

**AUSTOTEL MANAGEMENT CLERICAL
EMPLOYEES (TASK) AGREEMENT 1994**

No. AG 73 of 1993

1. - TITLE

This Agreement shall be referred to as the Austotel Management Clerical Employees (TASK) Agreement 1994.

2. - ARRANGEMENT

1. Title
2. Arrangement
3. Application of Agreement
4. Parties Bound
5. Date & Operation of Agreement
6. Relationship to Parent Award
7. Training and Skills Program (TASK)
8. Disclaimer

Appendix - Resolution of Disputes Requirement

3. - APPLICATION OF AGREEMENT

This Agreement shall apply at the establishments of Austotel Management Pty. Ltd., as listed below, in respect of all employees who are engaged in any of the occupations, industries or callings covered by the Clerks' (Hotels, Motels & Clubs) Award No. R7 of 1977.

Belmont Hotel
Booragoon Hotel
Continental Hotel
Derby Road Hotel (Derby)
Floreat Hotel
Hedland Hotel (Port Hedland)
Mermaid Hotel (Dampier)
Morley Park Hotel
Nookanburra Hotel
Osborne Park Hotel
Paraburdoo Hotel (Paraburdoo)
Thornlie Hotel
Wintersun Hotel

4. - PARTIES BOUND

1. Austotel Management Pty. Ltd.
c/- Booragoon Hotel
147 Riseley Street
BOORAGOON 6154
2. Australian Municipal, Administrative,

Clerical and Services Union of
Employees, W.A. Clerical and
Administrative Branch
133 Summers Street
PERTH 6000

5. - DATE AND OPERATION

This Agreement shall operate from the beginning of the first pay period commencing on or after (date of W.A.I.R.C. registration) and shall remain in operation until 31st December 1994.

6. - RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with the Clerks' (Hotels, Motels & Clubs) Award No. R7 of 1977. Where there is any inconsistency between this Agreement and the above named Award, this Agreement shall prevail to the extent of any inconsistency.

7. - TRAINING & SKILLS PROGRAM (TASK)

Application

- (1) (a) This clause shall only apply to an employer where agreement is reached between the employer, employees and the Branch of the Union for the TASK Program to be implemented.
- (b) Employee participation in TASK shall be voluntary.
- (c) This clause shall not apply to:

Trainees employed under clause 32 of the Clerks' (Hotels, Motels and Clubs) Award No. R7 of 1977.

Definitions

- (2) For the purposes of this clause:
 - (a) Training and Skills Program (TASK) is a Commonwealth Government Program, the objective of which is to assist the employment retention and to improve the skills of employees of the employer who would otherwise be retrenched, or who are working short-time situations and to improve training levels undertaken by industry.
 - (b) A Co-ordination Committee is a committee made up of equal numbers of employer and employee representatives at the enterprise level who shall oversee the development and implementation of the TASK training plan. For the purposes of this clause where a consultative committee and/or training committee is presently established at the enterprise, constitute the Co-ordination Committee.
 - (c) A TASK training plan is the plan developed and implemented by the Co-ordination Committee to meet the objectives of the TASK program and the specific requirements of the enterprise and industry.

- (d) A TASK employee is an employee who is undergoing training endorsed by a Co-ordination Committee and receiving a training wage while engaged in TASK activities.
- (3)
 - (a) Employees approved to undertake the TASK program shall be required to attend the on and off-the-job training prescribed in the relevant Training Plan endorsed by the Co-ordination Committee.
 - (b) On any day or part thereof an employee participating in the TASK program may only be directed to undertake activities under the TASK program guidelines.
 - (c) The employer shall provide an appropriate level of supervision in accordance with the approved training plan.

Employment Conditions

- (4) (a) Irrespective of TASK activities employees shall maintain their employment status and the accrual of all entitlements and continuity of service provided for in the award including sick leave, annual leave, long service leave, holidays, superannuation, parental leave shall not be affected.
- (b) Employees engaged in TASK are permitted to be absent from work without loss of continuity of employment to attend off-the-job training in accordance with the training plan.

Wages

- (5) When engaged in TASK employees' wage entitlements shall be 80% of the wages they would have received had they not been on TASK training plans.

8. - DISCLAIMER

Without prejudicing the position of any party to this Agreement, it shall not be used as a precedent in any argument that employees have an obligation to contribute their own time and expense to industry training.

DATED THIS 16th day of February 1994

Signed for and on behalf of:

AUSTOTEL MANAGEMENT PTY LTD

Witnessed by:

_____ (Sealed)

AUSTRALIAN MUNICIPAL, ADMINISTRATIVE,
CLERICAL AND SERVICES UNION OF
EMPLOYEES, WA CLERICAL AND
ADMINISTRATIVE BRANCH

Witnessed by:

_____ (Sealed)

APPENDIX - RESOLUTION OF DISPUTES REQUIREMENT

- (1) This Appendix is inserted into the award/industrial agreement as a result of legislation which came into effect on 16 January 1996 (Industrial Relations Legislation Amendment and Repeal Act 1995) and further varied by legislation which came into effect on 23 May 1997 (Labour Relations Legislation Amendment Act 1997).
- (2) Subject to this appendix, and in addition to any current arrangements the following procedures shall apply in connection with questions, disputes or difficulties arising under this award/industrial agreement.
 - (a) The persons directly involved, or representatives of person/s directly involved, shall discuss the question, dispute or difficulty as soon as is practicable.
 - (b)
 - (i) If these discussions do not result in a settlement, the question, dispute or difficulty shall be referred to senior management for further discussion.
 - (ii) Discussions at this level will take place as soon as practicable.
- (3) The terms of any agreed settlement should be jointly recorded.
- (4) Any settlement reached which is contrary to the terms of this award/industrial agreement shall not have effect unless and until that conflict is resolved to allow for it.
- (5) Nothing in this appendix shall be read so as to exclude an organisation party to or bound by the award/industrial agreement from representing its members.
- (6) Any question, dispute or difficulty not settled may be referred to the Western Australian Industrial Relations Commission provided that with effect from 22 November 1997 it is required that persons involved in the question, dispute or difficulty shall confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Commission..

VARIATION RECORD**AUSTOTEL MANAGEMENT CLERICAL EMPLOYEES
(TASK) AGREEMENT 1994****NO. AG 73 OF 1993**

Delivered 18/04/94 at 74 WAIG 1248
Consolidated at

| CLAUSE NO. | EXTENT OF VARIATION | ORDER NO. | OPERATIVE DATE | GAZETTE REFERENCE |
|--|-------------------------------|-----------|----------------|-------------------|
| 1. Title | As delivered | AG 73/93 | 18/04/94 | 74 WAIG1248 |
| 2. Arrangement | As delivered | AG 73/93 | 18/04/94 | 74 WAIG1248 |
| | Ins. Appendix - Resolution... | 693/96 | 16/07/96 | 76 WAIG2768 |
| 3. Application of Agreement | As delivered | AG 73/93 | 18/04/94 | 74 WAIG1248 |
| 4. Parties Bound | As delivered | AG 73/93 | 18/04/94 | 74 WAIG1248 |
| 5. Date & Operation of Agreement | As delivered | AG 73/93 | 18/04/94 | 74 WAIG1248 |
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| 7. Training and Skills Program (TASK) | As delivered | AG 73/93 | 18/04/94 | 74 WAIG1248 |
| 8. Disclaimer | As delivered | AG 73/93 | 18/04/94 | 74 WAIG1248 |
| Appendix - Resolution of Disputes Requirement | Ins. Appendix | 693/96 | 16/07/96 | 76 WAIG2768 |
| | (1),(6), Del. (7) | 2053/97 | 22/11/97 | 77 WAIG3079 |