

Fast Food Outlets Award 1990

1. - TITLE

This award shall be known as the Fast Food Outlets Award 1990.

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 is \$627.70 per week payable on and from the commencement of the first pay period on or after 1 July 2012.
- (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 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 to the minimum adult award wage.
- (6) The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or Jobskill placements 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 2012 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, an apprentice, 21 years of age or more, shall not be paid less than \$543.50 per week on and from the commencement of the first pay period on or after 1 July 2012.
- (b) The rate paid in the paragraph above to an apprentice 21 years of age or more is payable on superannuation and during any period of paid leave prescribed by this award.
- (c) 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.
- (d) Nothing in this clause shall operate to reduce the rate of pay fixed by the award for an adult apprentice in force immediately prior to 5 June 2003.

2. - ARRANGEMENT

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2A. - NO EXTRA CLAIMS

It is a term of this award that the Union undertakes for the duration of the Principles determined by the Commission in Court Session in Application No. 1940 of 1989 not to pursue any claims, award or overaward, except when consistent with the State Wage Principles.

3. - SCOPE

This award shall apply to all employees employed in any calling or callings herein mentioned who are employed by the Respondents covered by Schedule A of this award and to no other employer. This award shall replace the Restaurant, Tearoom and Catering Workers' Award 1979 as varied with respect to employees of the Respondents named in Schedule A.

4. - AREA

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

5. - TERM

This award shall operate for a period of one year from and including the 22nd day of August 1990.

6. - DEFINITIONS

- (1) "Fast Food Outlet" shall mean an establishment or part thereof which is operated by any one of the Respondents named in Schedule A hereof and which is wholly or predominantly engaged in the preparation and/or serving of "Fast Foods" (as defined in subclause (2) hereof and shall include any commissary, whether within such establishment or elsewhere, where "Fast Foods" are prepared, or partially prepared.
- (2) "Fast Food" shall mean specialty take-away catering which provides meals and/or light refreshments served in such a manner either to be consumed on the premises, or to be taken from the premises to be consumed elsewhere.
- (3) "Cook" shall mean an employee who grills food on a salamander, stove, hot plate or barbecue type cooker and shall include preparing, frying or cooking fish or chicken or cooking pizzas.
- (4) "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 can provide documentary evidence of having served at least six years in Her Majesty's Armed Forces in the classification of Cook.
- (5) "Cook Employed Alone" shall mean an employee who is employed when no other cook is employed during his or her shift.
- (6) "Cashier" shall mean an employee who is engaged in receiving monies.
- (7) "Waiter" or "Waitress" shall mean an employee who attends to the needs of customers at a table.
- (8) "Bar Attendant" shall mean an employee over the age of 18 years who serves liquor for sale from behind a bar or counter.
- (9) "Kitchenhand" shall mean an employee who is employed to assist in the preparation of food, the serving of food, the assembly of orders, the cleaning of cooking utensils, cutlery and glassware and the

maintaining of the working area at a standard of cleanliness determined by the employer, and whose duties do not normally involve customer contact.

- (10) "Daily Spread of Shift" shall mean the time which elapses from the employee's actual starting time to the employee's actual finishing time for the day or shift.

7. - CONTRACT OF SERVICE

- (1) Except for casual employees, the contract of service shall be on a weekly basis, provided that one day's notice of termination may be given on either side on any working day, or in the event of such notice not being given by the payment by the employer or the forfeiture by the employee, as the case may be, of one day's pay. Provided that any employee who is dismissed for misconduct, shall be entitled to be paid all wages due up to the time of dismissal only.
- (2) For the purposes of this clause the term "one day's notice" shall mean notice to terminate employment from the end of the employee's shift on the following working day, and the term "one day's pay" shall mean eight hours' wages paid at the ordinary hourly rate, provided that in the case of a part time employee, at the ordinary hourly rate calculated on the number of hours that the employee would have normally worked.

8. - HOURS

The ordinary hours of work shall be forty per week, not exceeding nine per day, to be worked over not more than five days of the week, within a daily spread of eleven hours. Each employee shall be entitled to two clear days off duty per week.

9. - OVERTIME

- (1) All work done outside the daily spread of eleven hours, or beyond nine hours in any one day, or beyond forty hours and/or five days in any one week or at times other than those which the employee is rostered to work, shall be overtime.
- (2) Subject to the provisions of subclause (3) hereof, all overtime worked between Monday to Friday, both inclusive, and prior to twelve noon on Saturday shall be paid for at the rate of time and a half for the first two hours and double time thereafter. All overtime worked after twelve noon on a Saturday and all day on a Sunday, shall be paid for at the rate of double time.
- (3) All work done on an employee's rostered day off shall be paid for at the rate of double time with a minimum payment as for three hours' work.
- (4) Notwithstanding anything contained in this clause to the contrary, where a part time employee is requested to work overtime beyond his or her regular finishing time in order to meet unforeseen operational and/or staffing requirements, the first hour of such overtime shall be paid for at the ordinary time rate of pay, the second hour of such overtime shall be paid for at the rate of time and a half with double time for any hours worked thereafter.

10. - CASUAL EMPLOYEES

- (1) Casual employees shall mean employees engaged on an hourly contract of service.
- (2) Casual employees shall not be engaged for less than two consecutive hours per time.
- (3) Casual employees shall be paid at the ordinary rate of pay of one fortieth of the full time weekly rate of pay for the appropriate classification as set out in subclause (1) of Clause 20. - Wages plus twenty five percent, provided that this rate shall be increased to double time for all work performed on the holidays referred to in subclause (1) of Clause 16 of this award.

- (4) The working time for a casual employee on an outside job, shall count from the time appointed for their attendance at the job until they are discharged. Fares to and from the place of engagement and the job shall be paid by the employer.
- (5) The wages payable to a casual employee on an outside job shall be forwarded to the employee within seventy two hours of completion of the pay week in which such employee was employed.
- (6) The provisions of clauses 14, 15, 16, 17 and 36 shall not apply to a casual employee.

11. - 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 consecutive ordinary hours per time, or more than eight ordinary hours per day, and not less than nine or more than thirty ordinary hours each week over not more than five days of the week.
- (2) Part time employees shall be paid at the ordinary time rate of pay of one fortieth of the full time weekly rate of pay for the appropriate classification as set out in subclause (1) of Clause 20. - Wages, provided that this rate shall be increased to double time for all work performed on the holidays referred to in subclause (1) of Clause 16. - Holidays of this award.
- (3) All time worked by a part time employee beyond eight ordinary hours per day, thirty ordinary hours per week or five days per week or at times other than those which the employee is rostered to work shall be overtime and paid for at the appropriate overtime rate prescribed in Clause 9. - Overtime of this award.
- (4) A part time employee shall be eligible for pro rata annual leave and sick leave in accordance with Clauses 14 and 17 in addition to being eligible for bereavement leave and payment in lieu of public holidays.

12. - MEAL BREAKS

- (1) Every employee shall be entitled to a meal break of not less than one half hour nor more than one hour, after not more than five hours of work. Where it is not possible for the employer to grant a meal break on any day, the said meal break shall be treated as time worked and the employee shall be paid at the rate applicable to the employee at the time such meal break is due, plus fifty per cent of the ordinary hourly rate applying to such employee, until such time as the employee is released for a meal.
- (2) In addition to breaks for a meal, there may be one other break of at least two hours during each shift. Such break of two hours may include a meal break.

13. - MEAL MONEY

Any employee who is required to work overtime for more than two hours on any day, without being notified on the previous day or earlier, that he or she will be required to work such overtime, will either be supplied with a meal by the employer or be paid \$12.45 meal money.

The meal money amount prescribed in this Clause was established by way of nexus with the Shop and Warehouse (Wholesale and Retail Establishments) State Award 1971 in application 1928 of 2002.

14. - SICK LEAVE

- (1) (a) An employee, including a part time employee, who is unable to attend or remain at his or her 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 the employee is absent on the grounds of personal ill health or injury for a period longer than his or her 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 ten 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 or her 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) The provisions of this clause do not apply to an employee who fails to produce a certificate from a medical practitioner dated at the time of the absence or who fails to supply such other proof of the illness or injury as the employer may reasonably require provided that the employee shall not be required to produce a certificate from a medical practitioner with respect to absences of two days or less unless after two such absences in any year of service the employer requests in writing that the next and subsequent absences in that year if any, shall be accompanied by such certificate.
- (5)
 - (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 or her place of residence or a hospital as a result of his or her personal ill health or injury for a period of seven consecutive days or more and he or she produces a certificate from a registered medical practitioner that he or she 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 or she is unable to attend for work on the working day next following the 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 or she 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 17. - 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 17. - 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 Act nor to employees whose injury or illness is the result of the employee's own misconduct.

15. - BEREAVEMENT LEAVE

An employee, including a part time 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, grandparent, brother, sister, child or stepchild be entitled on notice to bereavement leave up to and including the day of the funeral of such relation, and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary working days. Proof of such death shall be furnished by the employee to the satisfaction of the employer if so requested. 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.

16. - HOLIDAYS

- (1) The following days, or the days observed in lieu shall be allowed as paid holidays for full time and part time employees:

Any day proclaimed as a public holiday or half holiday under the Public and Bank Holidays Act. Without restricting the generality of the foregoing, these shall include New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Anzac Day, State Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that all work done on any such days shall be paid for at the rate of double time, with a minimum payment as for four hours' work.

- (2) Where an employee's rostered day off coincides with any of the holidays prescribed in this clause, such employee shall receive one day's additional pay at ordinary rates from the employer on the next succeeding pay day.

17. - ANNUAL LEAVE

- (1) Except as hereinafter provided, a period of four consecutive weeks' leave with payment as prescribed in this clause, shall be allowed annually to a full time or part time employee by his/her employer after a period of twelve months' continuous service.
- (2) An employee before going on leave shall be paid the wages the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on leave during the relevant period.
- (3) During a period of annual leave an employee shall receive a loading of 17.5 per cent calculated on the employee's ordinary rate of wage.
- (4) If any holiday proclaimed as per Clause 16. - Holidays falls within an employee's period of annual leave, there shall be added to that period one day being an ordinary working day for each holiday observed as aforesaid.
- (5) (a) After one month's continuous service in any qualifying twelve monthly period an employee whose employment is terminated shall, subject to the provisions of paragraph (b) of this subclause, be paid one third of a week's pay at his or her ordinary rate of wage in respect of each completed month of service in the qualifying period. The loading prescribed in subclause (3) of this clause shall not apply to this pro rata payment.
- (b) Where an employee is justifiably dismissed for misconduct during any twelve monthly qualifying period, the provisions of paragraph (a) of this subclause do not apply in respect of any completed month of service in that qualifying period.

- (6) An employee whose employment terminates after the employee has completed a twelve monthly qualifying period and who has not been allowed the leave prescribed in this clause in respect of that qualifying period, shall be given payment in lieu of that leave in accordance with the provisions of this clause.
- (7) Any time in respect of which an employee is absent from work, except time for which the employee is entitled to claim sick pay, or time spent on holidays, annual leave or bereavement leave as prescribed by this award, shall not count for the purpose of determining his or her right to annual leave.
- (8) In special circumstances and by mutual consent of the employee, the employer and the union, annual leave may be taken in not more than two periods, provided that neither of such periods shall be of less than one week.
- (9) Annual leave shall be taken by the employee within a period of three months from the day on which it became due, and the employee shall be given at least two weeks' notice by the employer of the date that such leave will commence.

18. - LONG SERVICE LEAVE

The Long Service Leave provisions published in Volume 59 of the Western Australian Industrial Gazette at Pages 1-6, both inclusive, are hereby incorporated in and shall be deemed to be part of this award.

19. - PAYMENT OF WAGES

- (1) The employer may elect to pay employees in cash, by cheque or by means of credit transfer to a bank, building society or credit union account in the name of the employee. The day that the credit transfer is credited to the employee's account shall be deemed to be the date of payment.
- (2) Payment shall be made at least weekly and within three days of the last day of the pay period. Payment by cash or cheque shall be made during the employee's ordinary working hours.
- (3) No employer shall change its method of payment to employees without first giving them at least four week's notice of such change.
- (4) Employees whose day off falls on pay day and who are paid by cash or cheque, shall be paid their wages upon request from the employee to the employer, prior to the employee taking the day off.
- (5) An employee who lawfully terminates employment or is dismissed for reasons other than misconduct, shall be paid all wages due to the employee by the employer on the day of termination of employment.
- (6) At the time of being paid each employee shall be issued with a statement by the employer showing the gross wages and allowances and all deductions made therefrom.

20. - WAGES

The following shall be the minimum rates of weekly wage payable to employees covered by this award.

- (1) Classifications (total wage per week):

Effective on and
from the
commencement of
the first pay period
on or after 1 July
2012

\$

Qualified Cook	739.40
Cook Employed Alone	714.55
Other Cooks	710.25
Bar Attendant	713.90
Head Waiter/Waitress	736.15
Waiter/Waitress	704.50
Cashier	713.90
Counterhand	704.55
Cleaner	700.40
Kitchenhand	700.60
Laundress	700.60
Yardman	700.60
General Hand	700.60

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) Leading Hands -

An employee who is appointed and placed in charge of other employees by the employer shall be paid the following rates in addition to the employee's normal wage per week -

(a) If placed in charge of less than 6 employees	\$8.85
(b) If placed in charge of 6 to 10 employees	\$12.05
(c) If placed in charge of 11 to 20 employees	\$14.20
(d) If placed in charge of more than 20 employees	\$22.90

21. - JUNIOR EMPLOYEES

(1) Junior employees, other than those engaged in the preparation and/or serving of alcoholic beverages shall be paid the percentage of the adult rate, as set out in subclause (2) hereof, appropriate to their classification as determined by subclause (1) of Clause 20. - Wages.

(2) The minimum weekly rates of wages for work in ordinary time to be paid to junior employees shall be as follows:

Junior Employees	Percentage of Adult Rate
Under 16 years of age	50%
Between 16 and 17 years	50%
Between 17 and 18 years	60%
Between 18 and 19 years	70%
Between 19 and 20 years	80%
At 20 years and over	100%

(3) Any junior employees aged 18 to 19 years who were employed prior to the introduction of subclause (2) of this clause and who were in receipt of a wage higher than that derived from the application of

that subclause shall remain employed at that rate of wage for a period of twelve months unless the application of this clause yields a higher rate of wage in which case the higher rate applies.

- (4) Any junior employee employed as a Bar Attendant shall be paid the adult rate appropriate to that classification. Any junior employee other than a Bar Attendant, whose duties include the preparation and/or serving of alcoholic beverages shall be at least 18 years of age and shall be paid the percentage of the relevant adult rate of wage as is appropriate to his/her age.
- (5) No junior female employee shall be employed after 8.00 p.m. on any day without permission in writing from one of the parents or guardian of such junior employee.

22. - BAR WORK

Any employee, other than a Bar Attendant, who in addition to his or her normal duties is required to dispense liquor from a bar, shall be paid a flat rate of \$1.15 per day in addition to the rate prescribed for such normal duties.

23. - HIGHER DUTIES

- (1) Any employee performing work for two hours or more in any day on duties carrying a higher prescribed rate of wage than that in which the employee is engaged, shall be paid the higher wage for the time so employed, provided that where an employee is engaged for more than half of one day or shift on duties carrying a higher rate the employee shall be paid the higher rate for such day or shift.
- (2) Any employee who is required to perform duties carrying a lower prescribed rate of wage shall do so without any loss of pay.

24. - UNIFORMS AND LAUNDERING

Where uniforms are required by the employer to be worn they shall be supplied, laundered and/or dry cleaned by the employer and remain the property of the employer, provided that in lieu of the employer laundering and/or dry cleaning same, the employee shall be paid the following laundry allowance per week -

Class of Employee	Allowance per Week
Employees employed on a casual basis	\$1.70
Employees employed on a part time basis	\$2.10
Employees employed on a full time basis	\$2.70

Provided that any employee employed as a full time Cook shall be paid \$3.25 per week for laundry and/or dry cleaning. Provided further that the provisions of this clause may be altered by written agreement between the union and the employer.

25. - PROTECTIVE CLOTHING

- (1) Employees who are required to wash dishes, clean toilets or otherwise handle detergents, acids, soaps or any injurious substances shall be supplied, free of charge by the employer, with rubber gloves or be paid an allowance of \$1.70 per week in lieu.
- (2) 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 their employer.
- (3) Where conditions of work are such that employees are unable to avoid their feet becoming wet, they shall be supplied by their employer free of charge with suitable protective footwear.

- (4) All articles supplied shall remain the property of the employer and shall be returned when required, in good order and condition, fair wear and tear excepted.
- (5) Any dispute in respect to the application of this clause may be referred to the Board of Reference.

26. - EMPLOYEES' EQUIPMENT

All knives, choppers, tools, brushes, towels, and other utensils, implements and material which may be required to be used by the employee for the purpose of carrying out his or her duties, shall be supplied by the employer free of charge.

27. - LIMITATION OF WORK

- (1) No female employee may be required to climb ladders or any substitute therefore for any purpose whatsoever.
- (2) No female employee shall be required to clean out male public toilets, or male toilets within the employer's establishment.
- (3) No female employee under the age of eighteen years shall be required to lift or carry weights in excess of eleven kilograms and no female employee over eighteen years of age shall be required to lift or carry weights in excess of sixteen kilograms.

28. - TRAVELLING FACILITIES

- (1) Where an employee is detained at work until it is too late to travel by the last ordinary bus, train or other regular public conveyance to his or her usual place of residence the employer shall provide proper conveyance free of charge.
- (2) If an employee is required to start work before the first means of public conveyance (herebefore described) is available to convey the employee from his or her usual place of residence to the place of employment, the employer shall provide a conveyance free of charge.
- (3) The provisions of this clause do not apply to an employee who usually has his or her own means of conveyance.

29. - RECORD

- (1) The employer shall keep, or cause to be kept, on his or her business premises, or at each of them if more than one, a Time and Wages Record, wherein shall be entered the following information -
 - (a) The full name, postal address and occupation of each employee employed and whether the employee is being employed on a full time, part time or casual contract of service;
 - (b) The time each employee commences and finishes work each day, including any breaks in shift;
 - (c) The number of hours worked each day by each employee and the total hours worked each pay period;
 - (d) The wages and (if any) overtime and allowances paid to each employee each pay period;
 - (e) The age of any employee employed on junior rates of pay.

- (2) The Record shall be entered up by the employer from day to day and shall be signed, if correct, by the employee at the time of being paid. The employer and the employee shall be severally responsible for the correctness of the record.
- (3) Before exercising a power of inspection the representative shall give reasonable notice of not less than 24 hours to the employer.
 - (a) Subject to the provisions of paragraph (b) hereof, the Record shall be open for inspection to a duly accredited representative of the union on the employer's premises from Monday to Friday, both inclusive, between the hours of 9.00 a.m. to 5.00 p.m., (excepting from 12.00 noon to 2.00 p.m.). In the case of any establishment which is only open for business after 5.00 p.m., or on a Saturday or Sunday, then the Record shall be open for inspection during all working hours. Such representative shall be permitted time to inspect the Record and, if he or she requires, shall be allowed to take any extract or copy of any of the information contained in the Record, which shall be maintained by the employer on the business premises for a period of not less than twelve months.
 - (b) In respect to any establishment, situated outside of a radius of forty kilometres from the General Post Office, Perth, where the Record for any reason is not available for inspection, an extract or copy from such Record of Information required by the Representative shall be forwarded by the employer to the Registered Office of the union within fourteen days of the date of the request made to inspect the Record.
- (4) For the purposes of this clause the term "Record" shall mean a book or single document wherein shall be entered all the information required to be kept in accordance with the provisions of subclause (1) of this clause.

30. - ROSTER

- (1) A roster of the working hours of each employee employed shall be exhibited in the office of each establishment and in such other place by the employer, so as it may be conveniently and readily seen by each employee employed.
- (2) Such roster shall show -
 - (a) the name, occupation and type of employment of each employee;
 - (b) the hours to be worked by each employee each day and the breaks in shift to be taken.
- (3) The roster in the office shall be open for inspection to a duly accredited representative of the union at such time as the "record" is so open for inspection.
- (4) Such rosters shall be drawn up in such a manner as to show the working hours of each employee for at least one week in advance of the date of the roster, and may only be altered on account of the sickness of an employee, or by mutual consent between the employee and the employer concerned.

31. - CHANGE AND REST ROOMS

Adequate change and rest rooms shall be provided by the employer where such are reasonably practicable.

32. - FIRST AID KIT

In each establishment the employer shall provide and continuously maintain at a place easily accessible to all employees an adequate First Aid Kit.

33. - POSTING OF AWARD AND UNION NOTICES

- (1) In each establishment, a copy of this award, if supplied by the union, shall be exhibited by the employer on the business premises in such a place where it may be conveniently and readily seen by each employee 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 employee employed.

34. - UNDER-RATE EMPLOYEES

- (1) Any employee who, by reason of old age or infirmity, is unable to earn the minimum 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 no agreement 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.

35. - DISTRICT ALLOWANCES

- (1) Subject to the provisions of this clause, in addition to the wages prescribed in Clause 20. - Wages of this award, an employee shall be paid the following allowances when employed in the towns described hereunder.

TOWN	\$
Agnew	12.60
Argyle	32.00
Balladonia	12.00
Barrow Island	9.50
Boulder	5.00
Broome	19.80
Bullfinch	6.00
Carnarvon	10.10
Cockatoo Island	21.80
Coolgardie	5.00
Cue	12.70
Dampier	17.10
Denham	10.10
Derby	20.60
Esperance	3.90
Eucla	13.90
Exmouth	17.60
Fitzroy Crossing	24.80
Goldsworthy	11.90
Halls Creek	28.00
Kalbarri	4.10
Kalgoorlie	5.00
Kambalda	5.00

Karratha	20.10
Koolan Island	21.80
Koolyanobbing	6.00
Kununurra	32.00
Laverton	12.60
Learmonth	17.60
Leinster	12.60
Leonora	12.60
Madura	13.00
Marble Bar	30.20
Meekatharra	10.90
Mount Magnet	13.40
Mundrabilla	13.50
Newman	12.00
Norseman	10.30
Nullagine	30.10
Onslow	20.80
Pannawonica	16.10
Paraburdoo	15.90
Port Hedland	17.00
Ravensthorpe	6.70
Roebourne	23.10
Sandstone	12.60
Shark Bay	10.10
Shay Gap	11.80
Southern Cross	6.00
Telfer	28.30
Teutonic Bore	12.60
Tom Price	15.90
Whim Creek	20.00
Wickham	19.60
Wiluna	12.80
Wittenoom	26.80
Wyndham	30.40

- (2) Except as provided in subclause (3) of this clause, an employee who has:
- (a) a dependant shall be paid double the allowance prescribed in subclause (1) of this clause.
 - (b) a partial dependant shall be paid the allowance prescribed in subclause (1) of this clause plus the difference between that rate and the amount such partial dependant is receiving by the way of a district or location allowance.
- (3) Where an employee is provided with board and lodging by his/her employer, free of charge, such employee shall be paid sixty six and two thirds per cent of the allowance 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 allowances 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 de facto spouse; or
 - (ii) a child where there is no spouse or de facto spouse;who does not receive a district or location allowance.
 - (b) "Partial Dependant" shall mean a "dependant" as prescribed in paragraph (a) of this subclause who receives a district or location allowance which is less than the location allowance prescribed in subclause (1) 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 Confederation of Western Australian Industry and the Trades and Labor Council of Western Australia or, failing such agreement, as may be determined by the Commission. Provided that, pending any such agreement or determination, the allowance payable for that purpose shall be an amount equivalent to the district allowance in force under this award for that town or location on June 1, 1980.
- (9) Subject to the making of a General Order pursuant to Section 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 first day of 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.
- (10) The allowance prescribed for Barrow Island shall be half the allowance prescribed by Clause 8 of the Hydrocarbons and Gas (Production and Processing) Award 1986, which at the date of this Order is \$19.00 per week. Except for the location allowance prescribed under subclause (1) the terms of this clause shall not apply where they are inconsistent with the terms of Clause 8 of the Hydrocarbons and Gas (Production and Processing) Award 1986.

36. - 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 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 not give 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 order 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 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 attached 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 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 has 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 on 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 no 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 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 or transfer 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 12 months qualifying period.

37. – RESPONDENTS’ DETAILS

In order to effect service on the parties to this Award, at the end of June of each year the Union will forward to the Commission an updated name and address list of the respondents to this Award.

APPENDIX - RESOLUTION OF DISPUTES REQUIREMENT

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

SCHEDULE A

LIST OF RESPONDENTS

All employers throughout Western Australia who are trading as:

Red Rooster
Pizza Hut W.A.
Pizza Hut
Hungry Jacks
Kentucky Fried Chicken
KFC
Chicken Treat
Big Rooster
Chooks Fresh and Tasty
Mc Donalds
Subway
Heros Pizza

SCHEDULE B – NAMED UNION PARTY

The Shop, Distributive and Allied Employees' Association of Western Australia

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

FAST FOOD OUTLETS AWARD 1990 No 14 of 1990

Delivered 22/08/90 at 70 WAIG 3602
Consolidated at

CLAUSE NO.	EXTENT VARIATION	OF	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
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1. Title

(1A. State Wage Principles)

Ins. Cl.			1752/91	31/01/92	72 WAIG 191
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Cl. & Title			1457/93	24/12/93	74 WAIG 198
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(1A. State Wage Principles December 1993)

Cl. & Title			985/94	30/12/94	75 WAIG 23
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(1A. Statement of Principles December 1994)

Cl. & Title			1164/95	21/03/96	76 WAIG 911
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(1A. Statement of Principles March 1996)

Cl & Title			915/96	07/08/96	76 WAIG 3368
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(1A Statement of Principles - August 1996)

Cl & Title			940/97	14/11/97	77 WAIG 3177
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(1A. Statement of Principles - November 1997)

Cl & Title			757/98	12/06/98	78 WAIG 2579
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(1A. Statement of Principles – June, 1998)

Del Cl			609/99	06/07/99	79 WAIG 1847
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1B. Minimum Adult Award Wage

Ins. 1B	940/97	14/11/97	77 WAIG 3177
New Prov	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	05/06/03	83 WAIG 1899 & 2219
(9)	1197/03	01/11/03	83 WAIG 3537
Cl.	570/04	04/06/04	84 WAIG 1521
Cl.	576/05	07/07/05	85 WAIG 2083, 2424
Cl.	957/05	07/07/06	86 WAIG 1631 & 1958
Cl.	1/07	01/07/07	87 WAIG 1487 & 1844
Cl.	115/07	01/07/08	88 WAIG 773 & 1099
Cl.	1/09	01/10/09	89 WAIG 735 & 1524
Cl.	2/10	01/07/10	90 WAIG 568 & 994
Cl.	2/11	01/07/11	91 WAIG 1008 & 1407
Cl.	2/12	01/07/12	92 WAIG 1197

2. Arrangement

delivered	A14/90	22/08/90	70 WAIG 3602
Ins. 1A	1752/91	31/01/92	72 WAIG 191
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
Ins. Appendix S.49B...	– 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
1A	757/98	12/06/98	78 WAIG 2579
Del 1A	609/99	06/07/99	79 WAIG 1847
Ins. Schedule B Named Union Party	– 1465/02	29/10/02	82 WAIG 2948
CI	323/03	12/09/03	83 WAIG 3352

2A. No Extra Claims

3. Scope

CI	323/03	12/09/03	83 WAIG 3352
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4. Area

5. Term

6. Definitions

7. Contract of Service

8. Hours

9. Overtime

10. Casual Employees

11. Part Time Employees

12. Meal Breaks

13. Meal Money

Cl.	1928/02	30/01/03	83 WAIG 703
Cl	1032/03	09/10/03	83 WAIG 3620
Cl	932/05	24/11/05	85 WAIG 3975
Cl	112/07	18/10/07	87 WAIG 2915
Cl	77/08	23/10/08	88 WAIG 2125
Cl	3/10	9/6/10	90 WAIG 513
Cl	48/11	10/10/11	91 WAIG 2149

14. Sick Leave

15. Bereavement Leave

16. Holidays

17. Annual Leave

18. Long Service Leave

19. Payment of Wages

20. Wages

Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
Rates & Text (1)	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
(1)	797/02	01/08/02	82 WAIG 1369
(1), (2)	1928/02	30/01/03	83 WAIG 703
Cl.	569/03	05/06/03	83 WAIG 1899 & 2219
(2)	1032/03	09/10/03	83 WAIG 3620
Cl	570/04	04/06/04	84 WAIG 1521 & 1751
Cl.	576/05	07/07/05	85 WAIG 2083, 2424
(2)	932/05	24/11/05	85 WAIG 3975
Cl	957/05	07/07/06	86 WAIG 1631 & 1958
Cl.	1/07	01/07/07	87 WAIG 1487 & 1844
(2)	112/07	18/10/07	87 WAIG 2915
Cl.	115/07	01/07/08	88 WAIG 773 & 1099
(2)	77/08	23/10/08	88 WAIG 2125

Cl.	1/09	01/10/09	89 WAIG 735 & 1524
(2)	3/10	9/6/10	90 WAIG 513
Cl.	2/10	01/07/10	90 WAIG 568 & 994
Cl.	2/11	01/07/11	91 WAIG 1008 & 1407
(2)	48/11	10/10/11	91 WAIG 2149
Cl.	2/12	01/07/12	92 WAIG 1197

21. Junior Employees

22. Bar Work

Rates	1928/02	30/01/03	83 WAIG 703
Cl	1032/03	09/10/03	83 WAIG 3620
Cl	932/05	24/11/05	85 WAIG 3975
Cl	112/07	18/10/07	87 WAIG 2915
Cl	77/08	23/10/08	88 WAIG 2125
Cl	48/11	10/10/11	91 WAIG 2149

23. Higher Duties

24. Uniforms and Laundering

Rates	1928/02	30/01/03	83 WAIG 703
Cl	1032/03	9/10/03	83 WAIG 3620
Cl	932/05	24/11/05	85 WAIG 3975
Cl	112/07	18/10/07	87 WAIG 2915

CI	77/08	23/10/08	88 WAIG 2125
CI	3/10	9/6/10	90 WAIG 513
CI	48/11	10/10/11	91 WAIG 2149

25. Protective Clothing

(1)	1928/02	30/01/0	83 WAIG 703
(1)	1032/03	09/10/03	83 WAIG 3620
(1)	932/05	24/11/05	85 WAIG 3975
(1)	112/07	18/10/07	87 WAIG 2915
(1)	77/08	23/10/08	88 WAIG 2125
(1)	48/11	10/10/11	91 WAIG 2149

26. Employees' Equipment

27. Limitation of Work

28. Travelling Facilities

29. Record

Ins text.(3)	491/98	16/04/98	78 WAIG 1471
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30. Roster

31. Change and Rest Rooms

32. First Aid Kit

33. Posting of Award and Union Notices

34. Under-Rate Employees

35. District Allowances

36. Maternity Leave

37. Respondents' Details

Ins Cl	323/03	12/09/03	83 WAIG 3352
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Schedule A - List of Respondents

Schedule	323/03	12/09/03	83 WAIG 3352
Schedule	3/08	07/05/08	88 WAIG 387, 395
Schedule	34/09	16/09/09	89 WAIG 2165, 2167

Schedule B- Named Union Party

Ins. Schedule	1465/02	29/10/02	82 WAIG 2948
Schedule	323/03	12/09/03	83 WAIG 3352

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

Appendix - S.49B - Inspection of Records Requirements

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