

# Catering Employees and Tea Attendants (Government) Award 1982

## 1. - TITLE

This award shall be known as the Catering Employees and Tea Attendants (Government) Award 1982, and replaces Award No. 21 of 1972, as varied.

### 1B. - MINIMUM ADULT AWARD WAGE

- (1) No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.
- (2) The minimum adult award wage for full-time employees aged 21 or more is \$528.40 per week payable on and from the first pay period on or after 1 July 2007.
- (3) The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case Decisions.
- (4) Unless otherwise provided in this clause adults employed as casuals, part-time employees or piece workers or employees who are remunerated wholly on the basis of payment by result shall not be paid less than pro rata the minimum adult award wage according to the hours worked.
- (5) Employees under the age of 21 shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award to the minimum adult award wage.
- (6) The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or Jobskill placements or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate.
- (7) Liberty to apply is reserved in relation to any special category of employees not included here or otherwise in relation to the application of the minimum adult award wage.
- (8) Subject to this clause the minimum adult award wage shall –
  - (a) Apply to all work in ordinary hours.
  - (b) Apply to the calculation of overtime and all other penalty rates, superannuation, payments during any period of paid leave and for all purposes of this award.

- (9) Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2007 State Wage order. Any increase arising from the insertion of the minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

- (10) Adult Apprentices

- (a) Notwithstanding the provisions of this clause, an apprentice, 21 years of age or more, shall not be paid less than \$448.65 per week on and from the commencement of the first pay period on

or after 1 July 2007 and \$466.65 on and from the commencement of the first pay period on or after 1 September 2007.

- (b) The rate paid in the paragraph above to an apprentice 21 years of age or more is payable on superannuation and during any period of paid leave prescribed by this award.
- (c) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.
- (d) Nothing in this clause shall operate to reduce the rate of pay fixed by the award for an adult apprentice in force immediately prior to 5 June 2003.

## 2. - ARRANGEMENT

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### 3. - AREA

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

### 4. - SCOPE

This award shall apply to all employees employed in the calling described in Clause 22. - Wages of this award and who are employed by the respondents to this award in catering establishments and as Tea Attendants, as defined in Clauses 6. - Definitions and 23. - Tea Attendants of this award, provided that this award shall not apply to any employee who at the date of this award is covered by any other award registered or issued under the provisions of the Industrial Arbitration Act, 1979.

### 5. - TERM

The term of this award shall be for a period of one year as from the beginning of the first pay period commencing on or after the 19th day of November, 1982.

### 6. - DEFINITIONS

- (1) "Catering Establishment" shall mean any meal room, dining room, coffee shop, tea shop, or cafeteria, and includes any place, building, or part thereof, in or from which food is sold or served for consumption on the premises or elsewhere.
- (2) "Bar Attendant" shall mean an employee over the age of 18 years who serves liquor for sale from behind a bar counter.
- (3) "Chef" shall mean an employee who is a "Qualified Cook", (as defined in subclause (4) hereof), and who is appointed as such by the employer.
- (4) "Qualified Cook" shall mean an employee who has completed and can produce appropriate documentary evidence to their employer to the effect that the employee has successfully completed an apprenticeship in cooking at an approved or recognised school or college, or who can provide documentary evidence of having served at least six years in Her Majesty's Armed Forces in the classification of Cook.
- (5) "Cook Employed Alone" shall mean an employee who is employed when no other cook is employed during the employee's shift.
- (6) "Cashier" shall mean an employee who is principally engaged upon receiving monies in a dining room or restaurant area.
- (7) "Daily Spread of Shift" shall mean the time which elapses from the employee's actual starting time to the employee's actual finishing time for the day or shift.
- (8) "Tea Attendant" shall mean an employee engaged either wholly or for the major and substantial part of working time making and/or servicing morning and/or afternoon teas, washing up and other duties in connection with such work.

### 7. - CONTRACT OF SERVICE

- (1) Except for casual employees the contract of service shall be on a weekly basis, provided that one week's notice of termination may be given on either side on any working day, or in the event of such notice not being given by the payment by the employer or the forfeiture by the employee as the case may be, of one week's pay.
- (2) This shall not affect the right of the employer to dismiss any employee without notice for misconduct and in such cases wages shall be paid up to the time of dismissal only.
- (3)
  - (a) The foregoing provisions shall not affect the right of an employer to stand down employees without pay during all vacation periods when no work is available. In respect to the Tertiary Education Institutions the vacation periods will extend to include those weeks which are calendarised as non-teaching weeks and not requiring student attendance on campus.
  - (b) The employer shall advise the employee before the stand-down period has commenced the date of resumption of work. Employees who fail to advise the employer at least 48 hours before the date of resumption that they are ready, willing and available for work shall be deemed to have terminated their contract of employment.
- (4)
  - (a) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training, including work which is incidental or peripheral to the employee's main tasks or functions, provided that such duties are not designed to promote de-killing.
  - (b) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.
  - (c) Any direction issued by an employer pursuant to paragraphs (a) and (b) of this subclause shall be sistent with the provisions of the Occupational Health, Safety and Welfare Act 1984-1987 as amended.

#### 8. - HOURS

- (1) The ordinary hours of work shall be an average of 38 per week provided that:
  - (a) In no case are more than forty ordinary hours worked in any week;
  - (b) No more than eight ordinary hours are worked in any one day;
  - (c) Ordinary hours are worked on not more than five days in any week;
  - (d) Ordinary hours are worked within a daily spread of 11 hours.
- (2) Except as provided in subclause (4) hereof, employees shall not be required to work ordinary hours on more than 19 days in each four week roster cycle.
- (3) Employee shall be rostered such that in each four week roster cycle, rostered days off are consecutive on at least two occasions.
- (4) Notwithstanding the provisions of subclause (2) hereof, one rostered day off in each four week roster cycle may be accumulated to a maximum of ten days in any one year. Such accumulated rostered days off may be taken at a time mutually convenient to the employer and the employee.

#### 9. - ADDITIONAL RATES FOR ORDINARY HOURS

- (1) A full-time or part-time employee who is required to work any ordinary hours between 7.00pm and 7.00am Monday to Friday, inclusive, shall be paid, in addition to the appropriate wage set out in Clause

22. - Wages, an additional payment equivalent to 15% of the wages paid for the time so worked with a minimum payment of \$3.00 per day.

- (2) An employee who is required to work any of his ordinary hours on any day in more than one period of employ and other than for meal breaks as prescribed by Clause 13. - Meal Breaks of this award, shall be paid an allowance of \$2.56 per day, for such broken work period worked.
- (3) All work performed during ordinary hours on a Saturday shall be paid at the rate of time and one half.
- (4) All work performed during ordinary hours on a Sunday shall be paid at the rate of double time.
- (5) Provided that any employee who was receiving a greater rate of penalty for Saturday and/or Sunday work at the 29 October 1991 shall continue to receive that greater rate of benefit.
- (6) Where an employee's rostered hours of duty in any day of the weekend are extended by an early start or a late finish the weekend rates as the case may be shall be paid for such additional time worked in addition to any overtime payable under Clause 10. - Overtime of this Award.

#### 10. - OVERTIME

- (1) All work performed at a time when according to an employee's roster that employee is not rostered to work, be overtime. Without limiting the generality of the foregoing all work done outside the daily spread of 11 hours, or in excess of eight hours in one day, or in excess of 40 hours in one week, or in excess of 152 hours in a four week roster cycle shall be overtime provided that where rostered days off are accumulated pursuant to Clause 8(4), 160 ordinary hours may be worked in a four week roster cycle in which one rostered day off is accumulated to be taken at a later, mutually convenient time.
- (2) Subject to the provisions of subclause (3) hereof, all overtime worked between Monday to Friday, both inclusive, and prior to 12 noon on a Saturday shall be paid for at the rate of time and a half for the first two hours and double time thereafter. All overtime worked after 12 noon on a Saturday and all day on a Sunday, shall be paid for at the rate of double time.
- (3) All work done on an employee's rostered day off shall be paid for at the rate of double time with a minimum payment as for three hours' work.
- (4) Notwithstanding anything contained in this award:
  - (a) an employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements;
  - (b) no organisation party to this award or employee or employees covered by this award, shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

#### 11. - CASUAL EMPLOYEES

- (1) A casual employee shall mean an employee engaged on an hourly contract of service.
- (2) Casual employees shall not be engaged for less than two consecutive hours per time.
- (3) Casual employees shall be paid at the rate of time and a half, provided that this rate shall be increased to double time and a half for all work performed on the holidays referred to in subclause (1)(a) of Clause 18. - Public Holidays of this award.
- (4) The provisions of clauses

9. - Additional Rates for Ordinary Hours,

- 15. - Sick Leave,
- 16. - Compassionate Leave,
- 17. - Maternity Leave,
- 18. - Public Holidays,
- 19. - Annual leave and
- 20. - Long Service Leave

shall not apply to a casual employee.

#### 12. - PART-TIME EMPLOYEES

- (1) A part-time employee shall mean an employee engaged on a weekly contract of service, who works regularly from week to week for not less than three or more than seven ordinary hours per day, and not less than 15 or more than 35 hours each week over any five days.
- (2) Part-time employees shall be paid 15% in addition to the rates prescribed in Clause 22. - Wages. The provisions of Clause 9. - Additional Rates for Ordinary Hours shall also apply to part-time employees.
- (3) All work performed at times when, according to an employee's roster, that employee is not rostered to work shall be overtime. Without limiting the generality of the foregoing, all time worked by a part-time employee beyond seven ordinary hours per day, 35 ordinary hours per week and/or five days per week, shall be overtime and paid for at the appropriate overtime rates prescribed in Clause 10. - Overtime of this award.

#### 13. - MEAL BREAKS

- (1) Every employee shall be entitled to a meal break of not less than one half hour nor more than one hour, after not more than five hours of work. Where it is not possible for the employer to grant a meal break on any day, the said meal break shall be treated as time worked and the employee shall be paid at the rate applicable to the employee at the time such meal break is due, plus 50 per cent of the ordinary hourly rate applying to such employee, until such time as the employee is released for a meal.
- (2) In addition to breaks for a meal, there may be one other break of at least two hours during each shift. Such break of two hours may include a meal break.

#### 14. - MEAL MONEY

When an employee is required to work overtime for more than one hour on any day, he or she will either be supplied with a substantial meal by the employer or be paid \$10.10 meal money.

#### 15. - SICK LEAVE

- (1)
  - (a) An employee other than a casual employee shall be entitled to payment for non attendance on the grounds of personal ill health or injury of one sixth of a week's pay for each completed month of service.
  - (b) Payment hereunder may be adjusted at the end of each accruing year, or at the time the employee leaves the service of the employer, in the event of the employee being entitled by service subsequent to the sickness in that year to a greater allowance than that made at the time the sickness occurred.
- (2) The unused portion of the entitlement prescribed in paragraph (a) hereof in any accruing year shall be allowed to accumulate and may be availed of in the next or any succeeding year.
- (3) In order to acquire entitlement to payment in accordance with this clause the employee shall as soon as reasonably practicable advise the employer of their inability to attend for work, the nature of their

illness or injury and the estimated duration of the absence. Provided that such advice other than in extraordinary circumstances shall be given to the employer within 24 hours of the commencement of the absence.

- (4) No employee shall be entitled to the benefit of this clause unless they produce proof to the satisfaction of the employer or representative of such sickness provided that the employer shall not be entitled to a medical certificate for absences of less than three consecutive working days unless the total of such absences exceeds five days in any one accruing year.
- (5)
  - (a) Subject to the provisions of this subclause, the provisions of this clause apply to an employee who suffers personal ill health or injury during the time when the employee is absent on annual leave and an employee may apply for and the employer shall grant paid sick leave in place of paid annual leave.
  - (b) Application for replacement shall be made within seven days of resuming work and then only if the employee was confined to his/her place of residence or a hospital as a result of personal ill health or injury for a period of seven consecutive days or more and produces a certificate from a registered medical practitioner that states that the employee was so confined. Provided that the provisions of this paragraph do not relieve the employee of the obligation to advise the employer in accordance with subclause (3) of this clause if unable to attend for work on the working day next following his annual leave.
  - (c) Replacement of paid annual leave by paid sick leave shall not exceed the period of paid sick leave to which the employee was entitled at the time they proceeded on annual leave and shall not be made with respect to fractions of a day.
  - (d) Where paid sick leave has been granted by the employer in accordance with paragraphs (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid sick leave is hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the employee or, failing agreement, shall be added to the employee's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions of Clause 19. - 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 19. - Annual Leave shall be deemed to have been paid with respect to the replaced annual leave.
- (6) The provisions of this clause with respect to payment do not apply to employees who are entitled to payment under the Workers' Compensation Act nor to employees whose illness or injury is the result of the employee's own misconduct.

#### 16. - COMPASSIONATE LEAVE

- (1) An employee shall, on the death within Australia of a spouse, de facto spouse, father, mother, brother, sister, child or stepchild be entitled on notice of leave up to and including the day of the funeral of such relation and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee to two ordinary working days. Proof of such death shall be furnished by the employee to the satisfaction of the employer.
- (2) Provided that payment in respect of compassionate leave is to be made only where the employee otherwise would have been on duty and shall not be granted in any case where the employee concerned would have been off duty in accordance with his roster, or on long service leave, annual leave, sick leave, worker's compensation, leave without pay or on a public holiday.

#### 17. - MATERNITY LEAVE

- (1) Eligibility for Maternity Leave

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

For the purposes of this clause:

- (a) An employee shall include a part-time employee but shall not include an employee engaged upon casual or seasonal work.
- (b) Maternity leave shall mean unpaid maternity leave.

(2) Period of Leave and Commencement of Leave

- (a) Subject to subclauses (3) and (6) hereof, the period of maternity leave shall be for an unbroken period of from 12 to 52 weeks and shall include a period of six weeks' compulsory leave to be taken immediately before the presumed date of confinement and a period of six weeks' compulsory leave to be taken immediately following confinement.
- (b) An employee shall, not less than 10 weeks prior to the presumed date of confinement, give notice in writing to her employer stating the presumed date of confinement.
- (c) An employee shall give not less than four weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave, stating the period of leave to be taken.
- (d) An employee shall not be in breach of this order as a consequence of failure to give the stipulated period of notice in accordance with paragraph (c) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

(3) Transfer to a Safe-Job

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

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

(4) Variation of Period of Maternity Leave

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

(5) Cancellation of Maternity Leave

- (a) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.
- (b) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated

by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

(6) Special Maternity Leave and Sick Leave

- (a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then -
  - (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, or
  - (ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.
- (b) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed 52 weeks.
- (c) For the purposes of subclauses (7), (8) and (9) hereof, maternity leave shall include special maternity leave.
- (d) An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (3), to the position she held immediately before such transfer.

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

(7) Maternity Leave and Other Leave Entitlements

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

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

(8) Effect of Maternity Leave on Employment

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

(9) Termination of Employment

- (a) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this award.

- (b) An employer shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.
- (10) Return to Work After Maternity Leave
- (a) An employee shall confirm her intention of returning to her work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.

#### 18. - PUBLIC HOLIDAYS

- (1) (a) The following days or the days observed in lieu shall, subject as hereinafter provided be allowed as holidays without deduction of pay namely, New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, 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 the subclause.
- (b) When any of the days mentioned in paragraph (a) hereof falls on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday, and when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday. In each 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) Whenever any of the days referred to in subclause (1)(a) hereof falls on an employee's ordinary working day and the employee is not required to work on such a day, the employee shall be paid for the ordinary hours the employee would have worked on such day had it not been a holiday. Where an employee's rostered day off coincides with any of the holidays referred to in subclause (1)(a) hereof, such employee shall receive one day's additional pay at ordinary rates from the employer.
- (3) Any employee required to work on a holiday shall be paid for the time worked at the rate of double time and one half.
- (4) When an employee is off duty owing to leave without pay, any holiday falling during such absence shall not be treated as a paid holiday. Where the employee is on duty or is available on the whole of the working day immediately preceding a holiday or resumes duty or is available on the whole of the working day immediately following a holiday, as prescribed in this clause, the employee shall be entitled to a paid holiday on all such holidays.
- (5) Whereas -
- (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.

#### 19. - ANNUAL LEAVE

- (1) Except as hereinafter provided, a period of four consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to an employee by the employer after a period of twelve months' continuous service with such employer.
- (2) "Ordinary wages" for an employee shall mean the rate of wage including service pay the employee has received for the greatest proportion of the calendar month prior to his taking the leave.

- (3) If any award holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid.
- (4) If after one month's continuous service in any qualifying twelve monthly period an employee lawfully terminates his/her employment or the employment is terminated by the employer through no fault of the employee, the employee shall be paid 2.92 hours' pay at the ordinary rate of wage in respect of each completed week of continuous service in that qualifying period.
- (5) In addition to any payment to which the employee may be entitled under subclause (4) of this clause, an employee whose employment terminates after he/she has completed a twelve monthly qualifying period and who has not been allowed leave prescribed under this award in respect of that qualifying period, shall be given payment in lieu of that leave unless:-
  - (a) the employee has been justifiably dismissed for misconduct; and
  - (b) the misconduct for which the employee has been dismissed occurred prior to the completion of that qualifying period.
- (6) An employee may be rostered off and granted annual leave with payment of ordinary wages as prescribed prior to having completed a period of twelve months' continuous service, in which case should the services of such employee terminate or be terminated prior to the completion of twelve months' continuous service, the said employee shall refund to the employer the difference between the amount received for wages in respect of the period of their annual leave and the amount which would have accrued to the employee by reason of the length of service up to the date of the termination of their services.
- (7)
  - (a) Subject to subclause (3) of this clause, when computing the annual leave due under this clause, no deduction shall be made from such leave in respect of the period that an employee is on annual leave and/or holidays. Provided that no deduction shall be made for any approved period an employee is absent from duty through sickness, with or without pay, unless the absence exceeds three calendar months, in which case deduction may be made for such excess only.
  - (b) Approved periods of absence from work caused through accident sustained in the course of employment shall not be considered breaks in continuity of service, but the first six months only of any such period shall count as service for the purpose of computing annual leave.
- (8) When work is closed down for the purpose of allowing annual leave to be taken, employees with less than a full year's service shall only be entitled to payment during such period for the number of days' leave due to them. Provided that nothing herein contained shall deprive the employer's right to retain such employees during the close down period as may be required.
- (9) Employees regularly working for the Government north of south latitude 26 shall be paid 1 (one) week additional leave per year and allowed to accumulate annual leave for two years, subject to the convenience of the Department. Such employees who proceed to Fremantle and Geraldton during the period of such leave shall be allowed once in each two years reasonable travelling time on the forward and return journeys between the place of their employment and either of the said ports.
- (10) The annual leave prescribed in subclause (1) of this clause may with the consent of the employee and the employer be taken in two portions provided that no portion shall be less than two consecutive weeks

#### Annual Leave Loading

- (11) During the period of annual leave an employee shall receive a loading calculated on the rate of wage prescribed by subclause (2) hereof. This loading shall be 17-1/2 per cent provided that in no case shall the loading for four weeks' leave exceed the amount set out in the Commonwealth Bureau of Census and Statistics publication for "Average Weekly Earnings per Male Employed Unit" in W.A. for the September quarter immediately preceding the date of accrual of such leave.

The loading prescribed by this subclause shall not apply to proportionate leave on termination.

#### 20. - LONG SERVICE LEAVE

The conditions governing the granting of Long Service Leave to government wages employees generally shall apply to employees covered by this award.

#### 21. - PAYMENT OF WAGES

- (1)
  - (a) The employer may elect to pay employees 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 employee's account shall be deemed to be the date of payment.
  - (b) Payment shall be made within three working days from the last day of the pay period and if in cash or by cheque shall be made during the employee's ordinary working hours.
  - (c) No employer shall change its method of payment to employees without first giving them at least four weeks' notice of such change.
  - (d) No employee shall be required to accept a change in the method of payment if such change causes hardship. Any dispute concerning hardship in a particular case shall be referred to the Industrial Relations Commission.
- (2)
  - (a) The employer may elect to pay employees weekly or fortnightly in accordance with subclause (1) of this clause.
  - (b) No employer shall change the frequency of payment to employees without first giving them and the Union 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 deduction 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 Union and employer.
- (3) For the purpose of effecting the rostering off of workers as provided by this award, such wages may be either for the actual hours worked each week; or an amount being the calculated weekly average of the wages accruing over the two or three or four as the case may be, consecutive weekly period.
- (4) An employee who lawfully terminates their employment or is dismissed by the employer for reasons other than misconduct, shall be paid all wages due to them by the employer on the day of termination of employment
- (5) At the time of being paid, each employee shall be issued with a statement by the employer showing the gross wages and allowances due to them and all deductions made therefrom.

#### 22. - WAGES

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

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

- (1)

(a) Classifications:		Base Rate (per week) \$	Arbitrated Safety Net Adjustments (per week) \$	Total Award Rate (per week) \$
(1)	Chef	351.20	203.00	554.20
(2)	Qualified Cook	325.40	203.00	528.40
(3)	Cook Employed Alone	307.90	203.00	510.90
(4)	Other Cooks	304.60	203.00	507.60
(5)	Bar Attendant	307.40	203.00	510.40
(6)	Waiter/Waitress	300.20	203.00	503.20
(7)	Steward/Stewardess	300.20	203.00	503.20
(8)	Cashier	307.40	203.00	510.40
(9)	Counterhand	300.20	203.00	503.20
(10)	Tea Attendant	297.20	203.00	500.20
(11)	Kitchenhand	297.20	203.00	500.20
(12)	General Hand	297.20	203.00	500.20

(b) Arbitrated Safety Net Adjustments

- (i) The rates of pay in this award include arbitrated safety net adjustments available since December 1993, under the Arbitrated Safety Net Adjustment Principle.

These arbitrated safety net adjustments may be offset against any equivalent amount in the rate of pay received by employees since 1 November 1991 above the rate prescribed in the Award, except where such absorption is contrary to the terms of an industrial agreement.

Increases in rates of pay otherwise made under the State Wage Case Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

- (2) In addition to the above wage rates service pay will be paid for each year of service at the following rates per week:

	\$
Year 1	76.60
Year 2	83.60
Year 3 and thereafter	89.80

- (3) Leading Hands -

An employee (other than a Chef) who is appointed and placed in charge of other employees by the employer shall be paid the following rates in addition to his or her normal wage per week:-

	\$
(a) If placed in charge of less than six employees	12.80
(b) If placed in charge of six to ten employees	17.10
(c) If placed in charge of 11 to 20 employees	19.70
(d) If placed in charge of more than 20 employees	33.00

- (1) Any employee required to serve on a jury shall as soon as possible after being summoned to serve, notify the employer. The summons to serve must be produced when making an application to obtain this leave.
- (2) Any employee required to serve on a jury shall be granted by the employer leave of absence without loss of pay, but only for such a period as is required to enable the employee to carry out his/her duties as a juror.
- (3) An employee granted leave of absence on full pay as prescribed in subclause (2) of this clause is not entitled to retain any juror's fees but shall pay all fees received to the employer.

#### 24. - APPRENTICES

- (1) Apprentices may be taken to the trade of cooking in the ratio of one apprentice for every one qualified cook 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 week) expressed as a percentage of the "Tradesman's Rates" -
 

(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)	Third Year Term -	%
	First year	55
	Second year	75
	Third year	88
(d)	For the purposes of this subclause the term "Tradesman's Rate" means the total rate payable to a "Qualified Cook", as prescribed in Clause 22. - Wages, of this award.	

#### 25. - BAR WORK

Any employee other than a Bar Attendant, who in addition to their normal duties is required to dispense liquor from a bar, shall be paid a flat rate of 99 cents per day in addition to the rate prescribed for such normal duties.

#### 26. - HIGHER DUTIES

- (1) Any employee performing work for two or more hours in any day on duties carrying a higher prescribed rate of wage than that in which they are engaged, shall be paid the higher wage for the time so employed, provided that where an employee is engaged for more than half of one day or shift on duties carrying a higher rate the employee shall be paid the higher rate for such day or shift.

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

#### 27. - UNIFORMS AND LAUNDERING

Where uniforms are required to be worn by the employer they shall be supplied and laundered by the employer and remain the property of the employer, provided that in lieu of the employer laundering same, the employee shall be paid \$3.60 per week for such laundering. Provided further that any employee employed as a Cook shall be paid \$5.25 per week for laundering.

#### 28. - PROTECTIVE CLOTHING

- (1) Employees who are required to wash dishes, 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 an allowance of \$1.63 per week in lieu.
- (2) Where the conditions of work are such that employees 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 employees are unable to avoid their feet becoming wet, they shall be supplied by the employer free of charge with suitable protective footwear.
- (4) All articles supplied shall remain the property of the employer and shall be returned when required, in good order and condition, fair wear and tear excepted.
- (5) Where any of the above protective equipment is provided the employee shall use the equipment for the purpose for which it is intended.

#### 29. - EMPLOYEE'S 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 their duties, shall be supplied by the employer free of charge.

Provided that where an employee is required by the employer to use his own knives he shall be paid an allowance of \$9.30 per week.

#### 30. - TRAVELLING FACILITIES

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

#### 31. - RECORD

- (1) The employer shall keep, or cause to be kept, a time and wages record wherein shall be entered the following information: .

- (a) The full name, and occupation of each employee employed and whether the employee is being employed on a full-time, part-time or casual contract of service;
  - (b) The time each employee commences and finishes work each day, including any breaks in shift;
  - (c) The number of hours worked each day by each employee and the total hours worked each pay period;
  - (d) The wages and (if any) overtime and allowances paid to each employee each pay period;
  - (e) The age of any employee employed on junior rates of pay.
- (2) The record shall be open for inspection to a duly accredited representative of the union during ordinary office hours. Such representative shall be permitted time to inspect the record and, if he requires shall be allowed to take any extract or copy of any of the information contained in the record.

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

#### 32. - ROSTER

- (1) A roster of the working hours of each employee shall be exhibited in such place by the employer so as it may be conveniently and readily seen by each employee.
- (2) Such roster shall show:
  - (a) the name and occupation of each employee;
  - (b) the hours to be worked by each employee each day and the breaks in shift to be taken.
- (3) The roster shall be open for inspection to a duly accredited representative of the union at such time as the "record" is so open for inspection.
- (4) Such rosters shall be drawn up in such a manner as to show the working hours of each employee for at least one week in advance of the date of the roster and may only be altered on account of the sickness of an employee, or by mutual consent between the employee and the employer concerned.
- (5) In addition to the roster of working hours as prescribed by subclauses (1)-(4) of this clause, a roster of working days and rostered days off for each employee shall be maintained by the employer and exhibited in such a place so as it may be conveniently and readily seen by each employee. Such a roster shall show working days and rostered day off at least four weeks in advance and shall only be varied at the request of an employee with respect to whom the variation is sought.

#### 33. - CHANGE AND REST ROOMS

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

#### 34. - FIRST AID KIT

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

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

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

Provided that nothing in this subclause shall empower a duly accredited official of the union to enter any part of the premises of the employer, pursuant to this subclause, unless the employer is the employer or former employer of a member of the Union.

#### 36. - DELETED

#### 37. - BREAKDOWNS

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

#### 38. - DISTRICT ALLOWANCE

- (1) For the purposes of this clause the following terms shall have the following meaning:

"Dependant" in relation to an employee means:

- (a) a spouse; or
- (b) where there is no spouse, a child or any other relative resident within the State who relies on the employee for their main support;

who does not receive a district or location allowance of any kind.

"Partial Dependant" in relation to an employee means:

- (a) a spouse; or
- (b) where there is no spouse, a child or any other relative resident within the State who relies on the employee for their main support;

who receives a district or location allowance of any kind less than that applicable to an employee without dependants under any award, agreement or other provision regulating the employment of the partial dependant.

"Spouse" means an employee's spouse including de facto spouse.

"De facto Spouse" means a person of the opposite sex to the employee who lives with the employee as the husband or wife of the employee on a bona fide domestic basis, although not legally married to that person.

- (2) For the purpose of this clause, the boundaries of the various districts shall as described hereunder and as delineated on the plan at subclause (16) of this clause.

District:

1. The area within a line commencing on coast; thence east along latitude 28 to a point north of Tallering Peak; thence due south to Tallering Peak; thence southeast to Mt Gibson and

Burracoppin; thence to a point southeast at the junction of latitude 32 and longitude 119; thence south along longitude 119 to coast.

2. That area within a line commencing on the south coast at longitude 119 then east along the coast to longitude 123; then north along longitude 123 to a point on latitude 30; thence west along latitude 30 to the boundary of No. 1 District.
  3. The area within a line commencing on coast at latitude 26; thence along latitude 26 to longitude 123; thence south along longitude 123 to the boundary of No. 2 District.
  4. The area within a line commencing on the coast at latitude 24; thence east to the South Australian border; thence south to the coast; thence along the coast to longitude 123; thence north to the intersection of latitude 26; thence west along latitude 26 to the coast.
  5. That area of the State situated between the latitude 24 and a line running east from Carnot Bay to the Northern Territory border.
  6. That area of the State north of a line running east from Carnot Bay to the Northern Territory border.
- (3) An employee shall be paid a district allowance at the standard rate prescribed in Column II of subclause (6) of this clause, for the district in which the employee's headquarters is located. Provided that where the employee's headquarters is situated in a town or place specified in Column III of subclause (6), the employee shall be paid a district allowance at the rate appropriate to that town or place as prescribed in Column IV of subclause (6).
- (4) An employee who has a dependant shall be paid double the district allowance prescribed by subclause (3) of this clause for, the district, town or place in which the employee's headquarters is located.
- (5) Where an employee has a partial dependant the total district allowance payable to the employee shall be the district allowance prescribed by subclause (3) of this clause plus an allowance equivalent to the difference between the rate of district or location allowance the partial dependant receives and the rate of district or location allowance the partial dependant would receive if he or she was employed in a full time capacity under the Award, Agreement or other provision regulating the employment of the partial dependant.
- (6) The weekly rate of district allowance payable to employees pursuant to subclause (3) of this clause shall be as follows:

COLUMN I DISTRICT	COLUMN II STANDARD RATE	COLUMN III EXCEPTIONS STANDARD RATE	COLUMN IV RATE
	\$ per week	Town or Place	\$ per week
6	50.40	Nil	Nil
5	41.20	Fitzroy Crossing Halls Creek  Turner River Camp Nullagine  Liveringa (Camballin) Marble Bar Wittenoom  Karratha  Port Hedland	55.40     51.60    48.60  45.10

4	20.70	Warburton Mission	55.90
		Carnarvon	19.50
3	13.10	Meekatharra Mount Magnet Wiluna Laverton Leonora Cue	20.70
2	9.30	Kalgoorlie Boulder	3.10
		Ravensthorpe Norseman Salmon Gums Marvel Loch Esperance	12.40
1	Nil	Nil	Nil

Note: In accordance with subclause (4) of this clause employees with dependants shall be entitled to double the rate of district allowance shown.

The allowances prescribed in this subclause shall operate from the beginning of the first pay period commencing on or after 1 January 1991.

- (7) When an employee is on approved annual recreation leave, the employee shall for the period of such leave, be paid the district allowance to which the employee would ordinarily be entitled.
- (8) When an employee is on long service leave or other approved leave with pay (other than annual recreational leave), the employee shall only be paid district allowance for the period of such leave if the employee, dependants or partial dependants remain in the district in which the employee's headquarters is situated.
- (9) When an employee leaves his or her district on duty, payment of any district allowance to which the employee would ordinarily be entitled shall cease after the expiration of two weeks unless the employee's dependant/s or partial dependant/s remain in the district or as otherwise approved by the employer.
- (10) Except as provided in subclause (9) of this clause, a district allowance shall be paid to any employee ordinarily entitled thereto in addition to reimbursement of any travelling transfer or relieving expenses or camping allowance.
- (11) Where an employee whose headquarters is located in a district in respect of which no allowance is prescribed in subclause (6) of this clause, is required to travel or temporarily reside for any period in excess of one month in any district or districts in respect of which such allowance is so payable, the employee shall be paid for the whole of such period a district allowance at the appropriate rate pursuant to subclauses (3), (4) or (5) of this clause, for the district in which the employee spends the greater period of time.
- (12) When an employee is provided with free board and lodging by the employer or a Public Authority the allowance shall be reduced to two-thirds of the allowance the employee would ordinarily be entitled to under this clause.
- (13) An employee who is employed on a part-time basis shall be entitled to district allowance on a pro-rata basis. The allowance shall be determined by calculating the hours worked by the employee as a

proportion of the full-time hours prescribed by the Award under which the employee is employed. That proportion of the appropriate district allowance shall be payable to the employee.

- (14) An employee who immediately prior to the 1st day of July, 1988 was in receipt of district allowance at a rate which was greater than the amount to which the employee is entitled under this clause shall have the difference reduced in accordance with the following:
- (i) As from the first pay period commencing on or after July 1, 1988 the difference shall be reduced by thirty-three and one third (33 1/3%) per cent; and
  - (ii) As from the first pay period commencing on or after January 1, 1989 the difference remaining between the amount being paid pursuant to (i) above and that to which the employee is otherwise entitled under this clause shall be reduced by fifty (50%) per cent; and
  - (iii) As from the first pay period commencing on or after July 1, 1989 payment shall be in accordance with the employee's entitlement under this clause.
- (15) The rates expressed in subclause (6) of this clause shall be adjusted every twelve (12) months ending on December 31 in accordance with the official "Consumer Price Index" for Perth as published by the Australian Bureau of Statistics.
- The adjustment of rates shall be effective from the beginning of the first pay period to commence on or after the first day of January each year.
- (16) Plan - District Allowance Boundaries

### 39. - GRIEVANCE PROCEDURES

It is the intention of this Agreement to eliminate disputes which are liable to cause stoppages for work and loss of earnings and it is agreed between the parties that every endeavour will be made to amicably settle any disputes which may arise.

- (1) (a) Where any grievance, dispute or claim arises an employee is entitled to raise the matter with the appropriate Manager.
- (b) If a resolution of the grievance, dispute or claim is not achieved under subclause (1)(a) hereof, the employee concerned may refer the matter to his/her union representative who will discuss it with the Manager. At this point all disputes and replies must be recorded in the Record of Grievance book by the Manager or Union Representative and signed by both the parties. The Union Representative shall receive a copy.
- (c) If the matter is not satisfactorily resolved at subclause (1)(b) the Union Representative may discuss the matter with Senior Management or other officer nominated by the Manager to deal with such matters. Further comments should be added to the Record of Grievance Book when appropriate.
- (d) If the matter is not resolved by the foregoing discussions the Union Representative shall notify his/her union and shall thenceforth leave the conduct of negotiations in the hands of the union. (The Union Representative may be employed by the union to continue negotiations).
- (e) Where a matter has been referred to the union by the Union Representative the union shall promptly take all steps necessary under its rules and under the Industrial Relations Act for the resolution of this matter. Prior to raising the matter with the Industrial Relations Commission, the Union shall contact the Department's or Authority's, industrial relations branch, to try and resolve the dispute.
- (2) (a) Where any grievance, dispute or claim arises, the employer is entitled to raise the matter with the appropriate employees.

- (b) If a resolution of the grievance, dispute or claim is not achieved under subclause (2)(a) the employer shall refer the matter to the Union Representative.
  - (c) The Union Representative may discuss with the employee any grievance referred to him/her by the employer, and if the matter is not satisfactorily resolved, he/she may discuss the matter with the union.
  - (d) If the matter is not resolved by the foregoing discussions the shop steward shall notify his/her union and shall thenceforth leave the conduct and negotiations in the hands of the union. (The Union Representative may be empowered by the union to continue negotiations).
  - (e) Where a matter has been referred to the union by the Union Representative, the union shall promptly take the steps necessary under its rules and the Industrial Relations Act for a resolution of the matter.
- (3) Where any dispute cannot be resolved by negotiation or conciliation between the parties it is agreed that either party may refer the matter to the Western Australian Industrial Relations Commission.
  - (4) Initial replies to all written grievances and disputes must be given within 24 hours.

#### 40. - LEAVE TO ATTEND UNION BUSINESS

- (1) The employer shall grant paid leave during working hours to an employee:
  - (a) who is required to give evidence before any Industrial Tribunal;
  - (b) who as a Union-nominated representative is required to attend negotiations and/or conferences between the Union and the employer.
  - (c) when prior agreement between the Union and the employer has been reached for the officer to attend official Union meetings preliminary to negotiations or industrial hearings;
  - (d) who as a Union-nominated representative is required to attend joint Union/management consultative committees or working parties.
- (2) The granting of leave pursuant to paragraph (a) of this subclause shall only be approved:
  - (a) where an application for leave has been submitted by an employee a reasonable time in advance;
  - (b) for the minimum period necessary to enable the Union business to be conducted or evidence to be given;
  - (c) for those employees whose attendance is essential;
  - (d) when the operation of the organisation is not being unduly affected and the convenience of the employer is not impaired.
- (3)
  - (a) A leave of absence provided under this clause will be granted at the ordinary rate of pay;
  - (b) the employer shall not be liable for any expenses associated with an employee attending the Union office on business;
  - (c) leave of absence provided under this clause shall include any necessary travelling time in normal working hours.
- (4)
  - (a) Nothing in this clause shall diminish the existing arrangements relating to the granting of paid leave for Union business.

- (b) The provisions of this clause shall not apply to special arrangements made between the parties which provide for unpaid leave for employees to conduct Union business.
- (5) The provisions of this clause shall not apply when an employee is absent from work without the approval of the employer.

41. - DELETED

42. - TRADE UNION TRAINING LEAVE

- (1) Subject to the provisions of this clause:
  - (a) The employer shall grant paid leave of absence to employees who are nominated by their Union to attend short courses conducted by the Australian Trade Union Training Authority.
  - (b) Paid leave of absence shall also be granted to attend similar courses or seminars as from time to time approved by agreement between the parties.
- (2) An employee shall be granted up to a maximum of five days' paid leave per calendar year for trade union training or similar courses or seminars as approved. However, leave of absence in excess of five days and up to ten days may be granted in any one calendar year provided that the total leave being granted in that year and in the subsequent year does not exceed ten days.
- (3)
  - (a) Leave of absence will be granted at the ordinary rate of pay and shall not include shift allowances, penalty rates or overtime.
  - (b) Where a public holiday or rostered day off (including a rostered day off as a result of working a 38 hour week) falls during the duration of a course, a day off in lieu of that day will not be granted.
- (4) Subject to subclause (3) of this clause shift workers attending a course shall be deemed to have worked the shifts they would have worked had leave not been taken to attend the course.
- (5) The granting of leave pursuant to the provisions of subclause (1) of this clause is subject to the operation of the organisation not being unduly affected and to the convenience of the employer.
- (6)
  - (a) Any application by an employee shall be submitted to the employer for approval at least four weeks before the commencement of the course, provided that the employer may agree to a lesser period of notice.
  - (b) All applications for leave shall be accompanied by a statement from the relevant Union indicating that the employee has been nominated for the course. The application shall provide details as to the subject, commencement date, length of course, venue and the Authority which is conducting the course.
- (7) A qualifying period of 12 months in government employment shall be served before an employee is eligible to attend courses or seminars of more than one-half day duration. An employer may, where special circumstances exist, approve an application to attend a course or seminar where an employee has less than 12 months' government service.
- (8)
  - (a) The employer shall not be liable for any expenses associated with an employee's attendance at trade union training courses.
  - (b) Leave of absence granted under this clause shall include any necessary travelling time in normal working hours immediately before or after the course.

#### 43. - PAID LEAVE FOR ENGLISH LANGUAGE TRAINING

- (1) Leave during normal working hours without loss of pay shall be granted to employees from a non-English speaking background, who are unable to meet standards of communication to advance career prospects, or who constitute a safety hazard or risk to themselves and/or fellow workers, or are not able to meet the accepted production requirements of that particular occupation or industry, to attend English training conducted by an approved and authorised Authority. The selection of employees for training will be determined by consultation between the employer and the appropriate Union(s).
- (2) Leave will be granted to enable employees selected to achieve an acceptable level of vocational English proficiency. In this respect the tuition content with specific aims and objectives incorporating the pertinent factors at subclause (3) hereof shall be agreed between the employer, the Union(s), and the Adult Migrant Education Service or other approved Authority conducting the training.
- (3) Subject to appropriate needs assessment participation in training will be on the basis of minimum of 100 hours per employee per year.

The agreed desired proficiency level will take account of the vocational needs of an employee in respect of communication, safety, welfare, and productivity within his/her current position as well as those positions to which he/she may be considered for promotion or redeployment. It will also take account of issues in relation to training, retraining and multi-skilling, award restructuring, industrial relations and safety provisions, and equal opportunity employment legislation.

#### 44. - ENTERPRISE FLEXIBILITY

- (1) Employers and employees covered by this award may establish/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) To facilitate this process, each enterprise or workplace shall establish consultative mechanisms and procedures appropriate to the organisation comprising representatives of the employer and the employees.
- (3) Employees may seek advice from, or request to be represented by, the union party to this award during the negotiations.
- (4) 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.
- (5) 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.
- (6) The union shall not unreasonably oppose the application to vary the award to give effect to the terms of the agreement.
- (7) 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.
- (8) 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) that the award variation necessitated by the agreement meets the requirements of the Industrial Relations Act, 1979 and relevant Wage Fixing Principles.
- (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.

#### APPENDIX - RESOLUTION OF DISPUTES REQUIREMENTS

- (1) This Appendix is inserted into the award/industrial agreement as a result of legislation which came into effect on 16 January 1996 (Industrial Relations Legislation Amendment and Repeal Act 1995) and further varied by legislation which came into effect on 23 May 1997 (Labour Relations Legislation Amendment Act 1997).
- (2) Any dispute or grievance procedure in this award/industrial agreement shall also apply to any questions, disputes or difficulties which may arise under it.
- (3) With effect from 22 November 1997 the dispute or grievance procedures in this award/industrial agreement is hereby varied to include the requirement that persons involved in the question, dispute or difficulty will confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Commission.

SCHEDULE A - NAMED UNION PARTY

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

SCHEDULE B - RESPONDENTS

The Minister for Primary Industry  
The Minister for Community Development  
The Minister for Education  
The Minister for Health  
The Minister for Labour Relations  
The Minister for Lands  
The Minister for Environment  
The Minister for Police  
The Minister for Planning  
The Minister for Transport  
The Minister for Works  
The Minister for Water Resources  
The Minister for Aboriginal Affairs  
The Attorney General  
Commissioner for Main Roads  
The State Government Printer  
State Government Insurance Commission  
Western Australian Fire Brigades Board  
Western Australian Museum Board

APPENDIX - S.49B - INSPECTION OF RECORDS REQUIREMENTS

- (1) Where this award, order or industrial agreement empowers a representative of an organisation of employees party to this award, order or industrial agreement to inspect the time and wages records of an employee or former employee, that power shall be exercised subject to the Industrial Relations (General) Regulations 1997 (as may be amended from time to time) and the following:
- (a) The employer may refuse the representative access to the records if: -
    - (i) the employer is of the opinion that access to the records by the representative of the organisation would infringe the privacy of persons who are not members of the organisation; and
    - (ii) the employer undertakes to produce the records to an Industrial Inspector within 48 hours of being notified of the requirement to inspect by the representative.
  - (b) The power of inspection may only be exercised by a representative of an organisation of employees authorised for the purpose in accordance with the rules of the organisation.
  - (c) Before exercising a power of inspection, the representative shall give reasonable notice of not less than 24 hours to an employer.

VARIATION RECORD

CATERING EMPLOYEES, AND TEA ATTENDANTS (GOVERNMENT) AWARD, 1982

(NO. A 34 OF 1981)

Delivered 16/12/82 at 63 WAIG 24

Varied and Consolidated 949/90 13/05/91 at 71 WAIG 1446

<b>CLAUSE NO.</b>	<b>EXTENT OF VARIATION</b>	<b>ORDER NO.</b>	<b>OPERATIVE DATE</b>	<b>GAZETTE REFERENCE</b>
<b>1. Title</b>				
(1A. State Wage Principles)				
	Ins. Cl.	1752/91	31/01/92	72 WAIG 191
	Cl. & Title	1457/93	24/12/93	74 WAIG 198
(1A. State Wage Principles December 1993)				
	Cl. & Title	985/94	30/12/94	75 WAIG 23
(1A. Statement of Principles December 1994)				
	Cl. & Title	1164/95	21/03/96	76 WAIG 911
(1A. Statement of Principles March 1996)				
	Cl & Title	915/96	7/08/96	76 WAIG 3368
(1A Statement of Principles - August 1996)				
	Cl & Title	940/97	14/11/97	77 WAIG 3177
(1A. Statement of Principles - November 1997)				
	Cl & Title	757/98	12/06/98	78 WAIG 2579

(1A. Statement of Principles – June, 1998)

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

Ins. 1B	940/97	14/11/97	77 WAIG 3177
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Cl.	1208/98	23/10/98	78 WAIG 4326
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Min wage & text	609/99	01/08/99	79 WAIG 1847
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Cl	654/00	01/08/00	80 WAIG 3379
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Cl;	752/01	01/08/01	81 WAIG 1721
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Cl.	797/02	01/08/02	82 WAIG 1369
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Cl.	569/03	5/06/03	83 WAIG 1899 & 2040
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(9)	1197/03	1/11/03	83 WAIG 3537
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Cl	570/04	4/06/04	84 WAIG 1521
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Cl.	576/05	07/07/05	85 WAIG 2083 & 2221
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Cl.	957/05	07/07/06	86 WAIG 1631 & 1757
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**2. Arrangement**

Cl.	482 1259/91	& 11/09/91	71 WAIG 2884
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Ins. 1A	1752/91	31/01/92	72 WAIG 191
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Del. Schedule of Resp. Ins.Schedule A & Schedule B	1527/93	24/12/93	74 WAIG 141
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1A. Title	1457/93	24/12/93	74 WAIG 198
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1A. Title	985/94	30/12/94	75 WAIG 23
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1A. Title	1164/95	21/03/96	76 WAIG 911
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Ins. Appendix – Resolution...	693/96	16/07/96	76 WAIG 2768
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1A. Title	915/96	7/08/96	76 WAIG 3368
Ins. 44	1010/96	26/09/96	76 WAIG 4291
Ins. Appendix – S.49B...	694/96	16/07/96	76 WAIG 2789
1A	940/97	14/11/97	77 WAIG 3177
Ins. 1B	940/97	14/11/97	77 WAIG 3177
41 Title	2053(2)/97	22/11/97	77 WAIG 3171
1A	757/98	12/06/98	78 WAIG 2579
Del. 1A.	609/99	06/07/99	79 WAIG 1847

### **3. Area**

### **4. Scope**

### **5. Term**

### **6. Definitions**

Ins. (8)	482 1259/91	& 11/09/91	71 WAIG 2884
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### **7. Contract of Service**

### **8. Hours**

### **9. Additional Rates for Ordinary Hours**

Ins. (3);(4);(5)&(6)	482 1259/91	& 11/09/91	71 WAIG 2884
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(1) & (2)	1208/98	23/10/98	78 WAIG 4326
(1) & (2)	741/00	14/03/01	81 WAIG 843
(1) & (2)	1030/01	07/01/02	82 WAIG 251
(1) & (2)	1005/02	28/01/03	83 WAIG 646
(1) & (2)	663/03	11/03/05	85 WAIG 1122
(1) & (2)	79/06	21/02/07	87 WAIG 361

#### **10. Overtime**

#### **11. Casual Employees**

#### **12. Part-Time Employees**

(1) & (2)	482 1259/91	& 11/09/91	71 WAIG 2884
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#### **13. Meal Breaks**

#### **14. Meal Money**

Cl.	1208/98	23/10/98	78 WAIG 4326
Rate	741/00	14/03/01	81 WAIG 843
Cl.	1030/01	07/01/02	82 WAIG 251
Cl.	1005/02	28/01/03	83 WAIG 646
Cl.	663/03	11/03/05	85 WAIG 1122
Cl.	79/06	21/02/07	87 WAIG 361

#### **15. Sick Leave**

**16. Compassionate Leave**

**17. Maternity Leave**

**18. Public Holidays**

**19. Annual Leave**

**20. Long Service Leave**

**21. Payment of Wages**

**22. Wages**

(1)(2)	359/95	23/02/96	76 WAIG 709
(1)	1010/96	26/09/96	76 WAIG 4291
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
Cl.	1208/98	23/10/98	78 WAIG 4326
(1)(a) rates, (b)(i) ins. Text	609/99	01/08/99	79 WAIG 1847
Cl	654/00	01/08/00	80 WAIG 3379
(2) & (3)	741/00	14/03/01	81 WAIG 843
Cl	752/01	01/08/01	81 WAIG 1721
(2) & (3)	1030/01	07/01/02	82 WAIG 251
(1)(a)	797/02	01/08/02	82 WAIG 1369
(2) & (3)	1005/02	28/01/03	83 WAIG 646

Cl.	569/03	5/06/03	83 WAIG 1899 & 2041
Cl	570/04	4/06/04	84 WAIG 1521 & 1623
(2) & (3)	663/03	11/03/05	85 WAIG 1122
Cl.	576/05	07/07/05	85 WAIG 2083 & 2221
Cl.	957/05	07/07/06	86 WAIG 1631 & 1757
(2) & (3)	79/06	21/02/07	87 WAIG 361

(23. Tea Attendants)

Cl. & title	482 1259/91	& 11/09/91	71 WAIG 2884
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**23. Jury Service**

**24. Apprentices**

(1)	482 1259/91	& 11/09/91	71 WAIG 2884
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**25. Bar Work**

Cl.	1208/98	23/10/98	78 WAIG 4326
Rate	741/00	14/03/01	81 WAIG 843
Cl.	1030/01	07/01/02	82 WAIG 251
Cl	1005/02	28/01/03	83 WAIG 646
Cl	663/03	11/03/05	85 WAIG 1122
Cl.	79/06	21/02/07	87 WAIG 361

**26. Higher Duties**

## 27. Uniforms and Laundering

Cl.	1208/98	23/10/98	78 WAIG 4326
Cl.	741/00	14/03/01	81 WAIG 843
Cl.	1030/01	07/01/02	82 WAIG 251
Cl	1005/02	28/01/03	83 WAIG 646
Cl	663/03	11/03/05	85 WAIG 1122
Cl.	79/06	21/02/07	87 WAIG 361

## 28. Protective Clothing

Ins. (5)	482 1259/91	& 11/09/91	71 WAIG 2884
(1)	1208/98	23/10/98	78 WAIG 4326
(1).	741/00	14/03/01	81 WAIG 843
(1)	1030/01	07/01/02	82 WAIG 251
(1)	1005/02	28/01/03	83 WAIG 646
(1)	663/03	11/03/05	85 WAIG 1122
(1)	79/06	21/02/07	87 WAIG 361

## 29. Employee's Equipment

Cl.	1208/98	23/10/98	78 WAIG 4326
Cl.	741/00	14/03/01	81 WAIG 843
Cl.	1030/01	07/01/02	82 WAIG 251
Cl	1005/02	28/01/03	83 WAIG 646
Cl	663/03	11/03/05	85 WAIG 1122

Cl.	79/06	21/02/07	87 WAIG 361
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**30. Travelling Facilities**

**31. Record**

(2) Ins text.	491/98	16/04/98	78 WAIG 1563
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**32. Roster**

**33. Change and Rest Rooms**

**34. First Aid Kit**

**35. Posting of Award and Union Notices**

Ins.Txt	2053(1)/97	22/11/97	77 WAIG 3138
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**(36. Under Rate Employees)**

Deleted	482 1259/91	& 11/09/91	71 WAIG 2884
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**36. Deleted**

**37. Breakdowns**

**38. District Allowance**

Ins. (16)	482 1259/91	& 11/09/91	71 WAIG 2884
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**39. Grievance Procedures**

**40. Leave to Attend Union Business**

(41. Deduction of Union Subscriptions)

Cl & Title	2053(2)/97	22/11/97	77 WAIG 3171
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**41. Deleted**

**42. Trade Union Training Leave**

**43. Paid Leave for English Language Training**

**44. Enterprise Flexibility**

Ins. Cl.	1010/96	26/09/96	76 WAIG 4291
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**Appendix - Resolution of Disputes Requirements**

Ins. Appendix	693/96	16/07/96	76 WAIG 2768
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App	2053/97	22/11/97	77 WAIG 3079
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**Schedule A - Named Union Party**

Ins. Schedule	1527/93	24/12/93	74 WAIG 141
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Sch.	741/00	14/03/01	81 WAIG 843
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(Schedule of Respondents)

Sch.	1324/93	25/10/93	73 WAIG 2979
Re-title Schedule	1527/93	24/12/93	74 WAIG 141

**Schedule B - Respondents**

Delete Resp	76/80 Pt 176	26/05/98	79 WAIG 2021
Del. Resp	76/80 Pt 249	08/07/99	79 WAIG 2021
Sch.	741/00	14/03/01	81 WAIG 843

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

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