

# Catering Employees and Tea Attendants (Government) Award

## PART 1 – APPLICATION AND OPERATION

### 1. - TITLE

This award shall be known as the Catering Employees and Tea Attendants (Government) Award.

### 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 \$953.00 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 \$953.00 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 from the beginning of the first pay period commencing on or after 1 July 2025.

- (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 results, 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 2025 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, 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 \$791.30 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 \$791.30 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 from the beginning of the first pay period commencing on or after 1 July 2025.
- (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.

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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 5. – Definitions and 24.- Apprentices 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 Relations Act 1979* (WA).

### 5. - DEFINITIONS

- (1) “Bar Attendant” shall mean an employee over the age of 18 years who serves liquor for sale from behind a bar counter.
- (2) “Cashier” shall mean an employee who is principally engaged upon receiving payment in a dining room or restaurant area.
- (3) “Casual employee” shall mean an employee engaged on an hourly basis for a period not exceeding four weeks in any workplace.
- (4) “Catering Establishment” shall mean any meal room, dining room, coffee shop, tea shop, canteen, restaurant 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.
- (5) “Chef” shall mean an employee who is a “Qualified Cook”, (as defined in subclause (9) hereof), and who is appointed as such by the employer.
- (6) “Cook Employed Alone” shall mean an employee who is employed when no other cook is employed during the employee’s shift.
- (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) “Part time employee” shall mean an employee engaged to work for not less than three or more than seven ordinary rostered hours per day, and not less than 15 or more than 35 hours each week.
- (9) “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 the Armed Forces in the classification of Cook.
- (10) “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.

## PART 2 – CONTRACT OF EMPLOYMENT

### 6. - CONTRACT OF EMPLOYMENT

- (1) An employee may be employed on a full time, part time or casual basis.

- (2) (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-skilling.
- (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 consistent with the provisions of the *Work Health and Safety Act 2020* (WA) as amended.

7. - TERMINATION OF EMPLOYMENT AND STAND DOWN

- (1) In order to terminate the employment of a full time or part time employee the employer must give the employee the following notice in writing:

<b>Period of continuous service with the employer</b>	<b>Minimum Period of Notice</b>
Not more than 1 year	At least 1 week
More than 1 year but less than 3 years	At least 2 weeks
More than 3 years but less than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

- (2) An employee who at the time of being given notice is over 45 years of age and who at the date of termination has completed two years' continuous service with the employer, is entitled to one week's notice in addition to the notice prescribed in clause 7(1).
- (3) Payment in lieu of the notice prescribed in clause 7(1) and (2) must be made if the prescribed notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu.
- (4) The period of notice in this subclause does not apply to those employees who are exempt from receiving notice under Subdivision A of Division 11 of Part 2-2 of the *Fair Work Act 2009* (Cth), as amended from time to time.
- (5) For the purpose of this clause an employee's continuity of service has the same meaning as prescribed in section 22 of the *Fair Work Act 2009* (Cth).
- (6) A full time or part time employee must give the employer one week's notice of termination.
- (7) Nothing in this clause shall 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.
- (8) (a) The provisions of this clause shall not affect the right of an employer to stand down employees without pay during all vacation periods when no work is available.
- (b) The employer shall advise the employee before the stand-down period has commenced the date of resumption of work

PART 3 – HOURS OF WORK

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 7.00 pm and 7.00 am 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.
- (2) An employee who is required to work any of their 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 \$4.50 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) Casual employees shall not be engaged for less than two consecutive hours per time.
- (2) Casual employees shall be paid at the rate double time and a half for all work performed on the public holidays referred to in subclause (1)(a) of Clause 18. – Public Holidays of this award.
- (3) The provisions of Clause 9. – Additional Rates for Ordinary Hours and Clause 19 – Annual Leave, shall not apply to a casual employee.

#### 12. - PART-TIME EMPLOYEES

- (1) The provisions of Clause 9. – Additional Rates for Ordinary Hours shall also apply to part-time employees.
- (2) 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% 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 ALLOWANCE

When an employee is required to work overtime for more than one hour on any day, the employee will either be supplied with a substantial meal by the employer or be paid \$16.53 meal allowance.

### PART 4 – LEAVE AND PUBLIC HOLIDAYS

#### 15. - PERSONAL LEAVE

Entitlement to paid personal leave:

- (1) An employee, other than a casual employee, is entitled for each year of service to paid personal leave for the number of hours the employee is required ordinarily to work in a 2 week period during that year.
- (2) A year of service excludes periods of unpaid leave.
- (3) Paid personal leave accrues pro rata on a weekly basis.
- (4) The entitlement to personal leave is cumulative, and any leave not taken in one year is carried over to the next year.

- (5) An employee may take paid personal leave if the employee is unable to work –
  - (a) because of a personal illness or injury affecting the employee; or
  - (b) to provide care or support to a member of the employee’s family or household because of
    - (i) a personal illness or injury; or
    - (ii) an unexpected emergency

Notice and Evidence

- (6) 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 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.
- (7) No employee shall be entitled to the benefit of this clause unless they provide the employer with evidence that would satisfy a reasonable person of the entitlement. 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.
- (8) Replacement of personal leave during annual leave:
  - (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 personal 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 their 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 (6) of this clause if unable to attend for work on the working day next following their annual leave.
  - (c) Replacement of paid annual leave by paid personal leave shall not exceed the period of paid personal 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 personal 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 personal leave is hereby replaced by the paid personal 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.
- (9) The provisions of this clause with respect to payment do not apply to employees who are entitled to payment under the *Workers’ Compensation and Injury Management Act 2023* (WA) nor to employees whose illness or injury is the result of the employee’s own misconduct.

- (10) Entitlement to unpaid personal leave:

An employee, including a casual employee, is entitled to unpaid personal leave of up to 2 days in accordance with the *Minimum Conditions of Employment Act 1993* (WA).

#### 16. - BEREAVEMENT LEAVE

- (1) An employee shall, on the death of a member of the employee's family or household (as defined in the *Minimum Conditions of Employment Act 1993* (WA)), be entitled to paid bereavement leave of up to 2 days.
- (2) The 2 days need not be consecutive.
- (3) An employee who claims to be entitled to paid bereavement leave is to provide the employer, if so requested by the employer, evidence that would satisfy a reasonable person as to -
  - (a) the death that is the subject of the leave sought; and
  - (b) the relationship of the employee to the deceased person.

#### 17. - PARENTAL LEAVE

Parental leave is as provided for in accordance with Division 5 of Part 2-2 of the *Fair Work Act 2009* (Cth).

#### 17A. - FAMILY AND DOMESTIC VIOLENCE LEAVE

Family and domestic violence leave is as provided for in Division 7 of Part 2-2 of the *Fair Work Act 2009* (Cth) and the *Minimum Conditions of Employment Act 1993* (WA).

#### 18. - PUBLIC HOLIDAYS

- (1)
  - (a) The following days are recognised as public holidays for the purpose of this Award:  
  
New Year's Day, Australia Day, Good Friday, Easter Sunday, Easter Monday, Anzac Day, Labour Day, Western Australia Day, Sovereign's Birthday, Christmas Day and Boxing Day.
  - (b) An employee is entitled to be absent from work on a day or part of a day that is a public holiday for the purpose of this award, or a public holiday as defined in the *Minimum Conditions of Employment Act 1993* (WA).
  - (c) When any of the days mentioned in paragraph (a) hereof other than Easter Sunday 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) The employer may request that an employee work on a day or part of a day that is a public holiday if the request is reasonable.
- (4) If the employer makes a request, the employee may refuse the request if—
  - (a) the request is not reasonable; or

- (b) the refusal is reasonable.
- (5) In determining whether a request or refusal is reasonable, the following must be taken into account —
- (a) the nature and conduct of the employer’s business or operations;
  - (b) the nature of the employee’s work;
  - (c) the employee’s personal circumstances, including family responsibilities;
  - (d) whether the employee could reasonably expect that the employer might request work on the public holiday;
  - (e) whether the employee is entitled to receive overtime payments, penalty rates or other compensation (including compensation in the form of an annualised salary) for, or a level of remuneration that reflects an expectation of, work on the public holiday;
  - (f) the type of employment of the employee (for example, whether full-time, part-time, casual or shift work);
  - (g) the amount of notice in advance of the public holiday given
    - (i) by the employer when making the request; or
    - (ii) by the employee when refusing the request.
- (6) Any employee required to work on a public holiday shall be paid for the time worked at the rate of double time and one half.
- (7) When an employee is off duty owing to leave without pay, any public holiday falling during such absence shall not be treated as a paid public holiday. Where the employee is on duty or is available on the whole of the working day immediately preceding a public holiday or resumes duty or is available on the whole of the working day immediately following a public holiday, as prescribed in this clause, the employee shall be entitled to a paid public holiday on all such public holidays.
- (8) Where –
- (a) a day is proclaimed as a public holiday or as a public half-holiday under section 7 of the *Public and Bank Holidays Act 1972* (WA); and
  - (b) that proclamation applies either throughout the State or within a district or locality as specified in the proclamation;

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) An employee, other than a casual employee, is entitled for each year of service to paid annual leave for the number of hours the employee is required ordinarily to work in a 4 week period during that year.
- (2) Annual leave accrues pro rata on a weekly basis.
- (3) Annual leave is cumulative, and any leave not taken in one year is carried over to the next year.
- (4) If any award public 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, the employee:
  - (a) is taken not to be on paid annual leave or paid personal leave on that public holiday; and

- (b) is entitled to be absent from work on that public holiday; and
  - (c) is entitled to be paid for that public holiday in accordance with clause 18
- (5) If an employee lawfully leaves their employment or the employment is terminated by the employer through no fault of the employee, the employee shall be paid for any untaken annual leave to which the employee is entitled.
  - (6) If an employee leaves employment or the employment is terminated by the employer in circumstances other than those referred to in clause 19(5) the employee is to be paid for any untaken leave that relates to a completed year of service, except that if the employee is dismissed for misconduct, the employee is not entitled to be paid for any untaken leave that relates to a year of service that was completed after the misconduct occurred.
  - (7) An employee may be rostered off and granted annual leave with payment of ordinary wages as prescribed prior to having accrued the leave, in which case should the services of such employee terminate or be terminated prior to the completion of sufficient service to have accrued the leave, 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.
  - (8)
    - (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 public holidays, nor for any approved period of personal leave, with or without pay.
    - (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.
  - (9) 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.
  - (10) Employees regularly working 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 shall be allowed once in each two years reasonable travelling time for travel between the place of their employment and Perth or Geraldton for the purpose of taking annual leave.
  - (11) Where an employee and employer have not agreed when the employee is to take annual leave, subject to the employee giving the employer at least 2 weeks' notice, the employer is not to refuse the employee taking, at any time suitable to the employee, any period of annual leave the entitlement to which accrued more than 12 months before that time.

#### Annual Leave Loading

- (12) During the period of annual leave an employee shall receive a 17.5% loading calculated on the rate of pay the employee would have received under clause 22 at the time the employee takes the leave, provided that in no case shall the loading for four weeks' leave exceed the amount set out in the Australian Bureau of Statistics publication for "Average Weekly Earnings Full Time Males Western Australia" in W.A. for the November 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.

## PART 5 – WAGES, ALLOWANCES AND FACILITIES

### 21. - PAYMENT OF WAGES

- (1)
  - (a) The employer may elect to pay employees in cash or by electronic funds transfer to a bank, building society or credit union account in the name of the employee. The day that the electronic funds 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 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 Western Australian 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.

### 22. - WAGES

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

(1)

(a)	Classifications:	Minimum Weekly Rate (per week) \$
(1)	Chef	1026.40
(2)	Qualified Cook	991.10
(3)	Cook Employed Alone	967.50
(4)	Other Cooks	963.00
(5)	Bar Attendant	967.00
(6)	Waiter	957.10
(7)	Steward	957.10
(8)	Cashier	967.00
(9)	Counterhand	957.10
(10)	Tea Attendant	953.00
(11)	Kitchenhand	953.00
(12)	General Hand	953.00

- (2) A casual employee must be paid a loading of 50% for each hour worked.
- (3) A part-time employee must be paid a loading of 15% for each hour worked.
- (4) 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	\$95.30
Year 2	\$104.00
Year 3 and thereafter	\$111.80

- (5) 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 their normal wage per week:-

- (a) If placed in charge of less than six employees \$15.80
- (b) If placed in charge of six to ten employees \$21.30
- (c) If placed in charge of 11 to 20 employees \$24.50
- (d) If placed in charge of more than 20 employees \$41.00

#### 23. - JURY SERVICE

- (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 their 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 "Qualified Cook 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

#### 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 \$1.25 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 \$4.80 per week for such laundering. Provided further, that any employee employed as a Cook shall be paid \$7.20 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 \$2.54 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 their own knives they shall be paid an allowance of \$11.50 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.

## PART 6 – OTHER MATTERS

### 31. - RECORDS

An employer must keep employment records and provide pay slips in accordance with Part II, Division 2F – Keeping of and access to employment records and pay slips of the *Industrial Relations Act 1979* (WA).

Conditions regarding right of entry by authorised representatives of the Union for the purpose of inspection of records are dealt with in Part II, Division G – Right of entry and inspection by authorised representatives of the *Industrial Relations Act 1979* (WA).

### 32. - ROSTERS

- (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, or provided by electronic means reasonably accessible to all employees.
- (2) Such roster shall show:
  - (a) the name and classification 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 available for inspection to a duly accredited representative of the Union in accordance with clause 31.
- (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 personal leave 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 either made accessible electronically or 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 or made accessible electronically.
- (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.

### 36. - 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.

### 37. - 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 partner.

- (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 the coast; thence east along latitude 28 to a point north of Talling Peak; thence due south to Talling 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 the 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 they were 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 \$ per week	COLUMN III EXCEPTIONS TO STANDARD RATE Town or Place	COLUMN IV RATE \$ 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  Carnarvon	55.90  19.50
3	13.10	Meekatharra Mount Magnet Wiluna Laverton Leonora Cue	20.70
2	9.30	Kalgoorlie Boulder  Ravensthorpe Norseman Salmon Gums Marvel Loch Esperance	3.10   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 their 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.



### 38. - DISPUTE RESOLUTION PROCEDURES

It is the intention of this award 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 their 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 their 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 1979* (WA) 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 them by the employer, and if the matter is not satisfactorily resolved, they may discuss the matter with the Union.
  - (d) If the matter is not resolved by the foregoing discussions the shop steward shall notify their 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 1979* (WA) 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.

### 39. - 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.

#### 40. - 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 Institute.
  - (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.

#### 41. - 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 the employees' current position as well as those positions to which the employee 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.

SCHEDULE A - NAMED UNION PARTY

United Workers Union (WA)

SCHEDULE B - RESPONDENTS

Department of Primary Industry and Regional Development  
Department of Communities  
Department of Education  
Department of Health  
Department of Premier and Cabinet  
Department of Water and Environmental Regulation  
Department of Finance  
Department of Treasury  
The Minister for Lands  
Department of Local Government Sports and Cultural Industries  
Department of Fire and Emergency Services  
Department of Transport  
Department of Planning Lands and Heritage  
Department of Justice  
Western Australian Museum  
Western Australia Police Force  
Commissioner of Main Roads  
State Law Publisher  
Insurance Commission of Western Australia

VARIATION RECORD

<b><u>CATERING EMPLOYEES, AND TEA ATTENDANTS (GOVERNMENT) AWARD</u></b>				
Delivered 16/12/82 at 63 WAIG 24				
Varied & Consolidated 949/90 13/05/91 at 71 WAIG 1446				
Varied & Consolidated 41/23 20/03/23 at 105 WAIG 651				
CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
<b>PART 1 – APPLICATION AND OPERATION</b>				
	Ins Title	41/23	20/03/25	105 WAIG 651
1. - Title				
	Cl. & Title	41/23	20/03/25	105 WAIG 651
1B. - Minimum Adult Award Wage				
	Cl. & Title	41/23	20/03/25	105 WAIG 651
2. - Arrangement				
	Cl. & Title	41/23	20/03/25	105 WAIG 651
3. - Area				
	Cl. & Title	41/23	20/03/25	105 WAIG 651
4. - Scope				
	Cl. & Title	41/23	20/03/25	105 WAIG 651
5. - Definitions				
	Cl. & Title	41/23	20/03/25	105 WAIG 651
<b>PART 2 – CONTRACT OF EMPLOYMENT</b>				
	Ins Title	41/23	20/03/25	105 WAIG 651
6. - Contract of Employment				
	Cl. & Title	41/23	20/03/25	105 WAIG 651
7. - Termination of Employment and Stand Down				
	Cl. & Title	41/23	20/03/25	105 WAIG 651
<b>PART 3 – HOURS OF WORK</b>				
	Ins Title	41/23	20/03/25	105 WAIG 651
8. - Hours				
	Cl. & Title	41/23	20/03/25	105 WAIG 651
9. - Additional Rates for Ordinary Hours				

	Cl. & Title	41/23	20/03/25	105 WAIG 651
10. - Overtime				
	Cl. & Title	41/23	20/03/25	105 WAIG 651
11. - Casual Employees				
	Cl. & Title	41/23	20/03/25	105 WAIG 651
12. - Part-Time Employees				
	Cl. & Title	41/23	20/03/25	105 WAIG 651
13. - Meal Breaks				
	Cl. & Title	41/23	20/03/25	105 WAIG 651
14. - Meal Allowance				
	Cl. & Title	41/23	20/03/25	105 WAIG 651
PART 4 – LEAVE AND PUBLIC HOLIDAYS				
	Ins Title	41/23	20/03/25	105 WAIG 651
15. - Personal Leave				
	Cl. & Title	41/23	20/03/25	105 WAIG 651
16. - Bereavement Leave				
	Cl. & Title	41/23	20/03/25	105 WAIG 651
17. - Parental Leave				
	Cl. & Title	41/23	20/03/25	105 WAIG 651
17A. - Family and Domestic Violence Leave				
	Cl. & Title	41/23	20/03/25	105 WAIG 651
18. - Public Holidays				
	Cl. & Title	41/23	20/03/25	105 WAIG 651
19. - Annual Leave				
	Cl. & Title	41/23	20/03/25	105 WAIG 651
20. - Long Service Leave				
	Cl. & Title	41/23	20/03/25	105 WAIG 651
PART 5 – WAGES, ALLOWANCES AND FACILITIES				
	Ins Title	41/23	20/03/25	105 WAIG 651
21. - Payment of Wages				
	Cl. & Title	41/23	20/03/25	105 WAIG 651
22. - Wages				
	Cl. & Title	41/23	20/03/25	105 WAIG 651

23. - Jury Service				
	Cl. & Title	41/23	20/03/25	105 WAIG 651
24. - Apprentices				
	Cl. & Title	41/23	20/03/25	105 WAIG 651
25. - Bar Work				
	Cl. & Title	41/23	20/03/25	105 WAIG 651
26. - Higher Duties				
	Cl. & Title	41/23	20/03/25	105 WAIG 651
27. - Uniforms and Laundering				
	Cl. & Title	41/23	20/03/25	105 WAIG 651
28. - Protective Clothing				
	Cl. & Title	41/23	20/03/25	105 WAIG 651
29. - Employee's Equipment				
	Cl. & Title	41/23	20/03/25	105 WAIG 651
30. - Travelling Facilities				
	Cl. & Title	41/23	20/03/25	105 WAIG 651
PART 6 – OTHER MATTERS				
	Ins Title	41/23	20/03/25	105 WAIG 651
31. - Records				
	Cl. & Title	41/23	20/03/25	105 WAIG 651
32. - Rosters				
	Cl. & Title	41/23	20/03/25	105 WAIG 651
33. - Change and Rest Rooms				
	Cl. & Title	41/23	20/03/25	105 WAIG 651
34. - First Aid Kit				
	Cl. & Title	41/23	20/03/25	105 WAIG 651
35. - Posting of Award and Union Notices				
	Cl. & Title	41/23	20/03/25	105 WAIG 651
36. – Breakdowns				
	Cl. & Title	41/23	20/03/25	105 WAIG 651
37. - District Allowance				

	Cl. & Title	41/23	20/03/25	105 WAIG 651
38. - Dispute Resolution Procedures				
	Cl. & Title	41/23	20/03/25	105 WAIG 651
39. - Leave to Attend Union Business				
	Cl. & Title	41/23	20/03/25	105 WAIG 651
40. - Trade Union Training Leave				
	Cl. & Title	41/23	20/03/25	105 WAIG 651
41. - Paid Leave for English Language Training				
	Cl. & Title	41/23	20/03/25	105 WAIG 651
Schedule A – Named Union Party				
	Cl. & Title	41/23	20/03/25	105 WAIG 651
Schedule B – Respondents				
	Cl. & Title	41/23	20/03/25	105 WAIG 651

SUPERSEDED  
VARIATION RECORD

CATERING EMPLOYEES, AND TEA ATTENDANTS (GOVERNMENT) AWARD, 1982  
(NO. A 34 OF 1981)

Delivered 16/12/82 at 63 WAIG 24

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

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
<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

<b>1B. Minimum Adult Award Wage</b>				
	Ins. 1B	940/97	14/11/97	77 WAIG-3177
	Cl.	1208/98	23/10/98	78 WAIG-4326
	Min wage & 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 & 2040
	(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 & 2221
	Cl.	957/05	07/07/06	86 WAIG-1631 & 1757
	Cl.	1/07	01/07/07	87 WAIG-1487 & 1627
	Cl.	115/07	01/07/08	88 WAIG-773 & 902
	Cl	1/09	01/10/09	89 WAIG-735 & 1317
	Cl.	2/10	01/07/10	90 WAIG-568 & 818
	Cl.	2/11	01/07/11	91 WAIG-1008 & 1221
	Cl.	2/12	01/07/12	92 WAIG-1042
	Cl.	1/13	01/07/13	93 WAIG-713
	Cl.	1/14	01/07/14	94 WAIG-934
	Cl.	1/15	01/07/15	95 WAIG-917
	Cl.	1/16	01/07/16	96 WAIG-774
	Cl.	1/17	01/07/17	97 WAIG-838
	Cl.	1/18	01/07/18	98 WAIG-263 & 545

	Cl.	1/19	01/07/19	99 WAIG-509 & 868
	Cl.	1/20	01/01/21	100 WAIG-651
	Cl.	1/21	01/07/21	101 WAIG-658
<b>2. Arrangement</b>				
	Cl.	482 & 1259/91	11/09/91	71 WAIG-2884
	Ins. 1A	1752/91	31/01/92	72 WAIG-191
	Del. Sch Resp. Ins. Sch A – B	1527/93	24/12/93	74 WAIG-141
	1A. Title	1457/93	24/12/93	74 WAIG-198
	1A. Title	985/94	30/12/94	75 WAIG-23
	1A. Title	1164/95	21/03/96	76 WAIG-911
	Ins. Appendix – Resolution...	693/96	16/07/96	76 WAIG-2768
	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
<b>3. Area</b>				
<b>4. Scope</b>				

	Text	41/23	11/03/25	Unreported
<b>5. Term</b>				
	Del.	41/23	11/03/25	Unreported
<b>6. Definitions</b>				
	Ins. (8)	482 & 1259/91	11/09/91	71 WAIG 2884
<b>7. Contract of Service</b>				
<b>8. Hours</b>				
<b>9. Additional Rates for Ordinary Hours</b>				
	Ins. (3) – (6)	482 & 1259/91	11/09/91	71 WAIG 2884
	(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
	(1) – (2)	63/08	29/10/08	88 WAIG 2114
	(1) – (2)	22/13	27/05/13	93 WAIG 506
<b>10. Overtime</b>				
<b>11. Casual Employees</b>				

<b>12. Part-Time Employees</b>				
	(1)-(2)	482 & 1259/91	11/09/91	71 WAIG-2884
<b>13. Meal Breaks</b>				
<b>14. Meal Money</b>				
	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
	Cl.	63/08	29/10/08	88 WAIG-2114
	Cl.	22/13	27/05/13	93 WAIG-506
<b>15. Sick Leave</b>				
<b>16. Compassionate Leave</b>				
<b>17. Maternity Leave</b>				
<b>18. Public Holidays</b>				

<b>19. Annual Leave</b>				
	(10)	22/13	27/05/13	93 WAIG-506
<b>20. Long Service Leave</b>				
<b>21. Payment of Wages</b>				
<b>22. Wages</b>				
	(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
	Cl.	1/07	01/07/07	87 WAIG 1487 & 1627
	Cl	115/07	01/07/08	88 WAIG 773 & 902
	(2)–(3)	63/08	29/10/08	88 WAIG 2114
	Cl.	1/09	01/10/09	89 WAIG 735 & 1317
	Cl.	2/10	01/07/10	90 WAIG 568 & 818
	Cl.	2/11	01/07/11	91 WAIG 1008 & 1221
	Cl.	2/12	01/07/12	92 WAIG 1042
	(2)–(3)	22/13	27/05/13	93 WAIG 506
	Cl.	1/13	01/07/13	93 WAIG 713
	Cl.	1/14	01/07/14	94 WAIG 934
	Cl.	1/15	01/07/15	95 WAIG 917
	Cl.	1/16	01/07/16	96 WAIG 774
	Cl.	1/17	01/07/17	97 WAIG 838
	Cl.	1/18	01/07/18	98 WAIG 263 & 545
	Cl	1/19	01/07/19	99 WAIG 509 & 868
	Cl	1/20	01/01/21	100 WAIG 651
	Cl.	1/21	01/07/21	101 WAIG 658
(23. Tea Attendants)				
	Cl. & title	482 & 1259/91	11/09/91	71 WAIG 2884
<b>23. Jury Service</b>				

<b>24. Apprentices</b>				
	(†)	482 & 1259/91	11/09/91	71 WAIG-2884
<b>25. Bar Work</b>				
	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
	Cl.	63/08	29/10/08	88 WAIG-2114
	Cl.	22/13	27/05/13	93 WAIG-506
<b>26. Higher Duties</b>				
<b>27. Uniforms and Laundering</b>				
	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
	Cl.	63/08	29/10/08	88 WAIG-2114
	Cl.	22/13	27/05/13	93 WAIG-506

<b>28. Protective Clothing</b>				
	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
	(1)	63/08	29/10/08	88 WAIG-2114
	(1)	22/13	27/05/13	93 WAIG-506
<b>29. Employee's Equipment</b>				
	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
	Cl.	63/08	29/10/08	88 WAIG-2114
	Cl.	22/13	27/05/13	93 WAIG-506
<b>30. Travelling Facilities</b>				

<b>31. Record</b>				
	(2) Ins text:	491/98	16/04/98	78 WAIG-1563
<b>32. Roster</b>				
<b>33. Change and Rest Rooms</b>				
<b>34. First Aid Kit</b>				
<b>35. Posting of Award and Union Notices</b>				
	Ins.Txt	2053(1)/97	22/11/97	77 WAIG 3138
<del>(36. Under Rate Employees)</del>				
	Deleted	482 & 1259/91	11/09/91	71 WAIG 2884
<b>36. Deleted</b>				
<b>37. Breakdowns</b>				
<b>38. District Allowance</b>				
	Ins. (16)	482 & 1259/91	11/09/91	71 WAIG 2884
<b>39. Grievance Procedures</b>				
<b>40. Leave to Attend Union Business</b>				

<b>(41. Deduction of Union Subscriptions)</b>				
	Cl. & Title	2053(2)/97	22/11/97	77 WAIG-3171
<b>41. Deleted</b>				
<b>42. Trade Union Training Leave</b>				
<b>43. Paid Leave for English Language Training</b>				
<b>44. Enterprise Flexibility</b>				
	Ins. Cl.	1010/96	26/09/96	76 WAIG-4291
<b>Appendix – Resolution of Disputes Requirements</b>				
	Ins. Appendix	693/96	16/07/96	76 WAIG-2768
	App	2053/97	22/11/97	77 WAIG-3079
<b>Schedule A – Named Union Party</b>				
	Ins. Schedule	1527/93	24/12/93	74 WAIG-141
	Sch.	741/00	14/03/01	81 WAIG-843
	Text	22/13	27/05/13	93 WAIG-506
<b>(Schedule of Respondents)</b>				
	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
	Seh.	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