Auxiliary Staff Residential Colleges (Government) Award 2021

1. - TITLE

This award shall be known as the Auxiliary Staff Residential Colleges (Government) Award 2021 (previously known as the Country High Schools Hostels Award, 1979) and shall replace Award No. 21A of 1969.

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 $779.00 per week.

The minimum adult award wage for full-time employees aged 21 or more working under awards that provide for other than a 38-hour week is calculated as follows: divide $779.00 by 38 and multiply by the number of ordinary hours prescribed for a full-time employee under the award.

The minimum adult award wage is payable on and from the commencement of the first pay period on or after 1 July 2021.

(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 2021 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 $665.60 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 $665.60 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 2021.

(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.

2. - ARRANGEMENT

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Schedule A - Parties to the Award
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3. - SCOPE

This award shall apply to Cooks, Kitchenhands, Gardeners/Handypersons, and Domestic Employees employed in Residential Colleges as defined by the *School Education Act 1999* (WA), who are eligible to be members of the United Workers Union (WA).

4. - TERM

This award shall be for a term of two years from the first day of February, 1980.

5. - AREA

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

6. - HOURS

(1) (a) The ordinary working hours shall be an average of 38 per week in accordance with (b) below. The hours worked shall not exceed forty in any one week or at the option of the employer eighty hours per fortnight and shall not exceed eight in any one day and shall be worked on any five days of the week.

(b) As the means of working a 38 hour week, an employee shall be entitled to payment including shift and weekend penalties for the following days on which the employee shall not be required to attend for work:

(i) 3 agreed days during the first school term vacation in each year.

(ii) 2 agreed days during each of the other school term vacations.

(iii) 5 agreed days during the summer student vacation.

(2) Subject to clause 9. - Overtime, the spread of shift in any one day shall not exceed twelve and a half hours.

(3) An employer shall not change from a forty hour week to an eighty hour fortnight, except upon giving one month's notice of the intention so to do to the Union.

(4) Meal breaks shall not be counted as time worked.

(5) A morning tea break shall be allowed by the employer. The time allowed for such break shall not exceed ten minutes which shall be taken when convenient to the employer without deduction of pay for such time.

7. - CONTRACT OF SERVICE

(1) Except in the case of dismissal for misconduct an employee's service shall not be terminated unless they have received one week's previous notice or payment for such period in lieu thereof.

(2) Except by agreement with the employer no employee shall resign without first giving one week's notice and in the absence of such notice the employer may withhold holiday or other pay up to the amount of a weeks wages.

(3) This clause shall not apply to casual employees.

(4) Notwithstanding the foregoing, during the first four weeks of employment, an employer may dismiss an employee or an employee may leave the employment by either one giving the other not less than one hour's notice.

(5) (a) Subject to the provisions of subclause (1) of Clause 6. - Hours, during the student vacation periods the employer shall be relieved of the obligation to provide work and the employee shall not be entitled to the payment of wages in respect of any such period during which no work is performed other than any period during which the employee is on annual leave or a public holiday which falls on a day the employee would normally have worked.

(b) A part-time employee shall be given payment for the days referred to in subclause (1)(b) of Clause 6. - Hours of this Award in the proportion that the hours worked each week bear to 40.

(6) Where an employee is dismissed for misconduct, wages shall be paid up to the time of dismissal only.

(7) An employer may direct an employee to carry out such duties as are within the limits of the employees skill, competence and training, including work which is incidental or peripheral to the employee's main tasks or functions.

8. - ROSTERS

(1) The ordinary hours of duty prescribed in Clause 6. - Hours of this Award shall be set out in a roster which shall be posted in a convenient place where it can be readily seen by the employees concerned.

(2) The roster shall set out the time each employee starts and finishes each shift and also the break in the shift, together with the days each employee is rostered off duty.

(3) No more than two breaks shall be allowed in any one shift, including meal breaks, provided that the maximum period worked between breaks in the shift shall be five hours. This provision shall not apply to night shift employees who shall work a shift of eight hours straight.

(4) Except as provided for in subclause (3) of this clause meal breaks shall be for a period of at least thirty minutes but not greater than one hour for each meal.

(5) Except at the change of roster, no employee shall be rostered for duty until at least ten hours have elapsed from the time their previous rostered shift ended.

(6) The roster shall be posted at least 48 hours before it comes into operation. No alteration shall be made to the roster unless the employee concerned is notified before the conclusion of their rostered shift immediately before the changed shift.

9. - OVERTIME

(1) Except as hereinafter provided, all time worked in excess of the ordinary working hours prescribed in Clause 6. - Hours, or Clause 23. - Part-Time Employees, of this Award, shall be overtime and shall be paid for at time and one-half for the first two hours and double time thereafter.

(2) All work performed by employees on any day on which they are rostered off duty or days worked in excess of those provided for in Clause 6. - Hours, or Clause 23. - Part-Time Employees shall be paid for at the rate of double time with a minimum engagement of four hours.

(3) All overtime worked on a Saturday or Sunday shall be paid for at the rate of double time.

(4) An employee recalled to work shall be paid a minimum of three hours at overtime rates and for all reasonable expenses incurred in returning to work.

(5) Where the employee and the employer so agree, time off in lieu of payment for overtime may be allowed proportionate to the payment to which they are entitled. Such time off to be taken at the convenience of the employer provided that:

(a) such time off is in unbroken periods according to each period of overtime worked; and

(b) the time off in lieu of overtime is taken within twenty-eight days from the time when it was worked.

(6) Where an employee has not been notified the previous day or earlier that they are required to work overtime the employer shall ensure that employees working such overtime for an hour or more shall be provided with any of the usual meals occurring during such overtime or be paid $12.20 each meal.

10. - PUBLIC HOLIDAYS

(1) The following days or the days observed in lieu thereof shall, subject as hereinafter provided, be allowed as holidays without deduction of pay, namely, New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Celebration Day for the Anniversary of the Birthday of the Reigning Sovereign, Western Australia Day, Labour Day, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of the days named in this subclause.

(2) (a) Where any of the days mentioned in subclause (1) hereof fall on a Saturday or Sunday, the holiday shall be observed on the next succeeding Monday or when Boxing Day falls on a Monday, the holiday shall be observed on the next succeeding Tuesday.

(b) When any of the days observed as a holiday in this clause fall during a period of annual leave, the holiday or holidays shall be observed on the next succeeding work-day or days as the case may be after completion of that annual leave.

(3) Where -

(a) 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* (WA); and

(b) 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) Any employee who is required to work on the day observed as a holiday as prescribed in this clause in their normal hours of work shall be paid for the time worked at the rate of double time and a half, or if the employee agrees to be paid for the time worked at the rate of time and one half and in addition be allowed to observe the holiday on a day mutually acceptable to the employer and the employee.

(5) When an employee is absent on leave without pay, sick leave without pay or workers' compensation, any day observed as a holiday on a day falling during such absence shall not be treated as a paid holiday. Where the employee is on duty or available on the whole of the working day immediately preceding a holiday, or resumes duty or is available on the whole of the working day immediately following a day observed as a holiday as prescribed by this clause, the employee shall be entitled to be paid for such holiday.

(6) This clause shall not apply to casual workers.

11. - LONG SERVICE LEAVE

The conditions governing the granting of long service leave due to full-time government wages employees generally shall apply to employees covered by this award. Provided that all time during term student vacation periods when the employee cannot be usefully employed shall count as service for the purposes of those conditions.

12. - SICK LEAVE

(1) (a) An employee shall be entitled to payment for non-attendance on the grounds of personal ill health or injury for one sixth of a week's pay for each completed month of service.

(b) Payment hereunder may be adjusted at the end of each accruing year, or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness in that year to a greater allowance than that made at the time the sickness occurred.

(2) The unused portion of the entitlement prescribed in paragraph (a) hereof in any accruing year shall be allowed to accumulate and may be availed of in the next or any succeeding year.

(3) In order to acquire entitlement to payment in accordance with this clause the employee shall as soon as reasonably practicable advise the employer of their inability to attend for work, the nature of the 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) No employee shall be entitled to the benefit of this clause unless the employee produces proof to the satisfaction of the employer of such sickness provided that the employer shall not be entitled to a medical certificate for absences of less than three consecutive working days unless the total of such absences exceeds five days in any one accruing year.

(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 she 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 the employee's place of residence or a hospital as a result of personal ill health or injury for a period of seven consecutive days or more and the employee produces a certificate from a registered medical practitioner that the employee was so confined. 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 the employee is unable to attend for work on the working day next following her 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 the employee 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 worker 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 9 - Annual Leave.

(e) Payment for replaced annual leave shall be at the rate of wage applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in Clause 9 - Annual Leave shall be deemed to have been paid with respect to the replaced annual leave.

(6) The provisions of this clause with respect to payment do not apply to employees who are entitled to payment under the *Workers Compensation and Injury Management Act 1981* (WA) nor to employees whose illness or injury is the result of the employee's own misconduct.

(7) The provisions of this clause do not apply to casual workers.

(8) For the purposes of this clause, all time during student vacation periods when an employee cannot be usefully employed, shall count as service.

13. - CONDITIONS AND ALLOWANCES

The provisions of the Miscellaneous Government Conditions and Allowances Award No. A 4 of 1992 shall apply mutatis mutandis to all employees covered by this award.

14. - ANNUAL LEAVE

(1) Except as hereinafter provided, a period of four weeks' leave shall be allowed to an employee by the employer after each period of twelve months' continuous service with such employer.

(2) Prior to commencing leave, each employee shall be paid for that period of leave:

(a) At the rate of wage the employee would have received had they 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 they not proceeded on leave.

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 leave;

or

(b) At the rate of wage shown in Clause 24. - Wages, of this Award for their class of work and in addition be paid a loading of 17.5 per cent,

whichever is the greater benefit to the employee.

(3) (a) Except as provided in paragraph (b) of this subclause if after one month's continuous employment an employee lawfully terminates their employment or their employment is terminated by the employer through no fault of the employee the employee shall be paid 3.08 hours' pay (at the rate prescribed by subclause (2) of this clause) in respect of each completed week of continuous service for which annual leave has not already been taken.

(b) An employee who is dismissed for misconduct which occurred after the completion of a twelve monthly qualifying period, but before they have taken annual leave in respect of that qualifying period shall, subject to Clause 7. - Contract of Service, be given payment for the leave accrued but not taken.

(4) Annual leave may be taken in more than one period of leave, by mutual agreement between the employer and employee.

(5) Any time in respect of which an employee is absent from work except school vacation periods, paid sick leave or unpaid sick leave up to three months, the first twenty-six weeks of any absence on workers' compensation, annual leave, long service leave and compassionate leave, shall not count for the purpose of determining annual leave entitlements.

(6) Leave shall be given as soon as practicable after falling due and shall not accumulate except with the consent of the employee, but in no case shall it accumulate for more than two years.

(7) Before going on annual leave each employee shall be given at least two weeks' notice of the date leave is to be taken, unless the employee and the employer agree on a lesser period.

(8) The provisions of this clause shall not apply to casual employees.

15. - WEEKEND WORK

All ordinary hours of work performed between midnight on Friday and midnight on Sunday shall be paid for at the rate of time and one half.

16. - MIXED FUNCTIONS

(1) Employees employed at work for which a higher rate is fixed shall be paid such higher rate whilst so employed.

(2) If employed for two hours or more on the higher class of work the employee shall be paid the higher rate for the whole of that day.

17. - LAUNDRY AND UNIFORMS

(1) Each employee shall be entitled to all laundering of uniforms at the expense of the employer, but where the employer elects not to launder the uniforms the employee shall be paid an allowance of 97 cents per week.

(2) The employer shall provide all uniforms which shall at all times remain the property of the employer. Provided that in lieu of providing uniforms, the employer may make an allowance of $2.80 per week.

(3) Where an employee is required by the employer to wear special clothing, such clothing shall be provided and laundered by the employer at the employer's expense.

18. - CASUAL EMPLOYEES

A casual employee shall be engaged for a period of up to four weeks and shall be paid twenty per cent over the rates specified herein for their class of work.

19. - SHIFT WORK

(1) (a) Where on any day an employee commences their ordinary hours of work before 4 a.m. or after 12 noon, the employee shall be paid a loading with respect to those ordinary hours of fifteen per cent.

(b) The provisions of paragraph (a) of this subclause do not apply to an employee who on any day commences their ordinary hours of work after 12 noon and completes those hours before 6 p.m. on that day.

(c) Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

(2) (a) Subject to the provisions of subclause (4) of this clause all work performed during ordinary hours on a Saturday or Sunday shall be paid at the rate of time and one half.

(b) The rates prescribed in this subclause shall be in substitution for and not cumulative on the rates prescribed in subclause (1) of this clause.

(3) Where an employee's rostered hours of duty in any day are extended by an early start or a late finish the shift work or weekend rates as the case may be shall be paid for such additional time worked in addition to any overtime payable under clause 9. - Overtime of this award.

(4) Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend may be made at the option of the employer :

(a) by calculation for the whole shift according to the rate of the additional payment for the greater part of the shift; or

(b) by the calculation for each part of the shift according to the rate applicable for additional payment for shift work and work during the weekend as the case may be.

Provided that having decided on one method of calculation the employer shall give at least two week's notice of intention to change to the other method and any such change shall be given effect with respect to the shift commencing on a Friday.

20. - MEAL MONEY

(1) An employee required to work overtime for more than two hours, without being notified on the previous day or earlier that they will be so required to work, shall be supplied with a meal by the employer of paid $12.20 for a meal.

(2) No such payment need be made to employees living in the same locality as the place of their employment who can reasonably return home for such meals.

(3) If an employee in consequence of receiving such notice has provided themselves with a meal or meals and is not required to work overtime or is required to work less overtime than notified, they shall be paid the amount above prescribed in respect of the meals not then required.

21. - SPECIAL RATES AND PROVISIONS

(1) (a) All employees called upon to clean closets, connected with septic tanks or sewerage shall receive an allowance of 78 cents per closet per week.

(b) For the purposes of this clause one metre of urinal shall count as one closet and three urinal stalls shall count as one closet.

(2) Where employees are required to work in water they shall be supplied with rubber boots.

(3) Employees required to clean toilets, use acids, wash dishes, handle detergents, acids, soaps or injurious substances shall be supplied with rubber gloves.

(4) Where the conditions of work are such that employees are unable to avoid their clothing becoming wet or dirty, they shall be supplied with suitable protective clothing free of charge by the employer.

(5) Where suitable protective clothing is supplied by the employer to an employee such clothing shall remain the property of the employer.

22. - SUPPORTED WAGE SYSTEM

(1) The clause defines the conditions which will apply to employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this award. In the context of this clause the following definitions will apply:

(a) "Supported Wage System" means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in "[Supported Wage System: Guidelines and Assessment Process]".

(b) "Accredited Assessor" means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.

(c) "Disability Support Pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.

(d) "Assessment Instrument" means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

(2) Eligibility Criteria

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

(b) This clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

(c) The award does not apply to employers in respect of their facility, program, undertaking, service or the like which receives funding under the Disability Services Act 1986 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of, or are eligible for, a Disability Support Pension, except with respect to an organisation which has received recognition under Section 10 or under Section 12A of the Disability Services Act, or if a part only has received recognition, that part.

(3) Supported Wage Rates

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

Assessed Capacity (Sub-clause 4)	**% of Prescribed Award Rate**
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(b) Provided that the minimum amount payable shall not be less than $76.00 per week.

(c) Where a person's assessed capacity is 10 per cent, they shall receive a high degree of assistance and support.

(4) Assessment of Capacity

For the purpose of establishing the percentage of the award rate to be paid to an employee under this award, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

(a) the employer and the union party to the award, in consultation with the employee or, if desired, by any of these;

(b) the employer and an accredited assessor from a panel agreed by the parties to the award and the employee.

(5) Lodgement of Assessment Instrument

(a) All assessment instruments under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Western Australian Industrial Relations Commission.

(b) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the award is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within ten working days.

(6) Review of Assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

(7) Other Terms and Conditions of Employment

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

(8) Workplace Adjustment

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

(9) Trial Period

(a) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

(b) During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

(c) The minimum amount payable to the employee during the trial period shall be no less than $76.00 per week.

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

(e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the assessment under subclause (4) of this clause.

23. - PART-TIME EMPLOYEES

(1) Notwithstanding anything contained in this Award, employees may be regularly employed to work less hours per week than are prescribed in Clause 6. - Hours, of this Award, and such employee shall be remunerated at a weekly rate pro rata to the rate prescribed for the class of work on which they are engaged in the proportion which their hours of work bear to the hours fixed by Clause 6. - Hours, hereof, for their class of work.

Provided that part-time employees engaged to work less than twenty hours per week shall be remunerated at a weekly rate pro rata to the rate prescribed for the class of work on which they are engaged, plus an additional 10 per cent.

(2) When an employee is employed under the provisions of this clause, they shall receive payment for wages, for annual leave, for holidays and for sick leave on a pro rata basis in the same proportion as the number of hours regularly worked each week bears to 40 hours.

(3) Subject to the provisions of subclause (2) of Clause 9. - Overtime, part-time employees shall be engaged for a minimum of two hours on each day on which they are required to work.

(4) The Secretary of the Union shall be advised within 28 days of the date of this Award of all employees employed in a part-time capacity.

(5) The Secretary of the Union shall be advised within seven days of any part-time position created after the date of this Award.

(6) Any dispute as to whether a part-time position is necessary shall be referred to the Western Australian Industrial Relations Commission.

(7) Liberty is reserved to either party to apply to delete or amend this clause at any time.

24. - WAGES

(1) (a) The minimum weekly rates of wage payable to employees covered by this award shall be as follows:

	Base Rate	Arbitrated Safety Net Adjustments	Minimum Total Rate
Cook			
1st year of employment	397.70	463.10	860.80
2nd year of employment	402.00	463.50	865.50
3rd year of employment and thereafter	406.10	464.10	870.20
Groundsperson and/or Gardener			
1st year of employment	383.60	461.20	844.80
2nd year of employment	385.10	461.40	846.50
3rd year of employment and thereafter	392.30	462.20	854.50
Domestic Employee			
1st year of employment	369.70	459.30	829.00
2nd year of employment	374.30	459.90	834.20
3rd year of employment and thereafter	378.40	460.50	838.90

The classification Domestic Employee includes the following designations:

Kitchenhands, Cleaner, Yard Assistant, Dining Room Attendant, and Laundry Attendant.

(b) 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.

(2) General Conditions:

(a) Senior employees appointed as such by the employer shall be paid $26.10 per week in addition to the rates prescribed herein.

(b) A leading hand placed in charge of not less than three other employees shall be paid $26.10 per week extra.

25. - DISPUTE SETTLEMENT PROCEDURE

(1) Any questions, disputes or difficulties arising under the award or in the course of the employment of employees covered by the award shall be dealt with in accordance with this clause.

(2) The employee/s and the manager with whom the dispute has arisen shall discuss the matter and attempt to find a satisfactory solution within three working days.

(3) If the dispute cannot be resolved at this level, the matter shall be referred to and be discussed with the relevant manager's superior and an attempt made to find a satisfactory solution within a further three working days.

(4) If the dispute is still not resolved, it may be referred by the employee/s or union representative to the employer or their nominee.

(5) Where the dispute cannot be resolved within five working days of the union representative's referral of the dispute to the employer or their nominee, either party may refer the matter to the Commission.

(6) The period for resolving a dispute may be extended by agreement between the parties.

(7) At all stages of the procedure, the employee may be accompanied by a union representative.

(8) Notwithstanding the above, the union may raise matters directly with representatives of the employer. In each case, the union and the employer shall endeavour to reach agreement. If no agreement is reached, either party may refer the dispute to the Commission for conciliation and/or arbitration.

SCHEDULE A - PARTIES TO THE AWARD

The following organisation is a party to this award:

United Workers Union (WA)

SCHEDULE B - RESPONDENT

The Director General of the
Department of Education
151 Royal Street
EAST PERTH WA 6004

V A R I A T I O N R E C O R D

AUXILIARY STAFF RESIDENTIAL COLLEGES (GOVERNMENT) AWARD 2021

NO. 7 A OF 1979

Delivered 18/12/79 at 60 WAIG 188

Consolidated 14/03/83 at 63 WAIG 773

Consolidated s93(6) 25/02/93 at 73 WAIG 848

Consolidated s93(6) 03/01/96 at 76 WAIG 268

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
1. Title				
	CL	28/21	20/10/21	101 WAIG 1359
(1A. State Wage Principles)				
	Ins. Cl.	1752/91	31/01/92	72 WAIG 191
	Cl. & Title	1457/93	24/12/93	74 WAIG 198
(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

1B. Minimum Adult Award Wage

Ins. 1B	940/97	14/11/97	77 WAIG 3177
Cl.	1078/98	20/07/98	78 WAIG 3513
Min.Wage & text	609/99	01/08/99	79 WAIG 1847
Cl	654/00	01/08/00	80 WAIG 3379
Cl	752/01	01/08/01	81 WAIG 1721
Cl.	797/02	01/08/02	82 WAIG 1369
Cl.	569/03	5/06/03	83 WAIG 1899 & 2128
(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 & 2324
Cl.	957/05	07/07/06	86 WAIG 1631 & 1853
Cl.	1/07	01/07/07	87 WAIG 1487 & 1734
Cl	115/07	01/07/08	88 WAIG 773 & 997
Cl	1/09	01/10/09	89 WAIG 735 & 1417
Cl	2/10	01/07/10	90 WAIG 568 & 909
Cl	2/11	01/07/11	91 WAIG 1008 & 1303
Cl	2/12	01/07/12	92 WAIG 1126
Cl.	1/13	01/07/13	93 WAIG 796

Cl.	1/14	01/07/14	94 WAIG 1018
Cl.	1/15	01/07/15	95 WAIG 999
Cl.	1/16	01/07/16	96 WAIG 848
Cl.	1/17	01/07/17	97 WAIG 914
Cl.	1/18	01/07/18	98 WAIG 263 & 622
Cl	1/19	01/07/19	99 WAIG 509 & 942
Cl.	1/20	01/01/21	100 WAIG 726
Cl.	1/21	01/07/21	101 WAIG 732

2. Arrangement

Ins 34	286/84	06/07/84	64 WAIG 1278
Ins 35 - 37.	867/85	18/12/85	66 WAIG 168
27 title change	799/87	07/10/87	67 WAIG 2040
Cl.	146/90(R2)	10/05/90	70 WAIG 1762
Ins. 1A.	1752/91	31/01/92	72 WAIG 191
33.	1030/92	18/02/93	73 WAIG 570
Del. App. I - II, Ins Sch. A – C.	560/93	30/04/93	73 WAIG 1650
Cl.	1439/92	27/05/93	73 WAIG 1542
Cl.	1439/92 corr.	27/05/93	73 WAIG 1919
1A. Title	1457/93	24/12/93	74 WAIG 198
1A. Title	985/94	30/12/94	75 WAIG 23
1A. Title	1164/95	21/03/96	76 WAIG 911
Ins. Appendix - Resolution	693/96	16/07/96	76 WAIG 2768
1A. Title	915/96	7/08/96	76 WAIG 3368

	Ins. 22	1266/96	29/10/96	76 WAIG 4675
	1A	940/97	14/11/97	77 WAIG 3177
	Ins. 1B	940/97	14/11/97	77 WAIG 3177
	1A. Title	757/98	12/06/98	78 WAIG 2579
	Del. 1A	609/99	06/07/99	79 WAIG 1847
	Ins. 25	28/21	20/10/21	101 WAIG 1359
	Del. Appendix - Resolution of Disputes Requirement	28/21	20/10/21	101 WAIG 1359
	Del. Sch C	28/21	20/10/21	101 WAIG 1359
3. Scope				
	CL	28/21	20/10/21	101 WAIG 1359
4. Term				
5. Area				
6. Hours				
	(1) & (3)	146/90(R2)	10/05/90	70 WAIG 1762
	(2)	1439/92	27/05/93	73 WAIG 1542
	1(b)(iii)	28/21	20/10/21	101 WAIG 1359
(7. Rosters)				
	Renumber as Cl. 8	146/90(R2)	10/05/90	70 WAIG 1762
7. Contract of Service				
	Cl. and title	146/90(R2)	10/05/90	70 WAIG 1762
	Ins. (7)	1439/92	27/05/93	73 WAIG 1542
	(2) & (5)(a)	28/21	20/10/21	101 WAIG 1359

(8. Overtime)

Renumber as cl 9	146/90(R2)	10/05/90	70 WAIG 1762

8. Rosters

Cl. and title	146/90(R2)	10/05/90	70 WAIG 1762

(9. Annual Leave)

Renumber as cl 14	146/90(R2)	10/05/90	70 WAIG 1762

9. Overtime

Cl. and title	146/90(R2)	10/05/90	70 WAIG 1762
Cl.	1439/92	27/05/93	73 WAIG 1542
Rates - (6)	1326/96	12/11/96	77 WAIG 237
Rates – (6)	681/00	12/12/00	81 WAIG 256
Amending Order	681/00	12/12/00	81 WAIG 727
(6)	982/01	07/01/02	82 WAIG 265
(6)	1010/02	28/01/03	83 WAIG 671
(6)	685/03	11/3/05	85 WAIG 1145
(6)	131/06	02/04/07	87 WAIG 646
(6)	37/08	1/10/08	88 WAIG 1994
(6)	18/13	27/05/13	93 WAIG 509

10. Public Holidays

Cl.	963/84	25/02/85	65 WAIG 459
CL	28/21	20/10/21	101 WAIG 1359

11. Long Service Leave

CL	28/21	20/10/21	101 WAIG 1359

12. Sick Leave

CL	28/21	20/10/21	101 WAIG 1359

(13. Compassionate Leave)

Cl.	1439/92	27/05/93	73 WAIG 1542

13. Conditions and Allowances

Cl. and title	1439/92	27/05/93	73 WAIG 1542

(14. Contract of Service)

Renumbered as cl 7

14. Annual Leave

Cl and title	146/90(R2)	10/05/90	70 WAIG 1762
(2)(b)	1439/92	27/05/93	73 WAIG 1542
(4)	18/13	27/05/13	93 WAIG 509

(15. Payment of Wages)

Cl.	963/84	25/02/85	65 WAIG 459
Del. Cl.	1439/92	27/05/93	73 WAIG 1542

(16. Weekend Work)

Renum. Cl.	1439/92	27/05/93	73 WAIG 1542

15. Weekend Work

(17. Mixed Functions)

Renum. Cl.	1439/92	27/05/93	73 WAIG 1542

16. Mixed Functions

CL	28/21	20/10/21	101 WAIG 1359

(18. Right of Entry)

Del. Cl.	1439/92	27/05/93	73 WAIG 1542

(19. Notices)

Del. Cl.	1439/92	27/05/93	73 WAIG 1542

(20. Board and Lodging)

(20. Paid Leave for English Language Training)

Ins cl.& title	146/90(R2)	10/05/90	70 WAIG 1762
Del. Cl.	1439/92	27/05/93	73 WAIG 1542

(21. Laundry and Uniforms)

Cl.	963/84	25/02/85	65 WAIG 459
Cl	146/90(R2)	10/05/90	70 WAIG 1762
Renum. Cl.	1439/92	27/05/93	73 WAIG 1542

17. Laundry and Uniforms

(1), (2)	1439/92	27/05/93	73 WAIG 1542
Rates - (1)&(2)	1326/96	12/11/96	77 WAIG 237

(22. Time and Wages Record)

Del. Cl.	1439/92	27/05/93	73 WAIG 1542

(23. Casual Workers)

Deleted	5/91	22 03/91	71 WAIG 975

(23. Casual Employees)

Cl.& title	5/91	22 03/91	71 WAIG 975
Renum. Cl.	1439/92	27/05/93	73 WAIG 1542

18. Casual Employees

(24. Shift Work)

Renum. Cl.	1439/92	27/05/93	73 WAIG 1542

19. Shift Work

(3)	1439/92	27/05/93	73 WAIG 1542
(1) & (3)	28/21	20/10/21	101 WAIG 1359

(25. Meal Money)

Cl	146/90(R2)	10/05/90	70 WAIG 1762
Renum. Cl.	1439/92	27/05/93	73 WAIG 1542

20. Meal Money

(1)	1439/92	27/05/93	73 WAIG 1542
Rates - (1)	1326/96	12/11/96	77 WAIG 237
Rates – (1)	681/00	12/12/00	81 WAIG 727
(1)	982/01	07/01/02	82 WAIG 265

(1)	1010/02	28/01/03	83 WAIG 671
(1)	685/03	11/3/05	85 WAIG 1145
(1)	131/06	02/04/07	87 WAIG 646
(1)	37/08	1/10/08	88 WAIG 1994
(1)	18/13	27/05/13	93 WAIG 509

(26. District Allowance)

G.O. Cl.	1258/87 & C176/88	01/01/88	68 WAIG 1681
Gen/Ord. - Dist.All.table	241/91	01/01/90	not Gazetted
Corrected Order	241/91	01/01/90	71 WAIG 2007
Gen/Ord. - Dist.All.table	280/91	01/01/91	not Gazetted
Corrected Order	280/91	01/01/91	71 WAIG 2007
Del. Cl.	1439/92	27/05/93	73 WAIG 1542

(27. Protective Clothing)

Deleted	799/87	07/10/87	67 WAIG 2040

(27. Special Rates and Provisions)

Ins cl.	799/87	07/10/87	67 WAIG 2040
(1) (a) - rates	146/90(R2)	10/05/90	70 WAIG 1762
Renum. Cl.	1439/92	27/05/93	73 WAIG 1542

21. Special Rates and Provisions

(1)(a)	1439/92	27/05/93	73 WAIG 1542
Rates - (1)(a)	1326/96	12/11/96	77 WAIG 237
(1)(a)rates	1078/98	20/07/98	78 WAIG 3513

(1)(a)	907/99	27/08/99	79 WAIG 3032
Rates – (1)(a)	681/00	12/12/00	81 WAIG 256
Amending Order – (1)(a)	681/00	12/12/00	81 WAIG 727
(1)(a)	982/01	07/01/02	82 WAIG 265
(1)(a)	1010/02	28/01/03	83 WAIG 671
(1)(a)	685/03	11/3/05	85 WAIG 1145
(1)(a)	131/06	02/04/07	87 WAIG 646
(1)(a)	37/08	1/10/08	88 WAIG 1994
(1)(a)	18/13	27/05/13	93 WAIG 509

(28. Board of Reference)

Deleted	146/90(R2)	10/05/90	70 WAIG 1762

(28. Deleted)

Title deleted	146/90(R2)	10/05/90	70 WAIG 1762
Del. Heading.	1439/92	27/05/93	73 WAIG 1542

(29. Under-Rate Workers)

Deleted	146/90(R2)	10/05/90	70 WAIG 1762

(29. Under-Rate Employees)

Cl & title	146/90(R2)	10/05/90	70 WAIG 1762
Renum. Cl.	1439/92	27/05/93	73 WAIG 1542

(22. Under-Rate Employees)

Cl. & Title	1266/96	29/10/96	76 WAIG 4675

22. Supported Wage System

(3)(b):(9)(c)	907/99	27/08/99	79 WAIG 3032
Amending Order – (3)(b) & (9)(c)	681/00	12/12/00	81 WAIG 727
(3)(b) & (9)(c)	982/01	07/01/02	82 WAIG 265
(3)(b) & (9)(c)	1010/02	28/01/02	83 WAIG 671
(3)(b) & (9)(c)	685/03	11/3/05	85 WAIG 1145
(3)(b) & (9)(c)	131/06	02/04/07	87 WAIG 646
(3)(b) & (9)(c)	37/08	1/10/08	88 WAIG 1994
(3)(b) & (9)(c)	18/13	27/05/13	93 WAIG 509

(30 Junior Worker's Certificate)

Deleted	146/90(R2)	10/05/90	70 WAIG 1762

(30. Deleted)

Title deleted	146/90(R2)	10/05/90	70 WAIG 1762
Del. Heading	1439/92	27/05/93	73 WAIG 1542

(31. Part-Time Workers)

Deleted	146/90(R2)	10/05/90	70 WAIG 1762

(31. Part-Time Employees)

Cl & title	146/90(R2)	10/05/90	70 WAIG 1762
Renum. Cl.	1439/92	27/05/93	73 WAIG 1542

23. Part-Time Employees

(32. Wages)

Cl.	1399/89(R	10/10/89	69 WAIG 3517

Cl.	146/90(R2)	10/05/90	70 WAIG 1762

(1) - Groundsperson and/or Gardener rate

	1177/90	10/05/90	70 WAIG 3182
Cl. & title	1439/92	27/05/93	73 WAIG 1542

24. Wages

Ins. Cl.	1439/92	27/05/93	73 WAIG 1542
(1)	1565/93	06/01/95	75 WAIG 929
(1)(a); Ins. (1)(c)	1128/94	06/07/95	75 WAIG 3322
Cl.	332/96	06/07/96	76 WAIG 2411
Rates - (2)(a)&(b)	1326/96	12/11/96	77 WAIG 237
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
Cl.	1078/98	20/07/98	78 WAIG 3513
(1)(a) Rates & Text (1)(d)	609/99	01/08/99	79 WAIG 1847
(2)(a-b)	907/99	27/08/99	79 WAIG 3032
Cl	654/00	01/08/00	80 WAIG 3379
Rates – (2)(a)&(b)	681/00	12/12/00	81 WAIG 727
Cl	752/01	01/08/01	81 WAIG 1721
(2)(a) & (b)	982/01	07/01/02	82 WAIG 265
(1)(a)	797/02	01/08/02	82 WAIG 1369
(2)(a) & (b)	1010/02	28/01/03	83 WAIG 671
Cl.	569/03	5/06/03	83 WAIG 1899 & 2124
Cl	570/04	4/06/04	84 WAIG 1521 & 1680
(2)	685/03	11/3/05	85 WAIG 1145
Cl.	576/05	07/07/05	85 WAIG 2083 & 2324

Cl.	957/05	07/07/06	86 WAIG 1631 & 1853
(2)	131/06	02/04/07	87 WAIG 646
Cl.	1/07	01/07/07	87 WAIG 1487 & 1734
Cl	115/07	01/07/08	88 WAIG 773 &997
(2)	37/08	01/10/08	88 WAIG 1994
Cl	1/09	01/10/09	89 WAIG 735 & 1417
Cl	2/10	01/07/10	90 WAIG 568 & 909
Cl	2/11	01/07/11	91 WAIG 1008 & 1303
Cl	2/12	01/07/12	92 WAIG 1126
(2)(a) & (2)(b)	18/13	27/05/13	93 WAIG 509
Cl.	1/13	01/07/13	93 WAIG 796
Cl.	1/14	01/07/14	94 WAIG 1018
Cl.	1/15	01/07/15	95 WAIG 999
Cl.	1/16	01/07/16	96 WAIG 848
Cl.	1/17	01/07/17	97 WAIG 914
Cl.	1/18	01/07/18	98 WAIG 263 & 622
Cl.	1/19	01/07/19	99 WAIG 509 & 942
Cl.	1/20	01/01/21	100 WAIG 726
Cl.	1/21	01/07/21	101 WAIG 732
(1)(a)	28/21	20/10/21	101 WAIG 1359
(33. Maternity Leave)			
Del. Cl.	1030/92	18/02/93	73 WAIG 570
(33. Parental Leave)			
Ins Cl.	1030/92	18/02/93	73 WAIG 570

Del. Cl.	1439/92	27/05/93	73 WAIG 1542

(34. Fares and Travelling Time)

Ins Cl.	286/84	06/07/84	64 WAIG 1278
Del. Cl.	1439/92	27/05/93	73 WAIG 1542

(35. Deduction of Union Subscriptions)

Ins cl.	867/85	18/12/85	66 WAIG 168
Del. Cl.	1439/92	27/05/93	73 WAIG 1542

(36. Trade Union Training Leave)

Ins cl.	867/85	18/12/85	66 WAIG 168
Del. Cl.	1439/92	27/05/93	73 WAIG 1542

(37. Leave to Attend Union Business)

Ins cl.	867/85	18/12/85	66 WAIG 168
Del. Cl.	1439/92	27/05/93	73 WAIG 1542

(38. Award Modernisation)

Ins cl.	146/90(R2)	10/05/90	70 WAIG 1762
Del. Cl.	1439/92	27/05/93	73 WAIG 1542

(39. Skills Acquisition)

Ins cl.	146/90(R2)	10/05/90	70 WAIG 1762

Del. Cl.	1439/92	27/05/93	73 WAIG 1542

(Appendix I - Liberty to Apply)

Del. Appendix.	560/93	30/04/93	73 WAIG 1650

(Appendix II - Respondents)

Del. Appendix.	560/93	30/04/93	73 WAIG 1650

25. Dispute Settlement Procedure

Ins. CL	28/21	20/10/21	101 WAIG 1359

Appendix - Resolution of Disputes Requirement

Ins. Appendix	693/96	16/07/96	76 WAIG 2768
(1),(6), Del. (7)	2053/97	22/11/97	77 WAIG 3079
Del. Appendix	28/21	20/10/21	101 WAIG 1359

Schedule A - Parties to the Award

Ins. Sch.	560/93	30/04/93	73 WAIG 1650
Text	907/99	27/08/99	79 WAIG 3032
Ins. Sch.	681/00	12/12/00	81 WAIG 727
Text	18/13	27/05/13	93 WAIG 509
Text	28/21	20/10/21	101 WAIG 1359

Schedule B - Respondents

Ins. Sch.	560/93	30/04/93	73 WAIG 1650
Text	28/21	20/10/21	101 WAIG 1359

Schedule C Liberty to Apply

Ins. Sch.	560/93	30/04/93	73 WAIG 1650
Del. Sch	28/21	20/10/21	101 WAIG 1359