**WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION**

Application No. APPL 58 OF 2022

**COMMISSION’S OWN MOTION PURSUANT TO SECTION 40B TO REVIEW THE *FARM EMPLOYEES' AWARD 1985***

NOTICE is given by the Commission’s Own Motion pursuant to section 40B of the *Industrial Relations Act 1979* (WA) (**IR Act**) of the Commission’s intention to vary the *Farm Employees' Award 1985*.

Under section 40B(1) of the IR Act, the Commission has power, of its own motion, to vary the Award for any one or more of the following purposes:

(a) to ensure that the award does not contain wages that are less than the minimum award wage as ordered by the Commission under section 50A;

(b) to ensure that the award does not contain conditions of employment that are less favourable than those provided by the [*Minimum Conditions of Employment Act 1993*];

(c) to ensure that the award does not contain provisions that discriminate against an employee on any ground on which discrimination in work is unlawful under *the Equal Opportunity Act 1984*;

(d) to ensure that the award does not contain provisions that are obsolete or need updating;

(e) to ensure that the award is consistent with the facilitation of the efficient organisation and performance of work according to the needs of an industry and enterprises within it, balanced with fairness to the employees in the industry and enterprises.

The proposed variations are published in the annexed table.

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

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 **Monday, 1 May 2023 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@wairc.wa.gov.au.

S. BASTIAN

REGISTRAR

28 MARCH 2023

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| **Current Award** | **Proposed variations** |
| 1. – TITLEThis award shall be known as the "Farm Employees'" Award, 1985 and replaces Award No. 6 of 1946 as varied, consolidated and varied. | 1. – TITLEThis award shall be known as the Farm Employees’ Award. |
| 1B. – MINIMUM ADULT AWARD WAGE (1) No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.(2) The minimum adult award wage for full-time employees aged 21 or more working under an award that provides for a 38 hour week is $819.90 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 $819.90 by 38 and multiply by the number of ordinary hours prescribed for a full-time employee under the award. The minimum adult award wage is payable on and from the commencement of the first pay period on or after 1 July 2022.(3) The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case decisions.(4) Unless otherwise provided in this clause adults aged 21 or more employed as casuals, part-time employees or piece workers or employees who are remunerated wholly on the basis of payment by result, shall not be paid less than pro rata the minimum adult award wage according to the hours worked.(5) Employees under the age of 21 shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award (if applicable) to the minimum adult award wage, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.(6) The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or government approved work placement programs or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.(7) Liberty to apply is reserved in relation to any special category of employees not included here or otherwise in relation to the application of the minimum adult award wage. (8) Subject to this clause the minimum adult award wage shall – (a) Apply to all work in ordinary hours.(b) Apply to the calculation of overtime and all other penalty rates, superannuation, payments during any period of paid leave and for all purposes of this award.(9) Minimum Adult Award WageThe rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2022 State Wage order decision. Any increase arising from the insertion of the minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.Increases under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset the minimum wage.(10) Adult Apprentices(a) Notwithstanding the provisions of this clause, the minimum adult apprentice wage for a fulltime apprentice aged 21 years or more working under an award that provides for a 38 hour week is $696.50 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 $696.50 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 2022. (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. | NO VARIATIONS |
| 2. – ARRANGEMENT1. Title 1B. Minimum Adult Award Wage 2. Arrangement 2A. State Wage Principles - September 1989 3. Area and Scope4. Term5. Contract of Service 6. Apprentices 7. Hours 8. Holidays and Annual Leave 9. Absence Through Sickness 10 Record of Wages 11. Bereavement Leave 12. Accommodation 13. Protective Clothing 14. Wages 15. First Aid Kit 16. Representative Interviewing Employees 17. Long Service Leave 18. Liberty to Apply 19. Superannuation Appendix - Resolution of Disputes Requirement Schedule A. - Respondents Schedule B. - Parties to the Award Appendix - S.49B - Inspection Of Records Requirements | 2. – ARRANGEMENTGENERAL1. Title1B. Minimum Adult Award Wage2. Arrangement3. Area and Scope4. Definitions5. Employment Relationship6. ApprenticesHOURS OF WORK7. HoursWAGES AND ALLOWANCES8. Wages9. Trainees10. Superannuation11. Record of Wages12. Accommodation13. Protective ClothingLEAVE14. Personal Leave15. Annual Leave16. Public Holidays17. Bereavement Leave18. Family and Domestic Violence Leave19. Long Service Leave20. Parental LeaveTERMINATION OF EMPLOYMENT21. Termination OTHER22. First Aid Kit23. Rights of Entry24. Dispute ResolutionSchedule A. Respondents Schedule B. Parties to the Award |
| 2A. – STATE WAGE PRINCIPLES - SEPTEMBER 1989It is a term of this award that the union undertakes, for the duration of the Principles determined by the Commission in Court Session in Application No. 1940 of 1989 not to pursue any extra claims, award or overaward except when consistent with the State Wage Principles. | CLAUSE DELETED |
| 3. – AREA AND SCOPEThis award shall apply throughout the State of Western Australia to employees employed:- (a) On farms in connection with the sowing, raising, harvesting and/or treatment of grain, fodder or other farm produce. (b) On farms or properties in connection with the breeding, rearing or grazing of horses, cattle, sheep, pigs or deer; or (c) In clearing, fencing, well sinking, dam sinking or trenching on such farms or properties except employees who are bound by the award of the Australian Conciliation and Arbitration Commission and known as the “Pastoral Industry Award, 1965” as varied or replaced from time to time and the award of the Western Australian Industrial Commission, known as the “State Research Stations, Agricultural Schools and College Workers’” Award No 23 of 1971 as varied, and as varied or replaced from time to time. Provided that this award shall not apply to the land and premises occupied by:-(1) Any institutions declared by proclamation under the “*Aboriginal Affairs Planning Authority, Act, 1972*”;Or(2) Any of the following institutions:- Parkerville Children’s Home Incorporated;Tom Allan Memorial Home for Boys, Weeribee;St Joseph’s Farm and Trades School, Bindoon;Christian Brothers' Agricultural School, Tardun. | NO VARIATIONS |
| 4. – TERMThe term of this award shall be for one year from the beginning of the first pay period commencing on or after the date hereof. | 4. – DEFINITIONS(a) “Apprentice” means an apprentice under the *Vocational Education and Training Act 1996* (WA), or any successor legislation.(b) “Appropriate state legislation” means the *Vocational Education and Training Act 1996* (WA) or its replacement.(c) “Approved training” means training which is specified in the training plan which is part of the training agreement registered with the state training authority. It includes training undertaken both on and off the job, in a traineeship and will involve formal instruction both theoretical and practical, and supervised practice in accordance with a traineeship scheme approved and accredited by the state training authority.(d) “Board and lodging” means a reasonable supply and standard of food together with a reasonable standard of accommodation.(e) “Commission” means the Western Australian Industrial Relations Commission.(f) “Complying superannuation fund or scheme” means a superannuation fund or scheme:(a) that is a complying superannuation fund or scheme within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth), and (b) to which, under the governing rules of the fund or scheme, contributions may be made by or in respect of the employee permitted to nominate a fund or scheme. (g) “Tradesperson" shall mean a person who has satisfactorily completed the approved apprenticeship in a qualification relevant to agriculture or who has been issued with an approved trade certificate and provides proof satisfactory to the employer of such qualification or who has by other means achieved a standard of knowledge deemed by their employer as equivalent thereto and is appointed as such in writing by the employer. (h) “Trainee” means an employee who is undertaking a traineeship.(i) “Traineeship” means a structured employment-based training program approved by the state training authority that leads to the trainee gaining a nationally recognised qualification. Traineeships may be full time or part time (including school based arrangements). (j) “Training contract” means a legally binding agreement between an employer, an apprentice/trainee and their legal guardian, where required, to undertake a traineeship.(k) “Training plan” outlines the training delivery and assessment strategy to be undertaken throughout the training contract. It is developed by the nominated registered training organisation in negotiation with the employer and trainee. (l) “Union” means The Australian Workers’ Union, West Australian Branch, Industrial Union of Workers. |
| 5. – CONTRACT OF SERVICE(a) An employer shall have the option of engaging an employee other than an apprentice either under terms of weekly hiring or as a casual employee. An employee not specifically engaged as a casual employee, shall be deemed to be employed on terms of weekly hiring. A casual employee shall mean an employee engaged and paid as such.(b) If the engagement is on terms of weekly hiring, it shall be terminated only by a week's notice or by payment or forfeiture of one week's pay in lieu of notice by either side. Provided that this clause shall not affect the right of the employer to dismiss an employee without notice for incompetence or misconduct and in such cases wages shall be paid up to the time of dismissal | 5. – EMPLOYMENT RELATIONSHIP5.1 Employees under this award will be employed in one of the following categories:(a) full-time;(b) part-time; or(c) casual.5.2 At the time of engagement an employer will inform each employee of the terms of their engagement and in particular whether they are to be full-time, part-time or casual.5.3 A full-time employee is an employee who is engaged to work an average of 38 hours per week over a 4 week period.5.4 A full-time employee must be provided with a written statement setting out their classification, applicable rate of pay and terms of engagement.5.6 A part-time employee is an employee who:(a) is engaged to work less than an average of 38 hours per week over a 4 week period;(b) has reasonably predictable hours of work; and(c) receives on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.5.7 At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work, specifying at least:(a) the hours worked each day;(b) which days of the week the employee will work; and(c) the actual starting and finishing times each day.5.8 Changes in hours may only be made by agreement in writing between the employer and employee. Any agreed variation to the regular pattern of work will be recorded in writing.5.9 A part-time employee must be paid for ordinary hours worked at the ordinary hourly rate prescribed for the class of work performed.5.10 Subject to Clause 5.11, an employer is required to roster a part-time employee for a minimum of 3 consecutive hours on any shift.5.11 An employer is only required to roster a part-time employee for a minimum of 2 consecutive hours on any shift if all of the following apply:(a) the employee is engaged to perform the work of a dairy operator; and(b) the employee is 18 years of age or younger; and(c) the employee is a full-time secondary school student. |
| 6. – APPRENTICES(1) Apprentices may be taken to the trade of "Farm Tradesman" in the ratio of one apprentice for every two or fraction of two (the fraction not being less than one) "Farm Tradesmen" and shall not be taken in excess of that ratio unless:1. the Union so agrees

Or(ii) the Commission so determines(2) Where an employer or manager usually and customarily works at the trade he may be counted as a "Farm Tradesman" for the purposes of subclause (1) of this clause. | 6. – APPRENTICES(1) Apprentices may be engaged in the ratio of one apprentice for every two or fraction of two (the fraction not being less than one) tradespersons and shall not be engaged in excess of that ratio unless:1. the Union so agrees

Or(ii) the Commission so determines.(2) Where an employer or manager usually and customarily works at the trade they may be counted as a tradesperson for the purposes of subclause (1) of this clause. |
| 7. – HOURSThe hours of work shall be by agreement between the employer and the employee provided that subject to necessary attention to stock, all employees shall be allowed one full day off each week. | 7. – HOURSThe hours of work will be by agreement between the employer and the employee provided that:(a) such agreement complies with Part 2A of the *Minimum Conditions of Employment Act 1993* (WA); and(b) subject to necessary attention to stock, all employees must be allowed one full day off each week. |
| 8. – HOLIDAYS AND ANNUAL LEAVE(1) (a) The following days or the days observed in lieu shall be allowed as holidays without deduction of pay, namely:-New Year's Day Labour DayAustralia Day Foundation DayGood Friday Sovereign's BirthdayEaster Monday Christmas DayAnzac Day Boxing DayProvided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in this subclause.(b) Where(i) a day is proclaimed as a public holiday or as a public half holiday under section 7 of the Public and Bank Holidays Act, 1972; and(ii) that proclamation does not apply throughout the State or to the Metropolitan area of the State,that day shall be a public holiday, or as the case may be, a public half holiday for the purpose of this award within the district or locality specified in the proclamation.(c) When any of the days mentioned in paragraph (a) of this subclause falls on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday.In each case the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.(2) On any public holiday not prescribed as a holiday under this award, the employer's establishment or place of business may be closed, in which case an employee need not present himself for duty and payment may be deducted, but if work be done ordinary rates of pay shall apply.(3) (a) When an employee is off duty owing to leave without pay or sickness, including accidents on or off duty, except time for which he is entitled to claim sick pay, any holiday falling during such absence shall not be treated as a paid holiday.(b) Any employee absenting himself from work, without reasonable cause, on the ordinary working day preceding or the ordinary working day succeeding a holiday provided for herein shall not be entitled to payment for such holiday.(4) Except as hereinafter provided a period of four consecutive weeks leave with payment of ordinary wages as prescribed shall be allowed annually to an employee by the employer after a period of twelve months continuous service with such employer.(5) (a) During a period of annual leave an employee shall be paid a loading of 17 1/2% of the rate of wage prescribed in Clause 14. - Wages of this award.(b) The loading prescribed by this subclause shall not apply to proportionate leave on termination.(6) If any award holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to that period one day, being an ordinary working day, for each such holiday observed as aforesaid.(7) Any time in respect of which an employee is absent from work, except time for which he is entitled to claim sick pay, or time spent on holidays, annual leave or long service leave as prescribed by this award, shall not count for the purpose of determining his right to annual leave.(8) In special circumstances and by mutual consent of the employer, the employee, and the Union, annual leave may be taken in not more than two periods.(9) (a) If after one month's continuous service in any qualifying twelve monthly period an employee leaves his employment or his employment is terminated by the employer through no fault of the employee, the employee shall be paid one third of a week's pay at his ordinary rate of wage in respect of each completed month of service.(b) In addition to any payment to which he may be entitled under paragraph (a) of this subclause, an employee whose employment terminates after he has completed a twelve monthly qualifying period and who has not been allowed the leave prescribed under this award in respect of that qualifying period shall be given payment in lieu of that leave or unless:-(i) he has been justifiably dismissed for misconduct;(ii) the misconduct for which he has been dismissed occurred prior to the completion of that qualifying period.(10) The provisions of this clause do not apply to casual employees. | 8. – WAGESThe following shall be the minimum hourly rates of wages payable to employees covered by this award:-(1) Adult Employees:

|  |  |
| --- | --- |
|  | TOTAL $ |
| Farm Hand |  |
| (a) With less than twelve months experience in the industry | 21.58 |
| (b) With twelve months experience in the industry | 21.58 |
| (c) General Farm Hand | 21.58 |
| (d) Tradesman | 21.58 |

(2) Junior Employees - other than Apprentices:

|  |  |
| --- | --- |
|  | Percentage of the rate for a Farm Hand with less than twelve months experience |
| 15 years of age | 45% |
| 16 years of age | 50% |
| 17 years of age | 60% |
| 18 years of age | 70% |
| 19 years of age | 80% |
| 20 years of age | 90% |

(3) Casual Employees:A casual employee shall be paid 20 % in addition to the rates prescribed.(4) Apprentices:Percentage of weekly rate of wage for a TradespersonFirst year of service 47.5%Second year of service 71.0%Third year of service 90.3%Note: Clause 1B(10) provides for minimum rates of pay for adult apprentices aged 21 years or more. |
| 9. – ABSENCE THROUGH SICKNESS(1) (a) An employee who is unable to attend or remain at his place of employment during the ordinary hours of work by reason of personal ill health or injury shall be entitled to payment during such absence in accordance with the following provisions.(b) Entitlement to payment shall accrue at the rate of one sixth of a week for each completed month of service with the employer. Provided that absence through sickness through such ill health or injury shall be limited to five days in the first year of service and ten days in each subsequent year of service.(c) If in the first or successive years of service with the employer an employee is absent on the grounds of personal ill health or injury for a period longer than his entitlement to paid sick leave, payment may be adjusted at the end of that year of service, or at the time the employee's services terminate, if before the end of that year of service, to the extent that the employee has become entitled to further paid sick leave during that year of service.(2) The provisions of this clause with respect to payment do not apply to employees who are entitled to payment under the Workers' Compensation and Assistance Act, 1981 nor to employees whose injury or illness is the result of the employees own misconduct.(3) To be entitled to payment in accordance with this clause the employee shall as soon as reasonably practicable advise the employer of his inability to attend for work, the nature of his illness or injury and the estimated duration of the absence. Provided that such advice, other than in extraordinary circumstances shall be given to the employer within twenty four hours of the commencement of the absence.(4) The provisions of this clause do not apply to an employee who fails to produce a certificate from a medical practitioner dated at the time of the absence or who fails to supply such other proof of the illness or injury as the employer may reasonably require provided that the employee shall not be required to produce a certificate from a medical practitioner with respect to absences of two days or less unless after two such absences in any year of service the employer requests in writing that the next and subsequent absences in that year if any, shall be accompanied by such certificate.(5) The unused portions of the entitlement to paid sick leave in any one year shall accumulate from year to year and subject to this clause may be claimed by the employee if the absence by reason of personal ill health or injury exceeds the period for which entitlement has accrued during the year at the time of the absence.Provided that an employee shall not be entitled to claim payment for any period exceeding ten weeks in any one year of service.(6) (a) Subject to the provisions of this subclause, the provisions of this clause apply to any employee who suffers personal ill health or injury during the time when he is absent on annual leave and an employee may apply for and the employer shall grant paid sick leave in place of paid annual leave.(b) Application for replacement shall be made within seven days of resuming work and then only if the employee was confined to his place of residence or a hospital as a result of his personal ill health or injury for a period of seven consecutive days or more and he produces a certificate from a registered medical practitioner that he was so confined.Provided that the provisions of this paragraph do not relieve the employee of the obligation to advise the employer in accordance with subclause (3) of this clause if he is unable to attend for work on the working day next following his annual leave.(c) Replacement of paid annual leave by paid sick leave shall not exceed the period of paid sick leave to which the employee was entitled at the time he proceeded on annual leave and shall not be made with respect to fractions of a day.(d) Where paid sick leave has been granted by the employer in accordance with paragraphs (a), (b) and (c) of this subclause, that portion of the annual leave entitlement equivalent to the paid sick leave is hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the employee or, failing agreement, shall be added to the employee's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions of Clause 8 - Holidays and Annual Leave of this award.(e) Payment for replaced annual leave shall be at the rate of wage applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in Clause 8 - Holidays and Annual Leave of this award shall be deemed to have been paid with respect to the replaced annual leave.(7) Where a business has been transmitted from one employer to another and the employee's service has been deemed continuous in accordance with subclause (3) of Clause (2) of the Long Service Leave provisions published in Volume 65 of the Western Australian Industrial Gazette at pages 1 - 4, the paid sick leave standing to the credit of the employee at the date of transmission from service with the transmittor shall stand to the credit of the employee at the commencement of service with the transmittee and may be claimed in accordance with the provisions of this clause.(8) The provisions of this clause do not apply to casual employees. | 9. – TRAINEES(1) ScopeSubject to subclause (2), this clause applies to persons:(a) who are undertaking a traineeship; (b) who are employed by an employer bound by this award; and(c) whose employment is covered by this award.(2) Training Conditions(a) A traineeship will not commence until the relevant training contract:(i) has been signed by the employer and the trainee (or the trainee’s parent or guardian where applicable); and(ii) lodged for registration with the state training authority.(b) The trainee will attend an approved training course or training programme prescribed in the training plan.(c) The employer will provide a level of supervision and training in accordance with the training plan during the traineeship period.(d) The employer will permit the trainee to attend the training course or programme provided for in the training plan. (e) The overall training programme will be monitored by officers of the state training authority and training records or work books may be utilised as part of this monitoring process.(3) Employment Conditions(a) A trainee may be engaged for the nominal term applicable to the traineeship, as detailed in the training contract. A trainee may be subject to a satisfactory probation period as detailed in the training contract. (b) The parties to a training contract may, by agreement in writing, vary the duration of the traineeship and the extent of approved training, provided that any agreement to vary is approved by the state training authority.(c) An employer must not terminate the employment of a trainee unless:(i) the trainee has consented to the termination; or (ii) approval has been obtained from the relevant state training authority. (d) If the employer terminates the employment of a trainee by consent, the employer must provide written notice to the relevant state training authority.(e) An employer who chooses not to continue the employment of a trainee upon the completion of the traineeship must notify, in writing, the state training authority of its decision.(f) The trainee is permitted to be absent from work without loss of wages to attend training in accordance with the training plan.(g) Where the employment of a trainee by an employer is continued after the completion of the traineeship, the traineeship period will count as service the purposes of this award and any other legislative entitlements.(h) All other terms and conditions of this award, other than those provided for under this clause, will apply to a trainee.(i) A trainee who fails to either complete the traineeship, or who cannot for any reason be placed in employment with the employer on successful completion of the traineeship, will not be entitled to any severance payments payable pursuant to termination, change and redundancy provisions.(j) At the conclusion of the traineeship this clause ceases to apply to the employment of the trainee and the award will apply to the former trainee.(4) WagesThe minimum weekly wages payable to trainees are as provided below. These wage rates will only apply to trainees while they are undertaking an approved traineeship which includes approved training.(a) Skill Level A:Where the accredited training course and work performed are for the purposes of generating skills which have been defined for work at Skill Level A.**HIGHEST YEAR OF SCHOOLING**

|  |  |  |  |
| --- | --- | --- | --- |
| **School Leaver** | **Year 10** | **Year 11** | **Year 12** |
|  | **$** | **$** | **$** |
|   |  |  |  |
| School leaver | 284.00 | 338.00 | 415.00 |
| Plus 1 year out of school | 338.00 | 415.00 | 480.00 |
| Plus 2 years out of school | 415.00 | 480.00 | 563.00 |
| Plus 3 years out of school | 480.00 | 563.00 | 643.00 |
| Plus 4 years out of school | 563.00 | 643.00 |  |
| Plus 5 years or more out of school | 643.00 |  |  |

(b) Skill Level B:Where the accredited training course and work performed are for the purposes of generating skills which have been defined for work at Skill Level B.**HIGHEST YEAR OF SCHOOLING**

|  |  |  |  |
| --- | --- | --- | --- |
| **School Leaver** | **Year 10** | **Year 11** | **Year 12** |
|  | **$** | **$** | **$** |
|   |  |  |  |
| School leaver | 284.00 | 338.00 | 406.00 |
| Plus 1 year out of school | 338.00 | 406.00 | 463.00 |
| Plus 2 years out of school | 406.00 | 463.00 | 546.00 |
| Plus 3 years out of school | 463.00 | 546.00 | 623.00 |
| Plus 4 years out of school | 546.00 | 623.00 |  |
| Plus 5 years or more out of school | 623.00 |  |  |

(c) Skill Level C:Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Industry/Skill Level C.**HIGHEST YEAR OF SCHOOLING**

|  |  |  |  |
| --- | --- | --- | --- |
| **School Leaver** | **Year 10** | **Year 11** | **Year 12** |
|  | **$** | **$** | **$** |
|   |  |  |  |
| School Leaver | 284.00 | 338.00 | 405.00 |
| Plus 1 year out of school | 338.00 | 405.00 | 455.00 |
| Plus 2 years out of school | 405.00 | 455.00 | 511.00 |
| Plus 3 years out of school | 455.00 | 511.00 | 574.00 |
| Plus 4 years out of school | 511.00 | 574.00 |  |
| Plus 5 years or more out of school | 574.00 |  |  |

(d) Trainees undertaking an AQF IV traineeship must receive the relevant weekly wage rate for AQF III trainees at Skill/Industry Levels A, B and C as applicable with the addition of 3.8% of that wage rate.(e) For the purposes of this clause “out of school” refers only to periods out of school beyond year 10 and is deemed to:(i) include any period of schooling beyond year 10 which was not part of nor contributed to a completed year of schooling;(ii) include any period during which a trainee repeats in whole or part a year of schooling beyond year 10; (iii) not include any period during a calendar year in which a year of schooling is completed; and(iv) have effect on an anniversary date being January 1 in each year. (f) Part time and School Based Trainees(i) This subclause shall apply to trainees who undertake a traineeship on a part time basis, or as a School Based trainee, by working less than full time hours and by undertaking the approved training at the same or lesser training time than a full-time trainee.(ii) School Based Trainees will receive the relevant wage rate at Skill/Industry Levels A, B and C as applicable, as for School Leavers.(iii) The minimum weekly rate of pay for part time and school based trainees shall be calculated by taking the full time rates expressed above multiplied by 1.25. This minimum weekly rate of pay for part time and school based trainees is then divided by 38 in accordance with section 10 of the *Minimum Conditions of Employment Act 1993* (WA) to produce a minimum hourly rate of pay.(5) Industry Skill LevelsThe industry skill levels referred to in subclause (4) are those described in the General Order made by the Commission from time to time setting the minimum rates of pay for apprentices for the purposes of the *Minimum Conditions of Employment Act 1993* (WA) pursuant to section 50A of the Act. |
| 10. – RECORD OF WAGES(1) The employer shall keep or cause to be kept, a wages record showing the name of each employee, the wages and allowances paid and the deductions made from such wages.(2) The wages record shall be open for inspection at a mutually convenient time, by a duly accredited official of the Union at the employer's property or other convenient place. Provided that only one demand for such inspection shall be made in any one fortnight at the same property.Before exercising a power of inspection the representative shall give reasonable notice of not less than 24 hours to the employer. | 19. – 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 employer must notify the employee of the entitlement to nominate a complying superannuation fund or scheme to which contributions in respect of the employee may be made.(4) The employer must make contributions to a complying fund or scheme nominated by the employer until the employee nominates such a fund or scheme.(5) The employer and the employee are bound by the employee’s nomination unless the employer and employee agree to change the complying superannuation fund or scheme to which contributions are to be made.(6) An employer must not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by an employee.   |
| 11. – BEREAVEMENT LEAVEAn employee shall on the death within Australia of a close relative, be entitled on notice to leave up to and including the day of the funeral of such relation and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary working days. Proof of such death shall be furnished by the employee to the satisfaction of his employer. | 11. – RECORD OF WAGESThe requirements for keeping and enabling access to employment records are provided for in Part II, Division 2F of the *Industrial Relations Act 1979* (WA). |
| 12. – ACCOMMODATION(1) Where an employee is provided with board and lodging the employer shall be allowed to make a deduction at the rate of $45.60 per week of seven days.(2) For the purpose of this clause "Board and Lodging" shall mean a reasonable supply and standard of food together with a reasonable standard of accommodation.(3) Should any dispute arise under this clause the matter shall be decided by a Board of Reference. | 12. – ACCOMMODATIONWhere an employee is provided with board and lodging the employer shall be allowed to make a deduction at the rate of $45.60 per week. |
| 13. – PROTECTIVE CLOTHINGThe employer shall provide, free of charge, all necessary protective clothing including gum boots for use when required. Such clothing shall be issued in good condition and retained by the employee during the period of his employment and it shall be renewed by the employer when required. | NO VARIATIONS |
| 14. – WAGESThe following shall be the minimum weekly rates of wages payable to employees covered by this award:-(1)

|  |  |
| --- | --- |
|  | TOTAL $ |
| Adult Employees: |  |
| Farm Hand |  |
| (a) With less than twelve months experience in the industry | 819.90 |
| (b) With twelve months experience in the industry | 819.90 |
| (c) General Farm Hand | 819.90 |
| (d) Farm Tradesman (As defined) | 819.90 |

"Farm Tradesman" shall mean a farm hand who has satisfactorily completed the approved apprenticeship in "farming" or who has been issued with an approved trade certificate and provides proof satisfactory to the employer of such qualification or who has by other means achieved a standard of knowledge deemed by his employer as equivalent thereto and is appointed as such in writing by his employer.(2) Junior Employees - other than Apprentices:

|  |  |
| --- | --- |
|  | Percentage of the rate for a Farm Hand with less than twelve months experience |
| 15 years of age | 45% |
| 16 years of age | 50% |
| 17 years of age | 55% |
| 18 years of age | 65% |
| 19 years of age | 75% |
| 20 years of age | 90% |

(3) Casual Employees:A casual employee shall be paid 20 percentum in addition to the rates prescribed(4) Apprentices:

|  |  |
| --- | --- |
|  | Percentage of weekly rate of wage for a Farm Tradesman |
| First year of service | 47.5% |
| Second year of service | 71.0% |
| Third year of service | 90.3% |

The rates of pay in this award include arbitrated safety net adjustments available since December 1993, under the Arbitrated Safety Net Adjustment Principle.These arbitrated safety net adjustments may be offset against any equivalent amount in the rate of pay received by employees since 1 November 1991 above the rate prescribed in the Award, except where such absorption is contrary to the terms of an industrial agreement.Increases in rates of pay otherwise made under the State Wage Case Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments. | 14. – PERSONAL LEAVE(1) (a) Personal leave is provided for in the *Minimum Conditions of Employment Act 1993* (WA). (b) If in the first or successive years of service with the employer an employee is absent on the grounds of personal illness or injury for a period longer than the employee’s 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.(2) For absences due to personal illness or injury, an employee shall not be required to provide evidence of the entitlement with respect to absences of two days or less, where such absences do not exceed two absences in any year of service. If an employee is absent for two days or less due to personal illness or injury on two or more occasions, the employer may give the employee written notice that evidence complying with the requirements of the *Minimum Conditions of Employment Act 1993* (WA) will be required for the next and subsequent absences in that year of service. (3) (a) Subject to the provisions of this subclause, the provisions of this clause apply to any employee who suffers personal illness or injury during the time when the employee is absent on annual leave and an employee 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 the employee’s place of residence or a hospital as a result of the employee’s personal illness 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) Payment for replaced annual leave shall be at the rate of wage applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in Clause 15. - Annual Leave of this award 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 service has been deemed continuous in accordance with section 7H of 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.(5) The provisions of this clause do not apply to casual employees. |
| 15. – FIRST AID KITAt each place where employees are employed the employer shall supply a suitable first aid kit which shall be accessible to the employees at all times. | 15. – 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 of 17.5% of the rate of wage prescribed in Clause 8. - Wages of this award.(b) The loading prescribed by this subclause shall not apply to proportionate leave on termination.(3) The provisions of this clause do not apply to casual employees. |
| 16. – REPRESENTATIVE INTERVIEWING EMPLOYEESConsistent with the terms of the Labour Relations Legislation Amendment Act 1997 and S.23(3)(c)(iii) of the Industrial Relations Act a representative of the Union shall not exercise the rights under this clause with respect to entering any part of the premises of an employer unless the employer is the employer, or former employer, of a member of the Union.An accredited representative of the Union shall, with the consent of the employer, be permitted to inspect the working place of employees at a time mutually convenient and interview employees covered by this award. | 16. – PUBLIC HOLIDAYS(1) (a) The following days or the days observed in lieu shall be allowed as holidays without deduction of pay, namely:-New Year’s Day Labour DayAustralia Day Western Australia DayGood FridaySovereign’s BirthdayEaster MondayEaster SundayChristmas DayAnzac Day Boxing DayProvided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in this subclause.(b) Where a day is proclaimed as a public holiday or public half-holiday under section 7 of the *Public and Bank Holidays Act 1972* (WA), 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.(c) When any of the days mentioned in paragraph (a) of this subclause, 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.(2) If a public holiday that is prescribed as a holiday under the award falls on a day when an employee is off duty in circumstances that would qualify the employee for paid leave, the employee shall be paid as if required to work on that day in accordance with this clause, without deduction from the employee’s relevant leave accrual, provided that the employee shall not also be paid personal leave in accordance with Clause 14. |
| 17. – LONG SERVICE LEAVEThe Long Service Leave Provisionspublished in Volume 65 of the Western Australian Industrial Gazette at pages 1 - 4 inclusive are hereby incorporated in and shall be deemed to be part of this award. | 17. – BEREAVEMENT LEAVEBereavement leave is provided for in the *Minimum Conditions of Employment Act 1993* (WA). |
| 18. – LIBERTY TO APPLYLiberty is reserved to the Union to apply to vary Clause 3 - Area and Scope of this award to include the "Dairy Industry". | 18. – FAMILY AND DOMESTIC VIOLENCE LEAVEFamily and domestic violence leave is 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)*.* |
| 19. – SUPERANNUATIONThe superannuation provisions contained herein operate subject to the requirements of the hereinafter prescribed provision titled - Compliance, Nomination and Transition.(1) Employer Contributions:(a) An employer shall contribute 3% of ordinary time earnings per eligible employee into one of the following Approved Superannuation Funds as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto:(i) Federation Life "National Superannuation Plan"; or(ii) The Australian Eagle Insurance Company Limited "Australian Farm Superannuation Plan"; or(iii) any other approved occupational superannuation fund to which an employer or employee who is a member of the religious fellowship known as Brethren elects to contribute.(iv) An exempted Fund allowed by subclause (4) of this clause.(b) Employer contributions shall be paid on a monthly basis for each week of service that the eligible employee completes with the employer.(c) No contributions shall be made for periods of unpaid leave, or unauthorised absences in excess of 5 ordinary days or for periods of workers' compensation in excess of 52 weeks. No contributions shall be made in respect of annual leave paid out on termination or any other payments on termination.(2) Fund Membership:(a) Contributions in accordance with subclause (1) - Employer Contributions of this clause shall be calculated by the employer on behalf of each employee from the date one month after the employee commences employment, unless the employee fails to return a completed application to join the Fund and the employer has complied with the following:(i) The employer shall provide the employee with an application to join the Fund and documentation explaining the Fund prior to the first wage payment.(ii) If the employee fails to return to the employer a completed application to join the Fund within two weeks of receipt, the employer shall send to the employee by certified mail, a letter setting out relevant superannuation information, the letter of denial set out in subclause (6) of this clause and an application to join the Fund.(iii) Where the employee completes and returns the letter of denial, no contributions need to be made on that employee's behalf.(iv) Where the employee completes and returns neither the application to join the Fund nor the letter of denial within one week of postage the employer shall advise either the Union or the Fund Administrator in writing of the employee's failure to return the completed form.(v) From two weeks following the employer's advice pursuant to paragraph (iv) of this subclause should the employee not have returned the completed form the employer shall be under no obligation to make superannuation payments on behalf of that employee.Provided that if at any time an employee returns a signed application form, notwithstanding a previous failure to return such form or the return of a letter of denial, the employer shall make contributions on behalf of that employee from the date of return of the signed application form.(b) Part time and casual employees shall not be entitled to receive the employer contribution mentioned in subclause (1) Employer Contributions of this clause unless they work a minimum of 12 hours per week.(c) Casual employees who are employed for 32 consecutive working days or less shall not be entitled to the benefits of this clause.(3) Definitions:"Approved Fund" shall mean any fund which complies with Australian Government's Operational Standards for Occupational Superannuation and shall be a capital guaranteed fund. "Ordinary time earnings" shall mean the salary, wage or other remuneration regularly received by the employee in respect of the time worked in ordinary hours and shall include shift work penalties, payments which are made for the purpose of District or Location Allowances or any other rate paid for all purposes of the award to which the employee is entitled for ordinary hours of work PROVIDED THAT "ordinary time earnings" shall not include any payment which is for vehicle allowances, fares or travelling time allowances (including payments made for travelling related to distant work), commission or bonus. (4)Exemptions:Exemptions from the requirements of this clause shall apply to an employer who at the date of this Order:(a) was contributing to a Superannuation Fund, in accordance with an Order of an industrial tribunal; OR(b) was contributing to a Superannuation Fund, in accordance with an Order or Award of an industrial tribunal, for a majority of employees and makes payment for employees covered by this award in accordance with that Order or Award; OR(c) subject to notification to the Union, was contributing to a Superannuation Fund for employees covered by this Award where such payments are not made pursuant to an Order of an industrial tribunal.(5) Operative Date:This clause shall operate on and from the 1st day of November, 1989.(6) Letter of Denial:The letter of denial shall be in the following form:"To (employer)I have received an application for membership of the non-contributory Superannuation Fund and understand:(1) that should I sign such form you will make contributions on my behalf; AND(2) that I am not required to make contributions of my own; AND(3) that no deductions will be made from my wages for superannuation without my consent.However, I do not wish to be a member of the fund or have any contributions made on my behalf.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Address) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Classification) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Date)"Compliance, Nomination and TransitionNotwithstanding anything contained elsewhere herein which requires that contribution be made to a superannuation fund or scheme in respect of an employee, on and from 30 June 1998 – (a) Any such fund or scheme shall no longer be a complying superannuation fund or scheme for the purposes of this clause unless – (i) the fund or scheme is a complying fund or scheme within the meaning of the Superannuation Guarantee (Administration) Act 1992 of the Commonwealth; and (ii) under the governing rules of the fund or scheme, contributions may be made by or in respect of the employee permitted to nominate a fund or scheme; (b) The employee shall be entitled to nominate the complying superannuation fund or scheme to which contributions are to be made by or in respect of the employee; (c) The employer shall notify the employee of the entitlement to nominate a complying superannuation fund or scheme as soon as practicable;(d) A nomination or notification of the type referred to in paragraphs (b) and (c) of this subclause shall, subject to the requirements of regulations made pursuant to the Industrial Relations Legislation Amendment and Repeal Act 1995, be given in writing to the employer or the employee to whom such is directed; (e) The employee and employer shall be bound by the nomination of the employee unless the employee and employer agree to change the complying superannuation fund or scheme to which contributions are to be made; (f) The employer shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by a employee; Provided that on and from 30 June 1998, and until an employee thereafter nominates a complying superannuation fund or scheme – (g) if one or more complying superannuation funds or schemes to which contributions may be made be specified herein, the employer is required to make contributions to that fund or scheme, or one of those funds or schemes nominated by the employer; or (h) if no complying superannuation fund or scheme to which contributions may be made be specified herein, the employer is required to make contributions to a complying fund or scheme nominated by the employer. | 19. – LONG SERVICE LEAVEThe provisions of the *Long Service Leave Act 1958* (WA) are hereby incorporated in and shall be deemed to be part of this award. |
|  | 20. – PARENTAL LEAVEParental leave is provided for in Division 5 of Part 2-2 of the *Fair Work Act 2009* (Cth) and the *Minimum Conditions of Employment Act 1993* (WA). |
|  | 21. – TERMINATION(1) Termination by employer - Full-time and part-time employmentEmployers covered by this award must comply with the requirements for notice of termination set out in the National Employment Standards of the *Fair Work Act 2009* (Cth). Refer to sections 117 and 123, and Division 3 of Part 6-3, for further details. Note: Division 3 of Part 6-3 of the *Fair Work Act 2009* (Cth) requires non-national system employers (including employers in the Western Australian state industrial relations system) to provide notice of termination (or payment in lieu) to employees. Section 117 of the *Fair Work Act 2009* (Cth) outlines the length of notice (or payment in lieu) an employer must provide to terminate an employee’s employment, as well as other conditions regarding the giving of notice. Section 123 of the *Fair Work Act 2009* (Cth) outlines which employees are excluded from receiving notice. (2) Termination by employeeA full-time or part-time employee must give the employer notice of termination in accordance with the following table.**Table 1 – Notice of termination by employee**

|  |  |
| --- | --- |
| **Employee’s period of continuous service with the employer** | **Minimum period of notice** |
| Not more than 1 year | 1 week |
| More than 1 year but not more than 3 years | 2 weeks |
| More than 3 years but not more than 5 years | 3 weeks |
| More than 5 years | 4 weeks |

(3) Casual employmentAn employer or employee may terminate a casual employment arrangement with one hour’s notice. |
|  | 22. – FIRST AID KITAt each place where employees are employed the employer shall supply a suitable first aid kit which shall be accessible to the employees at all times. |
|  | 23. – RIGHTS OF ENTRYRights of entry for discussions with employees and to investigate breaches of industrial instruments is provided for in Part II, Division 2G of the *Industrial Relations Act 1979* (WA). |
|  | 24. – RESOLUTION OF DISPUTES(1) The following procedures shall apply in connection with questions, disputes or difficulties arising under this award.(a) The persons directly involved, or representatives of person/s directly involved, shall discuss the question, dispute or difficulty as soon as is practicable.(b) (i) If these discussions do not result in a settlement, the question, dispute or difficulty shall be referred to senior management for further discussion.(ii) Discussions at this level will take place as soon as practicable. (2) The terms of any agreed settlement should be jointly recorded.(3) Any settlement reached which is contrary to the terms of this award shall not have effect unless and until that conflict is resolved to allow for it.(4) Nothing in this clause shall be read so as to exclude an organisation party to or bound by the award from representing its members.(5) Any question, dispute or difficulty not settled may be referred to the Commission provided that persons involved in the question, dispute or difficulty shall confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Commission. |
| APPENDIX – RESOLUTION OF DISPUTESREQUIREMENT(1) This Appendix is inserted into the award/industrial agreement as a result of legislation which came into effect on 16 January 1996 (Industrial Relations Legislation Amendment and Repeal Act 1995) and further varied by legislation which came into effect on 23 May 1997 (Labour Relations Legislation Amendment Act 1997).(2) Subject to this appendix, and in addition to any current arrangements the following procedures shall apply in connection with questions, disputes or difficulties arising under this award/industrial agreement.(a) The persons directly involved, or representatives of person/s directly involved, shall discuss the question, dispute or difficulty as soon as is practicable.(b) (i) If these discussions do not result in a settlement, the question, dispute or difficulty shall be referred to senior management for further discussion.(ii) Discussions at this level will take place as soon as practicable. (3) The terms of any agreed settlement should be jointly recorded.(4) Any settlement reached which is contrary to the terms of this award/industrial agreement shall not have effect unless and until that conflict is resolved to allow for it.(5) Nothing in this appendix shall be read so as to exclude an organisation party to or bound by the award/industrial agreement from representing its members.(6) Any question, dispute or difficulty not settled may be referred to the Western Australian Industrial Relations Commission provided that with effect from 22 November 1997 it is required that persons involved in the question, dispute or difficulty shall confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Commission. | THIS APPENDIX IS NOW CLAUSE 24 |
| SCHEDULE A. – RESPONDENTSDavid Blair, DoodlakineGarth Butcher, BedfordaleNoel Fallow, MorawaMurray Field, EsperanceJohn Newing, TambellupNorman Payne, MorawaPeter Wahlsten, Walgoolan. | SCHEDULE A. - RESPONDENTSDavid Blair, DoodlakineGarth Butcher, BedfordaleNoel Fallow, MorawaMurray Field, EsperanceJohn Newing, TambellupPeter Wahlsten, Walgoolan |
| SCHEDULE B. – PARTIES TO THE AWARDUnion Party to the AwardThe Australian Workers' Union, West Australian Branch, Industrial Union of WorkersDATED at Perth this 20th day of March, 1985. | SCHEDULE B. - PARTIES TO THE AWARDUnion Party to the AwardThe Australian Workers’ Union, West Australian Branch, Industrial Union of Workers |
| APPENDIX - S.49B - INSPECTION OF RECORDS REQUIREMENTS(1) Where this award, order or industrial agreement empowers a representative of an organisation of employees party to this award, order or industrial agreement to inspect the time and wages records of an employee or former employee, that power shall be exercised subject to the Industrial Relations (General) Regulations 1997 (as may be amended from time to time) and the following:(a) The employer may refuse the representative access to the records if: -(i) the employer is of the opinion that access to the records by the representative of the organisation would infringe the privacy of persons who are not members of the organisation; and(ii) the employer undertakes to produce the records to an Industrial Inspector within 48 hours of being notified of the requirement to inspect by the representative.(b) The power of inspection may only be exercised by a representative of an organisation of employees authorised for the purpose in accordance with the rules of the organisation.(c) Before exercising a power of inspection, the representative shall give reasonable notice of not less than 24 hours to an employer.(16) Any employer or organisation bound by or party to this award/order/industrial agreement may apply to the Western Australian Industrial Relations Commission at any time in relation to this clause. | APPENDIX DELETED |