

Clerks' (Hotels, Motels and Clubs) Award 1979

1. - TITLE

This award shall be known as the "Clerks' (Hotels, Motels and Clubs) Award 1979" and replaces Award No. 14A of 1968.

1B. - MINIMUM ADULT AWARD WAGE

- (1) No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.
- (2) The minimum adult award wage for full-time employees aged 21 or more working under an award that provides for a 38-hour week is \$779.00 per week.

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

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

- (3) The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case Decisions.
- (4) Unless otherwise provided in this clause adults aged 21 or more employed as casuals, part-time employees or piece workers or employees who are remunerated wholly on the basis of payment by result, shall not be paid less than pro rata the minimum adult award wage according to the hours worked.
- (5) Employees under the age of 21 shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award (if applicable) to the minimum adult award wage, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.
- (6) The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or government approved work placement programs or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.
- (7) Liberty to apply is reserved in relation to any special category of employees not included here or otherwise in relation to the application of the minimum adult award wage.
- (8) Subject to this clause the minimum adult award wage shall –
 - (a) Apply to all work in ordinary hours.
 - (b) Apply to the calculation of overtime and all other penalty rates, superannuation, payments during any period of paid leave and for all purposes of this award.
- (9) Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2021 State Wage order decision. Any increase arising from the insertion of the minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent

awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

(10) Adult Apprentices

- (a) Notwithstanding the provisions of this clause, the minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for a 38-hour week is \$665.60 per week.
- (b) The minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for other than a 38-hour week is calculated as follows: divide \$665.60 by 38 and multiply by the number of ordinary hours prescribed for a full-time apprentice under the award.
- (c) The minimum adult apprentice wage is payable on and from the commencement of the first pay period on or after 1 July 2021.
- (d) Adult apprentices aged 21 years or more employed on a part-time basis shall not be paid less than pro rata the minimum adult apprentice wage according to the hours worked.
- (e) The rates paid in the paragraphs above to an apprentice 21 years of age or more are payable on superannuation and during any period of paid leave prescribed by this award.
- (f) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.

2. - ARRANGEMENT

- 1. Title
- 1B. Minimum Adult Award Wage
- 2. Arrangement
- 2A. No Extra Claims
- 3. Scope
- 4. Area
- 5. Term
- 6. Definitions
- 7. Wages
- 8. Mixed Functions
- 9. Board and Lodging
- 10. Additional Rates for Ordinary Hours
- 11. Hours
- 11A. Casual Employees
- 11B. Part-Time Employees
- 12. Roster
- 13. Overtime
- 14. Meal Allowance
- 14A. Meal Breaks
- 15. Contract of Service
- 16. Certificate of Service
- 17. Holidays
- 18. Annual Leave
- 19. Sick Leave
- 20. Long Service Leave
- 21. Travelling Time

22. Location Allowances
23. Uniforms
24. Record
- 24A. Payment of Wages
25. Right of Entry
26. Union Notices
27. Superannuation
28. Certificate of Age
29. Aged and Infirm Employees
30. Compassionate Leave
31. Maternity Leave
32. Traineeships
33. Award Modernisation (Enterprise Agreements)
34. Breakdowns

Appendix - Resolution of Disputes Requirement
Schedule of Respondents
Schedule - Named Union Party
Appendix - S.49B - Inspection Of Records Requirements

2A. - NO EXTRA CLAIMS

It is a term of this award (arising from the decision of the Commission in Court Session in Application No. 704 of 1991) that the Union will not pursue prior to 30th November 1991 any extra claim, award or overaward, except where consistent with the State Wage Principles.

3. - SCOPE

This award shall apply to all workers employed as clerks in the industry of Hotel, Motel, Club and Service Flats but it shall not apply to any worker who substantially performs duties of a non clerical nature which are covered by an award to which the Federated Liquor and Allied Industries Employees Union of Australia Western Australian Branch, Union of Workers is a party. This award shall not apply to workers in the industrial catering industry.

4. - AREA

The award shall operate within the State of Western Australia excepting that portion of the State within the 20th and 26th parallels of latitude and the 125th and 129th meridian of longitude.

5. - TERM

The term of this award shall be for a period of two years from the beginning of the first pay period commencing after the date hereof.

6. - DEFINITIONS

"Accrued Day Off" shall mean the day, or part of a day, which accrues only to those employees who work their ordinary hours of work pursuant to the provisions of subclause (1)(d)(i) of Clause 11. - Hours of this award.

"Adult" means an employee twenty-one years of age and over, or an employee who is in receipt of the prescribed adult rate of pay.

"Clerk" means any person engaged for or substantially employed on clerical work and without limiting the generality of the term it includes typists, stenographers and telephonists; receptionists and messengers where such

employees do clerical work, and employees employed to operate calculating, billing or other machines designed to perform or assist in performing any clerical work whatsoever.

"Club" for the purposes of this award means employers undertakings described as clubs that provide a service to members in the form of accommodation, or dining and/or liquor facilities.

"Non-Working Day" shall mean 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.

"Ordinary Hours Work Period" shall mean the total number of ordinary hours worked, or deemed to have been worked, on any day.

"Rostered Day Off" shall mean any day (other than a "Non-Working Day" as defined) upon which an employee is not rostered to work any ordinary hours of work provided that an employee's rostered day off shall be a period of twenty-four hours commencing from the completion of an ordinary hours work period.

7. - WAGES

(1) The minimum fortnightly rates of pay for employees covered by this Award shall be as set out in this clause.

(2) Adult Employees (rate per fortnight):

		Base Rate per Fortnight \$	Arbitrated Safety Net Adjustment per Fortnight \$	Total Rate per Fortnight \$
(a)	At 21 years of age	724.10	916.80	1640.90
	At 22 years of age	732.40	918.00	1650.40
	At 23 years of age	739.80	918.90	1658.70
	At 24 years of age	747.70	920.00	1667.70
	At 25 years of age and over	756.70	921.20	1677.90
(b)	Adult stenographers, comptometer or calculating or ledger machine operators shall receive in addition to the rates set out in paragraph (a) of this subclause, the following amount per fortnight. Provided that the allowance shall not be paid to an employee for using a calculator for the purpose of simple arithmetic calculation.			11.30
(c)	Senior Clerks (classified as such or in default of agreement, by a Board of Reference)	768.60	922.70	1691.30

(d) 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.

(3) Junior Employees:

(a) Percentage of the rate for an adult employee at 21 years of age per fortnight -

	%
At 15 years of age	40
At 16 years of age	50

At 17 years of age	60
At 18 years of age	70
At 19 years of age	80
At 20 years of age	90

- (b) Junior stenographers, comptometer or calculating or ledger machine operators shall receive in addition to the rates set out in paragraph (a) of this subclause, the following amounts per fortnight -

	\$
At 17 years of age	1.50
At 18 years of age	2.30
At 19 years of age	5.00
At 20 years of age	6.80

Provided that the allowance shall not be paid to an employee for using a calculator for the purpose of simple arithmetic calculation.

8. - MIXED FUNCTIONS

An employee relieving another employee who is engaged on a higher class of work carrying a higher minimum rate of pay for a period of not less than five working days continuously shall be paid the higher minimum rate appropriate to the position whilst so employed.

9. - BOARD AND 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 week:
- (a) Full board and lodging - 25 per cent of the lowest adult rate.
 - (b) Full board of 21 meals per week - 20 per cent of the lowest adult rate.
 - (c) Full lodging - 5 per cent of the lowest adult rate.
 - (d) The foregoing amounts shall be reduced pro rata for any period less than one week.
 - (e) Notwithstanding the foregoing, any worker who is in receipt of less than the lowest adult rate, shall not have deducted an amount in excess of 60 per cent of the aforesaid rates.
- (2) Mutual consent for the purpose of this clause means a document which the worker has signed agreeing to the board and/or lodging offered by the employer. Such agreement may be cancelled by either party giving seven 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.
- (4) Any dispute in respect to the application of this clause shall be referred to a Board of Reference.

10. - ADDITIONAL RATES FOR ORDINARY HOURS

- (1) An employee who is required to work any ordinary hours prior to 7.00 a.m. or after 7.00 p.m. on any day Monday to Friday both inclusive shall be paid, for each hour or part thereof so worked, an additional hourly rate of \$1.55.

- (2) All ordinary hours worked on a Saturday or a Sunday shall be paid for at the ordinary rate plus 50 per cent.
- (3) The provisions of this clause shall not apply in cases where the provisions of subclause (1)(c) of Clause 17. - Holidays are applicable.

11. - HOURS

- (1)
 - (a) Subject to this clause and except as provided elsewhere in this award, the ordinary hours of work shall be seventy-six per fortnight.
 - (b)
 - (i) The rostered 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.
 - (ii) Where the employer proposes to roster the ordinary hours of work over more than seven consecutive work periods, the employee's agreement shall be obtained.
 - (c)
 - (i) Each ordinary hours work period shall not be less than four nor more than ten ordinary hours, and shall be worked within a spread of shift not exceeding twelve hours.
 - (ii) Where the employer proposes to implement rosters containing work periods of more than eight ordinary hours, the employee's agreement shall be obtained.
 - (d)
 - (i) Notwithstanding the provisions of paragraphs (a), (b) and (c) of this subclause, in establishments where, on 10th January 1991, the ordinary hours of work are worked according to a roster in which:
 - (aa) 152 ordinary hours are worked over 19 days in a four week cycle; or
 - (bb) 76 ordinary hours are worked over 9½ days in a two week cycle;an employee shall, whilst his/her employment continues with the employer under the existing contract of employment, work the ordinary hours of work in accordance with that roster and such roster shall be deemed to comply with the provisions of this clause.
 - (ii) Nothing in this paragraph prevents an employer and an employee from agreeing to work the ordinary hours of work in any other system which is consistent with the provisions of this clause.
- (2) 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 by Clause 10. - Additional Rates for Ordinary Hours or Clause 17. - Holidays according to the actual hours worked in that work period.
- (3) Rostered Days Off shall be so arranged that in each fortnight two of such days shall be consecutive.

11A. - CASUAL EMPLOYEES

- (1) A casual employee shall mean an employee engaged and paid as such, and whose employment may be terminated by the giving of one hour's notice on either side, or the payment or forfeiture, as the case may be, of one hour's pay.
- (2)
 - (a) A casual employee may be employed for periods not exceeding four weeks and, whilst so employed, shall receive 20 per cent in addition to the appropriate ordinary hourly wage rate prescribed by this award with a minimum payment as for four hours for each work period.

- (b) The duration of the casual engagement may be extended to thirteen weeks in the event that the employee is engaged to cover for another employee who is absent on account of long service leave, annual leave, sick leave, injury, or an authorised period of unpaid leave.
- (3) Notwithstanding the provisions of this clause the basis and terms of employment of casual clerks may be varied in any particular case by agreement in writing between the employer and the union.

11B. - PART-TIME EMPLOYEES

- (1) A part-time employee shall mean an employee who, subject to the provisions of Clause 11. - Hours, regularly works twenty or more, but less than seventy-six, ordinary hours per fortnight.
- (2)
 - (a) At the time of engagement the employer and the employee shall agree to the number of ordinary hours to be worked by the employee in each fortnight.
 - (b) Such number of ordinary hours, once agreed, may be varied by either side giving the amount of notice required by Clause 15. - Contract of Service or, upon the employee's request and with the consent of the employer, such notice period may be waived.
- (3) A part-time employee shall receive payment for wages, annual leave, holidays and sick leave on a pro rata basis in the same proportion as the number of hours regularly worked each fortnight bears to 76 hours.

12. - ROSTER

- (1) A roster of the ordinary work hours shall be exhibited in each establishment in such place as it may be conveniently and readily seen by each employee concerned.
- (2) Such roster shall show -
 - (a) the name of each employee; and
 - (b) the hours to be worked by each employee each day.
- (3) The roster shall be open for inspection to a duly accredited representative of the union at such times as the record is so open for inspection in accordance with the provisions of Clause 24. - Record of this award.
- (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 an employee, or by mutual consent between the employee and the employer, or by the employer giving at least one week's notice of such alteration to the employee.

13. - OVERTIME

- (1) Overtime shall mean all work performed outside of the rostered ordinary hours of work or outside the daily spread of shift.
- (2)
 - (a) 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. All overtime worked on a holiday prescribed by this award shall be paid for at the rate of double time and one half.
 - (b) An employee recalled to work overtime after leaving the employer's work establishment shall be paid for at least three hours at the appropriate rate, and time reasonably spent in getting to and from work shall be counted as time worked.

- (3) Overtime may be worked on an "Accrued Day Off" (as defined) subject to an agreement between the employer and the employee. Such overtime shall be paid for at the rate of double time, with a minimum payment of four hours.
- (4) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least eight consecutive hours off duty between successive work periods. An employee (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/she 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/she 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 employee resumes or continues work without having had such eight consecutive hours off duty he/she shall be paid at double rates until he/she is released from duty for such period and he/she shall then be entitled to be absent until he/she has had 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 an employee 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 any employee works overtime continuous with an ordinary hours work period to which the provisions of subclause (2) of Clause 11. - Hours applies, such overtime work shall be paid for at the rates appropriate for the day upon which the overtime work is actually performed.
- (6)
 - (a) By agreement between the employer and an employee, time off during ordinary hours shall be granted instead of payment of overtime pursuant to the provisions of this clause. Such time off shall be calculated in accordance with subclause (2) or, where otherwise appropriate, subclause (8) 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 one month of it being accrued at a time agreed between the employer and the employee.
 - (c) Where such time off in lieu is not taken in accordance with paragraph (b) of this subclause it shall, by agreement between the employer and the employee, be taken in conjunction with a future period of annual leave or the employer shall discharge his obligation to provide time off in lieu by making payment for the accrued time off when the employee's wages are paid at the end of the next pay period.
 - (d) Upon termination of an employee's service with an employer, the employee shall be paid for all accrued time off which remains owing to the employee at the date of termination.
- (7) Notwithstanding anything contained in this award:
 - (a) An employer may require any 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 clause.
- (8) Any employee in receipt of a rate of wage twenty per centum per fortnight or more in excess of the rate herein prescribed for a senior clerk shall be paid at the ordinary rate of pay prescribed by this award for the classification applicable to that employee in lieu of the overtime rates prescribed by this clause.

14. - MEAL ALLOWANCE

- (1) An employee who is required to continue working for two hours or more after his/her rostered time for ceasing work on any day shall be supplied with a suitable meal.
- (2) If that meal is not provided the employee shall be paid a meal allowance of \$8.10 in addition to the overtime prescribed by Clause 13. - Overtime, of this award.

14A. - MEAL BREAKS

- (1) Every employee shall be entitled to a meal break of not less than one half hour nor more than one hour:
 - (a) after not more than five hours of work in cases where the work period does not exceed eight ordinary hours; or
 - (b) after not more than six hours of work in cases where the work period exceeds eight ordinary hours.
- (2) 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.
- (3) In addition to breaks for a meal, there may be one other break of at least two hours during each shift. Such break may include a meal break.

15. - CONTRACT OF SERVICE

- (1) 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.
- (2) The employment of any employee other than a casual shall be terminable by one week's notice on either side. If such notice is not given one week's wages shall be paid or forfeited as the case may be. Provided that an employee may be summarily dismissed for gross misconduct, in which case he shall be paid up to the time of dismissal only.

16. - CERTIFICATE OF SERVICE

On the termination of service a worker shall, on request, be given a Certificate setting out the length of service and the duties performed.

17. - HOLIDAYS

- (1)
 - (a) Subject to any other provision of this award, the following days or the days observed in lieu shall be observed as holidays without deduction of pay: New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Anzac Day, State Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in this paragraph.
 - (b) When any of the days mentioned in paragraph (a) hereof falls on an employee's rostered day off the employer and the employee may agree that the employee receive:
 - (i) an additional day's wages, or
 - (ii) another day off may be allowed within twenty-eight days of the award holiday, or
 - (iii) an additional day off may be taken in conjunction with a period of annual leave.

- (c) In addition to the ordinary rate of pay an employee shall be paid at time and a half for all work done during ordinary hours on a holiday.
- (2) The provisions of paragraphs (a) and (b) of subclause (1) of this clause shall not apply to casual workers.

18. - ANNUAL LEAVE

- (1) Except as hereinafter provided a period of four consecutive weeks' leave with payment at his ordinary rate of wage shall be allowed annually to a worker by his employer after a period of 12 months' continuous service with such employer.
- (2) (a) During a period of annual leave a worker shall be paid a loading of 17.5% calculated on his ordinary rate of wage.

Provided that where the worker would have received loadings prescribed by Clause 10. - Additional Rates for Ordinary Hours had he not been on leave during the relevant period and such loadings would have entitled him to a greater amount than the loading of 17.5% then the loadings shall be added to his ordinary rate of wage in lieu of the 17.5% loading.
- (b) The loading prescribed by this subclause shall not apply to proportionate leave on termination.
- (c) A worker in receipt of a wage prescribed by this award for the classification of "Senior Clerk" with the addition of twenty per centum may be employed on the basis that the annual leave loading prescribed in paragraph (a) hereof may be calculated on a rate other than his ordinary rate provided that such rate is not less than the Senior Clerk's rate.

This paragraph only applies to a worker who has signed a statement in his own handwriting to this effect at the time of his engagement or to a worker employed on this basis prior to 30th April 1981.
- (3) If any Award holiday falls within a worker's period of annual leave and is observed on a day which in the case of that worker 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) (a) If after one month's continuous service in any qualifying twelve monthly period, an employee leaves his employment, or his employment is terminated by the employer through no fault of the employee, the employee shall be paid 2.923 hours' pay at his ordinary rate of wage in respect of each completed week of continuous service.
- (b) In addition to any payment to which he may be entitled under paragraph (a) hereof, a worker whose employment terminates after he has completed a 12 monthly qualifying period and who has not been allowed the leave under this award in respect of that qualifying period shall be given payment in lieu of so much of that leave as he 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.
- (5) Any time in respect of which a worker is absent from work except time for which he is entitled to claim sick pay or time spent on holidays or annual leave as prescribed by this award, shall not count for the purpose of determining his right to annual leave.
- (6) 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.

- (7) (a) At the request of an employee, and with the consent of the employer, annual leave prescribed by this clause may be given and taken before the completion of 12 months' continuous service as prescribed by subclause (1) of this clause.
- (b) If the service of an employee terminates and the employee has taken a period of leave in accordance with this subclause and if the period of leave so taken exceeds that which would become due pursuant to subclause (4) 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 which would have accrued in accordance with subclause (4) 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)(a) 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.
- (8) Every employee shall be given and shall take annual leave within nine months after the date it falls due.
- (9) No employee shall be required to go on holidays unless at least two weeks' prior notice is given. The employer shall, as far as practicable, arrange to grant annual leave to suit the convenience of the employee. In the event of disagreement on any proposed alteration to annual leave arrangements once they are made by an employer and employee the matter shall be determined by a Board of Reference.
- (10) The provisions of this clause shall not apply to casual employees.

19. - SICK LEAVE

- (1) (a) A worker who is unable to attend or remain at his place of employment during the ordinary hours of work by reason of personal ill health or injury shall be entitled to payment during such absence in accordance with the following provisions.
- (b) Entitlement to payment shall accrue at the rate of 6.1/3 hours' pay for each completed month of service with the employer.
- (c) If in the first or successive years of service with the employer a worker is absent on the ground of personal ill health or injury for a period longer than his entitlement to paid sick leave, payment may be adjusted at the end of that year of service, or at the time the worker's services terminate, if before the end of that year of service, to the extent that the worker has become entitled to further paid sick leave during that year of service.
- (2) The unused portions of the entitlement to paid sick leave in any one year shall accumulate from year to year and subject to this clause may be claimed by the worker if the absence by reason of personal ill health or injury exceeds the period for which entitlement has accrued during the year at the time of the absence. Provided that a worker shall not be entitled to claim payment for any period exceeding 10 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 24 hours of the commencement of the absence.
- (4) The provisions of this clause do not apply to a worker who fails to produce a certificate from a medical practitioner dated at the time of the absence or who fails to supply such other proof of the illness or injury as the employer may reasonably require provided that the worker shall not be required to produce a certificate from a medical practitioner with respect to absences of two days or less unless after two such

absences in any year of service the employer requests in writing that the next and subsequent absences in that year if any, shall be accompanied by such certificate.

- (5)
 - (a) Subject to the provisions of this subclause, the provisions of this clause apply to a worker who suffers personal ill health or injury during the time when he is absent on annual leave and a worker may apply for and the employer shall grant paid sick leave in place of paid annual leave.
 - (b) Application for replacement shall be made within seven days of resuming work and then only if the worker was confined to his place of residence or a hospital as a result of his personal ill health or injury for a period of seven consecutive days or more and he produces a certificate from a registered medical practitioner that he was so confined. Provided that the provisions of this paragraph do not relieve the worker of the obligation to advise the employer in accordance with subclause (3) of this clause if he is unable to attend for work on the working day next following his annual leave.
 - (c) Replacement of paid annual leave by paid sick leave shall not exceed the period of paid sick leave to which the worker was entitled at the time he proceeded on annual leave and shall not be made with respect to fractions of a day.
 - (d) Where paid sick leave has been granted by the employer in accordance with paragraphs (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid sick leave is hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the worker or, failing agreement, shall be added to the worker's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions of Clause 18. - Annual Leave.
 - (e) Payment for replaced annual leave shall be at the rate of wage applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in clause 18. - Annual Leave shall be deemed to have been paid with respect to the replaced annual leave.
- (6) Where a business has been transmitted from one employer to another and the worker's service has been deemed continuous in accordance with subclause (3) of Clause 2 of the Long Service Leave provisions published in volume 59 of the Western Australian Industrial Gazette at pages 1-6, the paid sick leave standing to the credit of the worker at the date of transmission from service with the transmittor shall stand to the credit of the worker at the commencement of service with the transmittee and may be claimed in accordance with the provisions of this clause.
- (7) The provisions of this clause with respect to payment do not apply to workers who are entitled to payment under the Workers' Compensation Act nor to workers whose injury or illness is the result of the worker's own misconduct.
- (8) The provisions of this clause do not apply to casual workers.

20. - LONG SERVICE LEAVE

The Long Service Leave provisions in volume 58 of the Western Australian Industrial Gazette at pages 1 to 6 both inclusive are hereby incorporated in and shall be deemed to be part of this award except that the date of 1st April, 1958 in paragraph (2) of subclause (2) is to be amended to read 24th December, 1958.

21. - TRAVELLING TIME

- (1) When a worker is required to work temporarily at a location other than his usual place of duty, any excess fare over that which he normally incurs shall be paid by the employer.
- (2) When a worker is engaged at such a distance that he cannot return to his home at night, suitable board and lodging shall be found at the employer's expense.

- (3) All travelling time outside ordinary working hours shall be paid for at ordinary rates up to a maximum of 12 hours in any 24 hour period from the time of starting on the journey.

22. - LOCATION ALLOWANCES

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

<u>TOWN</u>	<u>PER WEEK</u>
Agnew	\$22.70
Argyle	\$60.80
Balladonia	\$23.50
Barrow Island	\$39.50
Boulder	\$9.70
Broome	\$36.50
Bullfinch	\$10.60
Carnarvon	\$18.70
Cockatoo Island	\$40.00
Coolgardie	\$9.70
Cue	\$23.30
Dampier	\$31.80
Denham	\$18.70
Derby	\$37.90
Esperance	\$6.60
Eucla	\$25.40
Exmouth	\$33.40
Fitzroy Crossing	\$46.10
Halls Creek	\$53.30
Kalbarri	\$8.10
Kalgoorlie	\$9.70
Kambalda	\$9.70
Karratha	\$38.20
Koolan Island	\$40.00
Koolyanobbing	\$10.60
Kununurra	\$60.80
Laverton	\$23.20
Learmonth	\$33.40
Leinster	\$22.70
Leonora	\$23.20
Madura	\$24.50
Marble Bar	\$59.00
Meekatharra	\$20.10
Mount Magnet	\$25.20
Mundrabilla	\$25.00
Newman	\$21.80
Norseman	\$20.10
Nullagine	\$58.90
Onslow	\$39.50
Pannawonica	\$29.60
Paraburdoo	\$29.40
Port Hedland	\$31.60
Ravensthorpe	\$11.90
Roebourne	\$44.00

Sandstone	\$22.70
Shark Bay	\$18.70
Southern Cross	\$10.60
Telfer	\$54.20
Teutonic Bore	\$22.70
Tom Price	\$29.40
Whim Creek	\$37.80
Wickham	\$36.50
Wiluna	\$22.90
Wyndham	\$56.90

- (2) Except as provided in subclause (3) of this clause, an employee who has:
- (a) a dependant shall be paid double the allowance prescribed in subclause (1) of this clause;
 - (b) a partial dependant shall be paid the allowance prescribed in subclause (1) of this clause plus the difference between that rate and the amount such partial dependant is receiving by way of a district or location allowance.
- (3) Where an employee:
- (a) is provided with board and lodging by his/her employer, free of charge; or
 - (b) is provided with an allowance in lieu of board and lodging by virtue of the award or an order or agreement made pursuant to the Act;
- such employee shall be paid $66\frac{2}{3}$ 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 he/she shall be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.
- (6) Where an employee is on long service leave or other approved leave with pay (other than annual leave) he/she shall only be paid location allowance for the period of such leave he/she remains in the location in which he/she is employed.
- (7) For the purposes of this clause:
- (a) "Dependant" shall mean -
 - (i) a spouse or defacto partner; or
 - (ii) a child where there is no spouse or defacto partner;

who does not receive a location allowance or who, if in receipt of a salary or wage package, receives no consideration for which the location allowance is payable pursuant to the provisions of this clause.
 - (b) "Partial Dependant" shall mean a "dependant" as prescribed in paragraph (a) of this subclause who receives a location allowance which is less than the location allowance prescribed in subclause (1) of this clause or who, if in receipt of a salary or wage package, receives less than a full consideration for which the location allowance is payable pursuant to the provisions of this clause.

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

23. - UNIFORMS

Where uniforms are required to be worn they shall be supplied by the employer.

24. - RECORD

- (1) Each employer bound by this award shall maintain a record at each establishment containing the following information relating to each worker:
 - (a) The name and address given by the worker;
 - (b) The age of the worker if paid as a junior worker;
 - (c) The classification of the worker and whether the worker is full-time, part-time or casual;
 - (d) The commencing and finishing times of each period of work each day;
 - (e) The number of ordinary hours and the number of overtime hours worked each day and the totals for each pay period; and
 - (f) The wages and any allowances paid to the worker each pay period and any deductions made therefrom.
- (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) Before exercising a power of inspection the representative shall give reasonable notice of not less than 24 hours to the employer.
 - (a) The record may be maintained in one or more parts depending on the system of recording used by the employer provided that if the record is maintained in more than one part, those parts shall be kept in such a manner as will enable the inspection referred to in subclauses (2) and (4) to be conducted at the one establishment.
 - (b) The employer may, if it is part of normal business practice, periodically send the record or any part of the record to another person, provided that the provision of this paragraph shall not relieve the employer from the obligations with respect to provisions contained elsewhere in this clause.
 - (c) Subject to this clause the record shall be available for inspection by a duly authorised official of the union on the employer's premises from Monday to Friday, both inclusive, between the hours

of 9.00 a.m. to 5.00 p.m. (excepting the period between 1.00 p.m. and 2.00 p.m.). In the case of any establishment which is only open for business after 5.00 p.m. or on a Saturday or Sunday, the record shall be open for inspection during all business hours of that establishment.

- (d) The union official shall be permitted reasonable time to inspect the record and, if he requires, take an extract or copy of any of the information contained therein.
- (4)
- (a) If, for any reason, the record is not available for inspection by the union official when the request is made, the union official and the employer or his agent may fix a mutually convenient time for the inspection to take place.
 - (b) If a mutually convenient time cannot be fixed, the union official may advise the employer in writing that he requires to inspect the record in accordance with the provisions of this award and shall specify the period contained in the record which he requires to inspect.
 - (c)
 - (i) Employers who normally keep the record at a place more than 40 kilometres from the G.P.O. Perth, shall send a copy of that part of the record specified to the office of the union within 10 days, and
 - (ii) Employers who normally keep the record at a place less than 40 kilometres from the G.P.O. Perth, shall make the record available to the union official at the time specified by the union official. If the record is not then made available to the union official the employer shall within three days send a copy of that part of the record specified to the office of the union.
 - (d) In the event of a demand made by the union which the employer considers unreasonable the employer may apply to the Industrial Relations Commission of Western Australia for direction. An application to the Industrial Relations Commission of Western Australia by an employer for direction will, subject to that direction, stay the requirements contained elsewhere in this subclause.

24A. - 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 trading 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.
- (2)
- (a) The employer may elect to pay employees weekly or fortnightly in accordance with subclause (1) of this clause.
 - (b) The employer shall not change the frequency of payment to employees without first giving those employees at least four weeks' notice of such change.
 - (c) The method of introducing a fortnightly pay system shall be by the payment of an additional week's wages in the last weekly pay before the change to fortnightly pays to be repaid by equal fortnightly deductions made from the next and subsequent pays provided the period for repayment shall not be less than 20 weeks or some other method agreed upon by the employer and the worker.
 - (d) Any dispute concerning hardship to an employee as a consequence of a change to the frequency of payment to that employee may be referred to the Western Australian Industrial Relations Commission.

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

25. - RIGHT OF ENTRY

Consistent with the terms of the Labour Relations Legislation Amendment Act 1997 and S.23(3)(c)(iii) of the Industrial Relations Act a representative of the Union shall not exercise the rights under this clause with respect to entering any part of the premises of the employer unless the employer is the employer, or former employer of a member of the Union.

A duly accredited representative of the union shall be permitted to interview any worker on legitimate union business on the business premises of his employer during the recognised meal hour of the worker with the permission of his employer (which permission shall not be unreasonably withheld) but this permission shall not be exercised more than once in any one week without the consent of the employer.

26. - UNION NOTICES

The employer shall, if requested, provide a Notice Board where the union may place a copy of this award. Notices may be displayed by the union only with the employer's approval.

27. - SUPERANNUATION

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

(1) Definitions -

In this clause:

- (a) "Approved Occupational Superannuation Fund" means a superannuation fund which complies with the Occupational Superannuation Standards Act, 1987.
- (b) "Fund" means -
 - (i) the Clerical, Administrative and Retail Employees' Superannuation Plan; or
 - (ii) Westscheme; or
 - (iii) The Hospitality Industry Portable Liquor Union Superannuation Trust (HOST-PLUS);
or
 - (iv) any other approved occupational superannuation fund.
- (c) "Ordinary Time earnings" means the base classification rate, including supplementary payments where appropriate, in charge rates, shift penalties and any over-award payments, together with any other all purpose allowance or penalty payment for work in ordinary time and shall include in respect to casual employees the appropriate casual loadings prescribed by this Award, but shall exclude any payment for overtime worked, vehicle allowances, fares or travelling time allowances (including payments made for travelling relating to distant work), commission or bonus.

(d) "Eligible Employee" means an employee whose employment is regulated by this Award, and who has completed one month's continuous service with the employer and who is, or becomes a member of the fund.

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

(2) Choice of Fund:

(a) Existing employers as at the date of this Order must notify the Union of the fund in subclause (1)(b)(iv) to which they intend to contribute and the date of commencement of contributions.

(b) The Union must be notified in writing of the choice of fund and the date of commencement of contributions referred to in paragraph (a) within 30 days of the date of operation of this clause.

(c) Future employers must notify the Union in writing of the fund in subclause (1)(b)(iv) into which they intend to contribute and the intended date of the commencement of contributions at least 30 days prior to the payment of the first contributions to the fund.

(d) Within 30 days of the notice referred to in paragraphs (b) and (c) the Union may challenge the suitability of the proposed fund by notifying both the Commission and the employer of a dispute.

(3) Contributions:

(a) An employer shall, subject to subclauses (11) and (12), contribute to a fund referred to in subclause (1)(b) in respect of all eligible employees an amount equal to 3% of each employee's ordinary time earnings each week with effect from the beginning of the first pay period commencing on or after the date of operation of this clause, or the employee's commencement date, whichever is the later.

(b) Employer contributions together with any employee deductions shall be paid monthly for pay periods completed in each month. Provided that payments may be made at such other time and in such other manner as may be agreed in writing between the Trustee of the Fund and the employer from time to time.

(c) No contributions shall be made for:

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

(ii) annual leave or any other payments paid out on termination.

(4) Alternative Calculation of Payments:

Notwithstanding the provisions of this clause the payment required to be made to a fund may be calculated on a basis agreed in writing between the Union and the employer.

(5) Employer to Continue Participation:

An employer who participates in the fund shall not cease participation in the fund whilst employing any eligible employee.

(6) Cessation of Contributions:

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

(7) Employer Failure to Participate in Fund:

(a) Where an employer has failed to make application to participate in a fund or has failed to make payments to a fund, the employer shall be required to make application to participate in a fund

or to make payments to a fund within seven days of the failure being brought to the employer's attention by any person.

- (b) Where there has been a failure to make application to participate in a fund, upon acceptance by the trustee the employer shall make a once only contribution to a fund in respect of each eligible employee equivalent to the contributions which would otherwise have been payable in accordance with this clause.
- (c) Where there has been a failure to make payments to a fund the employer shall make a once only contribution to a fund in respect of each eligible employee equivalent to the contributions which the employer has failed to pay.

(8) Employees' Additional Voluntary Contributions:

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

(9) Existing Superannuation Arrangements:

No employer shall be excluded from this clause on the basis of existing voluntary superannuation arrangements.

(10) Supersession by Other Award or Agreement:

Nothing contained in this clause shall prevent any or all of the parties to this Award from entering into other Awards or agreements which have the effect of superseding the superannuation provisions contained in this clause.

(11) Suspension:

- (a) Where, pursuant to paragraph (d) of subclause (2) of this clause the Union challenges an employer's choice of fund, the employer shall not make contributions to that fund until the dispute has been resolved by the Commission.
- (b) The Commission may determine that contributions be paid by an employer to a retrospective date no earlier than that which would have been required by paragraph (a) of subclause (3) of this clause.

(12) Employee Entry into Fund:

- (a) The employer must provide an employee with an application to join a fund within 14 days of the operative date of this clause or within 14 days of an employee commencing employment, whichever is the later.
- (b) The employer is not obliged to make contributions to a fund where an employee has not completed and returned the application referred to in paragraph (a) within 28 days of the operative date of this clause or within 28 days of an employee commencing employment, whichever is the later.

Provided that an employer shall make contributions to a fund from the date on which the employee subsequently completes an application form.

- (c) If the employer fails to provide the employee with the application form referred to in paragraph (a) within the time prescribed in that paragraph the employer shall be obliged to make contributions as if the application had been provided within the prescribed time, provided that the employee returns the application within 14 days of being provided with the application by the employer.

- (d) In the event that an employee member of a fund terminates employment with one employer and commences employment with another employer, the latter employer being a participant in the same fund as the former employer, then the provisions of this subclause do not apply to the latter employer.

(13) Preservation:

The provisions of this clause shall not apply to any employer who has entered into an arrangement to pay superannuation contributions into any other approved occupational superannuation fund and such arrangement has been ratified by either the Western Australian Industrial Relations Commission or the Australian Industrial Relations Commission.

(14) This clause shall operate from 1 February, 1990.

Compliance, Nomination and Transition

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

- (a) Any such fund or scheme shall no longer be a complying superannuation fund or scheme for the purposes of this clause unless -
 - (i) the fund or scheme is a complying fund or scheme within the meaning of the Superannuation Guarantee (Administration) Act 1992 of the Commonwealth; and
 - (ii) under the governing rules of the fund or scheme, contributions may be made by or in respect of the employee permitted to nominate a fund or scheme;
- (b) The employee shall be entitled to nominate the complying superannuation fund or scheme to which contributions are to be made by or in respect of the employee;
- (c) The employer shall notify the employee of the entitlement to nominate a complying superannuation fund or scheme as soon as practicable;
- (d) A nomination or notification of the type referred to in paragraphs (b) and (c) of this subclause shall, subject to the requirements of regulations made pursuant to the Industrial Relations Legislation Amendment and Repeal Act 1995, be given in writing to the employer or the employee to whom such is directed;
- (e) The employee and employer shall be bound by the nomination of the employee unless the employee and employer agree to change the complying superannuation fund or scheme to which contributions are to be made;
- (f) The employer shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by a employee;

Provided that on and from 30 June 1998, and until an employee thereafter nominates a complying superannuation fund or scheme -
 - (g) if one or more complying superannuation funds or schemes to which contributions may be made be specified herein, the employer is required to make contributions to that fund or scheme, or one of those funds or schemes nominated by the employer;or
 - (h) if no complying superannuation fund or scheme to which contributions may be made be specified herein, the employer is required to make contributions to a complying fund or scheme nominated by the employer.

28. - CERTIFICATE OF AGE

- (1) Workers 25 years of age and under, upon being engaged shall if requested furnish the employer with a certificate showing the following particulars:-
 - (a) name in full;
 - (b) date of birth;
 - (c) name of each previous employer; and
 - (d) class of work performed for each previous employer.
- (2) No worker shall have any claim upon an employer for additional wages in the event of any of the above particulars being wrongly stated on the certificate. If any worker shall wilfully mis-state his age in the certificate then he alone shall be guilty of a breach of this award.

29. - AGED AND INFIRM WORKERS

- (1) Any worker who by reason of old age or infirmity, is unable to earn the minimum wage may be paid such lesser wage as may from time to time be agreed upon in writing between the union and the employer.
- (2) In the event of no agreement being arrived at, the matter may be referred to a Board of Reference for determination.
- (3) After application has been made to a Board of Reference, and pending the decision of that Board, the worker shall be entitled to work for and be employed at the proposed lesser rate.

30. - COMPASSIONATE LEAVE

- (1) An employee shall, on the death of the spouse, de facto spouse, father, mother, brother, sister, child, stepchild or guardian of dependant children of the employee be entitled to leave up to and including the day of the funeral of such relation; such leave, for a period not exceeding two days in respect of any such death, shall be without loss of any ordinary pay which the employee would have received if he had not been on such leave.
- (2) The right of such paid leave shall be dependant on compliance with the following conditions:
 - (a) The worker shall give the employer notice of his intention to take such leave as soon as reasonably practicable after the death of such relation, and in respect of a death overseas of a prescribed relative, the worker shall provide to his employer such evidence that he is attending the funeral.
 - (b) Satisfactory evidence of such death shall be furnished by the worker to his employer.
 - (c) The worker shall not be entitled to leave under this clause in respect of any period which coincides with any other period of leave entitlement under this award or otherwise.

31. - MATERNITY LEAVE

- (1) Eligibility for Maternity Leave

A worker 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) A worker shall include a part-time worker but shall not include a worker 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) A worker 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) A worker 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) A worker 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 worker make it inadvisable for the worker to continue at her present work, the worker 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 worker may, or the employer may require the worker 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 worker 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 worker 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 a worker terminates other than by the birth of a living child.
- (b) Where the pregnancy of a worker then on maternity leave terminates other than by the birth of a living child, it shall be the right of the worker 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 worker to the employer that she desires to resume work.

(6) Special Maternity Leave and Sick Leave

- (a) Where the pregnancy of a worker 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 a worker 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) A worker 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 a worker 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 worker 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) A worker 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 a worker 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 a worker but shall not be taken into account in calculating the period of service for any purpose of the award.

(9) Termination of Employment

- (a) A worker 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 a worker 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) A worker 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.
- (b) A worker, upon the expiration of the notice required by paragraph (a) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case

of a worker who was transferred to a safe job pursuant to subclause (3), to the position which she held immediately before such transfer. Where such position no longer exists but there are other positions available for which the worker 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.

(11) Replacement Workers

- (a) A replacement worker is a worker specifically engaged as a result of a worker proceeding on maternity leave.
- (b) Before an employer engages a replacement worker under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the worker who is being replaced.
- (c) Before an employer engages a person to replace a worker temporarily promoted or transferred in order to replace a worker exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the worker who is being replaced.
- (d) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement worker.
- (e) A replacement worker shall not be entitled to any of the rights conferred by this clause except where her employment continues beyond the 12 months qualifying period.

32. - TRAINEESHIPS

(1) Scope:

This clause shall apply to a trainee employed under the Australian Traineeship System by an employer approved by the State Management Committee.

(2) Definitions:

For the purposes of this clause -

The "Australian Traineeship System" means a structured system of on the job training with an employer and off the job training in a Technical and Further Education College or other training provider approved by the State Management Committee.

"Trainee" means an employee engaged under the terms of this award and in accordance with the provisions of an Australian Traineeship established pursuant to Section 37D of the Industrial and Commercial Training Act 1975 and approved by the State Management Committee.

"Traineeship Scheme" is a formal agreement of training approved by the State Management Committee and registered pursuant to Section 37D of the Industrial and Commercial Training Act, 1975.

"State Management Committee" means a Committee comprising representatives from the Confederation of Western Australian Industry, the Trades and Labor Council of Western Australia, Technical and Further Education (TAFE) and the relevant Federal and State Government Departments which approve traineeship arrangements by agreement of each of the parties. The State Management Committee may be established pursuant to the provisions of the Industrial and Commercial Training Act, 1975 or any amendment to or substitution of that Act, provided that any Committee or body established in lieu of the State Management Committee has the same representatives structure and decision making processes as that Committee.

(3) Objective:

- (a) The object of this clause is to provide the form and substance of the conditions of employment, including the rates of pay, applicable to persons engaged under the Australian Traineeship System (ATS) and who, being a trainee under that system, is covered by this Award.
 - (b) An objective of the Australian Traineeship System is to provide employment and training opportunities for young people so as to enhance their skill levels and future employment prospects.
- (4) Form of Traineeship Agreement:
- (a) A traineeship shall be entered into by means of written agreement in a form approved by the State Management Committee and registered in accordance with the provision of the Industrial and Commercial Training Act, 1975.
 - (b) A trainee shall not be engaged on a part time or casual basis.
 - (c) The Traineeship Scheme shall be for a minimum period of 12 months but this period may be varied with the agreement of the Union and the employer and with the approval of the State Management Committee.
- (5) Duties and Responsibilities:
- (a) A trainee shall participate in the approved on-the-job training scheme and attend the approved off-the-job training as prescribed in the training system.
 - (b) An employer shall release a trainee from work to attend the prescribed off-the-job training course and shall provide the on-the-job training approved by the State Management Committee.
 - (c) The employer shall provide the level of supervision in accordance with the approved training scheme during the traineeship period.
 - (d)
 - (i) The overall Traineeship Scheme will be monitored by officers of the Department of Employment and Training.
 - (ii) An accredited representative of the Union shall have access during ordinary working hours to inspect the relevant training records and work books and subject to the approval of the employer, which shall not be unreasonably withheld, may interview a trainee with respect to his/her progress in the Scheme.
 - (e) An employer shall not, as a consequence of engaging a trainee pursuant to the provisions of this clause, terminate or otherwise prejudice the employment of any full-time employee of that employer.
 - (f) An employer shall not engage a trainee to occupy and perform the duties of any vacant full-time clerical position that, if it were not for the vacancy, would normally be occupied by an adult employee.
- (6) Overtime and Shift Work:
- Overtime and Shift Work shall not be worked by trainees except to enable the requirements of the training scheme to be effected. When overtime and shift work are worked the relevant penalties and allowances of the award based on the trainee wage will apply. No trainee shall work overtime or shift work alone.
- (7) Wage Rates:
- The weekly wages payable to a trainee shall be determined by multiplying the appropriate rate of pay prescribed in this award by 39 which represents actual weeks spent on the job and dividing that sum by 52 to provide a weekly wage.

- (1) It is open to employers and employees covered by this award to reach agreement at the level of individual enterprises to provide for more flexible working arrangements, improved quality of working life, enhanced skills and job satisfaction. Such Enterprise Agreements may involve a variation in the application of award provisions in order to meet the requirements of individual enterprises and their employees. Agreements may be negotiated and consequential award variations processed in accordance with the provisions of subclause (2).
- (2) The union is prepared to discuss all matters raised by employers and employees within an enterprise. Enterprise Agreements may be concluded, subject to the following conditions -
 - (a) the employees must genuinely agree;
 - (b) no employee will lose income as a result of the change i.e. no negative offsets;
 - (c) any agreement must be approved by the union. Where enterprise level discussions are considering matters requiring any award variation, the union must be invited to participate;
 - (d) the union shall not withhold such approval unreasonably;
 - (e) such agreements shall come into effect after submission to the Commission for variation of the award where necessary and inserted as a schedule to this award.

34. - BREAKDOWNS

- (1) The employer may stand down without pay an employee who 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 or failure of the employer's machinery or any stoppage of work by any cause which the employer cannot reasonably prevent.
- (2) Where an employee is stood down pursuant to subclause (1) of this clause for any cause, other than any cause directly attributable to the union party to the award, no deduction of pay shall be made for the first two hours of such stand down.

DATED at Perth this 23rd day of April, 1979.

APPENDIX - RESOLUTION OF DISPUTES REQUIREMENT

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

SCHEDULE OF RESPONDENTS

Commercial Hotel, Northam
Red Castle Motel, Rivervale
Terminal Motor Lodge, East Perth
Highway Motel (Kalgoorlie) Pty Ltd, Kalgoorlie
Fremantle Workers' Social & Leisure Club, Fremantle
Katanning Club, Katanning
Karrakatta Club (Inc.), Perth
Perth Club (Inc.), Perth
West Australian Club (Inc.), Perth
The Weld Club, Perth
The Celtic Club Inc., West Perth
Commercial Club (Inc.), Fremantle
The Italian Club Fremantle Inc., Fremantle
Boyup Brook Club Inc., Boyup Brook
Highway Motels Ltd, West Perth
Bonnebeth Auto Lodge, Manjimup
Ace Motel Pty Ltd, Manjimup
The Lodge, Rottnest Island
Captain Fremantle Motor Lodge, East Fremantle
Canning Bridge Auto Lodge, Applecross
Walkabout (Holdings) Limited, South Perth
Town Lodge, South Perth
Toorak Lodge, Belmont
Flag Lodge, Belmont
Lincoln Auto Lodge Pty Ltd, Perth
Terminal Motor Lodge, East Perth
Motel Travelodge Pty Ltd, Perth
The Coolabah Tavern, Morley
Hotel Leopold, Bicton
Park Towers Pty Ltd, Perth
Sheraton-Perth Hotel, Perth
Railton Temperance Hotel, Perth
Hotel Parmelia, Perth
New Esplanade Hotel, Perth
Commercial Travellers' Association of WA (Inc), Perth
Hotel Kununurra, Kununurra
Transit Inn Pty Ltd, Perth
Brighton Hotel, Mandurah
Hotel Charles, North Perth
Chateau Commodore, Perth
Criterion Hotel, Perth
Dianella Hotel, Dianella
El Caballo Blanco Hotel, Wooroloo
Floreat Park Hotel, Floreat
Forrest House Hotel, Perth
Gateway Inn, Perth
Geographe Bay Motor Inn, Busselton
Highway Hotel, Claremont
Imperial Hotel, Perth
Kewdale Hotel, Kewdale
Lighthouse Inn, Bunbury
Maylands Hotel, Maylands
Palace Tavern, Perth
Riverside Lodge Hotel, Perth
Rockingham Hotel, Rockingham
Scarborough Hotel, Scarborough
Travelodge Hotel, Perth
Westos Motor Hotel, South Perth

White Sands Motor Hotel, Scarborough
Osborne Park Motor Hotel, Osborne Park
John Barleycorn Motor Hotel, Nollamara
Eden Hill Hotel, Eden Hill
Belmont Hotel, Belmont
Carlisle Hotel, Carlisle
Thornlie Hotel, Thornlie
Lynwood Arms Motor Hotel, Lynwood
Manning Motor Hotel, Manning
Booragoon Motor Hotel, Booragoon
Hamilton Hill Motor Hotel, Hamilton Hill
Phoenix Motor Hotel, Spearwood
Kwinana Hotel, Kwinana
Coolbellup Motor Hotel, Coolbellup
Malthouse Tavern, Balga
Highway Motor Hotel, Bunbury
Manjimup Hotel, Manjimup
Esplanade Motor Hotel, Albany
Pier Hotel, Esperance
Tower Motor Hotel, Kalgoorlie
Merredin Oasis Hotel, Merredin
Wintersun Hotel, Geraldton
Hedland Motor Hotel, Port Hedland
Continental Motor Hotel, Broome
Spinifex Hotel, Derby
Wyndham Town Hotel, Wyndham
Tom Price Motor Hotel, Tom Price
Mermaid Motor Hotel, Dampier
Paraburdoo Hotel, Paraburdoo
Greenwood Forest Hotel, Greenwood
Premier Hotel, Pinjarra
Victoria Hotel, Subiaco
High Wycombe Hotel, High Wycombe
The Western Australian Turf Club, Perth
East Perth Football Club (Inc), Perth
Royal Freshwater Bay Yacht Club (Inc), Peppermint Grove
Claremont Yacht Club (Inc), Claremont
Western Australian Hotels and Hospitality Association Incorporated (Union of Employers) 438 Vincent Street
LEEDERVILLE WA 6007

SCHEDULE - NAMED UNION PARTY

The Federated Clerks' Union of Australia, Industrial Union of Workers, W.A. Branch is a named party to this Award.

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

CLERKS' (HOTELS, MOTELS & CLUBS) AWARD

NO. R 7 OF 1977

Delivered 23/04/79 at 59 WAIG 523

Consolidated at 63 WAIG 646

Consolidated s93(6) 23/05/91 at 71 WAIG 1618

CLAU SE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATI VE DATE	GAZETTE REFERENCE
-------------------	------------------------	-----------	--------------------	-------------------

1. Title

(1A. State Wage Principles)

Ins. Cl.	1752/91	31/01/92	72 WAIG 191
Cl. & Title	1457/93	24/12/93	74 WAIG 198

(1A. State Wage Principles December 1993)

Cl. & Title	985/94	30/12/94	75 WAIG 23
-------------	--------	----------	------------

(1A. Statement of Principles December 1994)

Cl. & Title	1164/95	21/03/96	76 WAIG 911
-------------	---------	----------	-------------

(1A. Statement of Principles March 1996)

Cl & Title	915/96	7/08/96	76 WAIG 3368
------------	--------	---------	--------------

(1A Statement of Principles - August 1996)

Cl & Title	940/97	14/11/97	77 WAIG 3177
------------	--------	----------	--------------

(1A. Statement of Principles - November 1997)

Cl. & Title	757/98	12/06/98	78 WAIG 2579
-------------	--------	----------	--------------

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

Del. Cl.	609/99	06/07/99	79 WAIG 1847
----------	--------	----------	--------------

1B. Minimum Adult Award Wage

Ins. 1B	940/97	14/11/97	77 WAIG 3177
---------	--------	----------	--------------

Min. Wages & Text	609/99	01/08/99	79 WAIG 1847
-------------------	--------	----------	--------------

Cl	654/00	01/08/00	80 WAIG 3379
----	--------	----------	--------------

Cl	752/01	01/08/01	81 WAIG 1721
----	--------	----------	--------------

Cl.	797/02	01/08/02	82 WAIG 1369
-----	--------	----------	--------------

Cl	569/03	5/06/03	83 WAIG 1899
----	--------	---------	--------------

(9)	1197/03	1/11/03	83 WAIG 3537
-----	---------	---------	--------------

Cl	570/04	4/06/04	84 WAIG 1521
Cl.	576/05	07/07/05	85 WAIG 2083, 2291
Cl.	957/05	07/07/06	86 WAIG 1631 & 1821
Cl.	1/07	01/07/07	87 WAIG 1487 & 1698
Cl	115/07	01/07/08	88 WAIG 773 & 972
Cl	1/09	01/10/09	89 WAIG 735 & 1390
Cl	2/10	01/07/10	90 WAIG 568 & 888
Cl	2/11	01/07/11	91 WAIG 1008 & 1383
Cl	2/12	01/07/12	92 WAIG 1107
Cl.	1/13	01/07/13	93 WAIG 773
Cl.	1/14	01/07/14	94 WAIG 988
Cl.	1/15	01/07/15	95 WAIG 966
Cl.	1/16	01/07/16	96 WAIG 818
Cl.	1/17	01/07/17	97 WAIG 883
Cl.	1/18	01/07/18	98 WAIG 263 & 590
Cl.	1/19	01/07/19	99 WAIG 509 & 911
Cl.	1/20	01/01/21	100 WAIG 695
Cl.	1/21	01/07/21	101 WAIG 701

2. Arrangement

Cl.	1201A/91	22/10/91	71 WAIG 2902
Ins. 1A	1752/91	31/01/92	72 WAIG 191
Ins. Sch. Resp. & Sch. Named Union Party	416/93	06/05/93	73 WAIG 1361
1A. Title	1457/93	24/12/93	74 WAIG 198
1A. Title	985/94	30/12/94	75 WAIG 23
1A. Title	1164/95	21/03/96	76 WAIG 911
Ins. App – Res	693/96	16/07/96	76 WAIG 2768
Ins. App -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
Ins. 1B	940/97	14/11/97	77 WAIG 3177
1A. Title	757/98	12/06/98	78 WAIG 2579

Del. 1A	609/99	06/07/99	79 WAIG 1847
(2A. State Wage Principles – September 1989)			
Cl. & Title	1201A/91	22/10/91	71 WAIG 2902
2A. No Extra Claims			
3. Scope			
4. Area			
5.Term			
6. Definitions			
Def.	1582B/89(R2)	23/07/93	73 WAIG 2055
7. Wages			
Cl.	1201A/91	22/10/91	71 WAIG 2902
(2)	125/94	18/04/94	74 WAIG 1271
(2)	398/95	02/06/95	75 WAIG 2162
(2)	541/96	24/06/96	76 WAIG 2405
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
(2)	1121.98	29/07/98	78 WAIG 3504
Rates & Text (2)	609/99	01/08/99	79 WAIG 1847
Cl	654/00	01/08/00	80 WAIG 3379
Cl	752/01	01/08/01	81 WAIG 1721
(2)(b)	2066/01	26/04/02	82 WAIG 807
(2)(a), (2)(c)	797/02	01/08/02	82 WAIG 1369
Cl	569/03	5/06/03	83 WAIG 1899 & 2100
Cl	570/04	4/06/04	84 WAIG 1521 & 1664
(2)(b)	1597/04	20/05/05	85 WAIG 1695
Cl.	576/05	07/07/05	85 WAIG 2083, 2291
Cl.	957/05	07/07/06	86 WAIG 1631 & 1821
Cl.	1/07	01/07/07	87 WAIG 1487 & 1698
Cl	115/07	01/07/08	88 WAIG 773 & 972

CI	1/09	01/10/09	89 WAIG 735 & 1390
CI	2/10	01/07/10	90 WAIG 568 & 888
CI	2/11	01/07/11	91 WAIG 1008 & 1383
CI	2/12	01/07/12	92 WAIG 1107
CI.	1/13	01/07/13	93 WAIG 773
CI.	1/14	01/07/14	94 WAIG 988
CI.	1/15	01/07/15	95 WAIG 966
CI.	1/16	01/07/16	96 WAIG 818
CI.	1/17	01/07/17	97 WAIG 883
CI.	1/18	01/07/18	98 WAIG 263 & 590
CI	1/19	01/07/19	99 WAIG 509 & 911
CI.	1/20	01/01/21	100 WAIG 695
CI.	1/21	01/07/21	101 WAIG 701

8. Mixed Functions

9. Board and Lodging

10. Additional Rates For Ordinary Hours

CI	2066/01	26/04/02	82 WAIG 807
CI	1597/04	20/05/05	85 WAIG 1695

11. Hours

11A. Casual Employees

11B. Part-Time Employees

12. Roster

13. Overtime

14. Meal Allowance

Amount	1121.98	29/07/98	78 WAIG 3504
Cl.	1257/00	21/11/00	80 WAIG 5549
(2)	2066/01	26/04/02	82 WAIG 807
(2)	1597/04	20/05/05	85 WAIG 1695

14A. Meal Breaks

15. Contract of Service

Cl.	1201A/91	22/10/91	71 WAIG 2902
-----	----------	----------	--------------

16. Certificate of Service

17. Holidays

(1)(a)	1582B/89(R2)	23/07/93	73 WAIG 2055
--------	--------------	----------	--------------

18. Annual Leave

19. Sick Leave

20. Long Service Leave

21. Travelling Time

22. Location Allowances

Cl.	1049/91	01/07/91	71 WAIG 2753
Cl.	851/92	01/07/92	72 WAIG 2498
Cl.	943/93	01/07/93	73 WAIG 1989
Cl.	714/94	01/07/94	74 WAIG 1869
Cl.	641/95	01/07/95	75 WAIG 2125
Cl.	911/96	01/07/96	76 WAIG 3365
Cl.	1400/97	01/07/97	77 WAIG 2547
Cl.	975/98	01/07/98	78 WAIG 2999
Cl.	690/99	01/07/99	79 WAIG 1843
Cl.	1050/00	01/08/00	80 WAIG 3153

Cl.	718/01	01/07/01	81 WAIG 1559
Cl.	686/02	01/07/02	82 WAIG 1185
Cl.	570/03	01/07/03	83 WAIG 1657
Cl.	696/04	01/07/04	84 WAIG 2145
Cl.	458/05	01/07/05	85 WAIG 1893
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
Cl.	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	98 WAIG 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

23. Uniforms

24. Record

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

24A. Payment of Wages

25. Right of Entry

Ins.text	2053(1)/97	22/11/97	77 WAIG 3138
----------	------------	----------	--------------

26. Union Notices

27. Superannuation

Ins. Text	599/98	30/06/98	78 WAIG 2559
-----------	--------	----------	--------------

28. Certificate of Age

29. Aged and Infirm Workers

30. Compassionate Leave

31. Maternity Leave

32. Traineeships

33. Award Modernisation (Enterprise Agreements)

34. Breakdowns

Appendix - Resolution of Disputes Requirement

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

Schedule of Respondents

Schedule - Named Union Party

Ins Sch.	416/93	06/05/93	73 WAIG 1361
----------	--------	----------	--------------

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