

# Aged and Disabled Persons Hostels Award, 1987

## 1. - TITLE

This award shall be known as the "Aged and Disabled Persons Hostels Award, 1987" and replaces the "Hospital Workers (Hostel Domestics)" Award No. R 19 of 1977 as varied, the "Hospital Workers (Hostel Supervisors)" Award No. R 6 of 1978 as varied and the "Hostel Workers (Aged and Disabled Persons Hostels)" Award No. R 5 of 1976 as varied.

### 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 \$746.90 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 \$746.90 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 2020.

- (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 Wage

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2020 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 full-time apprentice aged 21 years or more working under an award that provides for a 38 hour week is \$638.20 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 \$638.20 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 2020.
- (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.

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### 3. - AREA

This Award shall have effect throughout the State of Western Australia.

### 4. - SCOPE

This Award shall apply to employees employed in the callings described in Clause 18. - Wages of this Award, by the employer respondents, in hostels providing residential accommodation, catering facilities, hostel and personal care services for aged or disabled persons, where such employer respondents receive financial assistance under the Aged or Disabled Persons Homes Act, 1954, for those purposes. Provided that it shall also apply to such employees employed by employers providing cleaning services in the hostels to which this award applies.

### 5. - TERM

The term of this Award shall be for a period of one year and shall operate on and from the 20th day of November, 1987.

### 6. - DEFINITIONS

- (1) "Supervisor" shall mean an employee who is in overall charge of the day to day running of the hostel and whose duties include the overseeing of the daily activities of residents.
- (2) "Qualified Cook" shall mean an employee who has completed and can produce appropriate documentary evidence to his or her employer to the effect that he or she has successfully completed an apprenticeship in cooking at an approved or recognised school or college, or who has passed an appropriate trade test in cooking at a recognised school or college.
- (3) "Temporary Employee" means an employee engaged for a specific period or periods longer than one month but less than 12 months.
- (4) "Other Cook" shall mean an employee who assists in the cooking and preparing of meals.
- (5) "Cook Employed Alone" shall mean an employee who is employed when no other cook is employed during his or her shift.

- (6) "Union" shall mean the Australian Liquor, Hospitality and Miscellaneous Workers Union, Western Australian Branch.
- (7) "Casual Employee" means an employee engaged for a period of less than one month. Where the employment continues beyond one month, he/she shall be deemed to be a temporary employee from the end of that month.
- (8) "Part-Time Employee" means an employee who regularly works less than 38 hours per week.

#### 7. - CONTRACT OF SERVICE

- (1) The contract of service period shall be -
  - (a) one hour for casual employees
  - (b) two weeks for all other employees.
- (2) An employee may be engaged on a probationary period of not longer than three months, during which time it will be possible for either the employer or employee to terminate the contract of service with one day's written notice.
- (3) The contract of service may be terminated by either the employer or employee by giving -
  - (a) notice of one hour for casual employees
  - (b) written notice of two weeks for all other employees.
- (4) Where an employee does not give the required period of notice of termination of services the wages payable for the contract of service period may be forfeited at the discretion of the employer.
- (5) The employer may pay the wages payable for the contract of service period in lieu of notice of termination being given by either the employer or employee.
- (6) The services of an employee may be terminated for serious misconduct without prior notice. In such circumstances the employer is required to pay all monies owing up to the date of dismissal.
- (7) This subclause will not come into effect until the 12th November, 1992. From that date:
  - (a) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training provided that such duties are not designed to promote de-skilling.
  - (b) An employer may direct, pursuant to paragraph (a) of this subclause, an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
  - (c) Any direction issued by an employer pursuant to paragraphs (a) and (b) of this subclause shall be consistent with the responsibility of the employer to provide a safe and healthy working environment in accordance with the provisions of the Occupational Health, Safety and Welfare Act, 1987 and Regulations.

#### 8. - HOURS

- (1) The ordinary hours of work shall be 38 per week, not exceeding 10 per day, to be worked over not more than five days of the week.

- (2) Each employee shall be entitled to two clear days off duty per week or four clear days off duty per fortnight.

9. - WEEKEND AND PUBLIC HOLIDAY RATES

- (1) An employee shall be paid for ordinary hours worked between midnight on Friday and midnight on Sunday at the rate of time and one-half.
- (2) An employee who works on any public holiday named herein shall be paid a loading of 50 percent of the ordinary wage for the time worked in ordinary hours on that day.
- (3) (a) (i) An employee who works on any public holiday named herein or day observed in lieu thereof, shall be paid a loading of 50% of the ordinary wage for the time worked in ordinary hours on that day.
- (ii) For the purposes of this clause the following days shall be public holidays; New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.
- (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 purposes of this Award within the district or locality specified in the proclamation.
- (4) An employee who is not required to work on any public holiday named in this clause or day observed in lieu thereof, shall be entitled to a days' leave and shall be paid the ordinary rate of wage the employee would receive for the hours usually worked.
- (5) The rates prescribed in subclauses (1) and (2) of this clause shall be in substitution for allowances payable pursuant to Clause 31. - Shift Work of this Award.
- (6) The following provisions shall apply in lieu of the foregoing for the period on and from 1 July, 1991 pending a decision of the Western Australian Industrial Relations Commission with respect to the provisions of this clause.
- (a) An employee shall be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and one half and between midnight on Saturday and midnight on Sunday at the rate of time and three quarters.
- (b) An employee who works on any public holiday named herein shall be paid a loading of 50% of the ordinary wage for the time worked in ordinary hours on that day.
- (c) (i) An employee who works on any public holiday named herein or day observed in lieu thereof, shall be paid a loading of 50% of the ordinary wage for the time worked in ordinary hours on that day.
- (ii) For the purposes of this clause the following days shall be public holidays: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.
- (d) An employee who is not required to work on any public holiday named in this clause or day observed in lieu thereof, shall be entitled to a day's leave and shall be paid the ordinary rate of wage the employee would receive for the hours usually worked.

- (e) The rates prescribed in paragraphs (a) and (b) of this subclause shall be in substitution for allowances payable pursuant to Clause 31. - Shift Work of this award.

#### 10. - OVERTIME

- (1) Overtime shall mean all time worked beyond or in excess of the ordinary rostered hours of duty prescribed in Clause 8. - Hours of this award or Clause 12. - Part-Time Employees of this award on any day the employee is rostered on duty and, except as hereinafter provided, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- (2) In lieu of payment for overtime and by agreement between the employees and the employer, time off equivalent to the time worked may be granted when overtime is occasioned through the failure of another employee to report for duty except where a full additional shift is required when overtime rates shall apply.
- (3) All work performed by employees on any day on which they are rostered off duty or days worked in excess of those provided in Clause 8. - Hours or Clause 12. - Part-Time Employees, shall be paid for at the rate of double time.
- (4) Where an employee is required to work overtime and such overtime is worked for a period of at least two hours in excess of the required daily hours of work, the employee shall be provided with a meal free of cost, or shall be paid the sum of \$9.20 as meal money.

Provided that where the employee has been advised of the requirement to work overtime on the previous day or earlier this subclause shall not apply.

#### 11. - CASUAL EMPLOYEES

- (1) A casual employee shall mean an employee engaged on an hourly contract of service.
- (2) Casual employees shall not be engaged for less than three consecutive hours per engagement.
- (3) A casual employee shall be paid 20% over the rates specified herein for his/her class of work.

#### 12. - PART-TIME EMPLOYEES

- (1) A part-time employee shall mean an employee engaged on a weekly contract of service who works regularly from week to week for not less than three hours per day.
- (2) Part-time employees shall receive payment for wages, annual leave, long service leave, sick leave and bereavement leave on a pro rata basis according to the same proportion as the number of hours worked each week bears to 38. In the case of payment for any of the leave entitlements and in circumstances where the number of hours worked each week varies, such payment shall be calculated according to the arithmetical average, over the period from the last anniversary date, or date of commencement, as the case may be.
- (3) The laundry and uniform allowances prescribed in this award shall be paid pro rata to part time employees in the proportion that the number of hours worked each week bears to 38.
- (4) A part-time employee may work shifts additional to the rostered shifts at ordinary rates, subject only to the normal rostering parameters of a full-time employee, where the employee has previously indicated a willingness to work extra shifts or where the extra shift was arranged prior to the completion of the employee's previous shift. Provided that a part-time employee shall not be required to work an extra shift.

#### 13. - SICK LEAVE

- (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.
  - (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 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 10 weeks in any one year of service.
- (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 24 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. Provided that where an employee has had two absences on paid sick leave adjacent to other days off duty within a period of 12 months the employer may request in writing that any further absences adjacent to days off be accompanied by such certificate.

Provided that this request shall remain in force until the employee has completed a continuous period of 12 months without such absence.

- (5)
  - (a) Subject to the provisions of this subclause, the provisions of this clause apply to an 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 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 15. - 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 15. - Annual Leave of this Award shall be deemed to have been paid with respect to the replaced annual leave.
- (6) Where a business has been transmitted from one employer to another and the employee's service has been deemed continuous in accordance with subclause (3) of Clause 2 of the Long Service Leave provisions published in Volume 66 of the Western Australian Industrial Gazette at pages 1 to 4, the paid sick leave standing to the credit of the employee at the date of transmission from service with the transmitter shall stand to the credit of the employee at the commencement of service with the transferee and may be claimed in accordance with the provisions of this clause.
- (7) The provisions of this clause with respect to payment do not apply to 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 employee's own misconduct.
- (8) The provisions of this clause shall not apply to casual employees.

#### 14. - BEREAVEMENT LEAVE

- (1) An employee shall, on the death within Australia, of a wife, husband, de facto wife or de facto husband, father, father-in-law, mother, mother-in-law, brother, sister, child or stepchild be entitled on notice, of leave up to and including the day of the funeral of such relations 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 the employer.  
  
Provided that this clause shall have no effect while the period of entitlement to leave coincides with any other period of leave that may be due to the employee concerned.
- (2) The provisions of this clause shall not apply to casuals.

#### 15. - ANNUAL LEAVE

- (1) (a) Except as hereinafter provided, a period of six consecutive weeks' leave shall be allowed to an employee by his/her employer after each period of 12 months' continuous employment with such employer.  
  
(b) Notwithstanding the provisions of paragraph (a) of this subclause an employee employed regularly in a non-client related position including gardener, machinist, maintenance employee and storeperson who is not required to be available to work on any public holiday named in Clause 9. - Weekend and Public Holiday Rates of this award, shall be provided a period of four consecutive weeks' leave after each period of 12 months continuous employment with such employer.  
  
Provided that such an employee shall be paid in accordance with subclause (4) of Clause 9. - Weekend and Public Holiday Rates of this award for all public holidays.
- (c) Where pursuant to paragraph (3) of subclause 2 Long Service of the Long Service Leave Provisions published in Volume 66 of the Western Australian Industrial Gazette at pages 1 to 4, the period of continuous service which an employee has had with the transmitter (including any such service with any prior transmitter) is deemed to be service of the employee with the transferee, then that period of continuous service shall be deemed to be service with the transferee for the purposes of this subclause.
- (2) Prior to commencing leave, each employee shall be paid for that period of leave as follows:



- (a) At the wage the employee would have received had he/she not proceeded on leave. In the case of rostered employees that wage shall include the shift work and weekend penalties that employee would have received had he/she not proceeded on leave.

An employee on annual leave shall also be paid any call allowance which the employee would have received in accordance with Clause 27. - Call Allowance had the employee not been on leave during the relevant period.

Where it is not possible to calculate the shift and weekend penalties the employee would have received, the employee shall be paid the average of such payments made each week over the four weeks prior to taking the leave; or

- (b) At the rate of wage shown in Clause 18. - Wages of this award for his/her class of work and in addition be paid a loading of 17.5 percent of that wage for two-thirds of any leave due in each year and for the remaining one-third of the leave due in each year, be paid according to paragraph (a) of this subclause, whichever is greater.
- (c) Provided that employees to whom subclause (5) of this clause applies may be paid a loading of 17.5 percent for five-sevenths of any leave due in each year in lieu of the two-thirds of any leave due in each year.
- (d) Provided further that the 17.5 percent loading prescribed by this subclause shall not apply to proportionate annual leave on termination.
- (3) (a) Except as provided in paragraph (b) of this subclause if after one month's continuous employment, an employee lawfully terminates his/her employment or his/her employment is terminated by the employer through no fault of the employee, the employee shall be paid one half of a week's pay at the rate prescribed by subclause (2) of this clause in respect of each completed month of continuous service for which annual leave has not already been taken.

Provided that employees to whom subclause (5) of this clause applies, shall be paid for such additional days' leave as have accrued due under that subclause at the date of such termination.

- (b) An employee who is dismissed for misconduct which occurred after the completion of a 12 month qualifying period, but before he/she has taken leave in respect of that qualifying period shall be given payment in lieu of that leave.

- (4) (a) The annual leave prescribed in subclause (1) of this clause may be split into more than one portion:

(i) By the employer once per annum provided that no portion is less than two weeks;

(ii) By agreement between the employer and the employee.

- (5) (a) Shift employees (ie employees who rotate afternoon and/or night shift with day shift as defined in Clause 31. - Shift Work of this award) shall be granted an additional week's leave. Provided that for workers whose shifts are not subject to regular rotation, one working day's additional leave (with a maximum of five working days) for each 35 shifts actually worked on afternoon and/or night shift shall be granted.

Provided further that employees who have completed 155 shifts on afternoon and/or night shift shall be granted the additional week.

This subclause shall apply to employees engaged before 12 April 1990 who were in receipt of additional annual leave days as prescribed by this subclause on a no reduction basis, and shall remain in force until 12 April 1997.

- (b) Shift employees who in each roster period rotate afternoon and/or night shift with day shift shall be granted an additional week's leave. Provided that for employees whose shifts are not subject

to regular rotation one day's additional annual leave shall be accrued for each thirty afternoon or night shifts worked to a maximum of five annual leave days each twelve months.

This subclause shall apply to new employees engaged on or after 12 April 1990.

- (6) Any time in respect of which an employee is absent from work except time for which he/she is entitled to claim sick pay or time spent on annual leave or long service leave as prescribed by this award shall not count for the purpose of determining annual leave.
- (7) Before going on annual leave each employee shall be given at least two weeks' notice of the date such leave is to commence.
- (8) The provisions of this clause shall not apply to casual employees.
- (9)
  - (a) The annual leave prescribed by this clause may be given and taken before the completion of 12 months continuous service as prescribed by subclause (1) of this clause.
  - (b) If the services of an employee terminate and the employee has taken a period of leave in accordance with this subclause and if the period of leave so taken exceeds that which would become due pursuant to subclause (3) of this clause the employee shall be liable to pay the amount representing the difference between the amount received by him/her for the period of leave taken in accordance with this subclause and the amount which would have accrued in accordance with subclause (3) of this clause. The employer may deduct this amount from moneys due to the employee by reason of the other provisions of this award at the time of termination.

#### 16. - LONG SERVICE LEAVE

The Long Service Leave provisions published in Volume 66 of the Western Australian Industrial Gazette at pages 1 to 4 both inclusive are hereby incorporated in and shall be deemed part of this award.

#### 17. - PAYMENT OF WAGES

- (1) Wages shall be paid by cheque, direct transfer or cash at the employer's discretion following consultation with employees.
- (2)
  - (a)
    - (i) Where the employer requires the employee to establish an account for the purpose of receiving his/her wages, the employee shall bear the cost associated with the establishment and maintenance of such account.
    - (ii) The employer may require such an account to be established at a major bank or building society.
  - (b) In respect of transfer fees associated with the transfer of funds from the employer's bank to any other bank or financial institution, such fees shall be paid by the employer.
- (3) In the case of payment by cheque the employer shall arrange encashment facilities at a branch of a bank in close proximity to the place of work. Where it is impractical for the employee to cash the cheque on pay day, reasonable access to the facility shall be allowed by the employer during working time.
- (4) If, for reasons within the control of the employer, wages are not available at the nominated time and the employee is kept waiting for a period exceeding 30 minutes, overtime rates shall apply, provided that in the case of an employee rostered for duty on that day, the 30 minute period shall commence from the employee's finishing time.
- (5) No deduction shall be made from an employee's wages unless the employee has agreed to such deduction in writing, or the deduction is authorised by the award.

- (6) Each employee shall be provided with a pay advice slip on each day that wages are paid. The pay advice slip shall detail:
- (a) the rate of wage;
  - (b) the hours worked, including overtime;
  - (c) the gross wage;
  - (d) the net wage;
  - (e) any allowances paid;
  - (f) any deductions made;
  - (g) the composition of any annual leave payment;
  - (h) the composition of any termination payment.
- (7) Wages shall be paid fortnightly, provided that by agreement between the employer and the Union, wages may be paid at other intervals.
- (8) Subject to subclause (9) hereof, upon termination of employment, the employer shall pay to the employee all moneys earned by or payable to the employee before the employee leaves the hostel or the same shall be forwarded to the employee by post on the next working day following termination.
- (9) Where the employee terminates his or her employment without notice as required by Clause 7. - Contract of Service of this Award, the employer shall forward as soon as reasonably possible all moneys earned by or payable to such employee to that employee by post.
- (10) If an employee fails to collect his/her wages on the appointed day, such wages shall thereafter be available for collection (at previously notified times) during office hours.

#### 18. - WAGES

- (1) (a) The minimum weekly rate of wage payable to employees covered by this award shall be the Base Rate plus the Arbitrated Safety Net Adjustment (ASNA) Payment expressed hereunder:

	Base Rate \$	Arbitrated Safety Net Adjustments \$	Minimum Weekly Rate \$
(i) Qualified Cook	460.90	438.60	899.50
(ii) Cook Working Alone	401.00	427.90	828.90
(iii) Other Cook	395.90	427.40	823.30
(iv) Supervisor	426.40	434.60	861.00
(v) Assistant Supervisor	403.60	428.20	831.80
(vi) Domestic	378.30	425.90	804.20

(vii) Driver	402.90	428.10	831.00
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- (2) The classification "domestic" shall include the following: cleaner, domestic, gardener, handyperson, kitchen employee, laundry employee, pantry employee, machinist, storeperson and like classification.
- (3) The ordinary wages of any employee other than a supervisor or assistant supervisor placed in charge of three or more employees shall be increased by \$21.20 per week.
- (4) The hourly rate shall be calculated by dividing the weekly rate by 38.
- (5) The minimum weekly rates of wage for work in ordinary time to be paid to junior employees shall be as follows -

	Percentage of Adult Rate %
Under 17 years of age	60
At 17 years of age	70
At 18 years of age	80
At 19 years of age	100

- (6) Apprentices Wages:

The weekly wage rate shall be a percentage of the tradesperson's rate as under:

	Percentage of Tradesperson's Weekly Rate %
(a) Four year Term	
First year	42
Second year	55
Third year	75
Fourth year	88
(b) Three and One Half Year Term	
First six months	42
Next year	55
Next following year	75
Final year	88
(c) Three-year Term	
First year	55
Second year	75
Third year	88

- (d) For the purposes of this part "Tradesperson's Rate" means the rate of wage payable to a "Qualified Cook", as prescribed in this clause.
- (7) 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.

#### 19. - HIGHER DUTIES

An employee who is capable of performing and does perform all duties of a position which carries a higher rate of pay than that which he or she usually performs shall be entitled to the higher rate whilst so engaged.

#### 20. - UNIFORMS AND LAUNDERING

- (1) Where the employer requires a uniform to be worn, a supply of four such uniforms shall be made available for use by each employee but such uniforms shall at all times remain the property of the employer.
- (2) In lieu of the provision of uniforms, the employer may pay an allowance of \$3.45 per week.
- (3) The term "uniform" shall include all items of clothing and footwear which are specified by the employer according to type or colour or according to the exclusion of ordinary clothing or footwear, to be worn.
- (4) Each employee shall be entitled to all reasonable laundry work at the expense of the employer, but where the employer elects not to launder the uniforms, the employee shall be paid an allowance of \$1.63 per week.

#### 21. - BOARD AND/OR LODGING

- (1) Where employees are provided with Lodging by the employer, the following charges, or deductions as the case may be, may be made by the employer:

Lodging	\$23.00 per week
Lodging for employees sharing rooms	\$11.60 per week
Lodging for self contained furnished single accommodation within hostel grounds	\$37.80 per week

For the purposes of this clause "Lodging" means a room constituting a bedroom, together with communal toilet, laundry and sitting room facilities.

- (2)
  - (a) The amounts herein prescribed shall be varied as the result of State Wage Case variations to the rate of wage for a supervisor by the same proportion and at the same time.
  - (b) Any variation to the lodging charges shall be calculated to the nearest ten cents.
- (3) An employee in receipt of the call allowance prescribed by Clause 27. - Call Allowance of this award shall not be charged for lodging except where the hostel is the principle place of residence of the employee.
- (4) Notwithstanding the charges in subclause (1) employers may charge higher rates for the accommodation described provided that:
  - (a) any increase above the rate prescribed is not greater than 20% of the increase in wages that the affected employee received or will receive by the inclusion of the new rates contained in Clause 27. - Call Allowance and,
  - (b) any increase is reasonable having regard to the nature of the accommodation provided.

## 22. - ROSTER

- (1) A roster shall be posted in a convenient place where it can be readily seen by the employees concerned.
- (2) Such roster shall denote the hours to be worked by each employee and shall be open for inspection by a duly accredited representative of the Union at such times as the record is open for inspection.
- (3) Such roster shall be posted at least 48 hours before it comes into operation and may be altered by 48 hours notice, but this shall not prevent a part-time employee working additional shifts in accordance with subclause (4) of Clause 12. - Part-Time Employees.
- (4) No employee shall be rostered for duty until at least 8 hours have elapsed from when the previous rostered shift ended.

## 23. - RECORD

- (1) Each employer bound by this award shall maintain a record containing the following information:
  - (a) The name and address given by each employee subject to this Award.
  - (b) The date of birth of an employee if paid as a junior employee.
  - (c) The date on which each employee commenced employment with that employer.
  - (d) The classification and "year of employment" of the employee and whether the employee is employed full-time, part-time or casual.
  - (e) The commencing and finishing time of work each day, together with any periods between those times when the employee was not required to work.
  - (f) The total number of ordinary hours and the total number of overtime hours worked each day.
  - (g) The wages and any allowances paid to each employee each pay period and any deductions made therefrom.
- (2)
  - (a) The record shall be kept at one establishment and in date order so that the inspections referred to in subclause (3) of this Clause may be made with respect to any period in the 12 months preceding the date of inspection.
  - (b) The employer may, if it is part of normal business practice, periodically send the record or any part of the record to another person, provided that the provisions of this paragraph shall not relieve the employer of the obligations contained elsewhere in this Clause.
- (3)
  - (a) Subject to this clause, the record shall be available for inspection by any officer of the Union or other authorised representative of the Union between the hours of 9.00am and 5.00pm Monday to Friday inclusive at such time and date as requested by the Union.
  - (b) The officer of the Union or other authorised representative of the Union shall be permitted reasonable time to inspect the record and if required take an extract or copy of any of the information contained therein.
  - (c) The employer shall permit each employee to inspect the record as it relates to that employee either at the time of payment of wages or at such other time as may be mutually convenient. The employer shall not unreasonably withhold the record from inspection by the employee.
- (4)
  - (a) If, for any reason, the record is not available for inspection at the time and date requested, the Union and the employer or his agent may fix a mutually convenient time for the inspection to take place.

- (b) If a mutually convenient time cannot be fixed, the Union may advise the employer in writing that it requires to inspect the record in accordance with the provisions of this Award and shall specify the period contained in the record which it requires to inspect.

Before exercising a power of inspection the representative shall give reasonable notice of not less than 24 hours to the employer

- (c) Within 10 days of the receipt of such advice:
  - (i) employers who normally keep this record at a place more than 35 kilometres from the G.P.O. Perth, shall send a copy of that part of the record specified to the office of the Union; and
  - (ii) employers who normally keep the record at a place less than 35 kilometres from the G.P.O Perth, shall make the record available to the Union at a time specified by the Union.
- (d) In the event of a demand made by the Union which the employer considers unreasonable the employer may apply to the Industrial Relations Commission for direction. An application to the Industrial Relations Commission made by an employer for direction will, subject to the direction, stay the requirements contained elsewhere in this subclause.

- (5) In addition to the foregoing, the employer shall maintain for the duration of the employees employment, a record in respect of each employee showing:
  - (a) Name and classification.
  - (b) Total hours worked each week.
  - (c) Number of days worked each week.
  - (d) Total wages paid each pay period.
- (6) Records required to be kept by this Clause shall be passed on to any succeeding employer in the event that the business is sold or transmitted.

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

- (1) A copy of this Award if supplied by the Union shall be exhibited by each employer on his business premises in such a place where it may be conveniently and readily seen by each worker employed.
- (2) The Secretary of the Union, or any other duly accredited representative of the Union, shall be permitted to post notices relating to Union business in such a place where it may be conveniently and readily seen by each worker employed.

#### 25. - UNDER-RATE EMPLOYEES

- (1) Any employee who may by reason of old age or infirmity be unable to earn the minimum rate of wage, may be paid such lesser wage as may from time to time be agreed upon in writing between the Union and the employer.
- (2) In the event of agreement not being arrived at, the matter may be referred to the Board of Reference for determination.
- (3) After application has been made to the Board, and pending the Board's decision, the employee shall be entitled to work for and be employed at the proposed lesser rate.

## 26. - BREAKDOWNS

The employer shall be entitled to deduct payment for any day or portion of a day upon which the employee cannot be usefully employed because of any strike by the Union or Unions affiliated with it, or by any other association or union, or through the breakdown of the employer's machinery or any stoppage of work by any cause which the employer cannot reasonably prevent.

## 27. - CALL ALLOWANCE

- (1) An employee who is required to be present at the workplace for any period to be available for call shall be:
  - (a) deemed to be on call; and
  - (b) paid an on call allowance at the rate of \$7.05 for each hour spent on call.
- (2) Time spent on call shall not be regarded as ordinary hours or as time worked for any purpose whatsoever.
- (3) Payment of the on call allowance referred to in subclause (1) shall be payment for work undertaken by the employee during any continuous period of on call unless the work is in excess of either;
  - (a) one hour; or
  - (b) two call outs.
- (4) For the purpose of subclause (3) time spent by an employee in attending to residents or securing the premises of the employer shall be regarded as a call out.
- (5) An employee shall not be required to undertake any other duty of employment whilst on call.
- (6) Subject to subclause (3) an employee called out to work shall be paid at overtime rates for the period of the call out with a minimum payment of 30 minutes.
- (7) An on call period shall not exceed 12 hours unless the premises at which the employee is required to remain is the employee's principal place of residence, in which case the employee may be on call for up to 14 hours.
- (8) An employee shall not be entitled to the on call allowance prescribed by this clause for any hour in respect of which she or he is entitled to payment for ordinary hours or overtime.

## 28. - 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.

<u>TOWN</u>	<u>PER WEEK</u>
Agnew	\$22.30
Argyle	\$59.70
Balladonia	\$23.10
Barrow Island	\$38.90
Boulder	\$9.50
Broome	\$35.90
Bullfinch	\$10.40
Carnarvon	\$18.40
Cockatoo Island	\$39.30



Coolgardie	\$9.50
Cue	\$22.90
Dampier	\$31.30
Denham	\$18.40
Derby	\$37.30
Esperance	\$6.50
Eucla	\$25.00
Exmouth	\$32.80
Fitzroy Crossing	\$45.30
Halls Creek	\$52.40
Kalbarri	\$8.00
Kalgoorlie	\$9.50
Kambalda	\$9.50
Karratha	\$37.60
Koolan Island	\$39.30
Koolyanobbing	\$10.40
Kununurra	\$59.70
Laverton	\$22.80
Learmonth	\$32.80
Leinster	\$22.30
Leonora	\$22.80
Madura	\$24.10
Marble Bar	\$57.90
Meekatharra	\$19.80
Mount Magnet	\$24.80
Mundrabilla	\$24.60
Newman	\$21.40
Norseman	\$19.80
Nullagine	\$57.80
Onslow	\$38.90
Pannawonica	\$29.10
Paraburdoo	\$28.90
Port Hedland	\$31.10
Ravensthorpe	\$11.70
Roebourne	\$43.30
Sandstone	\$22.30
Shark Bay	\$18.40
Southern Cross	\$10.40
Telfer	\$53.20
Teutonic Bore	\$22.30
Tom Price	\$28.90
Whim Creek	\$37.20
Wickham	\$35.90
Wiluna	\$22.50
Wyndham	\$55.90

- (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 his/her 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  $66\frac{2}{3}$  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 he/she shall be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.
  - (6) Where an employee is on long service leave or other approved leave with pay (other than annual leave) he/she shall only be paid location allowance for the period of such leave he/she remains in the location in which he/she is 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.

#### 29. - MATERNITY LEAVE

- (1) Eligibility for Maternity Leave.

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

For the purposes of this clause:

(a) An employee shall include a part-time employee but shall not include an employee engaged upon casual or seasonal work.

(b) Maternity leave shall mean unpaid maternity leave.

(2) Period of Leave and Commencement of Leave.

(a) Subject to subclauses (3) and (6) hereof, the period of maternity leave shall be for an unbroken period of from 12 to 52 weeks and shall include a period of six weeks' compulsory leave to be taken immediately before the presumed date of confinement and a period of six weeks' compulsory leave to be taken immediately following confinement.

(b) An employee shall, not less than 10 weeks prior to the presumed date of confinement, give notice in writing to her employer stating the presumed date of confinement.

(c) An employee shall give not less than four weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave, stating the period of leave to be taken.

(d) An employee shall not be in breach of this award as a consequence of failure to give the stipulated period of notice in accordance with paragraph (c) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

(3) Transfer to a Safe Job.

Where, in the opinion of a duly qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a duly qualified medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (7), (8), (9) and (10) hereof.

(4) Variation of Period of Maternity Leave.

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

(b) The period of leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(5) Cancellation of Maternity Leave.

(a) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.

(b) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

(6) Special Maternity Leave and Sick Leave.

(a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then -

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

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

(7) Maternity Leave and Other Leave Entitlements.

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

- (a) An employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is then entitled.
- (b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during her absence on maternity leave.

(8) Effect of Maternity Leave on Employment.

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

(9) Termination of Employment.

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

(10) Return to Work After Maternity Leave.

- (a) An employee shall confirm her intention of returning to her work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.
- (b) An employee upon the expiration of the notice required by paragraph (a) hereof shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case

of an employee who was transferred to a safe job pursuant to subclause (3), to the position which she held immediately before such transfer. Where such position no longer exists but there are other positions available for which the employee is qualified and the duties of which she is capable of performing she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

- (11) Replacement Employees.
- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.
  - (b) Before an employer engages a replacement employee under this subclause the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
  - (c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
  - (d) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.
  - (e) A replacement employee shall not be entitled to any of the rights conferred by this clause except where her employment continues beyond the twelve months' qualifying period.
- (12) Effect of Maternity Leave on Accrued Day(s) Off.
- (a) When an employee proceeds on maternity leave there will be no accrual towards an accrued day off as prescribed in subclauses (1) and (2) of Clause 7. - Hours of this Award.
  - (b) When an employee proceeds on maternity leave the employer may pay an employee the amount of hours accrued towards an accrued day off as prescribed in subclauses (1) and (2) of Clause 7. - Hours of this Award.
- (13) 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 66 of the Western Australian Industrial Gazette at page 104, the entitlement to maternity leave as prescribed by this clause 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.

### 30. - NO REDUCTION

- (1) Nothing contained in this Award shall operate to reduce the wages or conditions of any employee who at the date of this Award is being paid a higher rate of wage than the minimum prescribed for his/her class of work or who enjoyed conditions more beneficial than contained in this Award.
- (2) An employee in receipt of a higher wage than that prescribed by this Award shall have that wage adjusted according to State Wage Case decisions until the wage prescribed by this Award is no less than that paid to the employee.
- (3) An employee in receipt of accumulated days off as the means of working the 38 hour week shall continue to receive such accrued days off unless agreement to do otherwise is reached.

### 31. - SHIFT WORK

- (1)
  - (a) The loading on the ordinary rates of pay for an afternoon or night shift worked in ordinary hours shall be 12.5%.
  - (b) For the purposes of this subclause an afternoon shift shall be one which commences between 12.00 noon and 6.00pm and a night shift shall be one which commences between 6.00pm and 4.00am.
  - (c) The second portion of a broken shift, where such second portion commences after 12.00 noon shall be regarded as an afternoon shift for the purposes of this subclause.
  - (d) The provisions of paragraph (a) of this subclause do not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours at or before 6.00pm on that day.
- (2) The following provisions shall apply in lieu of the foregoing for the period on and from 1 July, 1991 pending a decision of the Western Australian Industrial Relations Commission with respect to the provisions of this clause.
  - (a) The loading on the ordinary rates of pay for an afternoon or night shift worked in ordinary hours shall be 15%.
  - (b) For the purposes of this subclause an afternoon shift shall be one which commences between 12.00 noon and 6.00pm and a night shift shall be one which commences between 6.00pm and 4.00am.
  - (c) The second portion of a broken shift, where such second portion commences after 12.00 noon shall be regarded as an afternoon shift for the purposes of this subclause.
  - (d) The provisions of subclause (a) of this subclause do not apply to an employee who on any day commences ordinary hours of work after 12.00 noon and completes those hours at or before 6.00pm on that day.

### 32. - INTERVIEWS

- (1) An accredited representative of the Union shall be entitled to enter the business premises of the employer and interview an employee subject to the following:
  - (a) On arrival at the workplace the union representative shall seek permission to enter the premises from the employer or his senior representative.
  - (b) Agreement between the union representative and the employer shall be sought as to where and subject to what conditions the employee may be interviewed or work inspected.
- (2) Failing agreement on the foregoing, the following shall apply:

On giving prior notice in writing or by telephone to the employer or his appointed representative, or failing that person being available, the most senior person in charge of the establishment, an accredited representative of the Union shall be entitled to enter the business premises of the employer to interview an employee during the recognised meal period at the place at which the meal is usually taken, provided that this right shall not be exercised without the consent of the employer more than once in any one week, however the employer does not have the right to refuse the first occasion in any one week provided prior notice has been given. If access has not been gained in accordance with the provisions of this clause then the union representative shall leave immediately upon a request from the employer or, his appointed representative or senior person in charge.

### 33. - FARES AND MOTOR VEHICLE ALLOWANCES

- (1) Where an employee is required during his/her normal working hours by his/her employer to work outside his/her usual place of employment, the employer shall pay the employee any reasonable travelling expenses incurred except where an allowance is paid in accordance with subclause (2) of this clause.
- (2) (a) Where an employee is required and authorised to use his/her own motor vehicle in the course of his/her duties he/she shall be paid an allowance not less than that provided for in the schedules set out hereunder. Notwithstanding anything contained in this subclause, the employer and the employee may make any other arrangements as to car allowance not less favourable to the employee.
- (b) Where an employee in the course of a journey travels through two or more of the separate areas, payment at the rates prescribed herein shall be made at the appropriate rate applicable to each of the separate areas traversed
- (c) A year for the purpose of this clause shall commence on the 1st day of July and end on the 30th day of June next following.

Rates of hire for use of employee's own vehicle on employer's business:

Schedule 1 - Motor Vehicle Allowances

Area Details	Engine Displacement (in cubic centimetres)		
	Over 2600cc	Over 1600cc - & 2600cc	1600cc Under
	Rate per kilometre (Cents)		
Metropolitan Area	88.4	76.7	68.0
South West Land Division	90.9	78.9	70.1
North of 23.5o South Latitude	99.7	86.9	77.4
Rest of the State	93.8	81.5	72.3

Schedule 2 - Motor Cycle Allowances

Distance travelled during a year on Official Business	Rate per Kilometre (Cents)
All areas of the State	30.5

Motor vehicles with rotary engines are to be included in the 1600 - 2600cc

34. - TEMPORARY EMPLOYEES

A temporary employee shall accrue and be paid all the benefits prescribed by this Award for time worked as if the employee was permanently employed, notwithstanding breaks in employment, and shall be entitled to or give, as the case may be, one week's notice of termination of the contract of service, and shall either be paid or forfeit, as the case may be, one week's pay if the required notice is not given.

35. - CALCULATION OF PENALTIES

Where an employee works hours which would entitle that employee to payment of more than one of the penalties payable in accordance with Clause 9. - Weekend and Public Holiday Rates, Clause 10. - Overtime and Clause 31. - Shift Work of this award only the highest of such penalty shall be payable.

36. - DELETED

### 37. - DISPUTE SETTLEMENT PROCEDURES

- (1) Subject to the provisions of the Industrial Relations Act, 1979 (as amended) any grievance, complaint or dispute, or any matter raised by the union or a respondent and employees, shall be settled in accordance with the procedure outlined in this clause.
- (2) These procedures have been developed by agreement between the parties. The union recognises the right and responsibility of private health employers to provide uninterrupted and efficient services to the community. The employer recognises the rights and responsibilities of the union to represent its members in compliance with its rules.
- (3) The procedure is also intended to provide effective and speedy means for resolution of employee difficulties and problems.
- (4) Depending on the issues involved, the size of the organisation and the union membership of the employees concerned, a procedure involving the following stages of discussion shall apply. These are -
  - (a) discussions between the employee/s concerned and the immediate supervisors;
  - (b) discussions involving the employee/s concerned, (and an elected on site union representative if requested), the employer representative or senior officer;
  - (c) senior officer to resolve issue, if unable to refer to senior management. Employee may notify union at this stage if desired;
  - (d) discussions involving union officials and/or site union representatives and senior management representative(s).
- (5) Sensible time limits shall be allowed for the completion of the various stages of the discussions. At least seven days should be allowed for all stages of the discussions to be finalised.
- (6) Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved the parties may jointly or individually refer the matter to the Western Australian Industrial Relations Commission for assistance in resolving the dispute.
- (7) Where the employer seeks to discipline an employee, or terminate an employee the following steps shall be observed:
  - (a) In the event that an employee commits a misdemeanour, the employee's immediate supervisory or any other staff member so authorised, may exercise the employer's right to reprimand the employee so that the employee understands the nature and implications of their conduct.
  - (b) The first two reprimands shall take the form of warnings and, if given verbally, shall be confirmed in writing as soon as practicable after the giving of the reprimand.
  - (c) Should it be necessary, for any reason, to reprimand an employee three times in a period not exceeding twelve months' continuous service, the contract of service shall, upon the giving of that third reprimand, be terminable in accordance with the provisions of this award.
  - (d) The status quo (i.e. the conditions applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.
- (8) In resolving issues of an industry wide nature discussions which may be initiated at the level specified in (4)(d) above between the appropriate union official and the employer, shall then be referred to the Health Care Management Committee of the Confederation of Western Australian Industry by either or both parties.
- (9) For the purposes of this procedure:



"employer" means the relevant officer nominated at each work site.

"senior officer" means an officer nominated by management.

"industry wide issues" include issues affecting more than one work site or claims seeking variations to an award.

"work site" means as agreed between the parties.

- (10) The parties to this award are committed to implementing a new wage and classification structure.

To allow this to occur in an orderly and efficient manner the parties agree that when the award is varied to insert a new wage and classification structure, the disputes settling procedure clause will be varied to provide a mechanism for dealing with claims by existing employees on the appropriateness of their classification in the new structure.

- (11) The parties acknowledge that this procedure formed part of the package which justified the payment of the increases available under the Structural Efficiency Principle.

- (12) Accordingly, the parties agree that if either party is of the view that the other party is in breach of this procedure, the matter will be referred to the Western Australian Industrial Relations Commission for it to determine:

- (a) whether a breach of the procedure has occurred; and
- (b) subject to (12)(a) above, the appropriateness of the continued provision of the benefits provided under the Structural Efficiency Principle or any other action considered appropriate by the Commission.

### 38. - INTRODUCTION TO CHANGE

- (1) Where an employer has made a definite decision to introduce major changes that are likely to have significant effects on employees, the employer shall notify employees who may be affected, and their union.
- (2) As soon as practicable the employer shall enter into discussions with employees on issues involved in the changes.
- (3) The employer shall discuss with the union any matters raised in relations to the changes.

### 39. - STRUCTURAL EFFICIENCY IMPLEMENTATION TASKS

- (1) The parties to this award are committed to co-operating positively to increasing efficiency and quality of care in the industry and to enhancing the career opportunities and job security in the industry in accordance with the structural efficiency principle outlined in the Commission in Court Session Decision in Matter No. 704 of 1991.
- (2) At the private health industry level a formal consultative mechanism between representatives of the employers and representatives of the Union shall be established to consider measures raised by the employers or Union that are consistent with the objectives of subclause (1) of this clause.
- (3) The Industry Consultative Committee referred to in subclause (2) of this clause shall determine its own procedures and terms of reference and will meet within two months of this clause being ratified by the Western Australian Industrial Relations Commission.
- (4) The Industry Consultative Committee will meet at least six times per year and more often where agreed between the parties.

- (5) The Industry Consultative Committee shall give priority to the following issues:
- the implementation of a new wage and classification structure;
  - an examination of skills in the industry;
  - minimum rates adjustments; and
  - the drafting of an appropriate award clause on enterprise consultation, as soon as reasonably practicable, and consistent with the relevant State Wage Principles.
- (6) Nothing in this clause shall limit the rights of any of the parties to the award to conciliation and/or arbitration in the Western Australian Industrial Relations Commission.

#### 40. - ENTERPRISE FLEXIBILITY PROVISIONS

1. This clause provides a mechanism to develop an enterprise specific agreement which, subject to the Commission's approval, may vary the terms of the award.
2. Any enterprise specific agreement must be genuinely supported by the majority of employees affected and be agreed between the employer and the Union.
3. The following steps shall be followed at the enterprise:-
  - (a) where the employer, the Union or an employee is of the view that a provision of this award could be varied to better suit the employer's business or the employee's aspirations, the issue may be raised for discussion at the enterprise between:-
    - (i) the employees who would be affected by the change; and
    - (ii) the employer; and
    - (iii) the Union.
  - (b) where the discussions referred to above result in a proposal to vary the award under this clause, the proposal shall be reduced to writing and circulated for consultation to the employer, the Union and all employees affected.
  - (c) any proposal made under this clause must meet the following requirements:-
    - (i) the majority of employees affected must genuinely agree to the change; and
    - (ii) the employees, the employer and the Union must have been involved in establishing the proposal; and
    - (iii) no employee shall lose any existing entitlement to earnings for working ordinary hours of work as a result of the implementation of the proposal, provided that the parties may agree on terms and conditions in the aggregate no less favourable to the employees.
4. Where the process in subclause (3) results in an agreement requiring a variation to the award, either the employer, the Union or both shall apply to the Commission under Section 40 of the Industrial Relations Act 1979 (as amended) to have the agreement approved as an award variation affecting the particular enterprise.
5. Nothing in this clause shall prevent the parties, or any of them, from applying to register an Industrial Agreement under Section 41 of the Industrial Relations Act 1979 (as amended).

#### APPENDIX - RESOLUTION OF DISPUTES REQUIREMENTS

- (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) Any dispute or grievance procedure in this award/industrial agreement shall also apply to any questions, disputes or difficulties which may arise under it.
- (3) With effect from 22 November 1997 the dispute or grievance procedures in this award/industrial agreement is hereby varied to include the requirement that persons involved in the question, dispute or difficulty will confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Commission.

SCHEDULE A - PARTIES TO THE AWARD

The following organisation is a party to this award:

The Australian Liquor, Hospitality and Miscellaneous Workers Union, Western Australian Branch.

SCHEDULE B - RESPONDENTS

Anglican Homes for the Aged (Incorporated)  
416 Stirling Highway  
COTTESLOE WA 6011

Catholic Homes for the Aged (Incorporated)  
29 Goderich Street  
EAST PERTH WA 6000

Uniting Church in Australia Aged Persons  
Homes Board Trust, W.A.  
73 Mill Point Road  
SOUTH PERTH WA 6151

Salvation Army (Western Australia) Property Trust  
48 Pier Street  
PERTH WA 6000

Returned Services League (W.A.) Incorporated  
51 Alexander Drive  
MT. LAWLEY WA 6050

Silver Chain Nursing Association (Incorporated)  
6 Sundercombe Street  
OSBORNE PARK WA 6017

City of Bayswater Aged Persons Homes Trust  
61 Broun Avenue  
MORLEY WA 6062

Presbyterian Church Western Australia  
214 Canning Highway  
EAST FREMANTLE WA 6158

Dale Cottages (Incorporated)  
John Street  
ARMADALE WA 6112

Churches of Christ Homes (Incorporated)  
20 Plantation Street  
MT. LAWLEY WA 6050

Mandurah Retirement Village (Incorporated)  
Third Avenue  
MANDURAH WA 6210

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.

VARIATION RECORD

AGED AND DISABLED PERSONS HOSTELS AWARD, 1987.

NO A 6 OF 1987

Delivered 23/10/87 at 67 WAIG 2243  
Consolidation S. 93(6) 14/03/90 at 70 WAIG 1225  
Consolidation S.93(6) 30/11/94 at 74 WAIG 3069

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
<b>1. Title</b>				
(1A. State Wage Principles December 1993)				
	Cl. & Title	985/94	30/12/94	75 WAIG 23
(1A. Statement of Principles December 1994)				
	Cl. & Title	1164/95	21/03/96	76 WAIG 911
(1A. Statement of Principles March 1996)				
	Cl & Title	915/96	7/08/96	76 WAIG 3368
(1A Statement of Principles - August 1996)				
	Cl & Title	940/97	14/11/97	77 WAIG 3177
(1A. Statement of Principles - November 1997)				
	Cl. & Title	757/98	12/06/98	78 WAIG 2579
(1A. Statement of Principles - June, 1998)				
	Del Cl	609/99	06/07/99	79 WAIG 1847
<b>1B. Minimum Adult Award Wage</b>				
	Ins. 1B	940/97	14/11/97	77 WAIG 3177
	Cl.	1100/98	20/07/98	79 WAIG 85
	Rates & Text	609/99	01/08/99	79 WAIG 1847
	Operative date	1100/98	05/08/99	79 WAIG 2101
	Cl	654/00	01/08/00	80 WAIG 3379
	Cl	752/01	01/09/01	81 WAIG 1721
	Cl.	797/02	01/08/02	82 WAIG 1369
	Cl.	569/03	5/06/03	83 WAIG 1899 & 1943
	(9)	1197/03	1/11/03	83 WAIG 3537
	Cl	570/04	4/06/04	84 WAIG 1521
	Cl.	576/05	07/07/05	85 WAIG 2083 & 2117
	Cl.	957/05	07/07/06	86 WAIG 1631 & 1672
	Cl.	1/07	01/07/07	87 WAIG 1487 & 1531
	Cl	115/07	01/07/08	88 WAIG 773 & 807
	Cl	1/09	01/10/09	89 WAIG 735 & 1218
	Cl	2/10	01/07/10	90 WAIG 568 & 753
	Cl	2/11	01/07/11	91 WAIG 1008 & 1173
	Cl	2/12	01/07/12	92 WAIG 982
	Cl.	1/13	01/07/13	93 WAIG 652
	Cl.	1/14	01/07/14	94 WAIG 875
	Cl.	1/15	01/07/15	95 WAIG 869
	Cl.	1/16	01/07/16	96 WAIG 729
	Cl.	1/17	01/07/17	97 WAIG 793
	Cl.	1/18	01/07/18	98 WAIG 263 & 497
	Cl	1/19	01/07/19	99 WAIG 509 & 823
<b>2. Arrangement</b>				
	1A. Title	985/94	30/12/94	75 WAIG 23
	Ins. 40	1102/94	01/09/95	75 WAIG 2815
	Operative date	1172 - 1177 & 1183/95	30/05/95	76 WAIG 1658
	1A. Title	1164/95	21/03/96	76 WAIG 911

Ins. Appendix - Resolution.	693/96	16/07/96	76 WAIG 2768
Ins. Appendix - S.49B - Insp	694/96	16/07/96	76 WAIG 2789
1A. Title	915/96	07/08/96	76 WAIG 3368
1A	940/97	14/11/97	77 WAIG 3177
Ins. 1B	940/97	14/11/97	77 WAIG 3177
36. Title	2053(2)/97	22/11/97	78 WAIG 3171
1A. Title	757/98	12/06/98	78 WAIG 2579
Del 1A	609/99	06/07/99	79 WAIG 1847

### 3. Area

### 4. Scope

### 5. Term

### 6. Definitions

(6)	659/00	16/11/00	80 WAIG 5515
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### 7. Contract of Service

### 8. Hours

### 9. Weekend and Public Holiday Rates

### 10. Overtime

(4) - Rate	1317(A)/96	12/11/96	77 WAIG 756
(4) - Rate (Correcting Order)	1317(A)/96	12/11/96	77 WAIG 756
(4)	659/00	16/11/00	80 WAIG 5515
(4)	1034/01	8/1/02	82 WAIG 233
(4)	997/02	28/01/03	83 WAIG 474
(4)	678/03	11/3/05	85 WAIG 1091
Corr. (4)	678/03	06/04/05	85 WAIG 1388
(4)	110/06	05/02/07	87 WAIG 181
(4)	40/08	01/10/08	88 WAIG 1991

### 11. Casual Employees

### 12. Part-Time Employees

### 13. Sick Leave

### 14. Bereavement Leave

### 15. Annual Leave

(2)	691/01	14/08/01	81 WAIG 2556
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### 16. Long Service Leave

### 17. Payment of Wages

### 18. Wages

(1); Ins. (7)	1102/94	01/09/95	75 WAIG 2815
(1); (7)	308/96	30/05/96	76 WAIG 2389
(3) - Rate	1317(A)/96	12/11/96	77 WAIG 756
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
Cl.	1100/98	20/07/98	79 WAIG 85
Operative date	1100/99	05/08/99	79 WAIG 2101
SNA & Text(8)	609/99	01/08/99	79 WAIG 1847
(3)	885/99	04/11/99	79 WAIG 3401
Cl	654/00	01/08/00	80 WAIG 3379
(3)	659/00	16/11/00	80 WAIG 5515



Cl	752/01	01/08/01	81 WAIG 1721
(3)	1034/01	8/1/02	82 WAIG 233
(1)(a)	797/02	01/08/02	82 WAIG 1369
(3)	997/02	28/01/03	83 WAIG 474
Cl.	569/03	5/06/03	83 WAIG 1899 & 1943
Cl	570/04	570/04	84 WAIG 1821 & 1556
(3)	678/03	11/3/05	85 WAIG 1091
Cl.	576/05	07/07/05	85 WAIG 2083 & 2117
Cl.	957/05	07/07/06	86 WAIG 1631 & 1672
(3)	110/06	05/02/07	87 WAIG 181
Cl.	1/07	01/07/07	87 WAIG 1487 & 1531
Cl	115/07	01/07/08	88 WAIG 773 & 807
(3)	40/08	01/10/08	88 WAIG 1991
Cl	1/09	01/10/09	89 WAIG 735 & 1218
Cl	2/10	01/07/10	90 WAIG 568 & 753
Cl	2/11	01/07/11	91 WAIG 1008 & 1173
Cl	2/12	01/07/12	92 WAIG 982
Cl.	1/13	01/07/13	93 WAIG 652
Cl.	1/14	01/07/14	94 WAIG 875
Cl.	1/15	01/07/15	95 WAIG 869
Cl.	1/16	01/07/16	96 WAIG 729
Cl.	1/17	01/07/17	97 WAIG 793
Cl.	1/18	01/07/18	98 WAIG 263 & 497
Cl	1/19	01/07/19	99 WAIG 509 & 823

#### 19. Higher Duties

#### 20. Uniforms and Laundering

(4)	659/00	16/11/00	80 WAIG 5515
(4)	1034/01	8/1/02	82 WAIG 232
(4)	997/02	28/01/03	83 WAIG 474
(4)	678/03	11/3/05	85 WAIG 1091
(4)	110/06	05/02/07	87 WAIG 181
(4)	40/08	01/10/08	88 WAIG 1991

#### 21. Board and/or Lodging

Cl.	1586/96	12/12/96	77 WAIG 473
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#### 22. Roster

#### 23. Record

(4)(b) ins text.	491/98	16/04/98	78 WAIG 1471
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#### 24. Posting of Award and Union Notices

#### 25. Under-Rate Employees

#### 26. Breakdowns

#### 27. Call Allowance

Cl.	1586/96	12/12/96	77 WAIG 473
Cl	885/99	04/11/99	79 WAIG 3401
(1)	978/98	28/02/00	79 WAIG 1174
Cl.	659/00	16/11/00	80 WAIG 5515
Cl.	691/01	14/08/01	81 WAIG 2556
(1)(b)	1034/01	8/1/02	82 WAIG 233
(1)(b)	997/02	28/01/03	83 WAIG 474
(1)(b)	678/03	11/3/05	85 WAIG 1091
(1)(b)	110/06	05/02/07	87 WAIG 181
(1)(b)	40/08	01/10/08	88 WAIG 1991

**28. Location Allowance**

Cl.	641/95	01/07/95	75 WAIG 2125
Cl.	911/96	01/07/96	76 WAIG 3365
Cl.	1400/97	01/07/97	77 WAIG 2547
Cl.	975/98	01/07/98	78 WAIG 2999
Cl.	690/99	01/07/99	79 WAIG 1843
Cl.	1050/00	01/08/00	80 WAIG 3153
Cl.	718/01	01/08/01	81 WAIG 1559
Cl.	686/02	01/07/02	82 WAIG 1185
Cl.	570/03	01/07/03	83 WAIG 1657
Cl.	696/04	01/07/04	84 WAIG 2145
Cl.	458/05	01/07/05	85 WAIG 1893
Cl.	59/06	01/07/06	86 WAIG 1471
Cl.	53/07	01/07/07	87 WAIG 2435
Cl.	9/08	01/07/08	88 WAIG 689
Cl.	24/09	01/07/09	89 WAIG 729
Cl.	24/09	01/07/09	89 WAIG 2483
Cl.	117/10	01/07/10	90 WAIG 561
Cl.	24/11	01/07/11	91 WAIG 995
Cl.	6/12	01/07/12	92 WAIG 725
Cl.	7/13	01/07/13	93 WAIG 461
Cl.	11/14	01/07/14	94 WAIG 669
Cl.	118/15	01/07/15	95 WAIG 700
Cl.	15/16	01/07/16	96 WAIG 631
Cl.	20/17	01/07/17	97 WAIG 585
Cl.	20/18	01/07/18	98 WAIG 415
Cl.	24/19	01/07/19	99 WAIG 615

**29. Maternity Leave****30. No Reduction****31. Shift Work****32. Interviews****33. Fares and Motor Vehicle Allowances**

(2) (c)	1317(B)/96	21/10/97	77 WAIG 3459
(2)(c)	659/00	16/11/00	80 WAIG 5515
(2)(c)	1034/01	8/1/02	82 WAIG 233
(2)(c)	997/02	28/01/03	83 WAIG 474
(2)(c)	678B/03	11/03/05	85 WAIG 1091
(2)(c)	110/06	05/02/07	87 WAIG 181
(2)(c)	40/08	01/10/08	88 WAIG 1991

**34. Temporary Employees****35. Calculation of Penalties****(36. Payroll Deductions of Union Dues)**

Cl. & Title	2053(2)/97	22/11/97	77 WAIG 3171
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**36. Deleted****37. Dispute Settlement Procedures****38. Introduction to Change**

(39. Continuity of Entitlements)

**39. Structural Efficiency Implementation Tasks**

**40. Enterprise Flexibility Provisions**

Ins.Cl.	1102/94	01/09/95	75 WAIG 2815
Operative date	1172-1177 & 1183/95	16/05/95	76 WAIG 1658
Cl.	1172;- 1177 & 1183/95	20/07/98	78 WAIG 3015

**Appendix - Resolution of Disputes Requirements**

Ins. Appendix.	693/96	16/07/96	76 WAIG 2768
CL	2053/97	22/11/97	77 WAIG 3079

**Schedule A - Parties to the Award**

Text	885/99	04/11/99	79 WAIG 3401
Sch.	659/00	16/11/00	80 WAIG 5515

**Schedule B - Respondents**

**Appendix - S.49B - Inspection of Records Requirements**

Ins.appendix.	694/96	15/07/96	76 WAIG 2789
Ins. Text	2053(1)/97	22/11/97	77 WAIG 3138
App.	491/98	16/04/98	78 WAIG 1471