Motel, Hostel, Service Flats and Boarding House Workers' Award, 1976

1. – TITLE

This award shall be known as the "Motel, Hostel, Service Flats and Boarding House Workers' Award, 1976" and replaces award numbered 44 of 1968, as amended.

2. – ARRANGEMENT

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3. – AREA

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

4. – SCOPE

This award shall apply to all workers employed in the callings described in Clause 21. - Wages of this award in any establishment or place where boarders and/or lodgers are catered for, either permanently or otherwise, or where furnished or unfurnished apartments are sublet to tenants and where there is service as to the provision of meals and/or cleaning. Provided that this award shall not apply to any establishment bound by the Hotel and Tavern Workers' Award 1978, No. R 31 of 1977.

5. – TERM

The term of this award shall be for a period of one year as from the beginning of the first pay period commencing on or after the date hereof.

6. – DEFINITIONS

Food and beverage

(1) **Food and beverage attendant grade 1** means an employee who is engaged in any of the following:

(a) picking up glasses;

(b) emptying ashtrays;

(c) general assistance to food and beverage attendants of a higher grade not including service to customers;

(d) removing food plates;

(e) setting and/or wiping down tables;

(f) cleaning and tidying of associated areas.

(2) **Food and beverage attendant grade 2** means an employee who has not achieved the appropriate level of training and who is engaged in any of the following:

(a) supplying, dispensing or mixing of liquor including the sale of liquor from the bottle department;

(b) assisting in the cellar or bottle department;

(c) undertaking general waiting duties of both food and/or beverage including cleaning of tables;

(c) receipt of monies;

(d) attending a snack bar;

(e) engaged on delivery duties.

(3) **Food and beverage attendant grade 3** means an employee who has the appropriate level of training and is engaged in any of the following:

(a) supplying, dispensing or mixing of liquor including the sale of liquor from the bottle department;

(b) assisting in the cellar or bottle department, where duties could include working up to four hours per day (averaged over the relevant work cycle) in the cellar without supervision;

(c) undertaking general waiting duties of both food and liquor including cleaning of tables;

(d) receipt and dispensing of monies;

(e) engaged on delivery duties; or

(f) in addition to the tasks performed by a food and beverage attendant grade 2 the employee is also involved in:

(i) the operation of a mechanical lifting device; or

(ii) attending a wagering (e.g. TAB) terminal, electronic gaming terminal or similar terminal.

(g) and/or means an employee who is engaged in any of the following:

(i) full control of a cellar or liquor store (including the receipt, delivery and recording of goods within such an area);

(ii) mixing a range of sophisticated drinks;

(iii) supervising food and beverage attendants of a lower grade;

(iv) taking reservations, greeting and seating guests;

(v) training food and beverage attendants of a lower grade.

(4) **Food and beverage attendant (tradesperson) grade 4** means an employee who has completed an apprenticeship in waiting or who has passed the appropriate trade test and as such carries out specialised skilled duties in a fine dining room or restaurant.

(5) **Food and beverage supervisor** means an employee who has the appropriate level of training including a supervisory course and who has the responsibility for supervision, training and co-ordination of food and beverage staff, or stock control for a bar or series of bars.

(6) **Liquor service employee** means a person employed to sell or dispense liquor in bars and/or bottle departments or shops and includes a cellar employee.

Kitchen

(7) **Kitchen attendant grade 1** means an employee engaged in any of the following:

(a) general cleaning duties within a kitchen or food preparation area and scullery, including the cleaning of cooking and general utensils used in a kitchen and restaurant;

(b) assisting employees who are cooking;

(c) assembly and preparation of ingredients for cooking; or

(d) general pantry duties.

(8) **Kitchen attendant grade 2** means an employee who has the appropriate level of training, and who is engaged in specialised non-cooking duties in a kitchen or food preparation area, or supervision of kitchen attendants.

(9) **Kitchen attendant grade 3** means an employee who has the appropriate level of training including a supervisory course, and has the responsibility for the supervision, training and co-ordination of kitchen attendants of a lower grade.

(10) **Cook grade 1** means an employee who carries out cooking of breakfasts and snacks, baking, pastry cooking or butchering.

(11) **Cook grade 2** means an employee who has the appropriate level of training and who performs cooking duties including baking, pastry cooking or butchering.

(12) **Cook (tradesperson) grade 3** means a "commi chef" or equivalent who has completed an apprenticeship or has passed the appropriate trade test, and who is engaged in cooking, baking, pastry cooking or butchering duties.

(13) **Cook (tradesperson) grade 4** means a "demi chef" or equivalent who has completed an apprenticeship or has passed the appropriate trade test and who is engaged to perform general or specialised cooking, butchering, baking or pastry cooking duties and/or supervises and trains other cooks and kitchen employees.

(14) **Cook (tradesperson) grade 5** means a "chef de partie" or equivalent who has completed an apprenticeship or has passed the appropriate trade test in cooking, butchering, baking or pastry cooking and has completed additional appropriate training who performs any of the following:

(a) general and specialised duties including supervision or training of other kitchen staff;

(b) ordering and stock control; or

(c) solely responsible for other cooks and other kitchen employees in a single kitchen establishment.

Guest service

(15) **Guest service grade 1** means an employee who performs any of the following:

(a) laundry and/or linen duties which may include minor repairs to linen or clothing such as buttons, zips, seams, and working with flat materials;

(b) the collection and delivery of guests personal dry cleaning and laundry, linen and associated materials to and from accommodation areas;

(c) performs general cleaning duties; or

(d) parking guest cars.

(16) **Guest service grade 2** means an employee who has not achieved the appropriate level of training and who is engaged in any of the following:

(a) servicing accommodation areas and cleaning thereof;

(b) receiving and assisting guests at the entrance to the establishment;

(c) driving a passenger vehicle or courtesy bus;

(d) transferring guests baggage to and from rooms;

(e) assisting in the dry cleaning process;

(f) cleaning duties using specialised equipment and chemicals; or

(g) providing butler services such as food, beverage and personalised guest service.

(17) **Guest service grade 3** means an employee who has the appropriate level of training and who is engaged in any of the following:

(a) supervising guest service employees of a lower grade;

(b) providing butler services such as food, beverage and personalised guest service;

(c) major repair of linen and/or clothing including basic tailoring and major alterations and refitting; or

(d) dry cleaning.

(18) **Guest service grade 4** means an employee who has completed an apprenticeship or who has passed the appropriate trade test or otherwise has the appropriate level of training to perform the work of a tradesperson in dry cleaning, tailoring or as a butler.

(19) **Guest service supervisor** means an employee with the appropriate level of training including a supervisory course, who supervises, trains and co-ordinates the work of employees engaged in a housekeeping department.

Security

(20) **Doorperson/security officer grade 1** means a person who assists in maintenance of dress standards and good order at an establishment.

(21) **Timekeeper/security officer grade 2** means a person who is responsible for timekeeping of staff, for the security of keys, for the checking in and out of delivery vehicles and/or for the supervision of doorperson/security officer grade 1 personnel.

Store and other activities

(22) **Storeperson grade 1** means an employee who receives and stores general and perishable goods and cleans the store area.

(23) **Storeperson grade 2** means an employee who, in addition to the duties for a storeperson grade 1, may also operate mechanical lifting equipment such as a fork-lift and/or who may perform duties of more complex nature.

(24) **Storeperson grade 3** means an employee who has the appropriate level of training and who:

(a) implements quality control techniques and procedures; and

(b) understands and is responsible for a stores/warehouse area or a large section of such an area; and

(c) has a highly developed level of interpersonal and communications skills; and

(d) is able to supervise and provide direction and guidance to other employees including the ability to assist in the provision of on-the-job training and induction; and

(e) exercises discretion within the scope of this grade; and

(f) may exercise skills attained through the successful completion of an appropriate warehousing certificate; and

(g) may perform indicative tasks at this level such as:

(i) liaising with management, suppliers and customers with respect to stores operations;

(ii) detailing and co-ordinating activities of other storepersons and acting in a leading hand capacity for in excess of ten storepersons;

(h) maintaining control registers including inventory control and being responsible for preparation and reconciliation of regular reports or stock movements, dispatches, etc;

(i) supervises the receipt and delivery of goods, records, outgoing goods, responsible for the contents of a store.

(25) **Handyperson** means a person who is not a tradesperson and whose duties include the performance of routine repair work and maintenance in and about the employer's premises.

(26) **Fork-lift driver** means an employee who has a recognised fork-lift licence and who is engaged solely on the basis of driving a fork-lift vehicle. For those employees who operate a fork-lift as only part of their duties, either food and beverage grade 3 or storeperson grade 2 are applicable.

(27) Appropriate level of training means:

(a) completion of a training course and the employee qualifying for an appropriate certificate relevant to the employee's particular classification; or

(b) that the employee's skills have been assessed to be at least the equivalent of those attained through the suitable course described in paragraph (a) of this sub-clause assessment to be undertaken by a qualified skills assessor.

(28) **Introductory level** means the level of an employee who enters the industry and who has not demonstrated the competency requirements of level 1. Such an employee will remain at this level for up to three months while the appropriate training for level 1 is undertaken and assessment made to move from the introductory level to level 1. At the end of three months from entry, an employee will move to level 1 other than where agreement has been reached and recorded between the employee and the employer that further training of up to three months is required for the employee to achieve competence for movement to level 1.

(29) **Spread of Shift** means the time which elapses from the employee's actual starting time to the employee's actual finishing time on each work period.

(30) **Non-working Day** means any day upon which a part-time employee, pursuant to the terms of the contract of employment, is not available to the employer for the purposes of rostering the ordinary hours of work.

(31) **Rostered Day Off** means any day (other than a "Non-working Day" as defined) upon which an employee is not rostered to work any ordinary hours of work: provided that an employee's rostered day

off shall be a period of twenty-four hours commencing from the completion of an ordinary-hours work period.

7. - CONTRACT OF SERVICE

(1) Subject to sub-clauses (7) and (8) of this clause, an employer must not terminate an employee's employment unless:

(a) the employee has been given the required period of notice (see sub-clauses (2) and (3) of this clause); or

(b) the employee has been paid the required amount of compensation instead of notice (see sub-clauses (4) and (5) of this clause); or

(c) the employee is guilty of serious misconduct, that is, misconduct of such a nature that it would be unreasonable to require the employer to continue the employment of the employee concerned during the required period of notice (see sub-clause (6) of this clause).

(2) The required period of notice is to be worked out as follows:

(a) first work out the period of notice using the table at the end of this sub-clause; and

(b) then increase the period of notice by 1 week if the employee:

(i) is over 45 years old; and

(ii) has completed at least 2 years of continuous service with the employer.

Employee's period of continuous service with the employer	**Period of notice**
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

(3) For the purposes of sub-clause (2), the regulations made under the Workplace Relations Act 1996 (Cth) apply and prescribe events or other matters that must be disregarded, or must in prescribed circumstances be disregarded, in ascertaining a period of continuous service.

(4) The required amount of compensation instead of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period.

(5) That total must be worked out on the basis of:

(a) the employee's ordinary hours of work (even if they are not standard hours); and

(b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and

(c) any other amounts payable under the employee's contract of employment.

(6) Without limiting the generality of the reference to serious misconduct in paragraph (c) of sub-clause (1) of this clause, the regulations made under the Workplace Relations Act 1996 (Cth) apply and may identify:

(a) particular conduct; or

(b) conduct in particular circumstances;

that falls within that reference.

(7) Terminations of employment occurring in circumstances specified in the regulations made under the Workplace Relations Act 1996 (Cth) that relate to the succession, assignment or transmission of the business of the employer concerned apply and are excluded from the operation of this clause.

(8) The period of notice in this clause does not apply to casual employees, employees on probation, apprentices or employees engaged for a specified period of time or for a specific task or tasks.

(9) The notice of termination to be given by an employee is –

Employee's Period of continuous service with the employer	**Period of Notice**
In the first year	At least 1 day
In the second year	At least 1 week
In the third and succeeding years	At least 2 weeks

Provided that the employer and the employee may agree to accept shorter notice periods, or payment or forfeiture, as the case may be, in lieu of the above.

(10) If the employee fails to give the required notice or work for the notice period, the employee forfeits ordinary wages otherwise payable for that period of notice.

(11) Notwithstanding the provisions of this clause, an employer may dismiss an employee for misconduct, in which case, the employee shall be paid all wages due up to the time of dismissal.

(12) It shall be a term of employment that the employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

(13) Upon commencement of employment an employee may be subject to a probationary period of up to 3 months. The probationary period is to enable the employer and the employee to assess each other for suitability for ongoing employment.

(14) At any time prior to the expiry of the initial probationary period the employer and the employee may agree, in writing, for the probationary period to be extended for up to a further 3 months provided that extension is reasonable having regard to the nature and circumstances of the employment.

(15) At any time prior to the expiry of the probationary period (including any extended period) the employer or the employee may terminate the employment by giving not less than 1 day's notice or by the payment or forfeiture (as the case requires) of 1 day's pay in lieu of such notice.

8. – HOURS

(1) (a) Subject to this clause and except as provided elsewhere in this award, the ordinary hours of work shall be seventy-six per fortnight.

(b) The ordinary hours of work shall be exclusive of meal breaks and be so rostered that a worker shall not be required to commence work on more than ten days in each fortnight.

(c) Each ordinary hours work period shall not be less than four nor more than ten ordinary hours, and shall be worked within a spread of shift not exceeding twelve hours. Provided that no worker shall be rostered to work less than three hours consecutively exclusive of meal breaks.

(d) Where an ordinary hours work period commences prior to midnight on any day, that work period shall be deemed to have been worked on the day upon which the ordinary hours work period commenced. Provided, however, that the worker shall be paid the appropriate

additional rates provided by Clause 9. - Additional Rates for Ordinary Hours or Clause 17. - Holidays according to the actual hours worked in that work period.

(2) (a) The employer shall have the right to roster the ordinary hours of work for each worker according to the needs of the business, but the employer shall, in the following circumstances, seek the agreement of each worker:

(i) where the work is to be rostered over more than seven consecutive work periods; or

(ii) where the proposed rostered hours of work include work periods exceeding eight ordinary hours work.

(b) Rostered Days Off shall be so arranged that, in circumstances where a worker's work roster includes work periods where more than eight ordinary hours are regularly worked, two of such days shall be consecutive.

(3) (a) The roster for each employee shall provide for a minimum of 10 consecutive hours break between the finish of ordinary hours on one shift and the commencement of ordinary hours on the following shift.

(b) A break of less than 10 but not less than 8 consecutive hours may apply in the case of a change in shift at the employee's request or a changeover of the roster or by agreement (recorded and signed by both parties on the time and wages record on each occasion) between the employer and employee.

9. – ADDITIONAL RATES FOR ORDINARY HOURS

(1) An employee who is required to work any ordinary hours prior to 7.00 am or after 7.00 pm on any day Monday to Friday, both inclusive, shall be paid at the rate of an extra $1.53 per hour for each such hour, or part thereof worked. Provided that any employee who works the majority of his/her ordinary hours between midnight and 7.00 am shall be paid $1.61 per hour extra for each such hour, or part thereof worked.

(2) All time worked during the ordinary hours of work on Saturdays and Sundays shall be paid for at the rate of time and a half.

(3) An employee who is required to work any of his/her ordinary hours on any day in more than one period of employment, other than for meal breaks as prescribed in accordance with the provisions of Clause 13. - Meal Breaks of this Award, shall be paid an allowance of $2.52 per day, for such broken work period worked.

(4) The provisions of subclauses (1) and (2) hereof shall not apply to any work performed on a holiday and to which the provisions of subclause (2) of Clause 17. - Holidays are applicable.

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

10. – OVERTIME

(1) Overtime shall mean all work performed outside of the rostered ordinary hours of work or outside the daily spread of shift.

(2) All overtime worked between Monday to Friday, both inclusive, shall be paid for at the rate of time and a half for the first two hours and double time thereafter. All overtime worked on a Saturday or Sunday, shall be paid for at the rate of double time.

(3) An employee recalled to work overtime after leaving the employer's work establishment shall be paid for at least three hours at the appropriate rate.

(4) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that a worker has at least eight consecutive hours off duty between successive work periods. A worker (other than a casual) who works so much overtime between the termination of one ordinary hours work period and the commencement of the next ordinary hours work period that he has not had at least eight consecutive hours off duty between those times shall, subject to this paragraph, be released after completion of such overtime until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the employer, the worker resumes or continues work without having had such eight consecutive hours off duty he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(5) In computing overtime each day shall stand alone but –

(a) when a worker works overtime which continues beyond midnight on any day, the time worked after midnight shall be deemed to be part of the previous day's work for the purpose of this clause; or

(b) when a worker works overtime continuous with an ordinary hours work period to which the provisions of subclause (1)(d) of Clause 8. - Hours applies, such overtime work shall be paid for at the overtime rate appropriate for the day upon which the overtime work is actually performed.

(6) (a) By agreement between the employer and an employee, time off during ordinary hours shall be granted instead of payment of overtime pursuant to the provisions of this clause. Such time off shall be calculated in accordance with subclause (2) of this clause.

(b) Subject to paragraph (c) of this subclause, all time accrued in accordance with paragraph (a) of this subclause shall be taken within eight weeks of it being accrued at a time agreed between the employer and the employee when the agreement is made.

(c) Where such time off in lieu is not taken in accordance with paragraph (b) it shall, by agreement between the employer and the employee, be taken in conjunction with a future period of annual leave or the employer shall discharge his/her obligation to provide time off in lieu by making payment for the accrued time off when the employee's wages are paid at the end of the next pay period.

(d) Upon termination of an employee's service with an employer, the employee shall be paid for all accrued time off which remains owing to the employee at the date of termination.

(7) Notwithstanding anything contained in this award:

(a) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirements.

(b) No organisation, party to this award or worker or workers covered by this award, shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this clause.

10A. - TRANSLATION OF CASUAL EMPLOYEES

(1) This clause sets out the procedure to be followed to translate casual employees from the classification and wages structure in this award prior to 21 February 2001 to a new classification and wages structure that will have effect on the first pay period commencing on or after 1 July 2001.

(2) This clause is intended to minimise the potential for disputes between an employer and an employee on the translation and implementation of the new classification and wage structure. The clause does not diminish the employer’s obligation to properly classify and pay an employee in accordance with the new classification and wage structure from 1 July 2001 and an employer and an employee cannot contract out of the provision of this award.

(3) From 21 February 2001 an employee previously classified in a classification of work shown in Column A of the Table in sub-clause (4) below shall be reclassified to the classification shown immediately opposite in Column B. Provided that an employee previously classified Bar Attendant 2 shall be reclassified to Food and Beverage 3 where that employee's duties include the mixing of a range of sophisticated drinks or duties as defined in sub-clause (3) of Clause 6. - Definitions of this award.

(4) Despite the provisions of sub-clause (3) of Clause 11. - Casual Employees of this award, from 21 February 2001 to 1 July 2001 a casual employee shall be paid only the following hourly base rate of pay for any work performed –

Classification		**Minimum Hourly Base Rate**
Column A	**Column B**	**21-02-01**
N/A	Introductory	10.54
Cleaner	Guest Service Grade 1	10.85
Gardener	Gardener	
General Hand	General Hand	
Laundress	Guest Service Grade 1	
Lift Attd	Guest Service Grade 1	
Kitchen Hand	Kitchen Attendant Grade 1	
Yardman	Yardman	
Housemaid	Guest Service Grade 2	10.98
Comm'aire	Guest Service Grade 2	
Hall Porter	Guest Service Grade 2	
Night Porter	Night Porter	
Waiter	Food & Beverage Attendant Grade 2	
Steward	Food & Beverage Attendant Grade 2	
Snack Bar	Food & Beverage Attendant Grade 2	
Storeman	Storeperson Grade 1	
B'fast Cook	Cook Grade 1	
Bar Attd 1	Food & Beverage Attendant Grade 2	
Cashier	Food & Beverage Attendant Grade 2	
Bar Attd 2	Food & Beverage Attendant Grade 2	
Butcher	Cook Grade 1	
Security Off	Security Officer Grade 1	
Cook Alone	Cook Grade 2	11.27
Timekeeper	Timekeeper/Security Officer Grade 2	
Cellarman	Food & Beverage Attendant Grade 3	
Head Waiter	Food & Beverage Attendant Grade 3	
Head Steward	Food & Beverage Attendant Grade 3	
Hostess	Food & Beverage Attendant Grade 3	
Maintenance	Handyperson	
Housekeeper/ Supervisor	Guest Service Grade 3	
Qual Cook	Cook Grade 3	11.86
Butcher (Tradesperson)	Tradesperson Butcher	
Chef	Cook Grade 4	12.62
-	Cook Grade 5	12.70

(All rates are effective from the beginning of the first pay period commencing on or after the date shown.]

(5) Despite the provisions of sub-clause (4) of this clause, the provisions of Clause 29. - No Reductions of this award apply.

(6) As soon as practicable but by no later than 31 March 2001 unless otherwise agreed between the Union and the employer, the employer shall notify each employee, in writing in the form specified in

Schedule C – Letter to Employees of the classification of work the employee is required by the employer to perform.

(7) If an employee disputes the correctness or fairness of the classification nominated by the employer, the employee shall notify the employer, in writing, of the employee's view. The employer and the employee shall then meet and make reasonable efforts to resolve any dispute.

(8) Where the dispute is not resolved by discussions between the employer and the employee, either party may then seek to have the matter dealt with in accordance with the disputes settling procedure.

(9) Nothing in this clause shall be read so as to exclude the Union from representing its members.

(10) To avoid doubt, an employee shall be paid in accordance with the provision of sub-clause (11) of this clause from 1 July 2001 regardless of whether or not any dispute has been resolved.

(11) Despite the provisions of sub-clause (3) of Clause 11. - Casual Employees of this award, from 1 July 2001 to 1 July 2003 a casual employee shall be paid only the following hourly base rate of pay for any work performed –

		Base $ per Hour							
Level	**Classification**	**1.7.01**	**1.8.01**	**1.1.02**	**1.7.02**	**1.8.02**	**1.1.03**	**5.6.03**	**1.7.03**
	Introductory	10.54	10.88	10.88	10.88	11.35	11.35	11.80	12.30
Level 1	Food & Beverage Attendant Grade 1 Kitchen Attendant Grade1 Guest Services Grade 1 Gardener General Hand Yardman	10.88	11.22	11.25	11.28	11.75	11.77	12.22	12.24
Level 2	Food & Beverage Attendant Grade 2 Cook Grade 1 Kitchen Attendant Grade 2 Night Porter Storeperson Grade 1 Doorperson/Security Officer Grade 1 Guest Services Grade 2	11.11	11.45	11.58	11.71	12.18	12.31	12.76	12.90
Level 3	Food & Beverage Attendant Grade 3 Cook Grade 2 Kitchen Attendant Grade 3 Guest Services Grade 3 Storeperson Grade 2 Timekeeper/Security Officer Grade 2 Handyperson Forklift Driver	11.44	11.78	11.95	12.12	12.59	12.76	13.21	13.38

Level 4	Cook Grade 3 Storeperson Grade 3 Food & Beverage Attendant Grade 4 (Tradesperson) Guest Service Grade 4	12.08	12.42	12.64	12.86	13.33	13.55	14.00	14.26
Level 5	Cook Grade 4 Food & Beverage Supervisor Guest Services Supervisor	12.90	13.29	13.57	13.85	14.32	14.60	15.05	15.36
Level 6	Cook Grade 5	13.07	13.46	13.83	14.20	14.67	15.04	15.49	15.86

(All rates are effective from the beginning of the first pay period commencing on or after the date shown, except for the increases resulting from the 2003 State Wage Case, which are payable on and from 5 June 2003.)

11. - CASUAL EMPLOYEES

(1) A casual employee shall mean an employee engaged and paid as such and whose employment may be terminated by either the employer or the employee giving not less than 1 hours notice or the payment or forfeiture, as the case requires, of 1 hours pay.

(2) A casual employee shall not be engaged for less than 2 consecutive hours each shift.

(3) A casual employee shall be paid only an hourly base rate of pay that is an amount not less than 1/76th of the fortnightly rate prescribed in Clause 21. – Wages for the relevant classification for any work performed.

(4) In addition to the hourly base rate of pay prescribed in sub-clause (3) of this clause, a casual employee shall also be paid the following loading –

DAY		% PENALTY RATE					
		21.2.01	**1.7.01**	**1.1.02**	**1.7.02**	**1.1.03**	**1.7.03**
Monday to Friday		25	25	25	25	25	25
Saturday & Sunday		25	30	35	40	45	50
Public Holiday		100	105	110	115	120	125

(All penalty rates are effective from the beginning of the first pay period commencing on or after the date shown.)

(5) Where a shift commences on one day and ceases on the following day, for each hour worked on that shift the employee shall be paid at the rate applying to the day on which that hour of work is actually performed.

12. - PART-TIME EMPLOYEES

(1) A part-time employee shall mean an employee who, subject to the provisions of Clause 8. - Hours, regularly works no less than twenty ordinary hours per fortnight nor less than three hours per work period.

(2) A part-time employee shall receive payment for wages, annual leave, holidays, bereavement leave, and sick leave on a pro-rata basis in the same proportion as the number of hours worked each fortnight bears to seventy-six hours.

(3) Notwithstanding any other provision of this award, the employer and the employee may, by agreement, increase the ordinary hours to be worked in any particular pay period. Such extra hours shall be paid for at ordinary rates of pay.

13. - 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 six 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 prescribed ordinary hourly rate applying to such employee, until such time as the employee is released for a meal.

(2) In addition to a break for a meal, there may be one other break of at least one hour during each shift. Such break may be taken in conjunction with the meal break.

(3) Where an employee is required to work 6 or more consecutive hours in a shift the employee shall also be entitled to one (1) only paid break of 10 minutes at a time agreed between the employer and the employee provided that the employer shall not require that the break be taken in the first or last hour of any work period and the employee shall not work more than 6 hours before either the paid or unpaid break is taken.

(4) Nothing in sub-clause (3) shall affect an employee's entitlement to a paid break where such was afforded to an employee under circumstances more favourable prior to the inclusion of that sub-clause on 21 February 2001.

14. – MEAL MONEY

Any employee who is required to work overtime for two hours or more on any day, without being notified on the previous day or earlier, that he or she will be so required to work such overtime, will either be supplied with a substantial meal by the employer or be paid $10.30 meal money.

15. - SICK LEAVE

(1) (a) A worker who is unable to attend or remain at his place of employment during the ordinary hours of work by reason of personal ill health or injury shall be entitled to payment during such absence in accordance with the following provisions.

(b) Entitlement to payment shall accrue at the rate of 6 1/3 hours pay for each completed month of service with the employer.

(c) If in the first or successive years of service with the employer a worker is absent on the ground of personal ill health or injury for a period longer than his entitlement to paid sick leave, payment may be adjusted at the end of that year of service, or at the time the worker's services terminate, if before the end of that year of service, to the extent that the worker 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 worker 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 a worker 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 worker shall as soon as reasonably practicable advise the employer of his/her inability to attend for work, the nature of his illness or injury and the estimated duration of the absence. Provided that such advice, other than in extraordinary circumstances shall be given to the employer within two hours of the commencement of the absence.

(4) The provisions of this clause do not apply to a worker 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 worker 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 a worker who suffers personal ill health or injury during the time when he is absent on annual leave and a worker 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 worker was confined to his place of residence or a hospital as a result of his personal ill health or injury for a period of seven consecutive days or more and he produces a certificate

from a registered medical practitioner that he was so confined. Provided that the provisions of this paragraph do not relieve the worker of the obligation to advise the employer in accordance with subclause (3) of this clause if he is unable to attend for work on the working day next following his annual leave.

(c) Replacement of paid annual leave by paid sick leave shall not exceed the period of paid sick leave to which the worker was entitled at the time he proceeded on annual leave and shall not be made with respect to fractions of a day.

(d) Where paid sick leave has been granted by the employer in accordance with paragraphs (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid sick leave is hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the worker or, failing agreement, shall be added to the worker's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions of Clause 18, 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 18 - Annual Leave shall be deemed to have been paid with respect to the replaced annual leave.

(6) Where a business has been transmitted from one employer to another and the worker's service has been deemed continuous in accordance with subclause (3) of clause (2) of the Long Service Leave provisions published in volume 59 of the Western Australian Industrial Gazette at pages 1-6, the paid sick leave standing to the credit of the worker at the date of transmission from service with the transmittor shall stand to the credit of the worker at the commencement of service with the transmittee and may be claimed in accordance with the provisions of this clause.

(7) The provisions of this clause with respect to payment do not apply to workers who are entitled to payment under the Workers' Compensation Act nor to workers whose injury or illness is the result of the worker's own misconduct.

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

16. - BEREAVEMENT LEAVE

(1) A worker shall, on the death within Australia of a wife, husband, de-facto wife or de-facto husband, father, father-in-law, mother, mother-in-law, brother, sister, child or stepchild or grandparent, be entitled on notice to leave up to and including the day of the funeral of such relation, and such leave shall be without deduction of pay for a period not exceeding the number of ordinary hours that would have been worked by the worker in the two work periods rostered to be worked on the day of and the day preceding the funeral. Proof of such death shall be furnished by the worker to the satisfaction of the employer if he so requests.

(2) The provisions of 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 worker concerned.

(3) The provisions of this clause shall not apply to a casual worker.

17. – HOLIDAYS

(1) (a) Subject to any other provision of this award, the following days or the days observed in lieu shall be observed as holidays without deduction of pay: 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 another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in this subclause.

(b) When any of the days mentioned in paragraph (a) hereof falls on a worker's rostered day off the holiday shall be observed on the next rostered working day. In this case the substituted day

shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.

(2) (a) All work done on any such holiday shall be paid for at the rate of double time and a half, with a minimum payment as for four hours' work.

(b) The minimum payment of four hours' work provided by paragraph (a) of this subclause, shall not apply in the case of an employee who, having commenced an ordinary hours work period on the day preceding the holiday, works less than four hours on that holiday.

(c) The employer may discharge the obligation to make payment, in accordance with paragraph (a) of this subclause, by paying the employee at the rate of ordinary time for each hour worked and allowing the employee to be rostered off duty in ordinary hours, without deduction of pay, for a period equal to the number of hours worked on the holiday multiplied by time and a half. Subject to paragraph (d) such rostered time off shall be taken within eight weeks of the date of accrual at a time agreed between the employer and the employee.

(d) Where such time off in lieu is not taken in accordance with paragraph (c) it shall, by agreement between the employer and the employee, be taken in conjunction with a future period of annual leave or the employer shall discharge his obligation to provide time off in lieu by making payment for the accrued time off when the employee's wages are paid at the end of the next pay period.

(e) Upon termination of an employee's service with an employer, the employee shall be paid for all accrued time off which remains owing to the employee at the date of termination.

(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; and

(b) that proclamation does not apply throughout the State or to the metropolitan area of the State,

that day shall be a whole holiday or, as the case may be, a half holiday for the purposes of this award within the district or locality specified in the proclamation.

(4) The provisions of this clause shall not apply to a casual worker.

18. - ANNUAL LEAVE

(1) (a) An employee is entitled to 4 consecutive weeks paid annual leave after each 12 months continuous service with the same employer. Annual leave accrues pro rata on a weekly basis.

(b) An employee and the employer shall attempt to reach agreement on the taking of annual leave provided that where no agreement is reached the employer may direct the employee to take annual leave, at a time suitable to the employer, where such leave has not been taken 12 months after the completion of the service year in which it accrued.

(c) Where an employer directs an employee to take annual leave in accordance with paragraph (b) of this sub-clause the employer shall give the employee at least four (4) weeks' notice.

(d) Where pursuant to paragraph (3) of subclause (2) of the Long Service Leave provisions published in 64, Western Australian Industrial Gazette, at pages 1-4, the period of continuous service which an employee has had with the transmittor (including any such service with any prior transmittor) is deemed to be service of the employee with the transmittee then that period of continuous service shall be deemed to be service with the transmittee for the purposes of this sub-clause.

(2) During a period of annual leave a worker shall receive a loading of 17 ½% calculated on his ordinary rate of wage. Provided that where the worker would have received any additional rates for work

performed in ordinary hours, as prescribed by this award, had he not been on leave during the relevant period and such additional rates would have entitled him to a greater amount than the loading of 17 ½%, then such additional rates shall be added to his ordinary rate of wage in lieu of the 17 ½% loading. Provided further, that if the additional rates would have entitled him to a lesser amount than the loading of 17 ½%, then such loading of 17 ½% shall be added to his ordinary rate of wage in lieu of the additional rates. The loading prescribed by this subclause shall not apply to proportionate leave on termination.

(3) If any prescribed holiday falls within a worker's period of annual leave, there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid.

(4) Any time in respect of which a worker is absent from work, shall not count for the purpose of determining his right to annual leave, unless it is an absence during which he is entitled to claim sick pay or time spent on holidays, annual leave and long service leave as prescribed by this award, or it is an absence approved by the employer.

(5) (a) For the purposes of this clause service shall be deemed continuous notwithstanding:-

(i) the transmission of a business where paragraph (b) of subclause (1) of this clause applies;

(ii) any absence from work referred to in subclause (4) of this clause;

(iii) any absence from work on account of personal sickness or accident proof whereof shall be upon the worker or on account of leave granted by the employer;

(iv) any absence with reasonable cause proof whereof shall be upon the worker but in such a case the worker shall inform the employer in writing, if practicable, within seven days of the commencement of such absence of the nature of the cause.

(b) Any absence from work by reason of any cause not being a cause specified in paragraph (a) hereof shall not be deemed to break the continuity of service for the purposes of this clause unless the employer during the absence or within 14 days of the termination of the absence notifies the worker in writing that such absence will be regarded as having broken the continuity of service.

Such notice maybe given to a worker by delivering it to him personally or by posting it to his last known address in which case it shall be deemed to have reached the worker in due course of post or, where a number of workers are absent from work, by posting up of a notification the employer's establishment.

(c) An absence from duty referred to in this subclause shall not, except as provided in subclause (4) of this clause, be taken into account in calculating the period of twelve months' continuous service.

(6) (a) In addition to any payment to which a worker may be entitled under paragraph (b) of this subclause, a worker whose employment terminates after he has completed a twelve monthly qualifying period and who has not been allowed the leave prescribed under this award in respect of that qualifying period, shall be given payment as prescribed in subclauses (1) and (2) of this clause in lieu of that leave or, in a case to which subclause (7) of this clause applies, in lieu of so much of that leave as has not been allowed unless:-

(i) he has been justifiably dismissed for misconduct; and

(ii) the misconduct for which he has been dismissed occurred prior to the completion of that qualifying period.

(b) If, after one month's continuous service in any qualifying twelve monthly period, a worker leaves his employment, or his employment is terminated by the employer through no fault of

the worker, the worker shall be paid 12 2/3 hours' pay at his ordinary rate of wage in respect of each completed month of continuous service.

(7) With the consent of the employer and the worker, annual leave may be taken in more than one period provided that one of these periods shall not be less than two weeks.

(8) By arrangement between the employer and the worker annual leave may be allowed to accumulate from year to year but where the leave to which a worker is entitled or any portion thereof is allowed to accumulate to meet the convenience of the worker the ordinary wage for that leave shall be the ordinary wage applicable to the worker at the date at which he became entitled to the leave unless the employer agrees in writing that the wage be that applicable at the date the leave commences.

(9) (a) At the request of an employee, and with the consent of employer, annual leave prescribed by this clause may be given and taken before the completion of 12 months' continuous service as prescribed by subclause (1) of this clause.

(b) If the service of an employee terminates and the employee has taken a period of leave in accordance with this subclause and if the period of leave so taken exceeds that which would become due pursuant to subclause (6) of this clause the employee shall be liable to pay the amount representing the difference between the amount received by him/her for the period of leave taken in accordance with this subclause and the amount would have accrued in accordance with subclause (6) of this clause. The employer may deduct this amount from monies due to the employee by reason of the other provisions of this award at the time of termination.

(c) The annual leave loading provided by subclause (2) of this clause, shall not be payable when annual leave is taken in advance pursuant to the provisions of this subclause. The loading not paid, for the period of leave taken in advance, shall be payable to the employee at the end of the first pay period following the employee completing the qualifying period of continuous service provided in subclause (1) of this clause.

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

19. - LONG SERVICE LEAVE

The Long Service Leave provisions set out in Volume 54 of the Western Australian Industrial Gazette at pages 19 to 24 both inclusive are hereby incorporated in and shall be deemed to be part of this award.

20. - PAYMENT OF WAGES

(1) (a) The employer may elect to pay workers in cash, by cheque or by means of a credit transfer to a bank, building society or credit union account in the name of the worker. The day that the credit transfer is credited to the worker's account shall be deemed to be the date of payment.

(b) Payment shall be made within three trading days from the last day of the pay period and if in cash or by cheque shall be made during the worker's ordinary working hours.

(c) No employer shall change its method of payment to workers without first giving them at least four weeks' notice of such change.

(2) (a) The employer shall pay workers weekly or fortnightly in accordance with subclause (1) of this clause.

(b) The employer shall not change the frequency of payment to workers without first giving those employees at least four weeks' notice of such change.

(c) The method of introducing a fortnightly pay system shall be by the payment of an additional week's wages in the last weekly pay before the change to fortnightly pays to be repaid by

equal fortnightly deductions made from the next and subsequent pays provided the period for repayment shall not be less than 20 weeks or some other method agreed upon by the employer and the worker.

(3) Workers, who are paid by cash or cheque, whose day off falls on a pay day shall be paid their wages upon request from the worker to the employer, prior to the worker taking the day off.

(4) For the purposes of effecting the rostering off of workers as provided by this award, ordinary wages may be paid either for the actual hours worked each pay period or an amount being calculated on the basis of the average of 38 hours per week.

(5) A worker who lawfully terminated his employment, or is dismissed for reasons other than misconduct, shall be paid all wages due to him by the employer on the day of termination of his employment or as soon as practicable after the date of termination of his employment.

20A. - TRANSLATION OF FULL-TIME AND PART-TIME EMPLOYEES

(1) This clause sets out the procedure to be followed to translate full-time and part-time employees from the classification and wages in this award prior to 21 February 2001 to the new classification and wages structure that will have effect from 1 July 2001.

(2) This clause is intended to minimize the potential for disputes between an employer and an employee on the translation and implementation of the new classification and wage structure. The clause does not diminish the employer's obligation to properly classify and pay an employee in accordance with the new classification and wage structure from 1 July 2001 and an employer and an employee cannot contract out of the provision of this award.

(3) From 21 February 2001 an employee previously classified in a classification of work shown in Column A of the Table in sub-clause (4) below shall be reclassified to the classification shown immediately opposite in Column B. Provided that an employee previously classified Bar Attendant 2 shall be reclassified to Food and Beverage 3 where that employee's duties include the mixing of a range of sophisticated drinks or duties as defined in Clause (6)(3).

(4) Despite the provisions of clause 21. – Wages of this award, from 21 February 2001 to 1 July 2001 a full-time employee (pro rata for a part-time employee) shall be paid not less than –

Classification		$ per Fortnight
Column A	Column B	21 Feb 01
N/A	Introductory	800.80
Cleaner	Guest Service Grade 1	828.00
Gardener	Gardener	
General Hand	General Hand	
	Guest Service Grade 1	
Laundress	Guest Service Grade 1	
Lift Attd	Kitchen Attendant Grade 1	
Kitchen Hand	Yardman	
Yardman		
Housemaid	Guest Service Grade 2	847.50
Comm'aire	Guest Service Grade 2	
Hall Porter	Guest Service Grade 2	
Night Porter	Night Porter	
Waiter	Food & Beverage Attendant Grade 2	
Steward		

Snack Bar	Food & Beverage Attendant Grade 2	
Storeman	Food & Beverage Attendant Grade 2	
B'fast Cook	Storeperson Grade 1	
Bar Attd 1	Cook Grade 1	
Cashier	Food & Beverage Attendant Grade 2	
Bar Attd 2	Food & Beverage Attendant Grade 2	
Butcher	Food & Beverage Attendant Grade 2	
Security Off	Cook Grade 1	
	Security Officer Grade 1	
Cook Alone	Cook Grade 2	875.00
Timekeeper	Timekeeper/Security Officer Grade 2	
Cellarman	Food & Beverage Attendant Grade 3	
Head Waiter	Food & Beverage Attendant Grade 3	
Head Steward	Food & Beverage Attendant Grade 3	
Hostess	Food & Beverage Attendant Grade 3	
Maintenance	Handyperson	
Housekeeper/ Supervisor	Guest Service Grade 3	
Qual Cook	Cook Grade 3	925.00
Butcher (Qual)	Tradesperson Butcher	
Chef	Cook Grade 4	985.00
-	Cook Grade 5	1040.00

(All rates are effective from the beginning of the first pay period commencing on or after the date shown.]

(5) Despite the provisions of sub-clause (4) of this clause, the provisions of Clause 29. - No Reductions of this award apply.

(6) As soon as practicable but by no later than 31 March 2001 unless otherwise agreed between the Union and the employer, the employer shall notify each employee, in writing in the form specified in Schedule C – Letter to Employees, of the classification of work the employee is required by the employer to perform.

(7) If an employee disputes the correctness or fairness of the classification nominated by the employer, the employee shall firstly notify the employer, in writing, of the employee's view. The employer and the employee shall then meet and make reasonable efforts to resolve any dispute.

(8) Where the dispute is not resolved by discussions between the employer and the employee, either party may then seek to have the matter dealt with in accordance with the disputes settling procedure.

(9) Nothing in this clause shall be read so as to exclude the Union from representing its members.

(10) To avoid doubt, an employee shall be paid in accordance with the provision of Clause 21. - Wages of this award from 1 July 2001 regardless of whether or not any dispute has been resolved.

21. – WAGES

$ per Fortnight

Level	Classification	1.7.01	1.8.01	1.1.02	1.7.02	1.8.02	5.6.03	4.6.04	7.7.05	7.7.06	on and from the commencement of the first pay period on or after 1 July 2008
	Introductory	800.80	826.80	826.80	826.80	862.80	896.80	934.80	968.80	1008.80	1114.80
Level 1	Food & Beverage Attendant Grade 1 Kitchen Attendant Grade1 Guest Services Grade 1 Gardener General Hand Yardman	830.00	856.00	858.00	860.20	896.20	930.20	968.20	1002.20	1042.20	1148.20
Level 2	Food & Beverage Attendant Grade 2 Cook Grade 1 Kitchen Attendant Grade 2 Night Porter Storeperson Grade 1 Doorperson/Securi	860.00	886.00	898.50	910.40	946.40	980.40	1018.40	1052.40	1092.40	1198.40

	ty Officer Grade 1 Guest Services Grade 2										
Level 3	Food & Beverage Attendant Grade 3 Cook Grade 2 Kitchen Attendant Grade 3 Guest Services Grade 3 Storeperson Grade 2 Timekeeper/Security Officer Grade 2 Handyperson Forklift Driver	890.00	916.00	931.00	947.00	983.00	1017.00	1055.00	1089.00	1129.00	1235.00
Level 4	Cook Grade 3 Storeperson Grade 3 Food & Beverage Attendant Grade 4 (Tradesperson) Guest Service Grade 4	945.00	971.00	991.00	1014.40	1050.40	1084.40	1122.40	1156.40	1196.40	1302.40
Level 5	Cook Grade 4 Food & Beverage Supervisor Guest Services Supervisor	1010.00	1040.00	1065.00	1097.80	1133.80	1167.80	1205.80	1239.80	1279.80	1385.80
Level 6	Cook Grade 5	1060.00	1090.00	1110.00	1135.60	1171.60	1205.60	1243.60	1277.60	1317.60	1423.60

(All rates are effective from the beginning of the first pay period commencing on or after the date shown, except for the increases resulting from the 2003 - 2005 State Wage Case and 2006 General Order Wage Case Decisions, which are payable on and from 5 June 2003, 4 June 2004, 7 July 2005 , 7 July 2006 respectively]

(2) Arbitrated Safety Net Adjustments

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.

21A. - MINIMUM WAGE -ADULT MALES & FEMALES

(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 $557.40 per week payable on and from the first pay period on or after 1 July 2008.

(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.

(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 2008 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 $488.40 per week on and from the commencement of the first pay period on or after 1 July 2008.

(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.

22. - JUNIOR EMPLOYEES

(1) Subject to the provisions of the Liquor Licensing Act, 1988, employees under the age of twenty-one years may be employed as junior employees in any of the occupations covered by this award, other than an apprenticeship trade.

(2) Junior females, under eighteen years of age, shall not be employed in the classification of housemaid.

(3) The minimum fortnightly rates of wages for work in ordinary time to be paid to junior employees shall be as follows –

	Percentage of the Appropriate Adult Total Rate
Under 16 years of age	50
At 16 years of age.	60
At 17 years of age.	70
At 18 years of age.	80
At 19 years of age	Adult Rate

(4) No junior employee, who is currently employed by an employer party to this award shall, whilst that employment continues, suffer any diminution in his/her current rate of pay as a result of the introduction of the provisions of subclause (3) of this clause.

23. – APPRENTICES

(1) Apprentices to the trade of cooking may be employed and paid the wages contained in subclause (3) hereof.

(2) Apprentices may be taken in the ratio of one apprentice for every two or fraction of two (the fraction being not less than one) Journeymen and shall not be taken in excess of that ratio unless –

(a) the union so agrees; or

(b) the Commission determines otherwise.

(3) Wages (per fortnight) expressed as a percentage of the "Tradesman's Rate" –

	%
(a) Four Year Term -	
First year	42
Second year	55
Third year	75

	Fourth year	88

(b) Three and a Half Year Term -

First six months	42
Next year	55
Next following year	75
Final year	88

(c) Three Year Term -

First year	55
Second year	75
Third year	88

(d) For the purposes of this subclause the term "Tradesman's Rate" means the total rate payable to a "Qualified Cook", as prescribed in Clause 21. - Wages, of this award.

24. – OPTION FOR ANNUALISED SALARY

(1) As an alternative to being paid by the week according to Clause 21. – Wages of this award, by agreement between the employer and the employee an employee can be paid at a rate equivalent to an annual salary of at least 25 per cent or more above the rate prescribed in Clause 21. – Wages times 26 for the work being performed.

(2) In such cases, there is no requirement under Clause 9. - Additional Rates for Ordinary Hours, Clause 10. – Overtime and Clause 17. - Holidays, to pay penalty rates and overtime in addition to the weekly award wage, provided that the salary paid over a year was sufficient to cover what the employee would have been entitled to if all award overtime and penalty rate payment obligations had been complied with.

(3) Provided further in the event of termination of employment prior to completion of a year the salary paid during such period of employment will be sufficient to cover what the employee would have been entitled to if all award overtime and penalty rate payment obligations had been complied with.

(4) An employee being paid according to this clause will be entitled to a minimum of eight days off per four week cycle. If such an employee is required to work on a public holiday, they are entitled to a day off in lieu or a day added to their annual leave entitlement.

(5) Where payment in accordance with this clause is adopted, the employer shall keep a daily record of the hours worked by an employee which shall show the date and start and finish times of the employee for the day. The record shall be countersigned weekly by the employee and shall be kept at the place of employment for a period of at least six years.

(6) This clause does not apply to casual employees.

25. - HIGHER DUTIES

(1) Any employee performing work for two or more hours in any day on duties carrying a higher prescribed rate of wage than that in which he is engaged, shall be paid the higher wage for such day. If work is performed for less than two hours in any day, he shall be paid the higher wage for the time so worked.

(2) Any employee who is required to perform duties carrying a lower prescribed rate of wage, shall do so without any loss of pay.

26. - UNIFORMS AND LAUNDERING

(1) The employer may require plain white headbands to be worn by female workers. Where the employer requires any special uniform to be worn such special uniform shall be provided by the employer and shall remain the property of the employer. A special uniform shall consist of such articles of clothing such as monogrammed or coloured jackets, dresses, blouses, overalls, aprons, caps, collars, cuffs or other special apparel which the employer may require a worker to wear whilst on duty; provided that the ordinary apparel usually worn by waiters and stewards shall not be deemed to be special uniforms within the meaning of this clause.

(2) Subject to subclause (3) hereof, an employer requiring any of the articles of clothing to be worn as described in subclause (1) of this clause, shall cause such clothing to be laundered at his/her own expense or otherwise shall pay to the employee concerned $6.65 per fortnight worked as a laundry allowance. The allowance provided herein shall be halved for employees who work less than thirty-eight ordinary hours each fortnight.

(3) Where a cook wears the ordinary apparel usually worn by cooks such as black and white check trousers, white shirt, white apron and cap, such garments shall be laundered at the employer's expense or otherwise the employee shall be paid $10.10 per fortnight worked as a laundry allowance. T he allowance provided herein shall be halved for employees who work less than thirty-eight ordinary hours each fortnight.

(4) Any dispute in respect to the application of this clause shall be referred to a Board of Reference.

27. - 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 with rubber gloves free of charge by the employer, or be paid, in lieu, an allowance of $3.55 per fortnight worked. The allowance provided herein shall be halved for employees who work less than thirty-eight ordinary hours each fortnight.

(2) Where a worker is required to work in the rain, or where the conditions of work are such that workers are unable to avoid their clothing becoming wet or dirty, they shall be supplied with suitable protective clothing free of charge by the employer.

(3) Where the conditions of work are such that workers are unable to avoid their feet becoming wet, they shall be supplied by the 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 expected.

(5) Any dispute in respect to the application of this clause shall be referred to a Board of Reference.

28. - EMPLOYEE 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/her duties, shall be supplied by the employer free Of charge. Provided that where an employee is required by the employer to use his/her own knives he shall be paid an allowance of $13.30 per fortnight worked. The allowance provided herein shall be halved for employees who work less than thirty-eight ordinary hours each fortnight.

29. – NO REDUCTION

Despite the provisions of this award, an existing employee (including casuals) at 21 February 2001 who continues to be employed with the same employer after that date shall not be paid less than they would have been paid for the same work under the provisions of the award as it stood prior to that date.

30. - BOARD AND/OR LODGING

(1) No worker shall be compelled to board and/or lodge on the employer's premises and it shall not be a condition of employment that any worker shall board and/or lodge on the employer's premises, but where by mutual consent board and/or lodging is provided, the employer shall be entitled to deduct in respect of such worker the following maximum amounts per fortnight:

(a) Full board and lodging of 42 meals per fortnight:

(i) single accommodation - $180.45 per fortnight

(ii) shared accommodation - $135.45 per fortnight

(b) Individual meals - $3.35 each.

(c) Junior workers who are in receipt of less than the full adult rates, shall not have deducted an amount in excess of 70 per cent of the rates prescribed in paragraph (a) hereof.

(d) The rates prescribed in paragraph (a) hereof shall be reduced pro rata for any period less than a fortnight.

(2) Mutual consent for the purpose of this clause means a document which the worker has signed agreeing to the amount of board and/or lodging offered by the employer. Such agreement may be cancelled by either party giving fourteen days' notice in writing to the other party.

(3) Workers sleeping in shall be provided with a common sitting room apart from their bedrooms and shall have access to a properly equipped bathroom and also have access to a laundry at such times as are mutually agreed upon between the worker and the employer. Provided where a worker is required to use a coin operated washing machine and/or dryer in a laundry, the board and/or lodging charges for that worker shall be reduced by an amount of $3.85 per fortnight.

(4) Any dispute in respect to the application of this clause shall be referred to a Board of Reference.

31. - TRAVELLING FACILITIES

(1) Where a worker is detained at work until it is too late to travel by the last ordinary bus, train or other regular public conveyance to his usual place of residence the employer shall provide proper conveyance free of charge.

(2) If a worker is required to start work before the first ordinary means of public conveyance (hereinbefore described) is available to convey him from his usual place of residence to the place of employment, the employer shall provide a conveyance free of charge.

(3) Where a worker is engaged by an employer to proceed to work at a place above the 26th parallel of South latitude, the fares of such worker shall be paid by the employer who may deduct the amount thereof from the worker's first and subsequent fortnightly wages. Provided that such amount deducted shall not exceed fifty per cent of the worker's fortnightly wage. Provided further that the amount so deducted shall be refunded to the worker if he works for the employer for at least six months, or if the worker's services are terminated by the employer before that time, for any reason other than misconduct.

(4) If a worker referred to in subclause (3) hereof continues to work for the employer for six months or longer, he shall upon the termination of his services, other than for gross misconduct, be supplied with a return ticket to the place of engagement if he is so returning to that place, or alternatively be paid an amount equivalent to such return ticket.

(5) The provisions of subclauses (1) and (2) of this clause do not apply to a worker who usually has his or her own means of conveyance.

32. - RECORD

(1) Each employer bound by this award shall maintain a record at each establishment containing the following information relating to each worker:-

(a) The name and address given by the worker;

(b) The age of the worker if paid as a junior worker;

(c) The classification of the worker and whether the worker is full-time part-time or casual;

(d) The commencing and finishing times of each period of work each day;

(e) The number of ordinary hours and the number of overtime hours worked each day and the totals for each pay period; and

(f) The wages and any allowances paid to the worker each pay period and any deductions made therefrom.

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

(2) (a) At the time of payment of wages the worker may be given a pay slip showing that part of the record specified in paragraphs (e) and (f) of subclause (1) with respect to the pay period for which payment is being made.

(b) If a pay slip is not given to the worker as prescribed in paragraph (a) hereof the worker shall be required to inspect the record and to sign it, if correct, at the time of payment. The employer shall not unreasonably withhold the record from inspection by the worker.

(3) (a) The record may be maintained in one or more parts depending on the system of recording used by the employer provided that if the record is maintained in more than one part, those parts shall be kept in such a manner as will enable the inspection referred to in subclauses (2) and (4) to be conducted at the one establishment.

(b) The employer may, if it is part of normal business practice, periodically send the record or any part of the record to another person, provided that the provision of this paragraph shall not relieve the employer from the obligations with respect to provisions contained elsewhere in this clause.

(c) Subject to this clause the record shall be available for inspection by a duly authorised official 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 the period between 1.00 p.m. and 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, the record shall be open for inspection during all business hours of that establishment.

(d) The union official shall be permitted reasonable time to inspect the record and, if he requires, take an extract or copy of any of the information contained therein.

(4) (a) If, for any reason, the record is not available for inspection by the union official when the request is made, the union official and the employer or his agent may fix a mutually convenient time for the inspection to take place.

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

(c) Within 10 days of receipt of such advice:

(i) Employers who normally keep the record at a place more that 40 kilometres from the G.P.O., Perth shall send a copy of that part of the record specified to the office of the union; and

(ii) Employers who normally keep the record at a place less than 40 kilometres from the G.P.O, Perth shall make the record available to the union official at the time specified by the union official. If the record is not then made available to the union official the employer shall within three days send a copy of that part of the record specified to the office of the union.

(d) In the event of a demand made by the union which the employer considers unreasonable the employer may apply to the Industrial Commission for direction. An application to the Industrial Commission by an employer for direction will subject to that direction, stay the requirements contained elsewhere in this subclause.

33. – ROSTER

(1) A roster of the ordinary working hours shall be exhibited in each establishment in such place as it may be conveniently and readily seen by each employee concerned.

(2) Such roster shall show –

(a) the name of each employee; and

(b) the hours to be worked by each employee each day.

(3) The roster shall be open for inspection to a duly accredited representative of the Union at such times as the "Record" is so open for inspection.

(4) The roster shall be drawn up in such a manner as to show the ordinary working hours of each employee (other than a casual employee) for at least a week in advance of the date of the roster, and may only be altered on account of the sickness of any employee, or by mutual consent (recorded and signed by both parties on the time and wages record) between the employee and the employer, or by the employer giving at least three days' notice of such alteration to the employee.

34. - CHANGE AND REST ROOMS

Each employer shall provide a Change and Rest Room in cases where workers do not reside on the premises, which shall be adequately lighted and ventilated and be sufficiently roomy to accommodate all workers likely to use it at the one time. Such Rest Rooms shall be provided with a lounge, couch or bed, steel or vermin-proof lockers, suitable floor coverings, and a table or tables with adequate seating accommodation where workers may partake of meals. These workers shall have access to a bathroom with hot and cold water facilities.

Where an employer is unable to provide for workers the facilities prescribed in this clause, he may refer any matter in dispute to a Board of Reference.

35. - FIRST AID KIT

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

36. - POSTING OF AWARD AND UNION NOTICES

(1) A copy of this Award, if supplied by the union, shall be exhibited by each employer on his business premises in such a place where it may be conveniently and readily seen by each worker employed.

(2) The Secretary of the union, or any other duly accredited representative of the union shall be permitted to post notices relating to union business in such a place where it may be conveniently and readily seen by each worker employed.

37. - (DELETED)

37. – SUPERANNUATION

(1) Definitions

The superannuation provisions contained herein operate subject to the requirements of the hereinafter prescribed provision titled - Compliance, Nomination and Transition.

In this clause:

(a) "Approved Occupational Superannuation Fund" means a superannuation fund which complies with the Occupational Superannuation Standards Act, 1987.

(b) "Fund" means:

(i) the Host West superannuation fund; or

(ii) Westscheme; or

(iii) any other approved occupational Superannuation fund into which the employer, as at 22 October 1991, is contributing for all eligible employees; or

(iv) in the case of Quality Pacific Hotels Ltd, the approved occupational superannuation fund established by that company for the purpose of employee superannuation.

(c) "Ordinary Time Earnings" means the base classification rate, including supplementary payments where appropriate, in charge rates, shift penalties and any overaward payments, together with any other all purpose allowance or penalty payment for work in ordinary time and shall include in respect to casual employees the appropriate casual loadings prescribed by this award, but shall exclude any payment for overtime worked.

(d) "Eligible Employee" means an employee (other than a junior casual employee) whose employment is regulated by this award and who:

(i) in the case of a full-time or part-time employee, has completed at least one month's continuous service with the employer; or

(ii) in the case of a casual employee, has completed at least three months' continuous service with the employer.

(e) "Trustee" means the trustee of the relevant fund.

(2) Contributions:

(a) An employer shall, subject to the provisions of this clause, contribute to a fund referred to in subclause (1)(b) in respect of each eligible employee an amount equal to 3% of that employee's ordinary time earnings each pay period with effect from the beginning of the first pay period commencing on or after the date of operation of this clause or the date the employee becomes an eligible employee, whichever is the later.

(b) Employer contributions together with any employee deductions shall be paid monthly for pay periods completed in each month. Provided that payments may be made at such other time

and in such other manner as may be agreed in writing between the Trustee of the Fund and the employer from time to time.

(c) No contributions shall be made for:

(i) periods of unpaid leave or unauthorised absences; or

(ii) any payout of accrued entitlements upon termination of employment; or

(iii) any monthly, or other agreed, contribution period in which the employee has worked less than an average of forty-eight hours per month.

(3) Employer to Continue Participation:

An employer shall not cease to participate in a fund whilst employing any eligible employee.

(4) Cessation of Contributions:

The obligation of the employer to contribution to a fund in respect of an eligible employee shall cease on the last day of that eligible employee's employment with the employer.

(5) Employees' Additional Voluntary Contributions:

Where the rules of the fund allow an eligible employee to make additional contributions to the fund the employer shall, where an election is made, upon the direction of the employee deduct contributions from the employee's wages and pay them to the fund in accordance with the direction of the employee and the rules of the fund.

(6) Employee to be advised of entitlement:

(a) The employer shall, no later than the end of the first pay period following the date of operation of this clause or the date the employee becomes an eligible employee, notify each employee of a right to a superannuation entitlement arising from the provisions of this clause and provide the employee with an application to join the fund together with any written material explaining the fund.

(b) Notwithstanding any other provision of this clause, it shall be the employee's responsibility to make an election, within the rules of the fund, whether or not a portion of the contribution made on his/her behalf should be allocated against the cost of a death or disablement benefit as provided by the fund.

(7) Exemptions:

(1) The provisions of this clause shall not apply to any employee who, at the effective date of this clause and by reason of any existing superannuation arrangement with the employer, is in receipt of an employer superannuation contribution to an Approved Occupational Superannuation Fund at least equal to that provided by this clause.

(2) The provisions of this clause shall not apply to temporary foreign residents who, whilst in possession of a working visa, obtain employment within the hospitality industry covered by this award.

Compliance, Nomination and Transition

Notwithstanding anything contained elsewhere herein which requires that contribution be made to a superannuation fund or scheme in respect of an employee, on and from 30 June 1998 –

(a) Any such fund or scheme shall no longer be a complying superannuation fund or scheme for the purposes of this clause unless –

(i) the fund or scheme is a complying fund or scheme within the meaning of the Superannuation Guarantee (Administration) Act 1992 of the Commonwealth; and

(ii) under the governing rules of the fund or scheme, contributions may be made by or in respect of the employee permitted to nominate a fund or scheme;

(b) The employee shall be entitled to nominate the complying superannuation fund or scheme to which contributions are to be made by or in respect of the employee;

(c) The employer shall notify the employee of the entitlement to nominate a complying superannuation fund or scheme as soon as practicable;

(d) A nomination or notification of the type referred to in paragraphs (b) and (c) of this subclause shall, subject to the requirements of regulations made pursuant to the Industrial Relations Legislation Amendment and Repeal Act 1995, be given in writing to the employer or the employee to whom such is directed;

(e) The employee and employer shall be bound by the nomination of the employee unless the employee and employer agree to change the complying superannuation fund or scheme to which contributions are to be made;

(f) The employer shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by a employee;

Provided that on and from 30 June 1998, and until an employee thereafter nominates a complying superannuation fund or scheme –

(g) if one or more complying superannuation funds or schemes to which contributions may be made be specified herein, the employer is required to make contributions to that fund or scheme, or one of those funds or schemes nominated by the employer;
or

(h) if no complying superannuation fund or scheme to which contributions may be made be specified herein, the employer is required to make contributions to a complying fund or scheme nominated by the employer.

38. – OVER-AWARD PAYMENTS

(1) Any over award payments (however described) that were payable to an employee (including casuals) under terms agreed prior to 21 February 2001 may be set-off against any of the additional amounts payable included by application 379 of 1995 and 580 of 1994 on and from that date under any of the following clauses:

Clause 10A

Clause 11

Clause 21B

Clause 21

(2) To avoid doubt, this provision does not apply to any obligations accruing in any period prior to 21 February 2001.

(3) This provision does not apply to any variations to the award made after 21 February 2001.

39. - UNDER-RATE WORKERS

(1) Any worker who may 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 a Board of Reference for determination.

(3) After application has been made to a Board, and pending that Board's decision, the worker shall be entitled to work for and be employed at the proposed lesser rate.

40. – BREAKDOWNS

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

41. - PROHIBITION OF CONTRACTING OUT OF AWARD

All workers covered by the terms of this award shall be paid not less than the wages prescribed by this Award and shall work in accordance with provisions not less advantageous to him than the provisions of this award, notwithstanding anything that may be determined to the contrary by the employer, or by the employer in agreement with the worker.

42. - LOCATION ALLOWANCES

(1) Subject to the provisions of this clause, in addition to the rates prescribed in the wages clause of this award, an employee shall be paid the following weekly allowances when employed in the towns prescribed hereunder. Provided that where the wages are prescribed as fortnightly rates of pay, these allowances shall be shown as fortnightly allowances.

TOWN	PER WEEK
Agnew	$18.10
Argyle	$47.80
Balladonia	$18.30
Barrow Island	$31.10
Boulder	$7.60
Broome	$29.00
Bullfinch	$8.50
Carnarvon	$14.80
Cockatoo Island	$31.80
Coolgardie	$7.60
Cue	$18.50
Dampier	$25.20
Denham	$14.80
Derby	$30.10
Esperance	$5.40
Eucla	$20.30
Exmouth	$26.30
Fitzroy Crossing	$36.50
Goldsworthy	$16.00
Halls Creek	$41.90
Kalbarri	$6.30
Kalgoorlie	$7.60
Kambalda	$7.60
Karratha	$30.10
Koolan Island	$31.80

Koolyanobbing	$8.50
Kununurra	$47.80
Laverton	$18.40
Learmonth	$26.30
Leinster	$18.10
Leonora	$18.40
Madura	$19.30
Marble Bar	$46.00
Meekatharra	$15.90
Mount Magnet	$19.90
Mundrabilla	$19.80
Newman	$17.40
Norseman	$15.70
Nullagine	$45.90
Onslow	$31.10
Pannawonica	$23.50
Paraburdoo	$23.40
Port Hedland	$25.00
Ravensthorpe	$9.60
Roebourne	$34.60
Sandstone	$18.10
Shark Bay	$14.80
Shay Gap	$16.00
Southern Cross	$8.50
Telfer	$42.50
Teutonic Bore	$18.10
Tom Price	$23.40
Whim Creek	$29.80
Wickham	$28.90
Wiluna	$18.40
Wittenoom	$40.70
Wyndham	$45.00

(2) Except as provided in subclause (3) of this clause, an employee who has:

(a) a dependant shall be paid double the allowance prescribed in subclause (1) of this clause;

(b) a partial dependant shall be paid the allowance prescribed in subclause (1) of this clause plus the difference between that rate and the amount such partial dependant is receiving by way of a district or location allowance.

(3) Where an employee:

(a) is provided with board and lodging by his/her employer, free of charge; or

(b) is provided with an allowance in lieu of board and lodging by virtue of the award or an order or agreement made pursuant to the Act;

such employee shall be paid $66^{2}/_{3}$ per cent of the allowances prescribed in subclause (1) of this clause.

(4) Subject to subclause (2) of this clause, junior employees, casual employees, part time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.

(5) Where an employee is on annual leave or receives payment in lieu of annual leave he/she shall be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.

(6) Where an employee is on long service leave or other approved leave with pay (other than annual leave) he/she shall only be paid location allowance for the period of such leave he/she remains in the location in which he/she is employed.

(7) For the purposes of this clause:

(a) "Dependant" shall mean –

(i) a spouse or defacto partner; or

(ii) a child where there is no spouse or defacto partner;

who does not receive a location allowance or who, if in receipt of a salary or wage package, receives no consideration for which the location allowance is payable pursuant to the provisions of this clause.

(b) "Partial Dependant" shall mean a "dependant" as prescribed in paragraph (a) of this subclause who receives a location allowance which is less than the location allowance prescribed in subclause (1) of this clause or who, if in receipt of a salary or wage package, receives less than a full consideration for which the location allowance is payable pursuant to the provisions of this clause.

(8) Where an employee is employed in a town or location not specified in this clause the allowance payable for the purpose of subclause (1) of this clause shall be such amount as may be agreed between Australian Mines and Metals Association, the Chamber of Commerce and Industry of Western Australia and the Trades and Labor Council of Western Australia or, failing such agreement, as may be determined by the Commission.

(9) Subject to the making of a General Order pursuant to s.50 of the Act, that part of each location allowance representing prices shall be varied from the beginning of the first pay period commencing on or after the 1st day in July of each year in accordance with the annual percentage change in the Consumer Price Index (excluding housing), for Perth measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.

43. – PARENTAL LEAVE

(1) Parental leave shall include maternity leave, paternity leave and adoption leave.

(1A) Eligibility for –

(a) Maternity Leave:

An employee who becomes pregnant shall, upon production to her employer of a certificate from a duly certified 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.

(b) Paternity Leave

A male employee shall, upon production to the employer of a certificate from a duly certified medical practitioner stating the presumed date of confinement of the employee’s spouse or defacto spouse, be entitled to paternity leave provided that the employee has had not less than 12 months' continuous service with that employer immediately preceding the date upon which the employee proceeds upon such leave.

(c) Adoption Leave

An employee with whom a child has been placed with a view to adoption of the child by the employee shall be entitled to adoption leave provided that the employee has had not less than 12 months' continuous service with that employer immediately preceding the date upon which the employee proceeds upon such leave and provided that the child –

(i) is not the natural child or step-child of the employee or the employee's spouse or defacto spouse; and

(ii) is less than 5 years of age; and

(iii) has not lived continuously with the employee for 6 months or longer.

For the purposes of this clause:

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

(v) Maternity leave, paternity leave and adoption leave shall mean unpaid maternity leave, paternity leave and adoption leave.

(2) Period of Leave and Commencement of Leave:

(a) Subject to sub-clauses (3) and (6) hereof, the period of parental leave shall be for an unbroken period of up to 52 weeks and shall, in the case of maternity leave, include a period of 6 weeks' compulsory leave to be taken immediately before the presumed date of confinement and a period of 6 weeks' compulsory leave to be taken immediately following confinement unless in the case of the period before the presumed date of confinement, a medical practitioner has certified the employee is fit to work.

(b) An employee shall, not less than 10 weeks prior to the intended date of commencement of parental leave, give notice in writing to the employer stating the employee's intention to take such leave.

(c) An employee shall give not less than 4 weeks' notice in writing to the employer of the date upon which the employee proposes to commence parental leave, stating the period of leave to be taken.

(d) An employee shall not be in breach of this clause 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 employee's or the employee's spouse or defacto spouse's confinement occurring earlier than the presumed date.

(e) An employee who has given notice of his or her intention to take parental leave or who is actually taking parental leave is to notify the employer of particulars of any period of parental leave taken or to be taken by the employee's spouse or defacto spouse in relation to the same child. Such notice is to be supported by a statutory declaration by the employee as to the truth of the particulars notified.

(f) An employee is not entitled to take parental leave at the same time as the employee's spouse or defacto spouse except in respect of 1 weeks parental leave –

(i) taken by the male parent immediately after the birth of the child; or

(ii) taken by the employee and the employee's spouse or defacto spouse immediately after a child has been placed with them with a view to their adoption of the child.

(g) The entitlement to parental leave is reduced by any period of parental leave taken by the employee's spouse or defacto spouse in relation to the same child except for the period of 1 weeks leave referred to in subparagraph (f).

(3) Transfer to a Safe Job in the case of Maternity Leave:

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

(b) 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 sub-clauses (7), (8), (9) and (10) hereof.

(4) Variation of Period of Parental Leave:

(a) Provided the addition does not extend the parental 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 Parental Leave:

(a) Parental 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, or that of an employee's spouse or defacto spouse 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 4 weeks from the date of notice in writing by the employee to the employer that the employee desires to resume work.

(6) Special Maternity Leave and Sick Leave:

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

(i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, or

(ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.

(b) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed 52 weeks.

(c) For the purposes of sub-clauses (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 sub-clause shall be entitled to the position which she held immediately before proceeding on

such leave or, in the case of an employee who was transferred to a safe job pursuant to sub-clause (3), to the position she held immediately before such transfer.

(e) 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 wage to that of her former position.

(7) Parental Leave and Other Leave Entitlements:

Provided the aggregate of leave including leave taken pursuant to sub-clauses (3) and (6) hereof does not exceed 52 weeks.

(a) An employee may, in lieu of or in conjunction with parental leave, take any annual leave or long service leave or any part thereof to which the employee is then entitled.

(b) Paid sick leave or other paid authorised absences (excluding annual leave or long service leave), shall not be available to an employee during the employee's absence on parental leave.

(8) Effect of Parental Leave on Employment:

Notwithstanding any other provision to the contrary, absence on parental 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 this Award.

(9) Termination of Employment:

(a) An employee on parental leave may terminate his or 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 on the ground of the employee's absence on parental leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(10) Return to Work after Parental Leave:

(a) An employee shall confirm his or her intention of returning to work by notice in writing to the employer giving not less than 4 weeks prior to the expiration of the employee's period of parental leave.

(b) An employee, upon the expiration of the notice required by paragraph (a) hereof, shall be entitled to the position which the employee held immediately before proceeding on parental leave or, in the case of an employee who was transferred to a safe job pursuant to sub-clause (3), to the position which the employee 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 the employee is capable of performing, the employee shall be entitled to a position as nearly comparable in status and wage to that of the employee's former position.

(11) Replacement Employees:

(a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on parental leave.

(b) Before an employer engages a replacement employee under this sub-clause, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his or 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 sub-clause 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 his or her employment continues beyond the 12 months qualifying period.

44. - NATIONAL TRAINING WAGE

The terms of the federal National Training Wage Award 2000 (as subsequently amended from time to time) apply to this award provided the following clauses and Schedules are excluded –

Clause 3. - Anti-discrimination

Clause 4. - Parties Bound

Clause 6. - Super-session

Clause 7. - Period of Operation

Schedule A

Schedule B

45. - ENTERPRISE FLEXIBILITY

(1) Employers and employees covered by this award may negotiate and reach agreement to apply to vary any provision of this award so as to make the enterprise or workplace operate more efficiently according to its particular needs.

(2) Employees may seek advice from, or be represented by, the union during the negotiations for an agreement.

(3) Where agreement is reached at an enterprise or workplace and where giving effect to such agreement requires this award, as it applies at the enterprise or workplace, to be varied, an application to vary the award shall be made to the Commission.

(4) A copy of the agreement shall be made available in writing to all employees at the enterprise or workplace and to the union party to this award.

(5) The union shall not unreasonably oppose the application to vary the award to give effect to the terms of the agreement.

(6) When this award is varied to give effect to an agreement made pursuant to this clause the variation shall become a schedule to this award and the variation shall take precedence over any provision of this award to the extent of any expressly identified inconsistency.

(7) The agreement must meet the following requirements to enable the Commission to vary this award to give effect to it:

(a) that the purpose of the agreement is to make the enterprise or workplace operate more efficiently according to its particular needs;

(b) that the majority of employees covered by the agreement genuinely agree to it;

(c) where the union has members at the enterprise or workplace, the union has been given reasonable advice of the intention to negotiate an agreement, provided that this paragraph shall not apply where the employer could not reasonably be expected to have known the union has members at the enterprise or workplace;

(d) that the award variation necessitated by the agreement does not in relation to their terms and conditions of employment, disadvantage the employees who would be affected by the variation.

(8) For the purposes of subclause (7) hereof, an agreement is taken to disadvantage employees in relation to their terms and conditions of employment only if:

(a) it would result in the reduction of any entitlements or protection of those employees under:
(i) the award; or

(ii) any other law of the Commonwealth or State that the Commission thinks relevant; and

(b) in the context of their terms and conditions of employment considered as a whole, the Commission considers that the reduction is contrary to the public interest.

(9) Nothing in this clause shall be taken as limiting the right of any party to apply to give effect to an enterprise agreement under any other provisions of the Industrial Relations Act, 1979.

46. – CHANGES WITH SIGNIFICANT EFFECT AND REDUNDANCY

(1) In this clause –

"employee" does not include a casual employee or an apprentice or industrial trainee within the meaning of the *Industrial Training Act 1975* (WA);

"redundant" means being no longer required by an employer to continue doing a job because, for a reason that is not a usual reason for change in the employer's work-force, the employer has decided that the job will not be done by any person.

(2) For the purposes of this clause, an action of an employer has a significant effect on an employee if –

(a) there is to be a major change in the –

(i) composition, operation or size of; or

(ii) skills required in,

the employer's work-force that will affect the employee;

(b) there is to be elimination or reduction of –

(i) a job opportunity;

(ii) a promotion opportunity; or

(iii) job tenure,

for the employee;

(c) the hours of the employee’s work are to significantly increase or decrease;

(d) the employee is to be required to be retrained;

(e) the employee is to be required to transfer to another job or work location; or

(f) the employee’s job is to be restructured.

(3) Where an employer has decided to –

(a) take action that is likely to have a significant effect on an employee; or

(b) make an employee redundant,

the employee is entitled to be informed by the employer, as soon as reasonably practicable after the decision has been made, of the action or the redundancy, as the case may be, and discuss with the employer the matters mentioned in sub-clause (4) of this clause.

(4) The matters to be discussed are –

(a) the likely effects of the action or the redundancy in respect of the employee; and

(b) measures that may be taken by the employee or the employer to avoid or minimize a significant effect,

as the case requires.

(5) Nothing in this clause requires an employer, when providing information or holding a discussion under this clause to disclose information that may seriously harm –

(a) the employer's business undertaking; or

(b) the employer's interest in the carrying on, or disposition, of the business undertaking.

(6) (a) An employee who has been informed that he or she has been, or will be, made redundant is entitled to paid leave of up to 8 hours for the purpose of being interviewed for further employment.

(b) The 8 hours need not be consecutive.

(c) An employee who claims to be entitled to paid leave under paragraph (a) is to provide to the employer evidence that would satisfy a reasonable person of the entitlement.

(d) Payment for leave under paragraph (a) is to be made at the rate the employee would have been paid if the leave was not taken.

47. – RIGHT OF ENTRY

(1) Subject to the Act and this clause the Secretary of the Union or an authorised official, officer or employee of the Union shall be permitted to enter the employer’s premises.

(2) The right of entry is only to be exercised –

(a) after reasonable notice of not less than 24 hours to the employer;

(b) during hours that work is being performed (including during meal breaks) for the employer by employees covered by this award;

(c) so as to not interfere with the work being performed;

(d) in compliance with the employer’s reasonable security and health and safety requirements; and

(e) to enter –

(i) a reasonable place agreed to between the employer and the Union and such agreement shall not be unreasonably withheld; or

(ii) if agreement on a reasonable place is not reached, the staff lunchroom or staff canteen or other area the relevant employees usually take their recognised meal or rest breaks.

(3) The Secretary of the Union or an authorised official, officer or employee of the Union shall not, without the permission of the employer, interview an employee at any time other than the employee's recognised meal or rest break.

48. – REDUNDANCY

(1) Definition

Redundancy occurs when an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.

(2) Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

(3) Severance pay

In addition to the period of notice prescribed for ordinary termination in clause 7 – Contract of Service an employee whose employment is terminated by reason of redundancy must be paid, subject to further order of the Commission, the following amount of severance pay in respect of a continuous period of service:

Period of continuous service	**Severance** pay
1 year or less	nil
1 year and up to the completion of 2 years	4 weeks' pay
2 years and up to the completion of 3 years	6 weeks' pay
3 years and up to the completion of 4 years	7 weeks' pay
4 years and over	8 weeks' pay

(4) Week's pay means the ordinary time rate of pay for the employees concerned.

Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

(5) Employee leaving during notice period

An employee whose employment is terminated by reason of redundancy may terminate his/her employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had they remained with the employer until the expiry of such notice. However, in this circumstance the employee will not be entitled to payment in lieu of notice.

(6) Alternative employment

An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

(7) Time off during notice period

(a) During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

(b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

(8) Superannuation benefits

(a) Subject to further order of the Commission where an employee who is terminated receives a benefit from a superannuation scheme, he or she shall only receive under sub-clause (3) (above) hereof the difference between the severance pay specified in that clause and the amount of the superannuation benefit he or she receives which is attributable to employer contributions only.

(b) If this superannuation benefit is greater than the amount due under sub-clause (3) hereof then he or she shall receive no payment under that clause.

(9) Employees exempted

(a) This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal including inefficiency within the first fourteen days, neglect of duty or misconduct, and in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.

(b) Notwithstanding the foregoing provisions trainees who are engaged for a specific period of time shall, once the traineeship is completed and provided that the trainee services are retained, have all service including the training period counted in determining entitlements. In the event that a trainee is terminated at the end of his or her traineeship and is re-engaged by the same employer within six months of such termination the period of traineeship shall be counted as service in determining any future redundancy entitlements.

(10) Employers exempted

Subject to an order of the Commission, in a particular redundancy case, this clause shall not apply to employers who employ less than fifteen employees.

(11) Incapacity to pay

An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied on the basis of the employer's incapacity to pay.

49. - ANTI-DISCRIMINATION

(1) It is the intention of the respondents to this award to respect and value the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, natural extraction or social origin.

(2) Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause, the respondents must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.

(3) Nothing in this clause is taken to affect:

(a) any different treatment (or treatment having different effects) which is specifically exempted under the State or Commonwealth anti-discrimination legislation;

(b) junior rates of pay;

(c) an employee, employer or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;

(d) a reason for terminating employment if the reason is based on the inherent requirements of the particular position concerned; or

(e) a reason for terminating a person's employment as a member of the staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed, if the employer terminates the employment in good faith to avoid injury to the religious susceptibilities of adherents of that religion or creed.

50. - NO EXTRA CLAIMS

(1) Except for the excluded matters listed below and as provided for in sub-clause (3) of this clause, for the period to 1 July 2002 the Union or any respondent employer shall not make any further claim for a variation to the award other than for a variation to give effect to any wage increases in accordance with a State Wage Case decision (provided that a claim for variation having the effect of varying the award above or below the safety net is not allowed by this State Wage Case decision exception).

(2) The excluded matters are –

Union badges;

family leave;

bereavement leave;

additional classifications;

rates of pay for Gardeners; and

employer obligation to offer award employment at the time of engagement.

(3) The limitation in sub-clause (1) of this clause on further award variations shall extend to 1 July 2003 for the following –

penalty rates for ordinary hours for casuals on week-ends or public holidays; and

‘additional rates’ for ordinary hours for casuals.

51. - FURTHER CLAIMS

(1) The consent variations made to the award in applications 379 of 1995 and 580 of 1994 do not prejudice either party in respect of any further claim made after 1 July 2003 in relation to the following matters or matters that reasonably relate to those matters –

penalty rates for ordinary hours for casuals on week-ends or public holidays; and

‘additional rates’ for ordinary hours for casuals.

(2) The parties will not seek to rely on the consent variations as a basis for any future claims of the above matters and any such claim must be established on its merits.

(3) Further, the parties agree that in any future arbitration of the above matters the onus lies with the party then seeking the variation.

52. - UNION DELEGATES AND MEETINGS

(1) In an establishment a Union Delegate may be elected by the employees. Such Delegate shall be recognised by the employer, and shall be allowed all necessary time during working hours to submit to the employer industrial matters affecting the employees whom he represents and further shall be allowed reasonable time during working hours to attend to any industrial dispute or industrial matter that may arise affecting the employees in that establishment.

(2) The Union and an employer may agree to further delegates having regard for the size of the establishment and the shift arrangements for the work performed.

(3) Prior to the intended dismissal of a Union Delegate, the employer shall notify the union accordingly of the reasons for such dismissal.

(4) (a) At each employer’s establishment the union shall be allowed to convene one "Union Meeting" each year, during ordinary working hours, in accordance with the following conditions:-

(i) such meeting shall be held on any day of the week other than a Thursday, Friday or Saturday, Sunday or public holiday;

(ii) the duration of such meeting shall not exceed three hours;

(iii) the time, date and venue of such meeting shall be agreed between the Union and the employer;

(iv) each employee attending the meeting during ordinary rostered working hours, shall be paid for such hours, provided that the employee produces satisfactory evidence of having been in attendance at the meeting to his or her employer.

(b) For the purposes of this sub-clause and by agreement between the Union and the employer, the term "Union Meeting", may mean several individual meetings held at different times, dates and venues to discuss the same subject matter provided that an employee shall only be entitled to attend or be paid for attending one (1) meeting each year.

(5) To avoid doubt, agreement in this clause may not be unreasonably withheld.

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 - NAMED UNION PARTY

The Australian Liquor, Hospitality and Miscellaneous Employees Union, Western Australian Branch is a named party to this Award.

SCHEDULE B – RESPONDENTS

Belmont Park Motel
Railton Private Hotel
Park Lane Apartments
Country Women's Association Hostel
Girls' Friendly Society Lodge
Y.M.C.A. Hostel
Y.W.C.A. Hostel
Amelia House
Kings Park Lodge
John Wilson Lodge
Auto Lodge
Swanview Motel
Southway Service Flats
Town Lodge
Highway Motel
Toorak Lodge
Arkaba Inn
Rose & Crown Hotel
Mt. Lawley Guest House
Hamersley Cottage
Gildercliffe Lodge
Matilda Gard Hostel
Devonia Lodge
Highway Marquis Motel
Transway Motel
Highway Motel
Highway Motel
Surrey House Private Hotel
Northam Motel
Hacienda Motel
Highway Motel
Highway Motel
Western Australian Hotels and Hospitality Association Incorporated (Union of Employers)

SCHEDULE C – LETTER TO EMPLOYEES

If you dispute the correctness or fairness of the above classification the Award requires that you shall firstly notify the employer, in writing, of your views. The employer and the employee are then required to meet and make reasonable efforts to resolve any dispute. You may be represented by the Union in these discussions. The Australian Liquor, Hospitality and Miscellaneous Employees Union, Western Australian Branch ("the LHMU") may be contacted on telephone 9388 5400 or 1800 199 890 (for country callers).

(EMPLOYER LETTERHEAD]

' WITHOUT PREJUDICE'

(date) (Employee Name) (Employee Address)

Dear (Employee Name)

Your terms and conditions of employment are governed by the (insert award name) ("the Award").

The Award has recently been amended by the Western Australian Industrial Relations Commission to provide a new classification structure and wage rates and to increase the loadings payable to casual employees. There is a phase-in period for the wage increases and the casual loadings. A number of other changes have also been made to the Award.
The Award provides that the new classification structure and wage rates be implemented in the following steps –

Step 1

An immediate translation of all employees into pre-determined levels in the new classification structure with effect from 21 February 2001.

Step 2

As soon as practicable but by no later than 31 March 2001, the employer must notify each employee, in writing, of the classification of work the employee is required by the employer to perform. The employer must then ensure each employee is properly classified and paid in accordance with the new classification structure effective from the first pay period commencing after 1 July 2001.

Our review of your duties has been completed and you are advised that effective from the first pay period commencing after 1 July 2001 your new classification is that of … … ….
For your assistance, a copy of the definitions from the Award relevant to your work is attached.

If the dispute is not resolved by those discussions either party may then seek to have the matter dealt with in accordance with the disputes settling procedure in the Award. If you require any further information regarding these matters, you may contact …(insert employer contact name and telephone) or the Union.

Yours faithfully

Manager

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.

DATED at Perth this 17th day of August, 1976.

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

MOTEL, HOSTEL, SERVICE FLATS AND BOARDING HOUSE WORKERS' AWARD NO. 29 OF 1974.

Delivered 17/08/76 at 56 WAIG 1502.

Section 93(6) Consolidation 04/07/85 at 65 WAIG 1249

Section 93(6) Consolidation 26/07/89 at 69 WAIG 2244

Section 93(6) Consolidation 24/10/94 at 74 WAIG 2804

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
1. Title				
(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	07/08/96	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 1843

2. Arrangement

Cl.	729/85	21/03/86	66 WAIG 1055
Ins.(46)	842/86	12/12/86	67 WAIG 163
Ins.(2A)	1534/88	02/02/89	69 WAIG 600
(2A) deleted	1940/89	08/09/89	69 WAIG 2913
Cl.	2178A/89	12/02/90	70 WAIG 1114
Cl.	1349(1)/90	20/03/91	71 WAIG 1510
Corr. Ord.	1349(1)/90	20/03/91	71 WAIG 1612
Cl.	2178B/89(R2)	22/10/91	71 WAIG 2979
Ins. 1A	1752/91	31/01/92	72 WAIG 191
Del. sch. of resp.& ins. sch's A & B	1524/93	23/12/93	74 WAIG 142
1A. Title	1457/93	24/12/93	74 WAIG 198
1A. Title	985/94	30/12/94	75 WAIG 23
Ins. 45	995/95	09/01/96	76 WAIG 395
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

1A. Title	757/98	12/06/98	78 WAIG 2579
Del. 1A.	609/99	06/07/99	79 WAIG 1843
Cl.	580/94 & 379/95	21/02/01	81 WAIG 809

(2A.State Wage Principles - September 1989)

Ins. cl.	1534/88	02/02/89	69 WAIG 600
Del. cl.	1940/89	08/09/89	69 WAIG 2913
Ins. cl.	2178A/89	12/02/90	70 WAIG 1114
Del. Cl. & Title	580/94 & 379/95	21/02/01	81 WAIG 809

3. Area

4. Scope

Cl.	2178A/89	12/02/90	70 WAIG 1114

5. Term

6. Definitions

(1); (13)	2178A/89	12/02/90	70 WAIG 1114
Ins.(14)	2178A/89	12/02/90	70 WAIG 1114
(14); ins. (15)	2178B/89(R2)	22/10/91	71 WAIG 2979
Cl.	580/94 & 379/95	21/02/01	81 WAIG 809

7. Contract of Service

Cl.	2178A/89	12/02/90	70 WAIG 1114
Cl.	2178B/89(R2)	22/10/91	71 WAIG 2979
Cl.	580/94 & 379/95	21/02/01	81 WAIG 809

8. Hours

Cl.	2178A/89	12/02/90	70 WAIG 1114
(3)	580/94 & 379/95	21/02/01	81 WAIG 809

9. Additional Rates for Ordinary Hours

Cl.	1269/87	17/09/87	67 WAIG 2064
Cl.	1534/88	02/02/89	69 WAIG 600
Cl.	2178A/89	12/02/90	70 WAIG 1114
Cl.	2178B/89(R2)	22/10/91	71 WAIG 2979
Cl.	1382/92	14/12/92	73 WAIG 158
Cl.	1781/96	04/02/97	77 WAIG 490
Cl.	1156/98	28/07/98	78 WAIG 3330
Cl.	739/00	29/11/00	80 WAIG 5600
Cl.	1028/01	08/01/02	82 WAIG 291
Cl	981/02	28/01/03	83 WAIG 789
Cl	700/03	11/3/05	85 WAIG 1199
Cl.	148/06	21/02/07	87 WAIG 469

10. Overtime

Corr cl 10 (2)	Consolidation	09/10/87	67 WAIG 1903

Cl.	2178A/89	12/02/90	70 WAIG 1114
(3); (6);	2178B/89(R2)	22/10/91	71 WAIG 2979

10A. Translation of Casual Employees

Ins. Cl.	580/94 & 379/95	21/02/01	81 WAIG 809
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 & 2454

(11. Casual Workers)

Cl.	2178A/89	12/02/90	70 WAIG 1114
Cl.	576/94	06/03/95	75 WAIG 951
(3)	995/95	09/01/96	76 WAIG 395
(3)	1781/96	04/02/97	77 WAIG 490
Rates	940/97	14/11/97	77 WAIG 3177
(3)	1156/98	28/07/98	78 WAIG 3330
Cl.	654/00	01/08/00	80 WAIG 3379
Title & Cl.	580/94 & 379/95	21/02/01	81 WAIG 809

11. Casual Employees

12. Part-Time Workers

(3)	1269/87	17/09/87	67 WAIG 2064
(3)	1534/88	02/02/89	69 WAIG 600
Cl.	2178A/89	12/02/90	70 WAIG 1114

Cl.	2178B/89(R2)	22/10/91	71 WAIG 2979

13. Meal Breaks

Cl.	2178A/89	12/02/90	70 WAIG 1114
Cl.	2178B/89(R2)	22/10/91	71 WAIG 2979
Ins. (3) & (4)	580/94 & 379/95	21/02/01	81 WAIG 809

14. Meal Money

New rates	1269/87	17/09/87	67 WAIG 2064
New rates	1534/88	02/02/89	69 WAIG 600
Cl.	2178A/89	12/02/90	70 WAIG 1114
Cl.	2178B/89(R2)	22/10/91	71 WAIG 2979
Cl.	1781/96	04/02/97	77 WAIG 490
Cl.	1156/98	28/07/98	78 WAIG 3330
Cl.	739/00	29/11/00	80 WAIG 5600
Cl.	1028/01	08/01/02	82 WAIG 291
Cl	981/02	28/01/03	83 WAIG 789
Cl	700/03	11/3/05	85 WAIG 1199
Cl.	148/06	21/02/07	87 WAIG 469

15. Sick Leave

(1)(b); ins.(8)	2178A/89	12/02/90	70 WAIG 1114
(3)	2178B/89(R2)	22/10/91	71 WAIG 2979

16. Bereavement Leave

Cl.	2178A/89	12/02/90	70 WAIG 1114

17. Holidays

(1) & (2); & ins. (4)	2178A/89	12/02/90	70 WAIG 1114
(1); (2)	2178B/89(R2)	22/10/91	71 WAIG 2979

18. Annual Leave

(4); (6)(b); (7); ins. (9)	2178A/89	12/02/90	70 WAIG 1114
(9); ins. (10)	2178B/89(R2)	22/10/91	71 WAIG 2979
(1)	580/94 & 379/95	21/02/01	81 WAIG 809

19. Long Service Leave

20. Payment of Wages

Cl.	2178A/89	12/02/90	70 WAIG 1114

20A. Translation of Full-Time & Part-Time Employees

Ins. Cl.	580/94 & 379/95	21/02/01	81 WAIG 809

21. Wages

Cl.	729/85	04/06/86	66 WAIG 1055
Cl.	757/86	01/11/86	66 WAIG 1682
Cl.	1269/87	17/09/87	67 WAIG 2064

(wage increase)	1406/87	05/03/88	68 WAIG 949
Cl.	1534/88	02/02/89	69 WAIG 600
Cl.	2178A/89	12/02/90	70 WAIG 1114
(1)	1349(1)/90	20/02/91	71 WAIG 1510
Cl.	2178B/89(R2)	22/10/91	71 WAIG 2979
Cl.	1382/92	14/12/92	73 WAIG 158
(1)	014/94	18/04/94	74 WAIG 1283
(1)	576/94	06/03/95	75 WAIG 951
(1)	995/95	09/01/96	76 WAIG 395
Cl.	1781/96	04/02/97	77 WAIG 490
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
Cl.	1156/98	28/07/98	78 WAIG 3330
(1)(a) – rates, (1)(c)(ii) - text.	609/99	01/08/99	79 WAIG 1843
Cl.	654/00	01/08/00	80 WAIG 3379
(2)	739/00	29/11/00	80 WAIG 5600
Cl.	580/94 & 379/95	21/02/01	81 WAIG 809
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 & 2454
Cl	570/04	4/06/04	84 WAIG 1521 & 1933
Cl.	576/05	07/07/05	85 WAIG 2089 & 2685
Cl.	957/06	07/07/06	86 WAIG 1631 & 2207
Cl.	1/07	01/07/07	87 WAIG 1487 & 2106
Cl	115/07	01/07/08	unreported

21A. Minimum Wage - Adult Males and Females

(min wage increase)	1406/87	05/03/88	68 WAIG 949
(min wage increase)	730/88	09/09/88	68 WAIG 2412
(min wage $248.80	1940/89	01/10/89	69 WAIG 2913
Cl.	2178A/89	12/02/90	70 WAIG 1114
Cl.	995/95	09/01/96	76 WAIG 395
min.wage prov	940/97	14/11/97	77 WAIG 3177
Cl.	1156/98	28/07/98	78 WAIG 3330
(1) – Min Wage Rate & text, (7) - text.	609/99	01/08/99	79 WAIG 1843
Cl.	654/00	01/08/00	80 WAIG 3379
(6)(a)	580/94 & 379/95	21/02/01	81 WAIG 809
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 & 2454
(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 2089 & 2685
Cl.	957/05	07/07/06	86 WAIG 1631 & 2207
Cl.	1/07	01/07/07	87 WAIG 1487 & 2106
Cl	115/07	01/07/08	unreported

(22. Junior Workers)

Cl.	2178A/89	12/02/90	70 WAIG 1114

Cl. & title	2178B/89(R2)	22/10/91	71 WAIG 2979

22. Junior Employees

23.Apprentices

Preamble (6)	2178A/89	12/02/90	70 WAIG 1114
Cl.	2178B/89(R2)	22/10/91	71 WAIG 2979

(24. Bar Work)

Cl.	2178A/89	12/02/90	70 WAIG 1114
Cl.	2178B/89(R2)	22/10/91	71 WAIG 2979
Cl.	1382/92	14/12/92	73 WAIG 158
Cl.	1781/96	04/02/97	77 WAIG 490
Cl.	1156/98	28/07/98	78 WAIG 3330
Cl.	739/00	29/11/00	80 WAIG 5600
Del. Cl. & Title	580/94 & 379/95	21/02/01	81 WAIG 809

24. Option for Annualised Salary

Ins. Cl.	580/94 & 379/95	21/02/01	81 WAIG 809

25. Higher Duties

Cl.	580/94 & 379/95	21/02/01	81 WAIG 809

26. Uniforms and Laundering

(2); (3); & (4)	2178A/89	12/02/90	70 WAIG 1114
(2); (3)	2178B/89(R2)	22/10/91	71 WAIG 2979
(2); (3)	1781/96	04/02/97	77 WAIG 490
(2)(3)	1156/98	28/07/98	78 WAIG 3330
(2)(3)	739/00	29/11/00	80 WAIG 5600
(2) & (3)	1028/01	08/01/02	82 WAIG 291
(2) & (3)	981/02	28/01/03	83 WAIG 789
(2) & (3)	700/03	11/3/05	85 WAIG 1199
(2) & (3)	148/06	21/02/07	87 WAIG 469

27. Protective Clothing

(5)	2178A/89	12/02/90	70 WAIG 1114
(1)	2178B/89(R2)	22/10/91	71 WAIG 2979
(1)	1781/96	04/02/97	77 WAIG 490
(1)	1156/98	28/07/98	78 WAIG 3330
(1)	739/00	29/11/00	80 WAIG 5600
(1)	1028/01	08/01/02	82 WAIG 291
(1)	981/02	28/01/03	83 WAIG 789
(1)	700/03	11/3/05	85 WAIG 1199
(1)	148/06	21/02/07	87 WAIG 469

(28. Workers' Equipment)

New rates	1269/87	17/09/87	67 WAIG 2064
Cl.	2178A/89	12/02/90	70 WAIG 1114

Cl.	2178B/89(R2)	22/10/91	71 WAIG 2979

28. Employee Equipment

Cl.	1781/96	04/02/97	77 WAIG 490
Cl.	1156/98	28/07/98	78 WAIG 3330
Cl.	739/00	29/11/00	80 WAIG 5600
Cl.	1028/01	08/01/02	82 WAIG 291
Cl	981/02	28/01/03	83 WAIG 789
Cl	700/03	11/3/05	85 WAIG 1199
Cl.	148/06	21/02/07	87 WAIG 469

(29. Limitation of Work)

Delete cl.	2178B/89(R2)	22/10/91	71 WAIG 2979

(29. Deleted)

Cl.	580/94 & 379/95	21/02/01	81 WAIG 809

29. No Reduction

Ins. Cl.	580/94 & 379/95	21/02/01	81 WAIG 809

30. Board and/or Lodging

Cl.	842/86	12/12/86	67 WAIG 163
Cl.	2178A/89	12/02/90	70 WAIG 1114
Cl.	813/05	22/12/05	86 WAIG 65

31. Travelling Facilities

	(3)	2178A/89	12/02/90	70 WAIG 1114

(32. Roster)

	Del. Cl & title	2178A/89	12/02/90	70 WAIG 1114

32. Record

	Ins. Cl.	2178A/89	12/02/90	70 WAIG 1114
	(3)(C) Ins text.	491/98	16/04/98	78 WAIG 1471

(33. Record)

	Del. Cl. & title	2178A/89	12/02/90	70 WAIG 1114

33. Roster

	Ins. Cl.	2178A/89	12/02/90	70 WAIG 1114
	Cl.	2178B/89(R2)	22/10/91	71 WAIG 2979
	Cl.	580/94 & 379/95	21/02/01	81 WAIG 809

34. Change and Rest Rooms

	Cl.	2178A/89	12/02/90	70 WAIG 1114

35. First Aid Kit

36 Posting of Award and Union Notices

(37. Union Membership)

Del. Cl.	2178A/89	12/02/90	70 WAIG 1114

37. (Deleted)

Ins. Title	2178A/89	12/02/90	70 WAIG 1114

37. Superannuation

Ins.cl.	2178B/89(R2)	01/01/92	71 WAIG 2979
Ins. Text	599/98	30/06/98	78 WAIG 2559

(38. Board of Reference)

Del. Cl.	2178A/89	12/02/90	70 WAIG 1114

(38. (Deleted))

Ins. Title	1349(1)/90	20/03/91	71 WAIG 1510

(38. Australian Traineeship System)

Ins. Cl.	1349(1)/90	20/03/91	71 WAIG 1510
Cl.	580/94 & 379/95	21/02/01	81 WAIG 809

38. Over Award Payments

Ins. Cl.	580/94 & 379/95	21/02/01	81 WAIG 809

39. Under-Rate Workers

40. Breakdowns

(2); (3)	2178A/89	12/02/90	70 WAIG 1114

41. Prohibition of Contracting out of Award

42. Location Allowance

Cl.	397/85	01/01/85	65 WAIG 1349
Cl.	409/86	01/07/86	66 WAIG 1149
Cl.	603/87	01/07/87	67 WAIG 1094
Cl.	1353/87	01/01/88	68 WAIG 996
Cl.	517/88	01/07/88	68 WAIG 1686
(1), (13)	834/89	01/07/89	69 WAIG 3217
Cl.	2178A/89	12/02/90	70 WAIG 1114
Cl.	778/90	01/07/90	70 WAIG 2995
Cl.	1049/91	01/07/91	71 WAIG 2753
Cl.	851/92	01/07/92	72 WAIG 2498
Cl.	943/93	01/07/93	73 WAIG 1989
Cl.	714/94	01/07/94	74 WAIG 1869
Cl	641/95	01/07/95	75 WAIG 2125
Cl.	911/96	01/07/96	76 WAIG 3365
Cl.	1400/97	01/07/97	77 WAIG 2547
Cl.	975/98	1/07/98	78 WAIG 2999
Cl.	690/99	01/07/99	79 WAIG 1843
Cl.	1050/00	01/08/00	80 WAIG 3153

Cl	718/01	01/08/01	81 WAIG 1559
Cl.	686/02	01/07/02	82 WAIG 1185
Cl.	570/03	01/07/03	83 WAIG 1657
Cl	696/04	1/07/04	84 WAIG 2145
Cl.	458/05	07/07/05	85 WAIG 1893
Cl.	59/06	01/07/06	86 WAIG 1471
Cl.	53/07	01/07/07	87 WAIG 2435

(43. Maternity Leave)

Del. Cl. & Title	580/94 & 379/95	21/02/01	81 WAIG 809

43. Paternal Leave

Ins. Cl.	580/94 & 379/95	21/02/01	81 WAIG 809

(44. Junior Employees - Special Orders)

Ins. cl.	69/85	04/07/85	65 WAIG 1331
Deleted	1333/87	16/12/87	68 WAIG 385

(45. Trainees)

Ins. cl.	729/85	21/03/86	66 WAIG 1055
Ins. cl.	2178A/89	12/02/90	70 WAIG 1114

(44. Trainees)

Del. Cl. & Title	580/94 & 379/95	21/02/01	81 WAIG 809

44. National Training Wage

Ins. Cl.	580/94 & 379/95	21/02/01	81 WAIG 809

(46. America's Cup Defence and Special Events)

Ins. cl.	842/86	12/12/86	67 WAIG 163
Del. cl.	2178A/89	12/02/90	70 WAIG 1114

45. Enterprise Flexibility

Ins. cl.	995/95	09/01/96	76 WAIG 395

46. Changes with Significant Effect and Redundancy

Ins. Cl.	580/94 & 379/95	21/02/01	81 WAIG 809

47. Right of Entry

Ins. Cl.	580/94 & 379/95	21/02/01	81 WAIG 809

48. Redundancy

Ins. Cl.	580/94 & 379/95	21/02/01	81 WAIG 809

49. Anti-Discrimination

Ins. Cl.	580/94 & 379/95	21/02/01	81 WAIG 809

50. No Extra Claims

Ins. Cl.	580/94 & 379/95	21/02/01	81 WAIG 809

51. Further Claims

Ins. Cl.	580/94 & 379/95	21/02/01	81 WAIG 809

52. Union Delegates and Meetings

Ins. Cl.	580/94 & 379/95	21/02/01	81 WAIG 809

Appendix - Resolution of Disputes Requirements

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

Schedule A - Named Union Party

Ins. Schedule	1524/93	23/12/93	74 WAIG 142
Text	580/94 & 379/95	21/02/01	81 WAIG 809

(Schedule)

New resp	2178A/89	12/02/90	70 WAIG 1114
Resp. title amd.	1349(1)/90	20/03/91	71 WAIG 1510
Del. resp.	1144/92	02/04/93	73 WAIG 1038
Rename schedule	1524/93	23/12/93	74 WAIG 142

Schedule B - Respondents

Respondent deleted	No. 76/80 Pts 29, 55, 92, 151, 162, 164, 174, 175, 177, 178, 179 & 181	18/04/97	77 WAIG 1260

Respondents deleted	76/80, Part 123	09/02/98	78 WAIG 1388
Respondents deleted	76/80, Part 57	29/06/98	78 WAIG 2922
Sch.	580/94 & 379/95	21/02/01	81 WAIG 809

Schedule C – Letter to Employees

Ins. Sch.	580/94 & 379/95	21/02/01	81 WAIG 809

Appendix - S.49B - Inspection of Records Requirements

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