\$43.60
Wickham	\$42.00
Wiluna	\$26.10
Wyndham	\$65.40

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

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

(3) Where an employee:

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

such employee shall be paid 66 2/3 per cent of the allowances prescribed in subclause (1) of this clause.

(4) Subject to subclause (2) of this clause, junior employees, casual employees, part time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.

(5) Where an employee is on annual leave or receives payment in lieu of annual leave they shall be paid for the period of such leave the location allowance to which they would ordinarily be entitled.

(6) Where an employee is on long service leave or other approved leave with pay (other than annual leave) they shall only be paid location allowance for the period of such leave they remain in the location in which they are employed.

(7) For the purposes of this clause:

- (a) "Dependant" shall mean -
  - (i) a spouse or defacto partner; or
  - (ii) a child where there is no spouse or defacto partner;

who does not receive a location allowance or who, if in receipt of a salary or wage package, receives no consideration for which the location allowance is payable pursuant to the provisions of this clause.

- (b) “Partial Dependant” shall mean a “dependant” as prescribed in paragraph (a) of this subclause who receives a location allowance which is less than the location allowance prescribed in subclause (1) of this clause or who, if in receipt of a salary or wage package, receives less than a full consideration for which the location allowance is payable pursuant to the provisions of this clause.
- (8) Where an employee is employed in a town or location not specified in this clause the allowance payable for the purpose of subclause (1) of this clause shall be such amount as may be agreed between Australian Mines and Metals Association, the Chamber of Commerce and Industry of Western Australia and UnionsWA or, failing such agreement, as may be determined by the Commission.
- (9) Subject to the making of a General Order pursuant to s 50 of the Act, that part of each location allowance representing prices shall be varied from the beginning of the first pay period commencing on or after the 1st day in July of each year in accordance with the annual percentage change in the Consumer Price Index (excluding housing) for Perth, measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.

#### 19. - APPRENTICES

- (1) The maximum number of apprentices allowed to any employer shall be in the proportion of one to every four or fraction of four trade qualified employees employed. Provided that the employer who is bona fide working as a baker shall be regarded as a trade qualified employee permanently employed.
- (2) Apprentices shall, with the approval of the employer and the union, be interchangeable between bakeries for the purpose of experience and their services shall be deemed to be continuous for Long Service Leave and all other benefits, provided they return to their original employer.
- (3) Apprentices (percentage of the Baker’s rate per week)

Four year term:	%
-----------------	---

First year	42
Second year	55
Third year	75
Fourth year	88

Three and a half year term:

First six months	42
Next following year	55
Next following year	75
Final year	88

Three year term:

First year	55
Second year	75
Final year	88

#### 20. - SUPPORTED WAGE SYSTEM

- (1) Definitions



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* (Cth), 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](http://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.

(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.

(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 the amount set by the Western Australian Industrial Relations Commission under s 50A(1)(a)(iii) of the *Industrial Relations Act 1979* (WA).
- (c) Where an employee’s assessed capacity is 10%, they must receive a high degree of assistance and support.

(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.
- (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.
- (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.
- (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.
- (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 redesign of job duties, working time arrangements and work organisation in consultation with other employees in the area.
- (9) Trial Period
- (a) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 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 the amount set by the Western Australian Industrial Relations Commission under s 50A(1)(a)(iii) of the *Industrial Relations Act 1979* (WA).
  - (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 subclause (4) – Assessment of Capacity.

## 21. - PAYMENT OF WAGES

- (1) Each employee shall be paid the appropriate rate shown in Clause 14. – Wages and Allowances of this award. Subject to subclause (2) of this clause payment shall be pro-rata where less than the full week is worked.
- (2) Wages shall be paid as follows:
  - (a) Actual ordinary hours:  
In the case of an employee whose ordinary hours of work are such that the employee works the same number of ordinary hours each week, wages shall be paid weekly or fortnightly according to the actual ordinary hours worked each week or fortnight.
  - (b) Average of ordinary hours:  
Subject to subclauses (3) hereof, in the case of an employee whose ordinary hours of work are averaged during a particular work cycle, wages shall be paid weekly or fortnightly according to a weekly average of ordinary hours worked even though more or less ordinary hours may be worked in any particular week of the work cycle.
- (3) Method of Payment:  
  
An employee may be paid wages by cash or electronic transfer into a bank or building society account specified by the employee. Where wages continue are paid in cash, payment may be made during the employee's time, provided that the employee is kept waiting no longer than 15 minutes.
- (4) Payslips:  
  
The employer must provide pay slips in accordance with s 49DA of the *Industrial Relations Act 1979* (WA) and the *Industrial Relations (General) Regulations 1997* (WA).
- (5) Calculation of Hourly Rate:  
  
The ordinary rate per hour shall be calculated by dividing the appropriate weekly rate by 38.

## 22. – SUPERANNUATION

- (1) The *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth) deals with the superannuation rights and obligations of employers and employees.
- (2) The employer must make superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.
- (3) The employee shall be entitled to nominate the complying superannuation fund or scheme to which contributions are to be made by or in respect of the employee.
- (4) The employer shall notify the employee of the entitlement to nominate a complying superannuation fund or scheme as soon as practicable.
- (5) The employee and employer shall be bound by the nomination of the employee unless the employee and employer agree to change the complying superannuation fund or scheme to which contributions are to be made.
- (6) The employer shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by an employee.

## 23. - SAVINGS PROVISION

- (1) This clause applies to employees who were employed by an employer bound by this award as at [XXXX].
- (2) If an employee was entitled to receive a rate of pay, allowance or benefit under the award which applied to the employee immediately prior to [date] which is greater than the rate of pay, allowance or benefit contained in this award, the employee shall continue to be entitled to be paid the greater rate of pay or allowance and to receive the greater benefit.

#### 24. – PUBLIC HOLIDAYS

- (1) An employee is entitled to be absent from work without loss of pay on a day or part of a day that is a public holiday mentioned in Schedule 1 of the *Minimum Conditions of Employment Act 1993 (WA)*. Provided that another day may be taken as a holiday by written agreement between the parties in lieu of any of the days mentioned in Schedule 1 of the *Minimum Conditions of Employment Act 1993 (WA)*. Such agreement must be signed by the employer and the employee.
- (2) When any of the days mentioned in paragraph (a) hereof other than Easter Sunday falls on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.
- (3) An employer may request that an employee work on a day or part day that is a public holiday if the request is reasonable. The employee may refuse the request if it is not reasonable, or the refusal is reasonable. The factors which determine whether a request or refusal are reasonable are set out in s 30 of the *Minimum Conditions of Employment Act 1993 (WA)*.
- (4) When work is performed on any of the days mentioned in paragraph (a) the employee shall be paid at the rate of double time and a half for all hours worked.
- (5)
  - (a) At the request of an employee who works on any prescribed public holiday, and with the agreement of the employer, paid time off in lieu of payment for the work done may be taken. Such time off in lieu, when taken during ordinary hours, shall compensate for the penalty premium at which the time off in lieu accrued. For example, two and one half ordinary hours compensates for one hour of double and one half time.
  - (b) The taking of paid time off in lieu of payment for work done on any prescribed public holiday shall be agreed at the time of the employee accepting the offer to work on the public holiday otherwise payment in accordance with paragraph (4) of this subclause shall be made.
  - (c) Subject to the limitations imposed by paragraphs (a) and (b) of this subclause, part payment and part paid time off in lieu of payment for work done on any prescribed holiday may be agreed between the employee and employer.

#### 25. – ANNUAL LEAVE

- (1) Annual leave is provided for in the *Minimum Conditions of Employment Act 1993 (WA)*.
- (2)
  - (a) During a period of annual leave an employee shall be paid a loading being the greater of:
    - (i) 17.5% calculated on the employee's ordinary wage as prescribed; or
    - (ii) The penalty loadings prescribed by clause 15 - Penalty Rates for shifts which the employee would have been rostered to work had the employee not been on leave during the relevant period.

- (b) The loading prescribed by this subclause shall not apply to proportionate leave on termination.
- (3) The provisions of this clause shall not apply to casual employees.

#### 26. - PERSONAL LEAVE

- (1) Personal leave is as provided for in the *Minimum Conditions of Employment Act 1993* (WA).
- (2) If an employee is absent on the ground of personal ill health or injury for a period longer than their entitlement to paid personal leave, payment may be adjusted at the end of the relevant 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.
- (3)
  - (a) Subject to the provisions of this subclause an employee who suffers personal ill health or injury during the time when the employee is absent on annual leave may apply for and the employer shall grant paid personal leave in place of paid annual leave.
  - (b) Application for replacement shall be made within seven days of resuming work and then only if the employee was confined to their place of residence or a hospital as a result of personal ill health or injury for a period of seven consecutive days or more and the employee produces a certificate from a registered medical practitioner that the employee was so confined.
  - (c) Replacement of paid annual leave by paid personal leave shall not exceed the period of paid personal leave to which the employee was entitled at the time the employee proceeded on annual leave and shall not be made with respect to fractions of a day.
  - (d) Where paid personal leave has been granted by the employer in accordance with paragraphs (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid personal leave is hereby replaced by the paid personal leave.
  - (e) Payment for replaced annual leave shall be at the rate of wage applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in clause 25 - Annual Leave shall be deemed to have been paid with respect to the replaced annual leave.
- (4) Where a business has been transferred from one employer to another and the employee's employment has been deemed continuous in accordance with the *Long Service Leave Act 1958* (WA), the paid personal leave standing to the credit of the employee at the date of transfer from service with the old employer shall stand to the credit of the employee at the commencement of service with the new employer and may be claimed in accordance with the provisions of this clause.
- (4) Other than the entitlement to unpaid carer's leave, the provisions of this clause do not apply to casual employees

#### 27. - LONG SERVICE LEAVE

The provisions of the *Long Service Leave Act 1958* (WA) shall be deemed to be part of this award.

#### 28. - BEREAVEMENT LEAVE

Bereavement leave is as provided for in the *Minimum Conditions of Employment Act 1993* (WA).

#### 29. - PARENTAL LEAVE

Parental leave is as provided for in accordance with Division 5 of Part 2-2 of the *Fair Work Act 2009* (Cth).

#### 30. - FAMILY AND DOMESTIC VIOLENCE LEAVE

Family and domestic violence leave is as provided for in Division 7 of Part 2-2 of the *Fair Work Act 2009* (Cth) and the *Minimum Conditions of Employment Act 1993* (WA).

### 31.- PROTECTIVE EQUIPMENT AND UNIFORMS

- (1) Each employer shall be required to provide suitable accommodation for employees to change their working clothes and suitable washing facilities.
- (2) Where the conditions of work are such that employees are unable to avoid their clothing becoming excessively wet or dirty, they shall be supplied with suitable protective clothing or materials. Such protective clothing or materials shall remain the property of the employer and shall be returned when required in good order and condition, fair wear and tear excepted.

### 32. - RECORDS AND RIGHT OF ENTRY

- (1) 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* (WA) and section 26 of the *Long Service Leave Act 1958* (WA).
- (2) Conditions regarding right of entry by authorised representatives of the union are dealt with in Part II, Division 2G Right of entry and inspection by authorised representatives of the *Industrial Relations Act 1979* (WA).

### 33. - POSTING OF AWARD AND UNION NOTICES

- (1) An employer shall provide a notice board of reasonable dimensions to be erected in a prominent position in the employer's establishment upon which an accredited union representative shall be permitted to post union notices.
- (2) A copy of this award shall be allowed to be posted on the notice board referred to in subclause (1) of this clause or provided to employees by electronic means.

### 34. - DISPUTE RESOLUTION PROCEDURE

Any questions, disputes or claims arising in relation to this award, or in relation to employment generally shall be dealt with in the following manner:

- (1) In the first instance all the facts of the dispute matter or grievance will be discussed without delay between the employee/s concerned and the appropriate supervisor/s. The appropriate Shop Steward/s to be present if requested by the employee/s.
- (2) If not settled, the matter shall be discussed between an accredited Union Representative and the delegated Officer of the employer.
- (3) If agreement has not then been reached, the matter shall be discussed between a Management Representative of the employer and an appropriate Official of the Union.
- (4) If the matter is still not settled, it shall be submitted to the Western Australian Industrial Relations Commission for decision which shall, subject to any appeal in accordance with the *Act*, be final.
- (5) Until the matter is determined, work shall continue in accordance with the pre-dispute conditions. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.
- (6) The parties will co-operate to ensure that these procedures are carried out expeditiously.
- (7) In the event of a work stoppage, such employees as are necessary shall, where appropriate, complete production in process to avoid spoilage and clean the plant according to hygiene requirements before stopping work.

SCHEDULE A - PARTIES TO THE AWARD

The following organisation is a party to this award:

United Workers Union (WA)