

Restaurant, Tearoom and Catering Workers' Award

1. - TITLE

This Award shall be known as the Restaurant, Tearoom and Catering Workers' Award.

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 of this award, in Restaurants and/or Tearooms and/or Catering Establishments and/or by Catering Contractors, as defined in Clause 6 of this Award.

6. - DEFINITIONS

- (1) **Restaurant and/or Tearoom** means any meal room, dining room, grill room, coffee shop, tea shop, oyster shop, fish cafe, cafeteria or hamburger shop and includes any place, building, or part thereof, stand, stall, tent, vehicle or boat in or from which food is sold or served for consumption on the premises and also includes any establishment or place where food is prepared and/or cooked to be sold or served for consumption elsewhere.
- (2)
 - (a) **Catering establishment** means any building or place where meals and/or light refreshments and/or drinks are served and provided for weddings, parties, dances, social functions, theatres, festivals, fairs, exhibition buildings, cultural centres, convention centres, entertainment centres, racecourses, showgrounds, sporting grounds, and the like.
 - (b) **Catering Contractor** means any person, firm, company or corporation carrying on business as a Catering Contractor in the provision of catering and ancillary services for any social, commercial, industrial or other purpose or function.
- (3) **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.
- (4) **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;
 - (d) receipt of monies;
 - (e) attending a snack bar;
 - (f) engaged on delivery duties.
- (5) **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.
- (6) **Food and Beverage Attendant (Tradesperson) Grade 4** means an employee who has completed the appropriate level of training or who has passed the appropriate trade test and as such carries out specialised skilled duties in a fine dining room or restaurant.
- (7) **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.
- (8) **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

- (9) **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.
- (10) **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.
- (11) **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.
- (12) **Cook Grade 1** means an employee who carries out cooking of breakfasts and snacks, baking, pastry cooking or butchering.
- (13) **Cook Grade 2** means an employee who has the appropriate level of training and who performs cooking duties including baking, pastry cooking or butchering.
- (14) **Cook (Tradesperson) Grade 3** means a “commi chef” or equivalent who has completed an apprenticeship or who has passed the appropriate trade test, and who is engaged in cooking, baking, pastry cooking or butchering duties.
- (15) **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.
- (16) **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
- (17) **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) performs general cleaning duties; or
 - (c) parking guest cars.
- (18) **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) assisting in the dry cleaning process;
 - (b) cleaning duties using specialised equipment and chemicals; or
- (19) **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) major repair of linen and/or clothing including basic tailoring and major alterations and refitting;
or
 - (c) dry cleaning.
- (20) **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 or tailoring.
- (21) **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.
- (22) **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.
- (23) **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.
- (24) **Late Night Trading** means that period of trading as allowed by the Retail Trading Hours Act 1988 between the hours of 6.00pm and 9.00pm.
- (25) **Non-working Day** means any day upon which an 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.
- (26) **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 24 hours commencing from the completion of an ordinary hours work period.
- (27) **Reasonable Evidence** means evidence that would satisfy a reasonable person.

7. - CONTRACT OF SERVICE

- (1) Subject to sub-clauses (7) and (8), 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 (1)(c), 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 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 76 per fortnight.
 - (b) The ordinary hours of work shall be exclusive of meal breaks and be so rostered that an employee 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 12 hours. Provided that no employee 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 employee shall be paid the appropriate additional rates provided in 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 employee according to the needs of the business, but the employer shall, in the following circumstances, seek the agreement of each employee:
 - (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 an employee'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 \$1.66 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 \$1.75 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 \$2.70 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) A worker 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 a worker, 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 worker when the agreement is made.
 - (c) Where such time off in lieu is not taken in accordance with paragraph (b) it shall, be agreement between the employer and the worker, 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 worker's wages are paid at the end of the next pay period.
 - (d) Upon termination of a worker's service with an employer, the worker shall be paid for all accrued time off which remains owing to the worker at the date of termination.
- (7) Requirement to work reasonable overtime:
- (a) Subject to subclause (5)(b) of this clause an employer may require an employee to work reasonable overtime at overtime rates specified or time off arrangements provided in this clause.
 - (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it.

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 Rates for the relevant classification for any work performed.
- (4) In addition to the hourly base rate of pay prescribed in subclause (3) of this clause, a casual employee shall also be paid the following loading –

DAY	% PENALTY RATE
Monday to Friday	25
Saturday & Sunday	50
Public Holiday	125

- (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.
- (6) A casual employee is to be informed, before they are engaged, that they are employed on a casual basis and that there is no entitlement to paid sick leave or annual leave.

12. - PART-TIME EMPLOYEES

- (1) A part-time worker shall mean a worker 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 worker 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 worker may, by agreement, increase the ordinary hours to be worked in any particular pay period to a maximum of seventy-six ordinary hours. Such extra hours shall be paid for at ordinary rates of pay.

13. - MEAL BREAKS

- (1)
 - (a) 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.
 - (b) 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 \$11.30 meal money.

15. - SICK LEAVE

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

- (b) Entitlement to payment shall accrue at the rate of one twenty sixth of a week for each completed week 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 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 2 hours of the commencement of the absence.
- (4) An employee claiming entitlement under this clause is to provide the employer reasonable evidence of the entitlement.
- (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 the Western Australian Industrial Gazette as varied from time to time, 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 and Injury Management Act 1981 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.
- (9) An employee is entitled to use, each year, up to five (5) days of the employees entitlement to sick leave, to be the primary care giver of a member of the employee's family or household who is ill or injured and in need of the immediate care and attention. If requested, the employee must provide reasonable evidence of the entitlement to such leave.
- (10) A member of the employee's family mentioned within subclause (9) of this clause means any of the following:
- (a) the employee's spouse or de facto partner;
 - (b) a child of whom the employee has parental responsibility as defined by the Family Court Act 1997;
 - (c) an adult child of the employee;
 - (d) a parent, sibling or grandparent of the employee.
- (11) An employee may take unpaid carer's leave by agreement with the employer.

16. - BEREAVEMENT LEAVE

- (1) (a) Subject to subclause (2) of this clause, on the death of -
- (i) the spouse or de facto partner of an employee;
 - (ii) the child or step-child of an employee;
 - (iii) the brother or sister of an employee;
 - (iv) the parent, step-parent, parent-in-law or grandparent of an employee; or
 - (v) any other person who, immediately before that person's death, lived with the employee as a member of the employee's family,
- an employee is entitled to paid bereavement leave of up to 2 days.
- (b) The 2 days need not be consecutive.
- (c) Bereavement leave is not to be taken during a period of any other kind of leave.

(2) Proof in support of claim for leave

An employee who claims to be entitled to paid leave in accordance with subclause (1) hereof is to provide to the employer, if so requested by the employer, reasonable evidence as to -

- (a) the death that is the subject of the leave sought; and
- (b) the relationship of the employee to the deceased person.

17. - PUBLIC HOLIDAYS

- (1) (a) Subject to any other provisions 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 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 a worker 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 worker at the rate of ordinary time for each hour worked and allowing the worker 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 worker.
 - (d) Where such time off in lieu is not taken in accordance with paragraph (c) it shall, by agreement between the employer and the worker, 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 worker's wages are paid at the end of the next pay period.
 - (e) Upon termination of a worker's service with an employer, the worker shall be paid for all accrued time off which remains owing to the worker 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 purpose 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, for each year of continuous service, to a period of four (4) weeks annual leave with payment at the employee's ordinary rate of wage. Entitlements to annual leave will accrue at the rate of one-thirteenth of a week for each completed week of service.
 - (b) Where pursuant to paragraph (3) of subclause (2) of the Long Service Leave provisions published in the Western Australian Industrial Gazette as varied from time to time, the period of continuous service which an employee has had with the transmitter (including any such service with any prior transmitter) is deemed to be service of the employee with the transmittor then that period of continuous service shall be deemed to be service with the transmittor for the purposes of this sub-clause.
- (2) During a period of annual leave a worker shall receive a loading of 17 1/2 per cent 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 1/2 per cent, then such additional rates shall be added to his ordinary rate of wage in lieu of the 17 1/2 per cent loading. Provided further, that if the additional rates would have entitled him to a lesser amount than the loading of 17 1/2 per cent, then such loading of 17 1/2 per cent 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) Employees continue to accrue annual leave while on paid leave including but not limited to:
 - (a) annual leave
 - (b) long service leave
 - (c) observing a public holiday prescribed by this award
 - (d) sick leave
 - (e) bereavement leave.
- (5) (a) For the purposes of this clause service shall be deemed to be 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 fourteen 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 may be 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 in the employers 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 month's 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) An employee whose employment terminates and who has not taken the leave prescribed under this clause shall be given payment in lieu of that leave at the rate of one thirteenth of a week's pay (2.923 hours pay) at their ordinary rate of wage for each completed week of service, or for part-timers the entitlement accrues pro rata to this rate.
- (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) An employer and employee may agree, in writing, that 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 that 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 workers.

19. - LONG SERVICE LEAVE

The Long Service Leave General Order provisions as varied from time to time published in the Western Australian Industrial Gazette, 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 employee. 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 workers 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 affecting 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 terminates 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.

21. - WAGES

- (1) The following shall be the minimum fortnightly rates of wage payable to full-time employees covered by this award –

Level	Classification	\$ per Fortnight
	Introductory	1639.80
Level 1	Food & Beverage Attendant Grade 1	
	Kitchen Attendant Grade 1	
	Guest Services Grade 1	1677.60
	Gardener	
	General Hand	
	Yardman	
Level 2	Food & Beverage Attendant Grade 2	
	Cook Grade 1	
	Kitchen Attendant Grade 2	
	Night Porter	1734.30
	Storeperson Grade 1	
	Doorperson/Security Officer Grade 1	
Level 3	Guest Services Grade 2	
	Food & Beverage Attendant Grade 3	
	Cook Grade 2	
	Kitchen Attendant Grade 3	
	Guest Services Grade 3	1775.80

	Storeperson Grade 2	
	Timekeeper/Security Officer Grade 2	
	Forklift Driver	
	Handyperson	
Level 4	Cook Grade 3	
	Storeperson Grade 3	1857.40
	Food & Beverage Attendant Grade 4 (Tradesperson)	
	Guest Service Grade 4	
Level 5	Cook Grade 4	
	Food & Beverage Supervisor	1958.50
	Guest Services Supervisor	
Level 6	Cook Grade 5	2004.40

(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 ADULT AWARD WAGE

(1) No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.

(2) The minimum adult award wage for full-time employees aged 21 or more working under an award that provides for a 38 hour week is \$819.90 per week.

The minimum adult award wage for full-time employees aged 21 or more working under awards that provide for other than a 38 hour week is calculated as follows: divide \$819.90 by 38 and multiply by the number of ordinary hours prescribed for a full-time employee under the award.

The minimum adult award wage is payable on and from the commencement of the first pay period on or after 1 July 2022.

(3) The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case decisions.

(4) Unless otherwise provided in this clause adults aged 21 or more employed as casuals, part-time employees or piece workers or employees who are remunerated wholly on the basis of payment by result, shall not be paid less than pro rata the minimum adult award wage according to the hours worked.

(5) Employees under the age of 21 shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award (if applicable) to the minimum adult award wage,

provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.

- (6) The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or government approved work placement programs or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.
- (7) Liberty to apply is reserved in relation to any special category of employees not included here or otherwise in relation to the application of the minimum adult award wage.
- (8) Subject to this clause the minimum adult award wage shall –
 - (a) Apply to all work in ordinary hours.
 - (b) Apply to the calculation of overtime and all other penalty rates, superannuation, payments during any period of paid leave and for all purposes of this award.
- (9) Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2022 State Wage order decision. Any increase arising from the insertion of the minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset the minimum wage.

- (10) Adult Apprentices
 - (a) Notwithstanding the provisions of this clause, the minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for a 38 hour week is \$696.50 per week.
 - (b) The minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for other than a 38 hour week is calculated as follows: divide \$696.50 by 38 and multiply by the number of ordinary hours prescribed for a full-time apprentice under the award.
 - (c) The minimum adult apprentice wage is payable on and from the commencement of the first pay period on or after 1 July 2022.
 - (d) Adult apprentices aged 21 years or more employed on a part-time basis shall not be paid less than pro rata the minimum adult apprentice wage according to the hours worked.
 - (e) The rates paid in the paragraphs above to an apprentice 21 years of age or more are payable on superannuation and during any period of paid leave prescribed by this award.
 - (f) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.

- (1) Subject to the provisions of the Liquor Control Act, 1988, workers under the age of twenty-one years may be employed as junior workers in any of the occupations covered by this award, other than an apprenticeship trade.
- (2) The minimum fortnightly rates of wages for work in ordinary time to be paid to junior workers shall be as follows -

	Percentage of the Lowest adult male or female total rate
Under 16 years of age	50
Between 16 and 17 years of age	60
Between 17 and 18 years of age	70
Between 18 and 19 years of age	80
Between 19 and 20 years of age	90
At 20 years of age and over	Full Adult Rates

Provided that any junior worker employed in classifications (5) and (6) in Clause 21. - Wages of this award, shall be paid full adult rates.

- (3) No junior worker aged 18 or 19 years, who is currently employed by an employer party to this award shall, whilst that employment continues, suffer any diminution in his current rate of pay as a result of the introduction of the provisions of subclause (2) of this clause.

23. - APPRENTICES

- (1) Apprentices may be taken to the trade of cooking in the ratio of one apprentice for every two or fraction of two (the fraction being not less than one) tradesperson employed and shall not be taken in excess of that ratio unless -

- (a) the Union so agrees; or
- (b) the Commission so determines.

- (2) Wages (per fortnight) expressed as a percentage of the "Tradesperson'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 "Tradesperson'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 worker 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 the time so employed, provided that where a worker is engaged for more than half of one day or shift on duties carrying a higher rate he shall be paid the higher rate for such day or shift.
- (2) Any worker 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) 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 or 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 \$7.20 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 \$11.00 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.

- (4) Any dispute in respect to the application of this clause may be dealt with in accordance with Clause 48. - Resolution of Disputes of this award.

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 \$3.90 per fortnight worked. The allowance provided herein shall be halved for employees who work less than thirty-eight ordinary hours each fortnight.
- (2) Where the conditions of work are such that workers are unable to avoid their clothing becoming dirty or wet, 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 foot-wear.
- (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 may be dealt with in accordance with Clause 48 - Resolution of Disputes of this award.

28. – EMPLOYEES' EQUIPMENT

All knives, choppers, tools, brushes, towels and other utensils, implements and material which may be required to be-used by the employee for the purpose of carrying out his/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 \$14.40 per fortnight worked. The allowance provided herein shall be halved for employees who work less than thirty-eight ordinary hours each fortnight.

29. – NO REDUCTIONS

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
 - (ii) Shared accommodation \$135.45
 - (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 the amount of \$3.85 per fortnight.
- (4) Any dispute in respect to the application of this clause may be dealt with in accordance with Clause 48. – Resolution of Disputes of this award.

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 wages. Provided that such amount deducted shall not exceed fifty per cent of the worker's 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 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. - EMPLOYMENT RECORD

- (1) Each employer bound by this award shall maintain a record at each establishment in compliance with the requirements of the Industrial Relations Act 1979 or any other legislation that makes provision for employment records.

Such record shall also contain 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.
- (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) In this clause “relevant person” means –
 - (i) the employee concerned;
 - (ii) if the employee is a represented person, his or her representative;
 - (iii) a person authorized in writing by the employee; and
 - (iv) an officer referred to in section 93 of the Industrial Relations Act 1979 authorised in writing by the Registrar.
 - (d) Before exercising a power of inspection the relevant person shall give reasonable notice of not less than 24 hours to the employer.
 - (e) Subject to this clause the record shall be available for inspection by a relevant person on the employer's premises from Monday to Friday, both inclusive, between the hours of 9.00 am to 5.00 pm (excepting the period between 12.00 noon and 2.00 pm). In the case of any establishment which is only open for business after 5.00 pm or on a Saturday or Sunday, the record shall be open for inspection during all business hours of that establishment.
 - (f) The relevant person shall be permitted reasonable time to inspect the record and, if the relevant person 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 relevant person when the request is made, the relevant person and the employer or the employer’s agent may fix a mutually convenient time for the inspection to take place.
 - (b) If a mutually convenient time cannot be fixed, the relevant person may advise the employer in writing that he or she requires to inspect the record in accordance with the provisions of this award and shall specify the period contained in the record which he or she requires to inspect.
 - (c) Within 10 days of receipt of such advice:
 - (i) Employers who normally keep the record at a place more than 40 kilometres from the GPO, Perth shall send a copy of that part of the record specified to the office of the relevant person; and
 - (ii) Employers who normally keep the record at a place less than 40 kilometres from the GPO, Perth shall make the record available to the relevant person at the time specified

by the relevant person. If the record is not then made available to the relevant person the employer shall within three days send a copy of that part of the record specified to the office of the relevant person.

- (d) In the event of a demand made by the relevant person which the employer considers unreasonable the employer may apply to the Western Australian Industrial Relations Commission for direction. An application to the Western Australian Industrial Relations 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 at such times and to such "relevant persons" as the Employment Record is 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.

Any dispute in respect to the application of this clause may be dealt with in accordance with Clause 48.-Resolution of Disputes of this award.

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 the employer on his business premises in such a place where it may be conveniently and readily seen by each worker.
- (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.

37. - SUPERANNUATION

- (1) The employer shall contribute on behalf of the employee in accordance with the requirements of the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992 and the Superannuation (Resolution of Complaints) Act 1993 as varied from time to time.
- (2) Contributions shall be paid into one of the following funds:
 - (a) Any complying fund nominated by the employee; or
 - (b) Hostplus Super Fund, which shall become the “nominated fund” if no fund is nominated by the employee.
- (3) Contributions shall be paid into the nominated fund on a quarterly basis, within thirty (30) days of the end of each quarter.
- (4) For the purposes of this clause the employee’s ordinary time earnings shall include base classification rate, shift and weekend penalties and any other all purpose allowance or penalty payment for work in ordinary time and in respect of casual employees the casual loading.
- (5) Employee’s Options
 - (a) Within 14 days of commencing employment, the employer shall notify the employee of the employee’s entitlement to nominate a complying fund.
 - (b) Any failure by the employee to nominate a fund shall not affect the employee’s eligibility to receive contributions.
 - (c) 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.
 - (d) The employer shall not unreasonably refuse to agree to a change of complying fund requested by an employee.
 - (e) Employees' Additional Voluntary Contributions

The employer shall deduct additional contributions from an employee's wages and pay them to the fund in compliance with both of the following:

 - (i) the rules of the fund; and
 - (ii) the directions of the employee;

but not otherwise.

38. - SUPPORTED WAGE SYSTEM FOR EMPLOYEES WITH DISABILITIES

- (1) Workers eligible for a supported wage

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

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

- (b) Accredited assessor means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
- (c) Disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.
- (d) Assessment instrument means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

(2) Eligibility criteria

- (a) Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.
- (b) The clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this Award relating to the rehabilitation of employees who are injured in the course of their current employment.
- (c) The Award does not apply to employers in respect of their facility, programme, undertaking service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s.10 or s.12A of the *Disability Services Act 1986*, or if a part only has received recognition, that part.

(3) Supported wage rates

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

Assessed capacity	% of prescribed award rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

- (b) Provided that the minimum amount payable shall be not less than as provided by the National Supported Wage System.
- (c) Where a person's assessed capacity is 10 per cent, they shall receive a high degree of assistance and support.

(4) Assessment of capacity

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

- (a) the employer and a union party to the award, in consultation with the employee or, if desired by any of these;
 - (b) the employer and an Accredited Assessor from a panel agreed by the parties to the award and the employee.
- (5) Lodgement of assessment instrument
- (a) All assessment instruments under the conditions of this clause, including the appropriate percentage of the Award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Industrial Relations Commission.
 - (b) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the award, is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within 10 working days.
- (6) Review of assessment
- The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.
- (7) Other terms and conditions of employment
- Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this award paid on a pro rata basis.
- (8) Workplace adjustment
- An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the areas.
- (9) Trial period
- (a) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except in some cases additional work adjustment time (not exceeding four weeks) may be needed.
 - (b) During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
 - (c) The minimum amount payable to the employee during the trial period shall be no less than as provided by the National Supported Wage System.
 - (d) Work trials should include induction or training as appropriate to the job being trialled.
 - (e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause (4) of this clause.

39. - 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.

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. - LOCATION ALLOWANCE

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

<u>TOWN</u>	<u>PER WEEK</u>
Agnew	\$23.60
Argyle	\$63.50
Balladonia	\$24.60
Barrow Island	\$41.30
Boulder	\$10.10
Broome	\$38.10
Bullfinch	\$11.00
Carnarvon	\$19.50
Cockatoo Island	\$41.70
Coolgardie	\$10.10
Cue	\$24.30
Dampier	\$33.20
Denham	\$19.50
Derby	\$39.50
Esperance	\$6.80
Eucla	\$26.50
Exmouth	\$34.90
Fitzroy Crossing	\$48.10
Halls Creek	\$55.70
Kalbarri	\$8.50
Kalgoorlie	\$10.10
Kambalda	\$10.10
Karratha	\$39.90
Koolan Island	\$41.70
Koolyanobbing	\$11.00
Kununurra	\$63.50
Laverton	\$24.20
Learmonth	\$34.90
Leinster	\$23.60
Leonora	\$24.20
Madura	\$25.60
Marble Bar	\$61.70
Meekatharra	\$21.00
Mount Magnet	\$26.30
Mundrabilla	\$26.10

Newman	\$22.70
Norseman	\$21.00
Nullagine	\$61.60
Onslow	\$41.30
Pannawonica	\$30.90
Paraburdoo	\$30.70
Port Hedland	\$33.00
Ravensthorpe	\$12.40
Roebourne	\$46.00
Sandstone	\$23.60
Shark Bay	\$19.50
Southern Cross	\$11.00
Telfer	\$56.60
Teutonic Bore	\$23.60
Tom Price	\$30.70
Whim Creek	\$39.50
Wickham	\$38.10
Wiluna	\$23.80
Wyndham	\$59.40

- (2) Except as provided in subclause (3) of this clause, an employee who has:
- (a) a dependant shall be paid double the allowance prescribed in subclause (1) of this clause;
 - (b) a partial dependant shall be paid the allowance prescribed in subclause (1) of this clause plus the difference between that rate and the amount such partial dependant is receiving by way of a district or location allowance.
- (3) Where an employee:
- (a) is provided with board and lodging by their employer, free of charge; or
 - (b) is provided with an allowance in lieu of board and lodging by virtue of the award or an order or agreement made pursuant to the Act;
- such employee shall be paid $66 \frac{2}{3}$ per cent of the allowances prescribed in subclause (1) of this clause.
- (4) Subject to subclause (2) of this clause, junior employees, casual employees, part time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.
- (5) Where an employee is on annual leave or receives payment in lieu of annual leave they shall be paid for the period of such leave the location allowance to which they would ordinarily be entitled.
- (6) Where an employee is on long service leave or other approved leave with pay (other than annual leave) they shall only be paid location allowance for the period of such leave they remain in the location in which they are employed.
- (7) For the purposes of this clause:
- (a) "Dependant" shall mean -
 - (i) a spouse or defacto partner; or
 - (ii) a child where there is no spouse or defacto partner;

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

- (b) "Partial Dependant" shall mean a "dependant" as prescribed in paragraph (a) of this subclause who receives a location allowance which is less than the location allowance prescribed in subclause (1) of this clause or who, if in receipt of a salary or wage package, receives less than a full consideration for which the location allowance is payable pursuant to the provisions of this clause.
- (8) Where an employee is employed in a town or location not specified in this clause the allowance payable for the purpose of subclause (1) of this clause shall be such amount as may be agreed between Australian Mines and Metals Association, the Chamber of Commerce and Industry of Western Australia and UnionsWA or, failing such agreement, as may be determined by the Commission.
- (9) Subject to the making of a General Order pursuant to s.50 of the Act, that part of each location allowance representing prices shall be varied from the beginning of the first pay period commencing on or after the 1st day in July of each year in accordance with the annual percentage change in the Consumer Price Index (excluding housing) for Perth, measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.

42. - PARENTAL LEAVE

- (1) Subject to the terms of this clause employees are entitled to parental leave.
- (2) For the purposes of this clause "continuous service" is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

- (3) Definitions

In this clause -

"adoption", in relation to a child, is a reference to a child who -

- (a) is not the child or the step-child of the employee or the employee's partner;
- (b) is less than 5 years of age; and
- (c) has not lived continuously with the employee for 6 months or longer;

"continuous service" means service under an unbroken contract of employment and includes -

- (a) any period of parental leave; and
- (b) any period of leave or absence authorised by the employer;

"expected date of birth" means the day certified by a medical practitioner to be the day on which the medical practitioner expects the employee or the employee's partner, as the case may be, to give birth to a child;

"parental leave" means leave provided for by subclause (4)(a);

"partner" means a spouse or *de facto* partner.

- (4) Entitlement to Parental Leave

- (a) Subject to subclauses (6), (7)(a) and (8)(a), an employee, other than a casual employee, is entitled to take up to 52 consecutive weeks of unpaid leave in respect of -

- (i) the birth of a child to the employee or the employee's partner; or
 - (ii) the placement of a child with the employee with a view to the adoption of the child by the employee.
 - (b) An employee is not entitled to take parental leave unless the employee -
 - (i) has, before the expected date of birth or placement, completed at least 12 months' continuous service with the employer; and
 - (ii) has given the employer at least 10 weeks written notice of the employee's intention to take the leave.
 - (c) An employee is not entitled to take parental leave at the same time as the employee's partner but this paragraph does not apply to one week's parental leave -
 - (i) taken by the employee and the employee's partner immediately after the birth of the child; or
 - (ii) taken by the employee and the employee's partner immediately after a child has been placed with them with a view to their adoption of the child.
 - (d) The entitlement to parental leave is reduced by any period of parental leave taken by the employee's partner in relation to the same child, except the period of one week's leave referred to in paragraph (c) of this subclause.
- (5) Maternity leave to start 6 weeks before birth
- A female employee who is pregnant and who has given notice of her intention to take parental leave is to start the leave 6 weeks before the expected date of birth, unless in respect of any period closer to the expected date of birth a medical practitioner has certified that the employee is fit to work.
- (6) Medical certificate
- An employee who has given notice of the employee's intention to take parental leave, other than for adoption, is to provide to the employer a certificate from a medical practitioner stating that the employee or the employee's partner, as the case may be, is pregnant and the expected date of birth.
- (7) Notice of partner's parental leave
- (a) An employee who has given notice of the employee's 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 partner in relation to the same child.
 - (b) Any notice given under paragraph (a) is to be supported by a statutory declaration by the employee as to the truth of the particulars notified.
- (8) Notice of parental leave details
- (a) An employee who has given notice of the employee's intention to take parental leave is to notify the employer of the dates on which the employee wishes to start and finish the leave no less than four weeks before the proposed commencement date.
 - (b) An employee who is taking parental leave is to notify the employer of any change to the date on which the employee wishes to finish the leave.
 - (c) The starting and finishing dates of a period of parental leave are to be agreed between the employee and employer.
- (9) Return to work after parental leave

- (a) An employee shall confirm the employee's intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of parental leave.
- (b) On finishing parental leave, an employee is entitled to the position the employee held immediately before starting parental leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (12) of this clause, to the position the employee held immediately before such transfer.
- (c) If the position referred to in paragraph (b) of this subclause is not available, the employee is entitled to an available position –
 - (i) for which the employee is qualified; and
 - (ii) that the employee is capable of performing, most comparable in status and pay to that of the employee's former position.
- (d) Where, immediately before starting parental leave, an employee was acting in, or performing on a temporary basis the duties of the position referred to in paragraph (b) of this subclause, that paragraph applies only in respect of the position held by the employee immediately before taking the acting or temporary position.
- (e) Notwithstanding paragraphs (b) and (c) of this subclause, an employer and an employee may agree to an alternative return to work arrangement such as part-time employment, having regard to:
 - (i) applicable discrimination legislation;
 - (ii) the requirements of the employee;
 - (iii) the operational needs of the employer; and
 - (iv) any other relevant matter.

(10) Effect of parental leave on employment

Absence on parental leave -

- (a) does not break the continuity of service of an employee; and
- (b) is not to be taken into account when calculating the period of service for the purpose of this award.

(11) Sick Leave

Where an employee not then on maternity leave suffers an 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.

(12) Transfer to a Safe-Job

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

If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to take leave for such period as is certified necessary by a duly qualified medical practitioner. Such leave shall be treated as maternity leave for the purposes of this clause.

(13) 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.

(14) Cancellation of Parental Leave

- (a) Parental leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee or the employee's partner, as the case may be, terminates other than by the birth of a living child.
- (b) Where the pregnancy of an employee or an employee's partner, as the case may be, then on parental leave terminates other than by the birth of a living child, it shall be right of the employee to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that the employee desires to resume work.

(15) Special Maternity Leave

- (a) Where the pregnancy of a female employee not then on parental 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) For the purposes of subclauses (10), (16) and (17) hereof, maternity leave shall include special maternity leave.
- (c) An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (12), to the position 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 salary or wage to that of the employee's former position.

(16) Parental Leave and Other Leave Entitlements

Provided the aggregate of leave including leave taken pursuant to subclauses (12) and (15) hereof does not exceed 52 weeks:

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

- (b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during absence on parental leave.
- (17) Termination of Employment
- (a) An employee on parental leave may terminate their 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 the employee's absence on maternity leave or, in the case of a female employee, her pregnancy, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.
- (18) 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 subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.
- (e) A replacement employee shall not be entitled to any of the rights conferred by this clause except where the employee's employment continues beyond the 12 months qualifying period.

43. - 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

Except that where pay rates in the National Training Wage Award apply, a trainee shall not be paid less than the rates in paragraph 6(c) of the State Wage Order that apply to a trainee to whom an award does not apply.

44. - 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.

45. - RIGHT OF ENTRY

An authorised representative of the union shall be entitled to exercise right of entry in accordance with the provisions of the Industrial Relations Act 1979 or any other legislation that makes provision for right of entry.

46. - TERMINATION, INTRODUCTION OF CHANGE AND REDUNDANCY

- (1) Statement of Employment

An employer shall, in the event of termination of employment, provide upon request to the employee who has been terminated a written statement specifying the period of employment and the classification or type of work and duties performed by the employee.

(2) Job Search entitlement

- (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. The time off shall be taken at times that are convenient to the employee after consultation with the employer.
- (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.

(3) Introduction of Change - Employer's Duty to Notify

- (a) Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, if an employee nominates a union to represent him or her, the union nominated by the employee.
- (b) "Significant effects" includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of a job opportunity, a promotion opportunity or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

(4) Employer's Duty to Consult over Change

- (a) The employer shall consult the employees affected and, if an employee nominates a union to represent him or her, the union nominated by the employee, about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation shall commence as soon as practicable after making the decision referred to in the "Employer's Duty to Notify" clause.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, if an employee nominates a union to represent him or her, the union nominated by the employee, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

(5) Redundancy

(a) Definitions

"Business" includes trade, process, business or occupation and includes part of any such business.

"Redundancy" occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone.

"Transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

“Weeks’ pay” means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:

- (i) overtime;
- (ii) penalty rates;
- (iii) disability allowances;
- (iv) shift allowances;
- (v) special rates;
- (vi) fares and travelling time allowances;
- (vii) bonuses; and
- (viii) any other ancillary payments of a like nature.

(b) Consultation Before Terminations

- (i) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone and that decision may lead to termination of employment, the employer shall consult the employee directly affected and if an employee nominates a union to represent him or her, the union nominated by the employee.
- (ii) The consultation shall take place as soon as is practicable after the employer has made a decision to which subclause (5)(b)(i) applies and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse affects on the employees concerned.
- (iii) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and if an employee nominates a union to represent him or her, the union nominated by the employee, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that an employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer’s interests.

(c) Transfer to lower paid duties

- (i) Where an employee is transferred to lower paid duties by reason of redundancy the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee’s employment had been terminated.
- (ii) The employer may, at the employer’s option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (iii) The amounts must be worked out on the basis of:
 - (aa) the ordinary working hours to be worked by the employee; and
 - (bb) the amounts payable to the employee for the hours including for example, allowances, loading and penalties; and
 - (cc) any other amounts payable under the employee’s contract of employment.

(d) Severance Pay

- (i) In addition to the period of notice prescribed for ordinary termination, 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: Provided that the entitlement of any employee whose employment terminates on or before 1 February 2006 shall not exceed 8 weeks' pay.

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

(ii) 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.

(iii) For the purpose of this clause continuity of service shall not be broken on account of -

(aa) any interruption or termination of the employment by the employer if such interruption or termination has been made merely with the intention of avoiding the obligations of this clause in respect of leave of absence;

(bb) any absence from work on account of leave granted by the employer; or

(cc) any absence with reasonable cause, proof whereof shall be upon the employee;

Provided that in the calculation of continuous service any time in respect of which any employee is absent from work except time for which an employee is entitled to claim paid leave shall not count as time worked.

Service by the employee with a business which has been transmitted from one employer to another and the employee's service has been deemed continuous in accordance with clause 2(3) or (4) of the Long Service Leave Provisions published in Part 1 (January) of each volume of the Western Australian Industrial Gazette shall also constitute continuous service for the purpose of this clause.

(e) 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.

(f) Alternative employment

(i) An employer, in a particular redundancy case, may make application to the Commission to have the severance payment prescribed varied if the employer obtains acceptable alternative employment for an employee.

(ii) This subclause does not apply in circumstances involving transmission of business as set out in subclause (5)(g) of this clause.

(g) Transmission of business

(i) The provisions of subclause (5) are not applicable where a business is before or after the date of this order, transmitted from an employer (in this subclause called "the

transmittor”) to another employer (in this subclause called “the transmittee”), in any of the following circumstances:

- (aa) Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or
- (bb) Where the employee rejects an offer of employment with the transmittee:
 - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
 - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service with the transmittee.
- (ii) The Commission may vary 5(g)(i)(bb) if it is satisfied that this provision would operate unfairly in a particular case.

(h) Notice to Centrelink

Where a decision has been made to terminate employees in the circumstances outlined in the “Consultation Before Terminations” clause, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of employees normally employed and the period over which the terminations are intended to be carried out.

(i) Employees exempted

This clause does not apply:

- (i) Where employment is terminated as a consequence of serious misconduct that justifies dismissal without notice.
- (ii) Except for subclause (5)(b), to employees with less than one year’s service.
- (iii) Except for subclause (5)(b), to probationary employees.
- (iv) To apprentices.
- (v) To trainees.
- (vi) Except for subclause (5)(b), to employees engaged for a specific period of time or for a specified task or tasks; or
- (vii) To casual employees.

(j) Employers Exempted

Subject to an order of the Commission, in a particular redundancy case, subclause (5)(d) shall not apply to employers who employ less than 15 employees.

(k) Incapacity to pay

An employer or a group of employers, in a particular redundancy case, may make application to the Commission to have the severance payment prescribed varied on the basis of the employer’s incapacity to pay.

- (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.

48. – RESOLUTION OF DISPUTES.

Subject to the *Industrial Relations Act 1979* (as amended) in the event of a problem, grievance, question, dispute, claim or difficulty that affects one or more employees, or arises from the employees work or contract of employment, the following procedure shall apply:

- (1) At first instance the matter shall be raised at site level with the foreman/supervisor/manager as appropriate.
- (2) In the event that the matter is unresolved it may be raised at the enterprise level by the individual concerned (or his/her representative), or the shop steward or union official involved.
- (3) If the matter is still not resolved it may be referred to the Western Australian Industrial Relations Commission for determination, and if necessary arbitration.
- (4) The parties will attempt to resolve the matter prior to either party referring the matter to the Western Australian Industrial Relations Commission.
- (5) Nothing in this clause shall be read so as to exclude an organisation party to or bound by the award/industrial agreement from representing its members.

49. - FURTHER CLAIMS

- (1) The consent variations made to the award in matters 381 of 1995 and 582 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 –
 - (a) penalty rates for ordinary hours for casuals on week-ends or public holidays; and
 - (b) ‘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.

50. - 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.

51. – SCHOOL CANTEEN WORKERS

- (1) Without limiting the scope of this Award, the provisions of this clause shall only apply to canteen workers employed in government schools.
- (2) This clause shall not apply to canteen workers employed by the Director General of the Department of Education and Training.
- (3) To the extent that the provisions of this clause are inconsistent with the provisions in any other clause of this Award, the provisions of this clause shall prevail.
- (4) **Definitions**
 - (a) **Canteen Worker**

Means an employee who works in a school canteen.

(b) **Committee**

Means a person or persons delegated with the function of overseeing the management of a school canteen.

(c) **Canteen Worker Grade 2**

Means a canteen worker who is engaged in any of the following:

- Supplying, dispensing, warming or generally preparing light snack meals;
- Undertaking general serving duties of both food and/or refreshments;
- Maintaining canteen cleanliness;
- Attending a canteen customer service counter;
- Receipt of monies and dispensing change;
- Delivery duties to classrooms, when required.

(d) **Canteen Worker Grade 3**

Means a canteen worker who coordinates volunteers and a maximum of two other canteen workers who work a combined maximum total of 55 hours per week, and/or in addition to Grade 2 is engaged in any of the following:

- Controls canteen stock (including the weekly receipt, recording and ordering of basic pro forma stock);
- In consultation with Committee coordinates rosters for staff and volunteers;
- In consultation with Committee coordinates and/or prices snack food menus.

(e) **Canteen Supervisor Grade 4**

Means a canteen worker who supervises volunteers and more than two other canteen employees and/or in addition to Grade 3;

- Manages canteen stock (including responsibility for stock take and budgeted ordering).

(5) Canteen workers shall commence employment at a level not lower than Food and Beverage Attendant Grade 2.

(6) **Part-time Canteen Worker**

- (a) A part-time canteen worker shall mean a worker 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.
- (b) Notwithstanding the provisions of Clause 12. – Part Time Workers and subclause (6)(a) of this clause a worker employed in a canteen may be employed for less than twenty ordinary hours per fortnight but for no less than three hours per day on a regular and rostered basis on set hours of the day and set days of the week.
- (c) A worker employed in a canteen in accord with subclause (6)(b) of this clause and rostered for less than twenty ordinary hours per fortnight shall be paid in accord with Clause 10. – Overtime, for hours worked in excess of such rostered hours.
- (d) Notwithstanding any other provisions of this award, the employer and the worker, other than a worker employed in accord with subclause (6)(b) of this clause may, by agreement, increase the ordinary hours to be worked in any particular pay period to a maximum of seventy-six ordinary hours. Such extra hours shall be paid for at ordinary rates of pay.

- (e) A part-time worker 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.

(7) **No Reductions**

Nothing contained in this clause shall operate to reduce the wages of any employee who, at the date of insertion of this clause, was being paid a higher rate of wage than the minimum prescribed for their class of work.

SCHEDULE A - NAMED PARTIES TO THE AWARD

Liquor, Hospitality and Miscellaneous Union, Western Australian Branch

Restaurant and Catering Industry Association of Employers of Western Australia Inc

Western Australian Hotels and Hospitality Association Incorporated (Union of Employers)

Frasers Restaurant

Forum Tea & Coffee Lounge

San Remo Pizza Parlour

Chesterton Lodge Catering

Shell Roadhouse Karratha

Meals on Wheels

Perth City Council

The City of Stirling

Westralian Farmers Co-Op Ltd

Co-Operative Bulk Handling Ltd

Peters Ice-Cream (W.A.) Pty Ltd

Arnott Biscuits Ltd

The Shell Co. of Australia Ltd

B.P. Refinery Pty Ltd

Yule Brook College Parents and Citizens' Association Incorporated

Fast Eddy's Café

APPENDIX

McDONALD'S AUSTRALIA LIMITED FRANCHISEES

Company Name	Store Address
Sharlumah Pty Limited	Albany Store, 90-106 Albany Highway ALBANY WA 6330
Wena Pty Limited	Applecross Store, Cnr Canning Hwy and Sleat Road APPLECROSS WA 6153
Newview Holdings Pty Ltd	Armadale Store, 69 Jull Street, ARMADALE WA 6112
Jubilee Jackpot Pty Ltd	Ballajura Store, Cnr Capital Road and Alexander Drive BALLAJURA WA 6062
Imbros WA Pty Ltd	Bicton Store, Cnr Canning Highway and Foss Street BICTON WA 6157
Multimax (WA) Pty Ltd	Booragoon Store, Shop 107 Garden City Shopping Centre Almondbury Road BOORAGOON WA 6154
Misti Vale Pty Ltd	Bunbury Store, Lot 69 Pennant Road BUNBURY WA 6230
Sivyer Investments Pty Ltd	Busselton Store 18 Albert Street BUSSELTON WA 6280
Ranston Pty Ltd	Cannington Store Cnr Cecil Avenue and Albany Highway CANNINGTON WA 6107
Wade Whitley (Beechboro)	Dianella Store, Dianella Plaza Shopping Centre Alexander Parade DIANELLA WA 6062
Creydon Pty Ltd	East Victoria Park Store, Cnr Albany Highway and Alday Street EAST VICTORIA PARK WA 6101
Citicam Pty Limited	Forrest Place Store, Shop 22 Forrest Chase, Forrest Place PERTH WA 6000
Rose Valley Investments Pty Limited	Forrestfield Store 70 Hale Road FORRESTFIELD WA 6058

Imbros WA Pty Limited	Fremantle Store, 1/47 Mews Road Fishing Boat Harbour FREMANTLE WA 6160
PALSS Pty Ltd	Geraldton Store, Cnr Chapman Road and Durlacher Street GERALDTON WA 6530
Davvic Pty Ltd	Jolimont Store 622 Hay Street JOLIMONT WA 6014
Rah Nominees Pty Ltd	Kalgoorlie Store, Cnr Boulder and Roberts Road KALGOORLIE WA 6430
Eden Corporation Pty Ltd	Karratha Store, Karratha City Shopping Centre Welcome Road KARRATHA WA 6714
Newview Holdings Pty Ltd	Kelmscott Store, 2901 Albany Highway KELMSCOTT WA 6111
Maplefir Pty Ltd	Landsdale Store, 182 Wanneroo Road LANDSDALE WA 6056
Abrohold Pty Ltd	Maddington Store, Cnr Albany Highway and Olga Road MADDINGTON WA 6109
Allsorts Trading Pty Ltd	Mandurah Forum Store, Mandurah Forum Shopping Centre Cnr Pinjarra Road and Arnold Street MANDURAH WA 6210
Swanstar Nominees Pty Ltd	Melville Store, Cnr Leach Highway and North Lake Road MELVILLE WA 6156
Weststyle Aust Pty Ltd	Mindarie Store, Anchorage Drive, Cnr Bergan Way MINDARIE WA 6030
Haydar Family Restaurants Pty Ltd	Mirrabooka Store, Cnr Mirrabooka Ave and Yirrigan Drive MIRRABOOKA WA 6061
Swanstar Nominees Pty Ltd	O'Connor Store, 390 South Street O'CONNOR WA 6163
Fiveways Holdings Pty Ltd	Piccadilly Arcade Store, Shop 1 Piccadilly Arcade Hay Street

	PERTH WA 6000
Tosend Pty Ltd	Port Hedland Store, South Hedland Shopping Centre Throssell Street PORT HEDLAND WA 6721
Star Storm Investments Pty Ltd	Riverton Store, 363 High Street RIVERTON WA 6148
Wena Pty Limited	South Perth Store, Cnr Berwick Street and Canning Highway SOUTH PERTH WA 6151
Klepeach Pty Limited	Spearwood Store, 254 Rockingham Road SPEARWOOD WA 6163
Citicam Pty Limited	Town Hall Store, 572-576 Hay Street PERTH WA 6000
Westmead Pty Ltd	Tuart Hill Store, 211 Wanneroo Road Cnr Morley Drive TUART HILL WA 6060
Mapiefir Pty Ltd	Warwick Ent Centre Store, Cnr Dorchester and Beach Roads WARWICK WA 6024
Northfood Pty Limited	Whitford City Store, Shop F1 Whitford City Shopping Centre Cnr Whitford Ave and Dampier Ave HILLARYS WA 6025
Star Store Investments Pty Ltd	Willetton Store, Southlands Shopping Centre Burrendah Boulevard WILLETTON WA 6155
Fiveways Holdings Pty Ltd	William Street Store Cnr Hay and William Streets PERTH WA 6000

VARIATION RECORD

RESTAURANT, TEAROOM AND CATERING WORKERS' AWARD

Delivered 12/11/79 at 59 WAIG 1671. Section 93(6)
Consolidation 19/06/85 at 65 WAIG 1275. Section 93(6)
Consolidation 07/10/88 at 68 WAIG 2608. Section 93(6)
Consolidation 13/10/92 at 72 WAIG 2389. Section 93(6)
Consolidation 25/03/97 at 77 WAIG 1014. Section 93(6)
Consolidation 03/10/00 at 80 WAIG 5238.

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

	Cl.		A15/09	30/04/09	89 WAIG 507
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(1A. State Wage Principles)

	Cl. & Title		1457/93	24/12/93	74 WAIG 198
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(1A. State Wage Principles December 1993)

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

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

	Cl & Title		915/96	7/08/96	76 WAIG 3368
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(1A Statement of Principles - August 1996)

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

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

Del. Cl	609/99	06/07/99	79 WAIG 1843
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2. Arrangement

(EDIT NOTE: Schedule of Respondents not listed in this clause)

Cl.	386/92	22/02/93	73 WAIG 377
Cl.	386/92 Corr	22/02/93	73 WAIG 377
Delete Sch. of Resp. & Ins. Schedule A & B	1526/93	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)	992/95	09/01/96	76 WAIG 403
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	7/08/96	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.	582/94 & 381/95	21/02/01	81 WAIG 820
Cl.	131/05	12/05/05	85 WAIG 3225
Cl	929/05	8/03/06	86 WAIG 509
Cl	17/06	24/03/06	86 WAIG 791
Cl.	A15/09	30/04/09	89 WAIG 507

(2A. State Wage Case Principles - September 1989)

Del. cl.	386/92 Corr	22/02/93	73 WAIG 377
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3. Area

4. Scope

(5. Term)

Del Cl.	A15/09	30/04/09	89 WAIG 507
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6. Definitions

(11)	1363/92	14/12/92	73 WAIG 159
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Cl.	582/94 & 381/95	21/02/01	81 WAIG 820
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(6), Ins (27)	17/06	24/03/06	86 WAIG 791
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7. Contract of Service

Cl.	1363/92	14/12/92	73 WAIG 159
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Cl.	582/94 & 381/95	21/02/01	81 WAIG 820
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8. Hours

Cl.	582/94 & 381/95	21/02/01	81 WAIG 820
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9. Additional Rates for Ordinary Hours

Cl.	1363/92	14/12/92	73 WAIG 159
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Cl.	1381/92	14/03/93	73 WAIG 163
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Cl.	1782/96	04/02/97	77 WAIG 492
Cl.	1158/98	28/07/98	78 WAIG 3334
Cl.	740/00	29/11/00	80 WAIG 5614
Cl.	1029/01	08/01/02	82 WAIG 301
Cl	974/02	28/01/03	83 WAIG 811
Cl	635/03	11/3/05	85 WAIG 1219
Cl	78/06	21/02/07	87 WAIG 483
Cl	46/08	02/12/08	88 WAIG 2290

10. Overtime

(3); (6)	1363/92	14/12/92	73 WAIG 159
(7)	17/06	24/03/06	86 WAIG 791

(10A. Translation of casual Employees)

Ins. Cl.	582/94 381/95	& 21/02/01	81 WAIG 820
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 & 2577
Del No, Title & Cl	17/06	24/03/06	86 WAIG 791

11. Casual Workers

Cl.	578/94	06/03/95	75 WAIG 952
(3)	992/95	09/01/96	76 WAIG 403
(3)	1782/96	04/02/97	77 WAIG 492
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177

(3)	1158/98	28/07/98	78 WAIG 3334
(3) rates, (b) ins. Text at end.	609/99	01/08/99	79 WAIG 1843
Cl.	654/00	01/08/00	80 WAIG 3379
Cl.	582/94 & 381/95	21/02/01	81 WAIG 820
(4), Ins (6)	17/06	24/03/06	86 WAIG 791

(12. Part-Time Workers)

Cl.	1363/92	14/12/92	73 WAIG 159
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(12. Part-Time Employees)

Title	17/06	24/03/06	86 WAIG 791
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13. Meal Breaks

Cl.	1363/92	14/12/92	73 WAIG 159
Cl.	582/94 & 381/95	21/02/01	81 WAIG 820

14. Meal Money

Cl.	1363/92	14/12/92	73 WAIG 159
Cl.	1782/96	04/02/97	77 WAIG 492
Cl.	1158/98	28/07/98	78 WAIG 3334
Cl.	740/00	29/11/00	80 WAIG 5614
Cl.	1029/01	08/01/02	82 WAIG 301
Cl.	974/02	28/01/03	83 WAIG 811
Cl.	635/03	11/3/05	85 WAIG 1219
Cl.	78/06	21/02/07	87 WAIG 483

Cl	46/08	02/12/08	88 WAIG 2290
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15. Sick Leave

(3)	1363/92	14/12/92	73 WAIG 159
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(1)(a)&(b), (4), (6) & (7) - Ins (9), (10) & (11)	17/06	24/03/06	86 WAIG 791
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16. Bereavement Leave

Cl	17/06	24/03/06	86 WAIG 791
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(17. Holidays)

(1), (2)	1363/92	14/12/92	73 WAIG 159
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17. Public Holidays

Title	17/06	24/03/06	86 WAIG 791
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18. Annual Leave

(9), ins. (10)	1363/92	14/12/92	73 WAIG 159
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(1)	582/94 & 381/95	21/02/01	81 WAIG 820
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(1), (4), (5)(a)(i), (6)(b) & (9)	17/06	24/03/06	86 WAIG 791
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19. Long Service Leave

Cl	17/06	24/03/06	86 WAIG 791
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20. Payment of Wages

(20A. Translation of Full Time & Part Time Employees)

Ins. Cl.	582/94 & 381/95	21/02/01	81 WAIG 820
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Del Cl.	A15/09	30/04/09	89 WAIG 507
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21. Wages

Cl.	1363/92	14/12/92	73 WAIG 159
Cl.	1381/92	14/03/93	73 WAIG 163
(1)	016/94	18/04/94	74 WAIG 1283
(1)	578/94	06/03/95	75 WAIG 952
(1)	992/95	09/01/96	76 WAIG 403
Cl.	1782/96	04/02/97	77 WAIG 492
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
Cl.	1158/98	28/07/98	78 WAIG 3334
(1)(a) rates, (1)(c)(iii) insert text	609/99	01/08/99	79 WAIG 1843
Cl.	654/00	01/08/00	80 WAIG 3379
(2)	740/00	29/11/00	80 WAIG 5614
Cl.	582/94 & 381/95	21/02/01	81 WAIG 820
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 & 2577
Cl.	570/04	4/06/04	84 WAIG 1521 & 2013
Cl.	576/05	07/07/05	85 WAIG 2083 & 2807
(1)	929/05	08/03/06	86 WAIG 509
Cl.	957/05	07/07/06	86 WAIG 1631 & 2327
Cl.	1/07	01/07/07	87 WAIG 1487 & 2246
Cl.	115/07	01/07/08	88 WAIG 773 & 1455

(1)	A15/09	30/04/09	89 WAIG 507
Cl.	1/09	01/10/09	89 WAIG 735 & 1887
Cl.	2/10	01/07/10	90 WAIG 568 & 1284
Cl.	2/11	01/07/11	91 WAIG 1088 & 1684
Cl.	2/12	01/07/12	92 WAIG 1437
Cl.	1/13	01/07/13	93 WAIG 1105
Cl.	1/14	01/07/14	94 WAIG 1321
Cl.	1/15	01/07/15	95 WAIG 1289
Cl.	1/16	01/07/16	96 WAIG 1138
Cl.	1/17	01/07/17	97 WAIG 1203
Cl.	1/18	01/07/18	98 WAIG 263 & 924
Cl.	1/19	01/07/19	99 WAIG 509 & 1249
Cl.	1/20	01/01/21	100 WAIG 1030
Cl.	1/21	01/07/21	101 WAIG 1032

(21A. Minimum Wage – Adult Males and Females)

Cl.	992/95	09/01/96	76 WAIG 403
Min.wage prov	940/97	14/11/97	77 WAIG 3177
Cl.	1158/98	28/07/98	78 WAIG 3334
(1) rate, (7) text	609/99	01/08/99	79 WAIG 1843
Cl.	654/00	01/08/00	80 WAIG 3379
(6)(a)	582/94 & 381/95	21/02/01	81 WAIG 820
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 & 2577
(9)	1197/03	1/11/03	83 WAIG 3537
Cl.	570/04	4/06/04	84 WAIG 1521

21A. Minimum Adult Award Wage

Cl.	576/05	07/07/05	85 WAIG 2083 & 2807
Title	17/06	24/03/06	86 WAIG 791
Cl.	957/05	7/07/06	86 WAIG 1631 & 2327
Cl.	1/07	01/07/07	87 WAIG 1487 & 2246
Cl.	115/07	01/07/08	88 WAIG 773 & 1455
Cl.	1/09	01/10/09	89 WAIG 735 & 1887
Cl.	2/10	01/07/10	90 WAIG 568 & 1284
Cl.	2/11	01/07/11	91 WAIG 1088 & 1684
Cl.	2/12	01/07/12	92 WAIG 1437
Cl.	1/13	01/07/13	93 WAIG 1105
Cl.	1/14	01/07/14	94 WAIG 1321
Cl.	1/15	01/07/15	95 WAIG 1289
Cl.	1/16	01/07/16	96 WAIG 1138
Cl.	1/17	01/07/17	97 WAIG 1203
Cl.	1/18	01/07/18	98 WAIG 263 & 924
Cl.	1/19	01/07/19	99 WAIG 509 & 1249
Cl.	1/20	01/01/21	100 WAIG 1030
Cl.	1/21	01/07/21	101 WAIG 1032

(22. Junior Workers)

22. Junior Employees

Title	17/06	24/03/06	86 WAIG 791
(1)	A15/09	30/04/09	89 WAIG 507

23. Apprentices

Cl	17/06	24/03/06	86 WAIG 791
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(24. Bar Work)

Cl.	1363/92	14/12/92	73 WAIG 159
Cl.	1381/92	14/03/93	73 WAIG 163
Cl.	1782/96	04/02/97	77 WAIG 492
Cl.	1158/98	28/07/98	78 WAIG 3334
Cl.	740/00	29/11/00	80 WAIG 5614
Del. Cl. & Title	582/94 381/95	& 21/02/01	81 WAIG 820

24. Option for Annualised Salary

Ins. Cl.	582/94 381/95	& 21/02/01	81 WAIG 820
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25. Higher Duties

26. Uniforms and Laundering

(2), (3)	1363/92	14/12/92	73 WAIG 159
(2), (3)	1782/96	04/02/97	77 WAIG 492
(2), (3)	740/00	29/11/00	80 WAIG 5614

(2) & (3)	1029/01	08/01/02	82 WAIG 301
(2) & (3)	974/02	28/01/03	83 WAIG 811
(2) & (3)	635/03	11/3/05	85 WAIG 1219
(4)	17/06	24/03/06	86 WAIG 791
(2) & (3)	78/06	21/02/07	87 WAIG 483
(2) & (3)	46/08	02/12/08	88 WAIG 2290

27. Protective Clothing

(1)	1363/92	14/12/92	73 WAIG 159
(1)	1782/96	04/02/97	77 WAIG 492
(1)	1158/98	28/07/98	78 WAIG 3334
(1)	740/00	29/11/00	80 WAIG 5614
(1)	1029/01	08/01/02	82 WAIG 301
(1)	974/02	28/01/03	83 WAIG 811
(1)	635/03	11/3/05	85 WAIG 1219
(5)	17/06	24/03/06	86 WAIG 791
(1)	78/06	21/02/07	87 WAIG 483
(1)	46/08	02/12/08	88 WAIG 2290

(28. Workers' Equipment)

Cl.	1363/92	14/12/92	73 WAIG 159
Cl.	1782/96	04/02/97	77 WAIG 492
Cl.	1158/98	28/07/98	78 WAIG 3334
Cl.	740/00	29/11/00	80 WAIG 5614

Cl.	1029/01	08/01/02	82 WAIG 301
Cl	974/02	28/01/03	83 WAIG 811
Cl	635/03	11/3/05	85 WAIG 1219

28. Employees' Equipment

Title	17/06	24/03/06	86 WAIG 791
Cl.	78/06	21/02/07	87 WAIG 483
Cl	46/08	02/12/08	88 WAIG 2290

(29. Limitation of Work)

Del. cl.	1363/92	14/12/92	73 WAIG 159
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(29. Limitation of Work – DELETED)

Ins. title.	1363/92	14/12/92	73 WAIG 159
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29. No Reductions

Ins. Cl.	582/94 381/95	& 21/02/01	81 WAIG 820
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30. Board and/or Lodging

Cl	815/05	22/12/2005	86 WAIG 66
(4)	17/06	24/03/06	86 WAIG 791

31. Travelling Facilities

(32. Record)

Ins text.(3)(c)	491/98	16/04/98	78 WAIG 1471
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32. Employment Record

Title, (1), (3)(c)&(d)&(4) - Ins (3)(e)&(f)	17/06	24/03/06	86 WAIG 791
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33. Roster

Cl.	1363/92	14/12/92	73 WAIG 159
Cl.	582/94 & 381/95	21/02/01	81 WAIG 820
(3)	17/06	24/03/06	86 WAIG 791

34. Change and Rest Rooms

Cl	17/06	24/03/06	86 WAIG 791
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35. First Aid Kit

36. Posting of Award and Union Notices

(37. Deleted)

Del. title	386/93	22/02/93	73 WAIG 377
Del. title	386/93 corr.	22/02/93	73 WAIG 377

37. Superannuation

Ins. cl.	386/93	22/02/93	73 WAIG 377
Ins. cl.	386/93 corr.	22/02/93	73 WAIG 377
Ins. Text	599/98	30/06/98	78 WAIG 2559
Cl	17/06	24/03/06	86 WAIG 791

(38. Australian Traineeship System)

Del. Cl. & Title	582/94 381/95	& 21/02/01	81 WAIG 820
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(38. Over Award Payments)

Ins. Cl.	582/94 381/95	& 21/02/01	81 WAIG 820
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Del Title & Cl	17/06	24/03/06	86 WAIG 791
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(39. Under-Rate Workers)

Del Title & Cl	17/06	24/03/06	86 WAIG 791
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(40. Prohibition of Contracting out of Award)

Del Title & Cl	17/06	24/03/06	86 WAIG 791
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(41. Breakdowns)

Del Title & Cl	17/06	24/03/06	86 WAIG 791
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(42. Location Allowance)

Cl.	851/92	07/07/92	72 WAIG 2498
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Cl.	943/93	01/07/93	73 WAIG 1989
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Cl.	714/94	01/07/94	74 WAIG 1869
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Cl.	641/95	01/07/95	75 WAIG 2125
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Cl.	911/96	01/07/96	76 WAIG 3365
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Cl.	1400/97	01/07/97	77 WAIG 2547
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Cl.	975/98	01/07/98	78 WAIG 2999
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Cl.	690/99	01/07/99	79 WAIG 1843
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Cl.	1050/00	01/08/00	80 WAIG 3153
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Cl.	718/01	01/08/01	81 WAIG 1559
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Cl.	686/02	01/07/02	82 WAIG 1185
Cl.	570/03	01/07/03	83 WAIG 1657
Cl.	696/04	01/07/04	84 WAIG 2145
Cl.	458/05	01/07/05	85 WAIG 1893
Del Title & Cl	17/06	24/03/06	86 WAIG 791

(43. Parental Leave)

Cl.	582/94 381/95	& 21/02/01	81 WAIG 820
Del Title & Cl	17/06	24/03/06	86 WAIG 791

(44. Trainees)

Del. Cl. & Title	582/94 381/95	& 21/02/01	81 WAIG 820
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(44. National Training Wage)

Ins. Cl.	582/94 381/95	& 21/02/01	81 WAIG 820
Del Title & Cl	17/06	24/03/06	86 WAIG 791

(45. Enterprise Flexibility)

Ins. cl.	992/95	09/01/96	76 WAIG 403
Del Title & Cl	17/06	24/03/06	86 WAIG 791

(46 Changes with Significant Effect and Redundancy)

Ins. Cl.	582/94 381/95	& 21/02/01	81 WAIG 820
Del Title & Cl	17/06	24/03/06	86 WAIG 791

(47. Right of Entry)

Ins. Cl.	582/94 381/95	& 21/02/01	81 WAIG 820
Del Title & Cl	17/06	24/03/06	86 WAIG 791

(48. Redundancy)

Ins. Cl.	582/94 381/95	& 21/02/01	81 WAIG 820
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Del Title & Cl	17/06	24/03/06	86 WAIG 791
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(49. Anti-Discrimination)

Ins. Cl.	582/94 381/95	& 21/02/01	81 WAIG 820
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Del Title & Cl	17/06	24/03/06	86 WAIG 791
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(50. No Extra Claims)

Ins. Cl.	582/94 381/95	& 21/02/01	81 WAIG 820
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Del Title & Cl	17/06	24/03/06	86 WAIG 791
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(51. Further Claims)

Ins. Cl.	582/94 381/95	& 21/02/01	81 WAIG 820
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Del Title & Cl	17/06	24/03/06	86 WAIG 791
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(52. Union Delegates & Meetings)

Ins. Cl.	582/94 381/95	& 21/02/01	81 WAIG 820
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Del No, Title & Cl	17/06	24/03/06	86 WAIG 791
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(53. Temporary Exemption Clause)

Ins. Cl.	582/94 381/95	& 21/02/01	81 WAIG 820
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Del No, Title & Cl	17/06	24/03/06	86 WAIG 791
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(54. School Canteen Workers)

Ins. Cl	929/05	8/03/06	86 WAIG 791
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Del No, Title & Cl	17/06	24/03/06	86 WAIG 791
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38. Supported Wage System for Employees with Disabilities

Ins Title & Cl	17/06	24/03/06	86 WAIG 791
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39. Prohibition of Contracting Out of Award

Ins Title & Cl	17/06	24/03/06	86 WAIG 791
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40. Breakdowns

Ins Title & Cl.	17/06	24/03/06	86 WAIG 791
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41. Location Allowance

Ins Title & Cl.	17/06	24/03/06	86 WAIG 791
Cl.	59/06	01/07/06	86 WAIG 1471
Cl.	53/07	01/07/07	87 WAIG 2435
Cl.	9/08	01/07/08	88 WAIG 689
Cl.	24/09	01/07/09	89 WAIG 729
Corr. Order Schedule B (7)(a)(i)&(ii)	24/09	01/07/09	89 WAIG 2483
Cl.	117/10	01/07/10	90 WAIG 561
Cl.	24/11	01/07/11	91 WAIG 995
Cl.	6/12	01/07/12	92 WAIG 725
Cl.	7/13	01/07/13	93 WAIG 461
Cl.	11/14	01/07/14	94 WAIG 669
Cl.	118/15	01/07/15	95 WAIG 700
Cl.	15/16	01/07/16	96 WAIG 631
Cl.	20/17	01/07/17	97 WAIG 585
Cl.	20/18	01/07/18	98WAIG 415
Cl.	24/19	01/07/19	99 WAIG 615
Cl.	10/20	01/07/20	100 WAIG 443
Cl.	2/21	01/07/21	101 WAIG 455

42. Parental Leave

Ins Title & Cl.	17/06	24/03/06	86 WAIG 791
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43. National Training Wage

Ins Title & Cl.	17/06	24/03/06	86 WAIG 791
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44. Enterprise Flexibility

Ins Title & Cl.	17/06	24/03/06	86 WAIG 791
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45. Right of Entry

Ins Title & Cl	17/06	24/03/06	86 WAIG 791
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46. Termination, Introduction of Change and Redundancy

Ins Title & Cl	17/06	24/03/06	86 WAIG 791
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47. Anti-Discrimination

Ins Title & Cl	17/06	24/03/06	86 WAIG 791
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48. Resolution of Disputes

Ins Title & Cl	17/06	24/03/06	86 WAIG 791
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49. Further Claims

Ins Title & Cl	17/06	24/03/06	86 WAIG 791
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50. Union Delegates and Meetings

Ins Title & Cl	17/06	24/03/06	86 WAIG 791
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51. School Canteen Workers

Ins Title & Cl	17/06	24/03/06	86 WAIG 791
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(Appendix - Resolution of Disputes Requirements)

Ins. appendix	693/96	16/07/96	76 WAIG 2768
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(1),(6), Del. (7)	2053/97	22/11/97	77 WAIG 3079
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Del title & appendix	17/06	24/03/06	86 WAIG 791
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Schedule A - Named Union Party

Ins. schedule	1526/93	23/12/93	74 WAIG 142
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Sch.	582/94 381/95	& 21/02/01	81 WAIG 820
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(Schedule A - Named Parties)

Del & Ins. sch	131/05	12/05/05	85 WAIG 3224
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Sch	17/06	24/03/06	86 WAIG 791
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Del Sch.	A15/09	30/04/09	89 WAIG 507
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Schedule A Named Parties to the Award

Ins Sch.	A15/09	30/04/09	89 WAIG 507
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(Schedule)

Re-title schedule	1526/93	23/12/93	74 WAIG 142
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(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
Delete Respondents	76/80, part 122	09/02/98	78 WAIG 1388
Delete Respondents	76/80, part 28	30/04/98	78 WAIG 1883
Sch.	582/94 & 381/95	21/02/01	81 WAIG 820
Sch	17/06	24/03/06	86 WAIG 791
Del Sch.	A15/09	30/04/09	89 WAIG 507

(Schedule C – Letter to Employees)

Ins. Sch.	582/94 & 381/95	21/02/01	81 WAIG 820
Del Title & Sch	17/06	24/03/06	86 WAIG 791

(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
Del Title & App	17/06	24/03/06	86 WAIG 791

Appendix – McDonald’s Australia Limited Franchisees

Ins. App.	582/94 & 381/95	21/02/01	81 WAIG 820
Del. Respondent; Ins. Respondent	A15/09	30/04/09	89 WAIG 507