

Salaried Officers (Association for the Blind of Western Australia) Award, 1995

1. - TITLE

This Award Shall be known as the “Salaried Officers (Association for the Blind of Western Australia) Award, 1995”.

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 \$760.00 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 \$760.00 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 January 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 2020 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 \$649.40 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 \$649.40 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 January 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.

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3. - EFFECT, AREA AND SCOPE

- (1) This Award shall apply to all Salaried Officers employed by the Association for the Blind of Western Australia (Incorporated) and to the employer employing these employees, within the state of Western Australia.
- (2) The named parties to this Award are as set out in Schedule A and Schedule B, attached hereto.
- (3) The "Braille Society (Salaried Officers) Agreement, 1977" shall be superceded and replaced by this Award.
- (4) This Award shall replace the "Hospital Salaried Officers (Nursing Homes) Award No 18 and 19 of 1974" in so far as it covers the Association for the Blind of Western Australia (Incorporated) operating as the Braille Nursing Home.

4. - TERM

The term of this Award shall be for a period of three years from the beginning of the first pay period commencing after the date hereof. (This Award was delivered on the 21st day of May 1996.)

5. - DEFINITIONS

- (1) "Union" means the Health Services Union of Western Australia (Union of Workers).
- (2) "The Employer" means the Association for the Blind of Western Australia (Incorporated).
- (3) "Salaried Officer" means an employee who is engaged in a professional, administrative, supervisory, technical or clerical capacity, but shall not include persons employed as Nurses or persons employed under classifications named at Clause 34. - Wages of the Private Hospital Employees' Award 1972 at the date of registration of this Award, namely the Salaried Officers (Association for the Blind) Award, 1996 and provided it does not apply to employee's employed in frail aged hostels.
- (4) "Metropolitan Area" means that area within a radius of fifty kilometres from the Perth Railway Station.
- (5) "A day" means, for the purposes of Clauses 18, 20, and 22 from midnight to midnight.
- (6) "Headquarters" means that location in which the principle work is carried out, as defined by the employer.

- (7) “Day Employee” means an employee who works his/her ordinary hours from Monday to Friday.
- (8) “Shift Employee” means an employee who is not a day employee as defined.
- (9) “Temporary Employee” means an employee engaged for a specific period or periods longer than one month but less than 12 months.

6. - CONTRACT OF SERVICE

- (1) During the first six months of employment the contract of service shall be by the fortnight and may be terminated by two weeks' notice on either side given in writing on any day or by the payment by the employer, or the forfeiture by the employee, of an amount equal to two weeks' salary provided that, a lesser period of notice may be agreed, in writing between the employer and the employee concerned. This period of time shall be deemed to be a probationary period.

Provided that, in the case of casual employees, the contract of service shall be daily.

- (2) (a) On the completion of six months' employment the contract of service shall be confirmed and the contract shall then be by the month unless the employer notifies the employee of an intention to continue the contract of service on a fortnightly basis for a further period of up to six months in which case the provisions of subclause (1) of this clause will apply during that period.
- (b) Where the employer notifies an employee of an intention to continue the contract of service on a fortnightly basis in accordance with paragraph (a) and the employment continues for up to a total of twelve months, if the employer does not wish to retain the employee, the employer shall terminate the contract of service forthwith by one month's notice given in writing or by the payment of an amount equal to one month's salary or, if the employer fails to do so, the contract of service shall be continuous and shall be deemed to be by the month.
- (3) An employee whose contract of service is by the month may terminate the contract of service by one month's notice given in writing on any day or the forfeiture of an amount equal to one month's salary provided that, a lesser period of notice may be agreed, in writing, between the employer and the employee concerned.

Provided that the contract of service of a casual employee may be terminated by one day's notice by either side or by payment or forfeiture of one day's salary.

- (4) The employer may terminate the contract of service of any employee, whose contract of service is by the month, by one month's notice given in writing on any day but only if -
 - (a) The employer has followed the disciplinary procedure in accordance with subclause (3) of Clause 34 - Dispute Settlement Procedures and is satisfied that the employee is guilty of:
 - (i) serious misconduct;
 - (ii) Wilful disobedience or disregard of any reasonable lawful order;
 - (iii) being inefficient or incompetent in the discharge of duties and such inefficiency or incompetency appears to arise from causes within the employee's control;
 - (iv) using intoxicating beverages/substances to excess; or
 - (v) being negligent or careless in the discharge of duties.
 - (b) the employee is convicted of any indictable offence;
 - (c) on the basis of medical evidence, the employee does not have the capacity to continue to carry out the duties of his/her position; or

- (d) the position occupied by an employee is no longer considered necessary.
- (5) The foregoing provisions of this clause do not affect the employer's right to dismiss an employee without notice for misconduct and in such a case the salary of the employee shall be paid up to the time of dismissal only but where an employee, whose contract of service is by the month, is dismissed the cause for dismissal shall be of the kind referred to in paragraphs (a) and (b) of subclause (4) of this clause.
- (6)
 - (a) Where an employer considers that a position occupied by an employee is no longer necessary and no other employment is available to that employee the Union shall be notified in writing to that effect.
 - (b) The Union may, within seven days of the date upon which that notification is given, request the employer to review that decision but where an agreement is not reached in discussion between the employer and the Union the contract of service may be terminated in accordance with the provisions of subclause (4) of this clause.
- (7) Where the employer seeks to terminate the services of an employee in accordance with subclauses (4) and (5) of this clause, the employer shall, upon written request, supply to the employee, a written statement setting out the full details of the incident, circumstance, event or matters upon which the employer based the decision. Each statement shall be supplied within seventy-two hours of receipt of the request.

7. - CLASSIFICATION/SALARY RATES

- (1) The employer shall allocate a classification to each salaried officer on appointment. Such classification shall be determined in accordance with the provisions of Schedule D - Classification and Grading of Employees.
- (2) The minimum rates of salaries to be paid to employees covered by this award shall be those set out in Schedule C - Minimum Salaries attached to this Award. Nothing contained in this award shall preclude the payment by way of an allowance an amount in addition to that prescribed for the classification of a position as determined in accordance with Schedule D - Classification and Grading of Employees.

8. - PAYMENT OF SALARIES

- (1) Salaries shall be paid fortnightly but, where the usual pay day falls on a holiday prescribed in Clause 13. - Holidays and Annual Leave of this Award, payment shall be made on the previous working day.
- (2) A fortnights salary shall be computed by dividing the annual salary rate by 313 and multiplying the result by 12.
- (3) The hourly rate shall be calculated as one seventy-fifth of the fortnights salary.
- (4)
 - (a) Salaries shall be paid by direct funds transfer to the credit of an account nominated by the employee at such bank, building society or credit union approved by the employer. Provided that where such form of payment is impractical or where some exceptional circumstances exist and by agreement between the employer and the union, payment by cheque may be made.
 - (b) Where the employer requires the employee to establish an account for the purpose of receiving his/her salary the employee shall pay the costs associated with the establishment and maintenance of such accounts.
 - (c) In respect of transfer fees associated with the transfer of funds from the employer's bank to any other bank or financial institution, such fees shall be paid by the employer.

9. - HIGHER DUTIES

- (1) An employee who is directed by the employer to relieve in a position which is classified higher than the employee's own and who performs the full duties and accepts the full responsibility of the higher position for five consecutive working days or more, shall, subject to the provisions of this Award, be paid an allowance equal to the difference between the employee's own salary and the salary of the position in which the employee is relieving.

Provided that where the full duties of a higher office are temporarily performed by two or more employees, they shall each be paid an appropriate allowance determined by the employer. Any dispute on the quantum of such allowance shall be referred to the Board of Reference.

- (2) Where the full duties of a higher classified position are not performed, an employee shall be paid such proportion of the allowance provided for in subclause (1) as the duties performed bear to the full duties of the higher position. Where such a proportionate allowance is to be paid, however, employees shall be advised of the allowance to be paid before commencing the duties of the higher position.

The allowance may be adjusted during the period of higher duties to reflect variations to the proportion of duties performed.

- (3) An employee shall be entitled to receive an increase in the allowance equivalent to the annual increment an employee would receive if permanently appointed to the office, provided that the employee has an aggregate of 12 months service in an office of the same or higher classification as the acting office, during the 18 months preceding the commencement of the acting service.

- (4) (a) An employee shall continue to be paid the higher duties allowance during:
- (i) a period of normal annual leave, which for the purposes of this clause shall mean leave referred to in sub-clause (4) and (8), and holidays mentioned in subclause (1) of Clause 13. - Holidays and Annual Leave, and time in lieu accrued during the preceding twelve months, taken in conjunction with annual leave;
 - (ii) a period of long service leave of not more than one calendar month;
- where the employee has been in receipt of a higher duties allowance for a continuous period of 12 months or more. An employee with less than 12 months service in the office shall receive the allowance during leave if the office remains vacant during the employee's absence and the employee resumes in the office immediately following the leave.
- (b) An employee receiving an allowance under this subclause, shall not be entitled to payment of an allowance for the whole or any part of the period of leave, where the leave is in excess of that specified at paragraph (4)(a).

10. - HOURS

- (1) (a) Subject to the provisions of paragraph (b) of this subclause the ordinary hours of work shall be an average of thirty seven and one half hours per week and shall be worked by one of the following arrangements:
- (i) Ordinary hours of work of thirty seven and one half per week;
 - (ii) Flexitime roster covering a settlement period of four weeks;
 - (iii) Actual hours of seventy five over nine days with the tenth day to be taken as a paid rostered day off;
 - (iv) Such other arrangements as are agreed between the employer and employee;

- (v) Where the Union and the employer so agree, shifts of more than 10 hours but not more than 12 hours may be worked for the purpose of trialing alternative shift arrangements only.
- (b) Where the employer has made a definite decision to introduce changes to shift rosters or employees' ordinary hours, the employer shall notify the employees who may be affected by the proposed changes and the Union as soon as the decision has been made and before the changes are to be introduced. Discussion with the employees and Union shall occur consistent with Clause 33. - Introduction of Change.
- (c) The operation of working arrangements prescribed in paragraph (a) above, shall be consistent with the working arrangements prescribed in this clause.
- (d) An employee shall be entitled to paid breaks of up to ten minutes in total duration each day.

Provided that the entitlement shall not apply on those occasions where consumers' requirements are such that a break cannot reasonably be taken.

(2) Ordinary Hours

The spread of ordinary hours will be from 6.00am to 7.00pm Monday to Friday inclusive with a meal break of not less than 30 minutes nor more than 60 minutes to be taken between 11.00am and 2.30pm, provided that an employee may with prior approval of their supervisor be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes.

(3) Other Working Arrangements

- (a) The ordinary hours of duty observed may be varied in accordance with subclause (1)(a)(iv) so as to make provisions for:
 - (i) the attendance of employees for duty on a Saturday, Sunday, Public Holiday or on a Public Service Holiday.
 - (ii) the performance of shift work including work on Saturdays, Sundays, Public Holidays or on a Public Service Holiday; and
 - (iii) the nature of the duties of an employee or class of employees in fulfilling the responsibilities of their office,

provided that where the hours of duty are so varied an employee shall not be required to work more than five hours continuously without a break with the duration of meal breaks to be in accordance with subclause (2) of this clause.

- (3) (b) Notwithstanding the above, where it is considered necessary to provide a more economic operation, the employer may authorise the operation of alternative working arrangements.

The continuing operation of any alternative working arrangements, so approved, will depend on the employer being satisfied that the efficient functioning of the department is being enhanced by its operation.

Such alternative working arrangements shall be in accordance with subclause (1)(a) and (c).

(4) Flexitime Arrangements

(a) Flexitime Roster

- (i) The authorisation of a flexitime roster shall be the responsibility of the employer. The roster will indicate the minimum staffing and any other requirements in respect to starting and finishing times, lunch break coverage and flexileave.

- (ii) The roster shall cover a settlement period of four weeks and shall be made available to all affected employees no later than three days prior to the settlement period commencing.
 - (iii) The roster shall be prepared in consultation with the affected employees, subject to the employer retaining the right to determine arrangements to suit the operational needs of the department.
 - (iv) Subject to four weeks notice being given to affected employees, the employer may withdraw authorisation of a flexitime roster.
- (4) (b) Hours of Duty
- (i) The ordinary hours of duty may be an average of 7 hours 30 minutes per day which may be worked with flexible commencement and finishing times in accordance with the provisions of this subclause, provided that the required hours of duty for each four week settlement period shall be 150 hours.
 - (ii) For the purpose of leave, Public Holidays and Public Service Holidays, a day shall be credited as 7 hours 30 minutes.
- (c) Flexitime Periods
- Within the constraints of the prepared roster and subject to the concurrence of the supervisor, employees may select their own starting and finishing times within the following periods:
- 7.30 am to 9.30 am
 - 12.00 noon to 2.00 pm (Minimum half an hour break.)
 - 3.30 pm to 6.00 pm
- (d) Core Periods
- Employees must work in the following core periods unless unavoidably absent due to illness or approved leave.
- 9.30 am to 12.00 noon
 - 2.00 pm to 3.30 pm
- (e) Lunch Break
- (i) An employee shall be allowed to extend the meal break between 12 noon and 2.00 pm of not less than 30 minutes but not exceeding 60 minutes except as provided below.
 - (ii) An employee may be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes. Such an extension is subject to prior approval of the employee's supervisor.
- (f) Flexileave
- (i) Within the constraints of the prepared roster and subject to the prior approval of the supervisor, an employee may be allowed a maximum of two full days or any combination of half days and full days that does not in total exceed two days in any one settlement period.
 - (ii) Approval to take flexileave is subject to the employee having accrued sufficient credit hours to cover the absence prior to taking the leave. In exceptional circumstances and with the approval of the employer, flexileave may be taken before accrual subject to such conditions as the employer may impose.
- (4) (g) Settlement Period

(i) For recording time worked, there shall be a settlement period which shall consist of four weeks.

(ii) The settlement period shall commence at the beginning of a pay period.

(iii) The required hours of duty for a settlement period shall be 150 hours.

(h) Credit Hours

(i) Credit hours in excess of the required 150 hours to a maximum of 7 hours 30 minutes are permitted at the end of each settlement period. Such credit hours shall be carried forward to the next settlement period.

(ii) Credit hours in excess of 7 hours 30 minutes at the end of a settlement period shall be lost.

(iii) Credit hours at any point within the settlement period shall not exceed 20 hours.

(i) Debit Hours

(i) Debit hours below the required 150 hours to a maximum of 4 hours are permitted at the end of each settlement period.

Such debit hours shall be carried forward to the next settlement period.

(ii) For debit hours in excess of 4 hours, an employee shall be required to take leave without pay for the period necessary to reduce debit hours to those specified in subparagraph (i)(i) of this subclause.

(iii) Employees having excessive debit hours may be placed on standard working hours in addition to being required to take leave without pay.

(j) Maximum Daily Working Hours

A maximum of 10 hours may be worked in any one day, assuming a 7.30 am start, 6.00 pm finish and 30 minutes for lunch.

(k) Study Leave

Where study leave has been approved by the employer, credits will be given for education commitments falling within the ordinary hours of duty and for which "time off" is necessary to allow for attendance at formal classes.

(4) (l) Overtime

(i) Employees receiving at least one day's prior notice of overtime shall be required to work the ordinary hours of duty determined by the employer under subclause (1) of this clause.

(ii) Where an employee is required to work overtime at the conclusion of a day with less than one day's notice, and

(aa) where the employee has at the commencement of that day 2 hours or more flexitime credits, the employee shall be paid overtime after 5 hours work on that day, or for time worked after 3.30 pm, whichever is the later, or

(bb) where that employee has commenced duty prior to 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee

shall be paid overtime, for time worked after the completion of ordinary hours of duty or after working 7½ hours on that day, whichever is the earlier, or

(cc) where that employee has commenced work after 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime for time worked after 5.30 pm or after working 7½ hours, on that day whichever is the earlier.

(iii) Where an employee is required to work overtime at the beginning of a day with less than one day's notice, that employee shall be paid overtime for any time worked prior to the commencing time for ordinary hours of duty determined by the employer under subclause (1) of this clause.

(5) Nine Day Fortnight

(a) Hours of Duty

(i) The employer may authorise the operation of a nine day fortnight where the ordinary hours of duty of 75 hours a fortnight are worked over nine days of the fortnight, exclusive of work performed on Saturday, Sunday and the special rostered day off, with each day consisting of 8 hours and 20 minutes.

(ii) The employer shall determine employees' commencing and finishing times between the spread of 6.00 am and 7.00 pm, in order to ensure that departmental requirements are met on each day.

(b) Lunch Break

(i) Employees shall be allowed forty five minutes for a meal break between 12 noon and 2.00 pm to meet the employer's requirements.

(ii) Such meal breaks shall be arranged so that adequate staff are on duty between 12 noon and 2.00 pm to meet the employer's requirements.

(c) Special Rostered Day Off

Each employee shall be allowed one special rostered day off each fortnight in accordance with a roster prepared by management showing days and hours of duty and special rostered days off for each employee.

(d) Leave, Public and Public Service Holidays.

For the purposes of leave, Public Holidays and Public Service Holidays, a day shall be credited as 8 hours 20 minutes notwithstanding the following:

(i) When a Public Holiday or a Public Service Holiday falls on an employee's special rostered day off the employee shall be granted a day in lieu of the holiday prior to the conclusion of the current fortnight.

(ii) For a Public Holiday or Public Service Holiday occurring during a period of annual leave, an additional day will be added to the period of leave irrespective of whether it falls on a rostered work day or special rostered day off.

(iii) A four week annual leave entitlement is equivalent to 150 hours, the equivalent to eighteen rostered working days of 8 hours 20 minutes, and two special rostered days off.

(iv) An employee who is sick on a special rostered day off will not be granted sick leave for that day, and will not be credited with an additional day off in lieu.

(e) Overtime

The provisions of Clause 11. - Overtime of this Agreement shall apply for work performed prior to an employee's nominated starting time and after an employee's nominated ceasing time in accordance with subparagraph (a)(ii) and on an employee's special rostered day off.

(f) Study Leave

Credits for study leave will be given for educational commitments falling due between an employee's nominated starting and finishing times.

11. - OVERTIME

- (1) All time worked at the direction of the employer outside the hours prescribed in Clause 10. - Hours hereof on any day Monday to Friday, both inclusive shall be paid for at the rate of time and one half for the first three hours and double time thereafter. Provided that overtime rates shall not apply until after eight ordinary hours have been worked on each day, or in the case of part-time employees, beyond their ordinary hours of work, subject to the provisions of Clause 27 - Part-time Employees.
- (2) All time worked at the direction of the employer on a Saturday prior to 12 noon shall be paid for at the rate of time and one half for the first three hours, double time thereafter and on Saturdays after 12 noon and on Sundays at the rate of double time.
- (3) All time worked at the direction of the employer outside the hours prescribed in Clause 10. - Hours hereof on a holiday prescribed in Clause 13. - Holidays and Annual Leave of this Award shall be paid for at the rate of double time and one half.
- (4) In lieu of payment for overtime an employee, on request, shall be allowed time off proportionate to the payment to which he is entitled up to a maximum of five days per annum. Such time off shall be taken at a time convenient to the employer. If the employer agrees, an employee may take time off in excess of five days per annum.
- (5) Notwithstanding anything contained elsewhere in this clause an employee whose salary exceeds that determined from time to time as the maximum payable to an employee on Level 6 of Schedule C - Minimum Salaries attached to this Award, shall -
 - (a) Be entitled to the benefit of the provisions of this clause if he/she is rostered to work regular overtime or is instructed by the employer to hold him/herself on call in accordance with the provisions of subclause (6) of this clause.
 - (b) In all other cases, be allowed time off equivalent to the overtime worked. Such time off shall be taken at a time convenient to the employer.
- (6)
 - (a) For the purposes of this Award an employee is on-call when he/she is directed by the employer to remain at such a place as will enable the employer to readily contact him/her during the hours when the employee is not otherwise on duty. In so determining the place at which the employee shall remain the employer may require that place to be within a specified radius from the usual place of work.
 - (b)
 - (i) An employee shall be paid an hourly allowance equal to 18.75% of 1/40th of the minimum weekly rate prescribed from time to time for a Medical Scientist. Provided that payment in accordance with this paragraph shall not be made with respect to any period for which payment is otherwise made in accordance with the provisions of this clause when the employee is recalled to work.
 - (ii) Where the employer supplies the employee with a long-range beeper, the employee shall be paid 75% of the rate prescribed in placitum (i) of this paragraph.

- (c) Where the employer determines that there is a need for an employee to be on-call or to provide a consultative service and the means of contact is to be by telephone or telepage, the employer shall, where the telephone is not already installed, bear the cost of such installation.
 - (d)
 - (i) Where the employee pays or contributes towards the payment of the rental of such telephone the employer shall pay the employee an amount being a proportion of the telephone rental calculated on the basis that for each seven days on which an employee is required to be on-call, the employer shall pay the employee 1/52nd of the annual rental paid by the employee.
 - (ii) Provided that where as a usual feature of the work an employee is regularly required to be on-call or to provide a consultative service the employer shall pay the full amount of the telephone rental.
 - (e) Where the employer determines that the means of contact is to be by telepage or similar device the employer shall supply such device to the employee at no extra cost to the employee.
 - (f) Where the employer determines otherwise or it is not possible to contact an employee by telephone or telepage, the employer may send a taxi to the employee's residence or such other place with instructions for the employee to return to work.
 - (g) Notwithstanding the provisions of this subclause, where the employer and the union, in writing agree, other arrangements may be made for compensation of on-call work.
- (7) If an employee is recalled to work for any purpose the employee shall be paid a minimum of two hours at the appropriate overtime rate but shall not be obliged to work for two hours if the work for which the employee was recalled is completed in less time, provided that if an employee is called out within two hours of starting work on a previous call the employee shall not be entitled to any further payment for the time worked within that period of two hours.
- (8) For the purpose of assessing overtime each day shall stand alone.

12. - MEAL MONEY

An employee required to work overtime before or after the employees ordinary working hours on any day, shall, when such additional duty necessitates taking a meal away from the employees usual place of residence, be supplied by the employer with any meal required or be reimbursed for each meal purchased at the rate of \$8.05 for breakfast, \$9.90 for the midday meal, and \$11.90 for the evening meal. Provided that the overtime worked before or after the meal break totals not less than two hours. Such reimbursement shall be in addition to any payment for overtime to which the employee is entitled.

13. - HOLIDAYS AND ANNUAL LEAVE

- (1)
 - (a) The following days or the days observed in lieu thereof shall subject as hereinafter provided, be allowed as holidays without deduction of pay, namely New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day, Boxing Day and any other holidays which the Governor may appoint and are notified as Public Service Holidays. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in this subclause.
 - (b) Where any of the days mentioned in subclause (1)(a) hereof falls on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday, the holiday shall be observed on the next succeeding Tuesday.
- (2)
 - (a) When any of the days observed as a holiday in this clause fall during a period of annual leave the holiday or holidays shall be observed on the next succeeding work day or days as the case may be after completion of that annual leave.

- (b) When any of the days observed as a holiday as prescribed in this clause fall on a day when a shift employee is rostered off duty and the employee has not been required to work on that day the employee shall be paid as if the day was an ordinary working day or if the employer agrees be allowed to take a day's holiday in lieu of the holiday at a time mutually acceptable to the employer and the employee.
- (3) (a) Any employee, subject to paragraph (b) of this subclause, who is required to work on the day observed as a holiday as prescribed in this clause in the employees normal hours of labour or ordinary hours in the case of a shift employee shall be paid for the time worked at the rate of double time and a half or if the employer agrees be paid for the time worked at the rate of time and a half and in addition be allowed to observe the holiday on a day mutually acceptable to the employer and the employee.
 - (b) (i) An employee who is instructed by the employer to hold him/her/self on-call in accordance with the provisions of subclause (6) of Clause 11. - Overtime on a day observed as a public holiday during the normal hours of labour or the ordinary hours in the case of a shift employee shall be allowed to observe that holiday on a day mutually acceptable to the employer and the employee.
 - (ii) An employee who is holding him/her/self on-call during the period specified in the preceding paragraph in accordance with subclause (6) of Clause 11. - Overtime shall be paid for any time worked during the period at the rate of time and a half in accordance with the provisions of subclause (7) of Clause 11. - Overtime.
- (c) An employee who is required to work on a public holiday outside of the hours referred to in subclause (3)(a) hereof shall be paid in accordance with subclause (3) of Clause 11. - Overtime.
- (4) An employee shall be entitled to two additional holidays per year in lieu of an additional holiday following the New Year's Day holiday and in lieu of Easter Tuesday. Such holidays shall be taken in accordance with the following provisions:
 - (a) Subject to operational requirements the days may be taken:
 - (i) On the day that they would ordinarily fall due, and/or
 - (ii) As days added to annual leave, and/or
 - (iii) As individual days.
 - (b) The days shall be taken in the year in which they accrue, unless otherwise agreed between the employer and employee.
 - (c) The employee shall be paid for the days at the ordinary time rate applicable for the employee for the day or shift the employee has off.
- (5) Except as hereinafter provided a period of four consecutive weeks' leave shall be allowed to an employee by the employer after each period of twelve months' continuous service with such employer.
- (6) The employee shall be paid for any period of annual leave prescribed by this clause at the ordinary rate of salary, and in the case of shift employees that rate of salary shall include the shift and weekend penalties the employee would have received had the employee not proceeded on annual leave. Where it is not possible to calculate the shift and weekend penalties the employee would have received, the employee shall be paid at the rate of the average of such payments made each week over the four weeks prior to taking leave.
- (7) By mutual agreement, an employee may be allowed to take the annual leave prescribed by this clause before the completion of twelve months' continuous service as prescribed by subclause (5) of this clause.
- (8) (a) (i) If after one calendar month's continuous service in any qualifying twelve monthly period, an employee leaves his/her employment or his/her employment is

terminated by the employer through no fault of the employee, the employee shall be paid pro-rata annual leave calculated according to the following formula:-

| Completed Calendar Months' of Service | Pro-Rata Annual Leave (Working Days) |
|---------------------------------------|--------------------------------------|
| 1 | 2 |
| 2 | 3 |
| 3 | 5 |
| 4 | 7 |
| 5 | 8 |
| 6 | 10 |
| 7 | 12 |
| 8 | 13 |
| 9 | 15 |
| 10 | 17 |
| 11 | 18 |

- (ii) An employee provided for in subclause (10) of Clause 22. - Shift Work of this Award shall, in addition to the payment prescribed in paragraph (a) (i), be paid one day's pay at the ordinary rate of salary in respect of each seven Sundays and/or public holidays worked in the period, provided that the maximum additional payment shall not exceed five days' pay.
 - (iii) An employee who commences on the first working day of the month and works for the remainder of the month and an employee who has worked throughout a month and terminates on the last working day of a month shall be regarded as having completed that calendar month of service.
 - (iv) Notwithstanding paragraphs (a)(i) and (a)(ii) of this subclause, in the first and last months of an employee's service the employee is entitled to pro-rata annual leave of one working day for each completed two weeks of service.
- (b) The rate prescribed in subclause (3) hereof shall be paid in lieu of the amounts to which an employee may be entitled pursuant to Clause 22. - Shift Work of this Award.
- (c) If the services of an employee terminate and the employee has taken a period of leave in accordance with subclause (7) of this clause and if the period of leave so taken exceeds that which would become due pursuant to paragraph (a) of this subclause the employee shall be liable to pay the amount representing the difference between the amount received by the employee for the period of leave taken in accordance with subclause (7) of this clause and the amount which would have accrued in accordance with paragraph (a) of this subclause. The employer may deduct this amount from moneys due to the employee by reason of the other provisions of this Award at the time of termination.
- (9) The annual leave prescribed in subclause (5) of this clause may by mutual agreement be taken in two portions provided that no portion shall be less than two consecutive weeks.
- (10) An employee stationed north of 26° South latitude shall be entitled to an additional one week's paid leave for each completed year of service in that area with free passes South each year. An employee with dependents shall be granted free passes South each year for his/her spouse and dependent family under sixteen years of age.
- (11) When on annual leave an employee who does not avail him/her/self of the board and lodging provided in the employees classification shall be granted an allowance for the period of leave at the rate of \$3.00 per week.
- (12) The provisions of this clause shall not apply to casual employees.

- (13) (a) An employee shall be paid a loading of 17.5 per cent calculated on the rate as prescribed in subclause (6) of this clause.
- (b) Shift employees when proceeding on annual leave including accumulated annual leave shall be paid:
- (i) shift and weekend penalties the employee would have received had he/she not proceeded on annual leave, or;
- (ii) a loading equivalent to 20% of normal salary; whichever is the greater.
- (c) Provided that:
- (i) The maximum loading payable shall not exceed the Average Weekly Total Earnings of all Males in Western Australia, as published by the Australian Bureau of Statistics, for the September quarter of the year immediately preceding that in which the leave commences.
- (ii) The maximum loading payable to shift employees who are granted an additional weeks penalty leave shall not exceed 5/4th of the Average Weekly Total Earnings of all Males in Western Australia, as published by the Australian Bureau of statistics, for the September quarter of the year immediately preceding that in which the leave commences.
- (d) The loading prescribed in this subclause shall not apply to proportionate leave on termination.
- (e) The loading prescribed in this subclause shall be payable on Retirement, provided the employee is over 55 years of age.
- (14) A full-time employee who, during a qualifying period towards an entitlement of annual leave was employed continuously on both a full-time and part-time basis may elect to take a lesser period of annual leave calculated by converting the part-time service to equivalent full-time service.

14. - SHORT LEAVE/BEREAVEMENT LEAVE

- (1) The employer may upon sufficient cause being shown, grant an employee leave of absence not exceeding two consecutive working days, but any leave of absence granted under the provisions of this clause shall not exceed, in the aggregate, three working days in any one calendar year.
- (2) Notwithstanding the provisions of subclause (1), in accordance with the Minimum Conditions of Employment Act, 1993, on the death of an employee's:
- (a) spouse or defacto spouse,
- (b) child or step-child,
- (c) parent or step-parent, or
- (d) any other person who, immediately before that person's death, lived with the employee as a member of the employee's family,

the employee is entitled to paid bereavement leave of up to two days. The two days need not be consecutive and shall not be granted during a period of any other kind of leave.

15. - SICK LEAVE

- (1) An employee who is incapacitated for duty in consequence of illness or injury shall as soon as possible advise his/her supervisory officer in sufficient time to enable arrangements to be made for the

performance of the employees duties. Any such employee who fails to do so shall be treated as absent without leave.

- (2) An employee so incapacitated for duty shall notify his/her supervisory officer in sufficient time of the date on which he/she will resume duty, to enable any necessary arrangements to be made.
- (3)
 - (a) An application for leave of absence on the grounds of illness exceeding two consecutive working days shall be supported by the certificate of a registered medical practitioner or, where the nature of illness consists of a dental condition and the period of absence does not exceed five consecutive working days by a certificate of a registered dentist.
 - (b) The number of days' leave of absence which may be granted without the production of the certificate required by paragraph (a) of this subclause shall not exceed, in the aggregate, five working days in any one calendar year.
- (4) Subject to the provisions of subclause (3) of this clause no leave of absence on the grounds of illness shall be granted with pay without the production of a medical certificate.

An employee who is unable to resume duty on the expiration of the period shown on the first certificate shall thereupon furnish a further certificate and shall continue to do so upon the expiration of the period respectively covered by such certificates.

- (5) Where an employee is ill during the period of annual leave for recreation and produces at the time or as soon as practicable thereafter medical evidence to the satisfaction of the employer that the employee is or was as a result of illness confined to the place of residence or a hospital for a period of at least seven days, may, with the approval of the employer, be granted at a time convenient to the employer additional leave equivalent to the period of confinement.
- (6) Where an employee is ill during the period of long service leave and produces at the time or as soon as practicable thereafter medical evidence to the satisfaction of the employer that he/she is or was confined to the place of residence or a hospital for a period of at least fourteen days, the employee may, with the approval of the employer, be granted at a time convenient to the employer additional leave equivalent to the period of confinement.
- (7) The basis for determining the leave of absence on the grounds of illness that may be granted shall be ascertained by crediting the employee concerned with the following periods, but the leave shall be cumulative:-

| | Leave On Full Pay Working Days | Leave On Half Pay Working Days |
|---|--------------------------------------|--------------------------------------|
| (a) On date of employment of the employee | 5 | 2 |
| (b) On completion by the employee of six months' service | 5 | 3 |
| (c) On completion by the employee of twelve months' service | 10 | 5 |
| (d) On completion of each additional twelve months' service by the employee | 10 | 5 |

- (8) When an employee is duly absent on account of illness and the entitlement to sick leave on full pay is exhausted, the employee may, with the approval of the employer, elect to convert any part of the entitlement to sick leave on half pay to sick leave on full pay, but so that the sick leave entitlement on half pay is reduced by two days for each day of sick leave on full pay that is received by the conversion.
- (9) No leave of absence on account of illness shall be granted with pay, if the illness has been caused by the misconduct of the employee or in any case of absence from duty without sufficient cause.
- (10) An employee who is duly absent on leave without pay is not eligible for absence of leave on account of illness under this clause during the currency of that leave without pay.

- (11) Where an Employee suffers a disability within the meaning of section 5 of the Workers Compensation and Rehabilitation Act 1981 which necessitates that employee being absent from duty, sick leave with pay shall be granted to the extent of sick leave credits. In accordance with section 80(2) of the Workers Compensation and Rehabilitation Act 1981 where the claim for worker's compensation is decided in favour of the employee, sick leave credit is to be reinstated and the period of absence shall be granted as sick leave without pay.

Subject to agreement between the employee and the employer, annual leave may similarly be used and recredited, where an employee has insufficient sick leave credits to cover the period of absence.

- (12) A pregnant employee shall not be refused sick leave by reason only that the "illness or injury" encountered by the employee is associated with the pregnancy.
- (13) The provisions of this clause shall not apply to casual employees.

16. - PARENTAL LEAVE

- (1) (a) "Adoption", in relation to a child, is a reference to a child who:
- (i) is not the natural child or the step child of the employee or the employee's spouse;
 - (ii) is less than five years of age; and
 - (iii) has not lived continuously with the employee for a period of six months or more.
- (b) "Continuous service" means service under an unbroken contract of employment and includes:
- (i) any period of leave taken in accordance with this clause;
 - (ii) any period of part-time employment worked in accordance with this clause; or
 - (iii) any period of leave or absence authorised by the employer or by the Award.
- (c) "Expected date of birth" means the day certified by a medical practitioner to be the day on which the medical practitioner expects the employee or the employee's spouse, as the case may be, to give birth to a child.
- (d) "Parental leave" means leave provided for by subclause (2) of this clause.
- (e) "Spouse" includes a defacto or a former spouse, in the case of Maternity Leave or Paternity Leave, but a defacto spouse only, in the case of Adoption Leave.

(2) Entitlement to Parental Leave

The employee is entitled to take up to 52 consecutive weeks of unpaid leave in respect of:

- (a) the birth of a child to the employee or the employee's spouse; or
- (b) the placement of a child with the employee with a view to the adoption of the child by the employee.
- (c) An employee is not entitled to take parental leave at the same time as the employee's spouse but this paragraph does not apply to:
 - (i) one week's parental leave taken by the male parent immediately after birth of the child; or

- (ii) three weeks parental leave taken by the employee and the employee's spouse immediately after a child has been placed with them with a view to their adoption of the child.
 - (d) The entitlement to parental leave is reduced by any period of parental leave taken by the employee's spouse in relation to the same child, except the period of one week's leave referred to in paragraph (c) (i).
- (3) Special Adoption Leave

The employer shall grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days, as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee the employer may require the employee to take such leave in lieu of special leave.
- (4) Notice Period
 - (a) The employee shall give the employer at least 10 weeks' notice of his or her intention to take parental leave.
 - (b) The employee shall notify the employer of the dates on which he or she wishes to start and finish the leave.
 - (c) An employee shall not be in breach of this Clause as a consequence of failure to give the required notice if such failure is occasioned by:
 - (i) the confinement occurring earlier than the expected date; or
 - (ii) the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.
 - (d) Notwithstanding the provisions of Clause 6. - Contract of Service a pregnant employee who has not applied for leave in accordance with the provisions of this clause shall be deemed to have resigned six weeks before the expected date of birth.
 - (e) As soon as practicable an employee shall notify the employer of any change in the information provided pursuant to this Clause.
- (5) Certification
 - (a) An employee who has given notice of his or her intention to take parental leave, other than for adoption, is to provide to the employer a certificate from a medical practitioner stating that the employee or the employee's spouse, as the case may be, is pregnant and the expected date of birth.
 - (b) An employee who has given notice of his or her intention to take parental leave for adoption, is to provide to the employer:
 - (i) a statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or
 - (ii) a statement from the appropriate government authority confirming that the employee is to have custody of the child pending an application for an adoption order.
- (6) Notice of Spouse's Parental Leave
 - (a) An employee who has given notice of his or her intention to take parental leave and who is actually taking parental leave is to notify the employer of particulars of any period of parental leave taken or to be taken by the employee's spouse in relation to the same child.

- (b) Any notice given under paragraph (a) may either be in a form acceptable to the employer or shall be supported by a statutory declaration by the employee as to the truth of the particulars notified, including:
 - (i) That the period of paternity leave is being taken by the employee for the purpose of becoming the primary caregiver of the child;
 - (ii) Particulars of any period of parental leave sought, or taken by the employee's spouse; and
 - (iii) For the period of parental leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.

(7) Transfer to a Safe Job

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

If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (12), (13), (14) and (15) hereof.

(8) Maternity Leave Before and After Confinement

A female employee who has given notice of her intention to take parental leave, other than for an adoption, shall ordinarily commence the leave six weeks before the expected date of birth and end the leave six weeks after the day on which the birth has taken place. Provided that an employee may apply to the employer to continue or resume duty in respect of any period closer to the expected date of birth and the employer may approve the application, provided the application is supported by the certificate of a registered medical practitioner indicating that the employee is fit for duty.

(9) Variation of Period of Parental Leave

A employee may at any time whilst absent from duty on parental leave, make application to extend or reduce the period referred to in the original application, but so that the amended period complies with the requirements of subclauses (2) and (8) of this clause and the employer may grant permission in accordance with the amended application.

(10) Cancellation of Parental Leave

- (a) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of a employee terminates other than by the birth of a living child.
- (b) Where the pregnancy of a employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

(11) Special Maternity Leave and Sick Leave

- (a) Where the pregnancy of an employee not then on maternity leave terminates after twenty-eight 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 registered 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 registered medical practitioner certifies as necessary before her return to work.
- (b) Where an employee 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 registered 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 twelve months.
- (c) For the purposes of subclauses (2), (8), (12), (14) and (15) hereof, maternity leave shall include special maternity leave.
- (d) An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (7), to the position she held immediately before such transfer.

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

(12) Parental Leave and Other Leave Entitlements

- (a) Nothing contained in this clause prevents the grant of accrued annual leave or long service leave to an employee in respect of the whole or any part of the period referred to in subclause (2) of this clause.
- (b) Except by reason of the grant of accrued annual leave or long service leave an employee is not entitled to salary in respect of the period of absence from duty permitted in accordance with this clause.
- (c) Subject to the provisions of subclause (11) absence of an employee which has been permitted in accordance with the provisions of this clause shall not be deemed absence on sick leave.

(13) Return to Work After Parental Leave

- (a) An employee shall confirm his or her intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of parental leave.
- (b) An employee, upon the expiration of the notice required by paragraph (a) hereof, shall be entitled to the position which he or she held immediately before proceeding on parental leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (7), to the position which he or she held immediately before such transfer. Where such position no longer exists but there are other positions available for which the employee is qualified and the duties of which he or she is capable of performing, the employee shall be entitled to a position as nearly comparable in status and salary or wage to that of the former position.

(14) Effect of Parental Leave on Employment

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

(15) Termination of Employment

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

- (b) An employer shall not terminate the employment of an employee on the ground of pregnancy or absence on parental leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(16) Replacement Employees

- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on parental leave.
- (b) Before an employer engages a replacement employee under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his or her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.
- (e) A replacement employee shall not be entitled to any of the rights conferred by this clause except where the employment continues beyond the twelve months qualifying period.
- (f) The provisions of this subclause shall apply to a replacement employee notwithstanding the provisions of Clause 6. - Contract of Service.

(17) Eligibility

- (a) The foregoing provisions of this clause shall apply only to employees whose contract of service is by the month.
- (b) A pregnant employee whose contract of service is other than by the month shall have no right to maternity leave and shall be required to resign six weeks before the expected date of birth, unless the employer determines otherwise.

17. - LONG SERVICE LEAVE

- (1) An employee shall be entitled to three months' long service leave on full pay on completion of -
 - (a) seven years' continuous service under the terms of this award, or
 - (b) eight and a half years' continuous service, of which not less than eighteen months shall have been served in a capacity which would normally entitle that employee to long service leave on the basis laid down for full-time State Government wages employees.
- (2) For each and every subsequent period of seven years' continuous service an employee shall be entitled to an additional three calendar months' long service leave on full pay.
- (3) Upon application by an employee, an employer may approve of the taking by the employee:-
 - (a) of double the period of long service leave entitlement on half pay, in lieu of the period of long service leave entitlement on full pay; or
 - (b) of any portion of the long service leave entitlement on full pay or double such period on half pay.

- (c) A full time employee who, during a qualifying period towards an entitlement of long service leave was employed continuously on both a full time and part time basis may elect to take a lesser period of long service leave calculated by converting the part time service to equivalent full time service.
 - (d) Notwithstanding the provisions of paragraph (b) of this subclause an employee who has elected to compact an accrued entitlement to long service leave in accordance with paragraph (c) of this subclause shall only take such leave in one period of full pay.
- (4) Continuous service shall not include the period during which an employee is on long service leave or any period exceeding two weeks an employee is absent on leave without pay or any service an employee may have before reaching the age of eighteen years.
 - (5) An employee who resigns or is dismissed, shall not be entitled to long service leave or payment for long service leave other than leave that had accrued to the employee prior to the date on which the employee resigned or the date of the offence for which the employee is dismissed.
 - (6) Any holiday occurring during the period in which an employee is on long service leave will be treated as part of the long service leave, and extra days in lieu thereof shall not be granted.
 - (7) Long service leave shall be taken as it falls due at the convenience of the employer but within three years next after becoming entitled thereto: Provided that the employer may approve the accumulation of long service leave not exceeding six months.
 - (8) A lump sum payment for long service leave accrued in accordance with this clause and for pro-rata long service leave shall be made in the following cases:-
 - (a) To an employee who retires at or over the age of fifty-five years or who has retired on the grounds of ill health, provided that no payment shall be made for pro-rata long service leave unless the employee has completed not less than twelve months' continuous service.
 - (b) To an employee who has retired for any other cause: Provided that no payment shall be made for pro-rata long service leave unless the employee had completed not less than three years' continuous service before the date of retirement.
 - (c) To the spouse of a deceased employee or such other person as may be approved by the employer in the event of the death of an employee: Provided that no payment shall be made for pro-rata long service leave unless the employee had completed not less than twelve months' continuous service prior to the date of death.
 - (9) A calculation of the amount due for long service leave accrued and for pro-rata long service leave shall be made at the rate of salary of an employee at the date of retirement, resignation or death, whichever applies and no such payment shall exceed the equivalent of twelve months' salary.
 - (10) Long service leave accrued prior to the issue of this Award shall remain to the credit of each employee.
 - (11) Subject to the provisions of subclauses (4), (5), (7), (8) and (12) of this clause, the service of an employee shall not be deemed to have been broken -
 - (a) if the employment is ended by the employer for any reason other than misconduct or unsatisfactory service but only if -
 - (i) the employee resumes employment with the employer not later than six months from the day on which the previous employment ended; and
 - (ii) payment pursuant to subclause (8) of this clause has not been made; or
 - (b) by any absence approved by the employer as leave whether with or without pay.

- (12) The expression "continuous service" in this clause includes any period during which an employee is absent on full pay or part pay, from duties in the employers service, but does not include -
- (a) any period exceeding two weeks during which the employee is absent on leave without pay;
 - (b) any period during which the employee is taking a long service leave entitlement or any portion thereof;
 - (c) any service of the employee prior to attaining the age of eighteen years;
 - (d) Any service of the employee who resigns or is dismissed other than service prior to such resignation or to the date of any offence in respect of which the employee is dismissed when such prior service has actually entitled the employee to long service leave under this clause.

18. - MOTOR VEHICLE ALLOWANCE

- (1) Allowance for Employees Required to Supply and Maintain a Vehicle as a Term of Employment
- (a) An employee who is required to supply and maintain a motor vehicle for use when travelling on official business as a term of employment and who is not in receipt of an allowance provided by subclause (5) shall be reimbursed monthly in accordance with the appropriate rates set out in subclause (7) for journeys travelled on official business and approved by the employer or an authorised employee.
 - (b) An employee who is reimbursed under the provisions of subclause (1)(a) will also be subject to the following conditions.
 - (i) For the purposes of subclause (1)(a) an employee shall be reimbursed with the appropriate rates set out in subclause (7) for the distance travelled from the employee's residence to the place of duty and for the return distance travelled from place of duty to residence except on a day where the employee travels direct from residence to headquarters and return and is not required to use the vehicle on official business during the day.
 - (ii) Where an employee, in the course of a journey, travels through two or more separate areas, reimbursement shall be made at the appropriate rate applicable to each of the areas traversed as set out in subclause (7).
 - (iii) Where an employee does not travel in excess of 4000 kilometres in a year an allowance calculated by multiplying the appropriate rate per kilometre by the difference between the actual distance travelled and 4000 kilometres shall be paid to the employee provided that where the employee has less than 12 months' qualifying service in the year then the 4000 kilometre distance will be reduced on a pro rata basis and the allowance calculated accordingly.
 - (iv) Where a part-time employee is eligible for the payment of an allowance under (iii) above such allowance shall be calculated on the proportion of total hours worked in that year by the employee to the annual standard hours had the employee been employed on a full-time basis for the year.
 - (v) An employee who is required to supply and maintain a motor vehicle for use on official business is excused from this obligation in the event of the employee's vehicle being stolen, consumed by fire, or suffering a major and unforeseen mechanical breakdown or accident, in which case all entitlement to reimbursement ceases while the employee is unable to provide the motor vehicle or a replacement.
 - (vi) It shall be open to the employer or the employer's representative to elect to waive the requirement that an employee supply and maintain a motor vehicle for use on official

business, but three months' written notice of the intention so to do shall be given to the employee concerned.

(2) Allowance for Employees Relieving Employees Subject to Sub-clause (1)

- (a) An employee not required to supply and maintain a motor vehicle as a term of employment who is required to relieve an employee required to supply and maintain a motor vehicle as a term of employment shall be reimbursed all expenses incurred in accordance with the appropriate rates set out in subclause (7) for all journeys travelled on official business and approved by the employer or an authorised employee where the employee is required to use his/her vehicle on official business whilst carrying out the relief duties.
- (b) For the purposes of subclause (2)(a) an employee shall be reimbursed all expenses incurred in accordance with the appropriate rates set out in subclause (7) for the distance travelled from the employee's residence to place of duty and the return distance travelled from place of duty to residence except on a day where the employee travels direct from residence to headquarters and return and is not required to use the vehicle on official business during the day.
- (c) Where an employee, in the course of a journey travels through two or more separate areas, reimbursement shall be made at the appropriate rate applicable to each of the areas traversed as set out in subclause (7).
- (d) For the purposes of this subclause the allowance provided in subclause (1)(b), (iii) and (iv) shall not apply.

(3) Allowance for Other Employees Using Vehicle on Official Business

- (a) An employee who is not required to supply and maintain a motor vehicle for use when travelling on official business as a term of employment, but when requested by the employer or an authorised employee voluntarily consents to use the vehicle and who is not in receipt of an allowance provided by subclause (5) shall, for journeys travelled on official business approved by the employer or an authorised employee be reimbursed all expenses incurred in accordance with the appropriate rates set out in subclauses (8) and (9).
- (b) For the purpose of subclause (3)(a) an employee shall not be entitled to reimbursement for any expenses incurred in respect to the distance between the employee's residence and headquarters and the return distance from headquarters to residence.
- (c) Where an employee in the course of a journey travels through two or more separate areas, reimbursement shall be made at the appropriate rate applicable to each of the areas traversed as set out in subclause (8).

(4) Allowance for Towing Employer's Caravan or Trailer:

In cases where employees are required to tow employer's caravans on official business, the additional rate shall be 6.5 cents per kilometre. When an employer's trailer is towed on official business the additional rate shall be 3.5 cents per kilometre.

(5) Commuted Allowance

The employer may authorise a commuted amount for reimbursement of costs for motor vehicles or any other conveyance belonging to an employee.

(6) Increase of Inadequate Rates:

The employer may increase the rates prescribed by this subclause in any case in which it is satisfied that they are inadequate.

(7) Requirement to Supply and Maintain a Motor Car:

| Area Details | Engine Displacement (in cubic centimetres) | | |
|----------------------|--|------------------------|--------------|
| | Over 2600cc | Over 1600cc - & 2600cc | 1600cc Under |
| Kilometres Travelled | Rate per kilometre (Cents) | | |
| | Metropolitan Area: | | |
| First 4000 | 149.7 | 126.6 | 102.2 |
| Over 4000 – 8000 | 61.7 | 52.7 | 44.0 |
| Over 8000 – 16000 | 32.4 | 28.1 | 24.6 |
| Over 16000 | 34.0 | 28.8 | 24.7 |
| | South West Land Division | | |
| First 4000 | 154.3 | 130.9 | 106.4 |
| Over 4000 – 8000 | 64.0 | 54.8 | 46.0 |
| Over 8000 – 16000 | 33.9 | 29.4 | 25.8 |
| Over 16000 | 35.2 | 29.7 | 25.5 |
| | North of 23.5° South Latitude: | | |
| First 4000 | 170.9 | 145.4 | 118.9 |
| Over 4000 – 8000 | 70.3 | 60.2 | 50.7 |
| Over 8000 – 16000 | 36.7 | 31.9 | 28.0 |
| Over 16000 | 36.3 | 30.6 | 26.3 |
| | Rest of State: | | |
| First 4000 | 159.2 | 134.8 | 109.2 |
| Over 4000 – 8000 | 66.0 | 56.4 | 47.2 |
| Over 8000 – 16000 | 34.9 | 30.2 | 26.5 |
| Over 16000 | 35.7 | 30.1 | 25.9 |

(8) Voluntary Use of a Motor Car:

| Area Details | Engine Displacement (in cubic centimetres) | | |
|-------------------------------|--|------------------------|--------------|
| | Over 2600cc | Over 1600cc - & 2600cc | 1600cc Under |
| | Rate per kilometre (Cents) | | |
| Metropolitan Area | 69.0 | 58.9 | 48.9 |
| South West Land Division | 71.5 | 61.1 | 51.0 |
| North of 23.5o South Latitude | 78.7 | 67.3 | 56.4 |
| Rest of the State | 73.7 | 62.9 | 52.4 |

(9) Voluntary Use of a Motor Cycle:

| Distance travelled during a year on Official Business | Rate per Kilometre(Cents) |
|---|------------------------------|
| All areas of the State | 23.9 |

(10) In this clause the following expressions shall have the following meanings:-

- (a) "A year" means twelve months commencing on the first day of July and ending on the thirtieth day of June next following.
- (b) "South West Land Division" means the South West Land Division as defined by section 28 of the Land Act, 1933-1971, excluding the area contained within the Metropolitan Area.
- (c) "Rest of the State" means that area south of 23.5 degrees south latitude, excluding the Metropolitan Area and the South West Land Division.

- (d) "Term of Employment" means a requirement made known to the employee at the time of applying for the position by way of publication in the advertisement for the position, written advice to the employee contained in the offer for the position or oral communication at interview by an interviewing employee and such requirement is accepted by the employee either in writing or orally.
- (11) The allowances in this clause shall be varied in accordance with any movement in the allowances in the Public Service Award, 1992.

MAP - MOTOR VEHICLE ALLOWANCE ZONES

MAP

19. - TRAVELLING

- (1) An employee who travels on official business shall be reimbursed reasonable expenses in accordance with the provisions of this Clause.
- (2) When a trip necessitates an overnight stay away from headquarters and the employee -
is supplied with accommodation and meals free of charge,
or
attends a course, conference, etc., where the fee paid includes accommodation and meals,
or
travels by rail and is provided with a sleeping berth and meals,
or
is accommodated at a Government institution, hostel or similar establishment and supplied with meals,
reimbursement shall be in accordance with the rates prescribed in Column A, Items 1, 2 or 3 of Clause 21.- Travelling, Transfers and Relieving - Rates of Allowance.
- (3) When a trip necessitates an overnight stay away from headquarters and the employee is fully responsible for his/her own accommodation, meals and incidental expenses -
- (i) Where hotel or motel accommodation is utilised reimbursement shall be in accordance with the rates prescribed in Column A, Items 4 to 8 of Clause 21.
- (ii) Where other than hotel or motel accommodation is utilised reimbursement shall be in accordance with the rates prescribed in Column A, Items 9, 10 or 11 of Clause 21.
- (4) To calculate reimbursement under subclauses (2) and (3) for a part of a day, the following formulae shall apply -
- (i) If departure from headquarters is:
- Before 8.00 a.m. - 100% of the daily rate.
8.00 a.m. or later but prior to 1.00 p.m. - 90% of the daily rate.
1.00 p.m. or later but prior to 6.00 p.m. - 75% of the daily rate
6.00 p.m. or later - 50% of the daily rate.
- (ii) If arrival back at headquarters is:
- 8.00 a.m. or later but prior to 1.00 p.m. - 10% of the daily rate.

1.00 p.m. or later but prior to 6.00 p.m. - 25% of the daily rate.
 6.00 p.m. or later but prior to 11.00 p.m. - 50% of the daily rate.
 11.00 p.m. or later - 100% of the daily rate.

- (5) When an employee travels to a place outside a radius of fifty kilometres measured from headquarters, and the trip does not involve an overnight stay away from headquarters, reimbursement for all meals claimed shall be at the rate set out in Column A, Items 12 or 13 of Clause 21., subject to the employee's certification that each meal claimed was actually purchased.

Provided that when an employee departs from headquarters before 8.00 a.m. and does not arrive back at headquarters until after 11.00 p.m. on the same day the employee shall be paid at the appropriate rate prescribed in Column A, Items 4 to 8 of Clause 21.

- (6) When it can be shown to the satisfaction of the employer by the production of receipts that reimbursement in accordance with Clause 21. does not cover an employee's reasonable expenses for a whole trip the employee shall be reimbursed the excess expenditure.
- (7) In addition to the rates contained in Clause 21. an employee shall be reimbursed reasonable incidental expenses such as train, bus and taxi fares, official telephone calls, laundry and dry cleaning expenses, on production of receipts.
- (8) If on account of lack of suitable transport facilities an employee necessarily engages reasonable accommodation for the night prior to commencing travelling on early morning transport the employee shall be reimbursed the actual cost of such accommodation.
- (9) Reimbursement of expenses shall not be suspended should an employee become ill whilst travelling, provided leave for the period of such illness is approved in accordance with the provisions of this award, and the employee continues to incur accommodation, meal and incidental expenses.
- (10) Reimbursement claims for travelling in excess of fourteen days in one month shall not be passed for payment by a certifying officer until the employer has endorsed the account.
- (11) An employee who is relieving at or temporarily transferred to any place within a radius of fifty kilometres measured from headquarters shall not be reimbursed the cost of midday meals purchased, but an employee travelling on duty within that area which requires an absence from headquarters over the usual midday meal period shall be paid the rate prescribed by Item 17 of Clause 21. – Travelling, Transfers and Relieving – Rates of Allowance for each meal necessarily purchased provided that:
- (i) such travelling is not a normal feature in the performance of duties; and
 - (ii) such travelling is not within the suburb in which the employee resides; and
 - (iii) the total reimbursement under this subclause for any one pay period shall not exceed the amount prescribed by Item 18 of Clause 21. – Travelling Transfers and Relieving – Rates of Allowance.

20. - TRAVELLING TIME

An employee who, in the course of his/her duties, is called upon to travel before the usual time for commencing or after the usual time for ceasing duty may, at the discretion of the employer, be granted time off in respect of such time or part of such time spent in travelling.

21. - TRAVELLING, TRANSFERS AND RELIEVING - RATES OF ALLOWANCE

| ITEM | PARTICULARS | COLUMN A DAILY RATE |
|------|---------------------------------------|------------------------|
| | ALLOWANCE TO MEET INCIDENTAL EXPENSES | |

| | | |
|-----|-------------------------------------|-------|
| | | \$ |
| (1) | WA - South of 26° South Latitude | 11.75 |
| (2) | WA - North of 26° South Latitude | 15.40 |
| (3) | Interstate | 15.40 |

ACCOMMODATION INVOLVING AN OVERNIGHT STAY IN A HOTEL OR MOTEL

| | | |
|-----|---|--------|
| | | \$ |
| (4) | WA - Metropolitan Hotel or Motel | 210.05 |
| (5) | Locality South of 26° South Latitude | 168.60 |
| (6) | Locality North of 26° South Latitude | |
| | Broome | 284.40 |
| | Carnarvon | 222.30 |
| | Dampier | 209.15 |
| | Derby | 188.40 |
| | Exmouth | 215.90 |
| | Fitzroy Crossing | 314.90 |
| | Gascoyne Junction | 128.90 |
| | Halls Creek | 265.40 |
| | Karratha | 364.65 |
| | Kununurra | 266.80 |
| | Marble Bar | 179.40 |
| | Newman | 254.65 |
| | Nullagine | 189.75 |
| | Onslow | 207.20 |
| | Pannawonica | 177.15 |
| | Paraburdoo | 238.40 |
| | Port Hedland | 239.70 |
| | Roebourne | 132.90 |
| | Sandfire | 160.40 |
| | Shark Bay | 175.90 |
| | Tom Price | 219.40 |
| | Turkey Creek | 175.90 |
| | Wickham | 323.90 |
| | Wyndham | 158.90 |

| | | |
|-----|---|--------|
| (7) | Interstate - Capital City | |
| | Sydney | 255.65 |
| | Melbourne | 245.65 |
| | Other Capitals | 213.15 |
| (8) | Interstate - Other than Capital City | 168.60 |

ACCOMMODATION INVOLVING AN OVERNIGHT STAY AT OTHER THAN A
HOTEL OR MOTEL

| | | |
|------|-------------------------------------|-------|
| (9) | WA - South of 26° South Latitude | 79.40 |
| (10) | WA - North of 26° South Latitude | 97.70 |

(11) Interstate 97.70

TRAVEL NOT INVOLVING AN OVERNIGHT STAY OR TRAVEL INVOLVING AN
OVERNIGHT STAY WHERE ACCOMMODATION ONLY IS PROVIDED

(12) WA - South of 26° South Latitude:

| | |
|-----------|-------|
| Breakfast | 14.15 |
| Lunch | 14.15 |
| Dinner | 39.40 |

(13) WA - North of 26° South Latitude:

| | |
|-----------|-------|
| Breakfast | 15.75 |
| Lunch | 27.70 |
| Dinner | 38.90 |

(14) Interstate

| | |
|-----------|-------|
| Breakfast | 15.75 |
| Lunch | 27.70 |
| Dinner | 38.90 |

DEDUCTION FOR NORMAL LIVING EXPENSES

(15) Each Adult 22.75

(16) Each Child 3.90

MIDDAY MEAL (CLAUSE 19(11))

(17) Rate per meal 5.50

(18) Maximum reimbursement per pay period 27.50

The allowances prescribed in this clause shall be varied in accordance with any movement in the equivalent allowances in the Public Service Award, 1992.

22. - SHIFT WORK

(1) The provisions of this clause shall apply to employees engaged on shift work and shall nullify any other general provision of the Award to the extent that the general provision is expressly contrary to this clause.

(2) (a) The ordinary hours of work may be worked on rostered shifts which provide an average of not more than thirty seven and a half hours per week over each roster period. Such roster may provide that the hours of work need not be worked on five consecutive days and it may provide that ordinary hours can be worked on afternoon or night shift or on a Saturday or a Sunday.

(b) The spread of shift which shall mean the period of time between an employee commencing and finishing his/her ordinary day's work shall not exceed ten hours.

(3) For the purposes of this clause:

(a) "Day Shift" shall mean a shift which commences after 6.00 a.m. and before midday and finishes before 6.00 p.m.

- (b) "Afternoon Shift" shall mean a shift which commences at or after midday and before 6.00 p.m. and finishes after 6.00 p.m.
- (c) "Night Shift" shall mean a shift which commences at or after 6.00 p.m. and before midnight.
- (4) (a) A shift employee shall be paid the following loadings:
 - (i) Twelve and one half per cent of the daily rate of salary for each afternoon or night shift worked in ordinary hours.
 - (ii) Fifty per cent of the daily rate of salary for each shift worked on a Saturday or a Sunday in ordinary hours.
 - (iii) One hundred and fifty per cent of the daily rate of salary for a shift worked on a public holiday in ordinary hours. Provided that if the employer agrees he/she may be paid a loading of fifty per cent of his/her daily rate of salary and in addition be allowed to observe the holiday on a day mutually acceptable to the employer and the employee.
- (b) The loading prescribed in subclause (a) hereof shall be in addition to the shift employee's ordinary salary as prescribed and he/she shall be paid the loading applicable to the majority of the shift.
- (5) All time worked by a shift employee outside his/her ordinary hours shall be paid for as overtime in accordance with Clause 11. - Overtime.
- (6) If it becomes necessary for a shift employee to work two consecutive shifts occasioned by the absence of another employee, he/she shall not be required to attend for duty within 10 hours of ceasing duty on the second shift.
- (7) When any of the days observed as a holiday as prescribed in this Award falls on a day when a shift employee is rostered off duty and the employee has not been required to work on that day he/she shall be paid as if the day was an ordinary working day or if the employer agrees be allowed to take a day's holiday in lieu of the holiday at a time mutually acceptable to the employer and the employee.
- (8) A shift employee shall be entitled to pro rata payment of the annual leave loading in the same circumstances as other employees covered by this Award.
- (9) (a) Each shift employee shall be supplied by the employer with a copy of his/her shift roster upon commencement on shift work and one copy shall be posted in a conspicuous place in the particular work area concerned.
- (b) The shift roster shall not be altered except in accordance with the provisions of subclause (2) of this clause and no employee shall be required to alter his/her ordinary rostered hours, except with his/her consent.
- (10) (a) Shift employees who are rostered to work their ordinary hours on Sundays and/or Public Holidays during a qualifying period of employment for annual leave purposes shall be entitled to receive additional annual leave as follows:
 - (i) If 35 ordinary shifts on such days have been worked - one week.
 - (ii) If less than 35 ordinary shifts on such days have been worked the employee shall be entitled to have one additional day's leave for each seven ordinary shifts so worked, provided that the maximum additional leave shall not exceed five working days.
- (b) After one month's continuous service in any qualifying twelve monthly period, a shift employee referred to in paragraph (a) hereof, whose employment terminates, shall be paid five-twelfths of a week's pay at his/her ordinary rate of salary in respect to each completed month of continuous service if his/her employment terminates in circumstances other than those referred to in subclause (8)(a) of Clause 13. - Holidays and Annual Leave.

- (11) (a) When a shift employee, other than a shift employee referred to in subclause (10) hereof, proceeds on annual leave he/she shall be paid a loading of either 17.5% of the ordinary salary for four weeks or an amount equivalent to the shift and weekend penalties the employee would have received if he/she had not proceeded on annual leave, whichever amount is the greater.
- (b) When a shift employee, referred to in subclause (10) hereof, proceeds on annual leave he/she shall be paid a loading of 20% of his/her ordinary salary for five weeks or an amount equal to the shift and weekend penalties the employee would have received if he/she had not proceeded on annual leave, whichever amount is the greater.
- (c) The loadings referred to in this subclause shall be paid at the time the employee takes his/her leave and where the employee takes annual leave in two or more periods he/she shall be paid one twentieth of the loading (or one twenty fifth of the loading in the case of a shift employee referred to in subclause (10) hereof) for each day of leave taken.

23. - CALCULATION OF PENALTIES

Where an employee works hours which would entitle that employee to payment of more than one of the penalties payable in accordance with Clause 11. - Overtime, Clause 22. - Shift Work and Clause 13. - Holidays and Annual Leave only the highest of any such penalty shall be payable.

24. - DIRTY WORK

A special allowance, to be determined by the employer, shall be paid to an employee when engaged in any dirty work (including moving or sorting old books and documents) which is not part of the regular duty of the employee concerned: Provided that a dispute or disagreement as to the amount of such allowance shall be referred to the Board of Reference.

25. - PROTECTIVE CLOTHING AND UNIFORMS

- (1) Where an employee is required by the employer to wear a special uniform such uniform shall be provided and laundered by the employer at his own expense.
- (2) Where an employee is required by the employer, and/or the nature of the work requires the wearing of protective clothing, the employer shall provide and launder such protective clothing at the employer's expense.

26. - BOARD OF REFERENCE

- (1) The Commission hereby appoints for the purposes of this Award, a Board of Reference consisting of a Chairman and two other members who should be appointed pursuant to s.48 of the Industrial Relations Act, 1979.
- (2) The Board of Reference is hereby assigned the function of determining any dispute between the parties in relation to any matter which, under this Award may be allowed, approved, fixed, determined, or dealt with by a Board of Reference.

27. - PART-TIME EMPLOYEES

- (1) A "part-time employee" means an employee regularly employed to work less hours than prescribed in Clause 10. - Hours and observed by the employer.

- (2)
 - (a) Notwithstanding anything contained in this Award an employee may be regularly employed to work less hours per week than are prescribed in Clause 10. - Hours and such hours may be worked in less than five days per week.
 - (b) A part-time employee may work shifts additional to the rostered shifts at ordinary rates, subject only to the normal rostering parameters of a full-time employee, where the employee has previously indicated a willingness to work extra shifts or where the extra shift was arranged prior to the completion of the employee's previous shift. Provided that a part-time employee shall not be required to work an extra shift.
- (3) When an employee is employed under the provisions of this clause, the employee shall be paid at a rate pro-rata to the rate prescribed for the class of work in which he/she is engaged in the proportion to which the weekly hours bear to 37 1/2.
- (4) When an employee is employed under the provisions of this clause, he/she shall be entitled to annual leave, long service leave, holidays, sick leave, and any allowances in accordance with the provisions of this Award with payment being in the proportion to which his/her weekly hours bear to the weekly hours of an employee engaged full time in that class of work.

28. - CASUAL EMPLOYEES

- (1) A "casual employee" means an employee who is not employed on a regular basis and who is engaged by the employer for a period of not exceeding one month in duration.
- (2) Where an employee is employed under the provisions of this clause, the employee shall be paid at a rate pro-rata to the rate prescribed for the class of work on which he/she is engaged in proportion to which the weekly hours bear to 37 1/2.
- (3) In lieu of entitlements for annual leave, holidays and sick leave prescribed in this Award, a casual employee shall be paid a loading of 25 per cent.

29. - TEMPORARY EMPLOYEES

- (1) "Temporary Employee" means an employee engaged for a specific period or periods longer than one month but less than 12 months.
- (2) A temporary employee shall accrue and be paid all the benefits prescribed by this Award from time worked as if the employee was permanently employed, notwithstanding breaks in employment, and shall be entitled to receive or give, as the case may be, two weeks notice of termination of the contract of service, and shall either be paid or forfeit, as the case may be, two week's pay if the required notice is not given.

30. - NO REDUCTION

Nothing herein contained shall enable an employer to reduce the salary of any employee or the conditions of work applied to any employee who at the date of this Award was being paid a higher rate of wage than the minimum prescribed for his or her class of work or was being accorded a benefit superior to any herein prescribed as a condition of work.

31. - LIBERTY TO APPLY

- (1) Liberty is reserved to the applicant to apply to amend:
 - (a) Schedule C - Minimum Salaries, at any time;

- (b) All allowances, any time after the expiration of three months from the date of issue of this award; and/or
 - (c) Schedule D - Classification and Grading of employees, at any time.
- (2) Notwithstanding the provisions of this Award and subject to s40 of the Industrial Relations Act, 1979, where the Employer and the Union agree, the parties shall be at liberty to apply to amend the provisions contained within this Award.

32. - 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.

- (1) An accredited representative of the Union shall be entitled to enter the business premises of the employer and interview an employee subject to the following:
- (a) On arrival at the Workplace the union representative shall seek permission to enter the premises from the employer or his/her senior representative.
 - (b) Agreement between the union representative and the employer shall be sought as to where and subject to what conditions the employee may be interviewed or work inspected.
- (2) Failing agreement on the foregoing, the following shall apply:

On giving prior notice in writing or by telephone to the employer or an appointed representative, or failing that person being available, the most senior person in charge of the establishment, an accredited representative of the Union shall be entitled to enter the business premises of the employer to interview an employee during the recognised meal period, provided that this right shall not be exercised without the consent of the employer more than once in any one week, however, the employer does not have the right to refuse the first occasion in any one week provided prior notice has been given. If access has not been gained in accordance with the provisions of this clause then the union representative shall leave immediately upon a request from the employer or an appointed representative or senior person in charge.

33. - INTRODUCTION OF CHANGE

- (1) (a) Where an employer has made a definite decision to introduce major changes in production, programme, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the Union.
- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and restructuring of jobs. Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.
- (2) (a) The employer shall discuss with the employees affected and the Union, inter alia, the introduction of the changes referred to in subclause (1) hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the Union in relation to the changes.
- (b) The discussion shall commence as early as practicable after a firm decision has been made by the employer to make the changes referred to in subclause (1) hereof.

- (c) For the purposes of such discussion, the employer shall provide to the employees concerned and the Union, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which, would be inimical to his/her interests.

34. - DISPUTE SETTLEMENT PROCEDURES

(1) Preamble

Subject to the provisions of the Industrial Relations Act 1979 (as amended) any question, dispute or difficulty, including any matter arising under this Award, or any matter raised by the Union or a respondent employer and his/her employees, shall be settled in accordance with the procedures set out herein.

The parties agree that no bans, stoppages or limitations will be imposed prior to, or during the time this procedure is being followed.

This clause in no way limits the rights of employers, employees and the Union under the Occupational Health, Safety and Welfare Act 1984 or other related legislation.

(2) Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed.

- (a) The employee(s) concerned shall discuss the matter with the immediate supervisor. If the matter cannot be resolved at this level the supervisor shall, within two working days, refer the matter to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly.
- (b) The senior officer shall, if able, answer the matter raised within five working days of it being referred and if the senior officer is not so able, refer the matter to the employer for his/her attention, and the employee(s) shall be advised accordingly.
- (c)
 - (i) If the matter has been referred in accordance with paragraph (b) above the employee(s) or the shop steward shall notify the Union Secretary or nominee, to enable the opportunity of discussing the matter with the employer.
 - (ii) The employer shall, as soon as practicable after considering the matter before it, advise the employee(s) or, where necessary the Union of its decision. Provided that such advice shall be given within 21 calendar days of the matter being referred to the employer.
- (d) Should the matter remain in dispute after the above processes have been exhausted either party may refer the matter 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.
- (e) Nothing in this procedure shall preclude the parties reaching agreement to shorten or extend the period specified in subclauses (2)(a), (b) or (c)(ii).

(3) Disciplinary Procedure

Where an employer seeks to discipline an employee, or terminate an employee the following steps shall be observed:

- (a) (i) In the event that an employee commits a misdemeanour, the employee's immediate supervisor or any other officer so authorised, may exercise the employer's right to reprimand the employee so that the employee understands the nature and implications of his/her conduct.
- (ii) The first two reprimands shall take the form of warnings and, if given verbally, shall be confirmed in writing as soon as practicable after the giving of the reprimand.
- (iii) Should it be necessary, for any reason, to reprimand an employee three times in a period not exceeding twelve months continuous service, the contract of service shall, upon the giving of that third reprimand, be terminable in accordance with Clause 6. - Contract of Service.
- (iv) The employee shall have the right to request representation when being reprimanded in accordance with this subclause.
- (v) The above procedure is meant to preserve the rights of the individual employee, but it shall not, in any way, limit the right of the employer to summarily dismiss an employee for misconduct.

(4) Access to the Industrial Relations Commission

The settlement procedures provided by this clause shall be applied to all manner of disputes referred to in subclause (1) hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.

The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

(5) Provision of Services

The Union recognises that the employer has a public responsibility to provide health care services without any avoidable interruptions.

This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the employer.

Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support.

(6) Industry Wide Issues

In resolving issues of an industry wide nature discussions will commence at the level specified in subclause (2)(c)(i) above, between the appropriate Union official and the Manager, Industrial Relations, or his/her nominee.

(7) Definitions

For the purpose of this procedure:

"employer" means the officer nominated at each work site.

"senior officer" means an officer nominated by management.

"industry wide issues" include issues affecting more than one work site or claims seeking variations to an award.

"work site" means as agreed between the parties.

(8) Breach of Procedure

The parties acknowledge that this procedure formed part of the package which justified the payment of the increases available under the Structural Efficiency Principle.

Accordingly, the parties agree that if either party is of the view that the other party is in breach of this procedure, the matter will be referred to the WAIRC for it to determine;

- (a) whether a breach of the procedure has occurred; and
- (b) subject to (a) above, the appropriateness of the continued provision of the benefits provided under the Structural Efficiency Principle or any other action considered appropriate by the Commission.

35. - ENTERPRISE AGREEMENTS

- (1) (a) The employer and employees covered by this award, may reach agreement to vary any provision of this award to meet the requirements of the employer's business and the aspirations of the employees concerned.
- (b) Such agreements shall be subject to the procedures contained in subclause (2) of this Clause.
- (2) (a) The proposed variations shall be committed to writing, and shall be the subject of negotiation between the persons directly concerned with their effect.
- (b) Nothing in this clause shall prevent the employees from seeking advice from, or representation by, the union during such negotiations.
- (c) Any agreement reached out of this negotiation process shall be committed to writing and, if the union has not been involved in the negotiations, a copy shall be sent to the Secretary of the Union.
- (d) Where the agreement represents the consent of the employer and the majority of the employees concerned, the union shall not unreasonably oppose the terms of that agreement.
- (3) Prior to the employer and the employees giving effect to the terms of the negotiated agreement, it shall be submitted to the Western Australian Industrial Relations Commission for inclusion in the award.

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.

36. - JOBSKILLS TRAINEES

(1) Scope

This clause applies to employees engaged under the Jobskills program and, insofar as the terms of this clause vary from other provisions of this award, the terms of this clause shall prevail. In all other respects the terms of this award shall continue to operate.

(2) Definition

A Jobskills trainee is an employee who is employed under the conditions applying in the Commonwealth Government Jobskills programme.

(3) Training Conditions

- (a) Jobskills trainees shall attend approved on and off-the-job training prescribed in the relevant training agreement, or as notified to the Jobskills trainee by the employer or agent.
- (b) Jobskills trainees will receive over a period of up to 26 weeks a mix of supervised work experience, structured training on-the-job and off-the-job and the opportunity to develop and practice new skills in a work environment.
- (c) Jobskills trainees may only be engaged by employers to undertake activities under the Jobskills programme guidelines. The employer shall ensure that the Jobskills trainee is permitted to attend the prescribed off-the-job training and is provided with appropriate on-the-job training.
- (d) The employer shall provide an appropriate level of supervision in accordance with the approved training plan.

(4) Employment Conditions

- (a) Jobskills trainees shall be engaged in addition to existing staff levels. Positions normally held by permanent employees shall not be filled by Jobskills trainees.
- (b) Jobskills trainees shall be engaged for a period of up to 26 weeks as full-time employees.
- (c) Jobskills trainees are permitted to be absent from work without loss of continuity of employment to attend the off-the-job training in accordance with the training plan. However, except for absences provided for under this award failure to attend for work or training without an acceptable cause will result in loss of pay for the period of absence.
- (d) Overtime and Shiftwork shall not be worked by Jobskills trainees except to enable the requirements of the training plan to be effected. When overtime and shiftwork are worked the relevant penalties and allowances of the applicable award, based on the trainee wage, will apply. Jobskills trainees shall not work overtime or shiftwork on their own.
- (e) The Union shall be afforded reasonable access to Jobskills trainees in accordance with Clause 32. - Right of Entry of this Award.

(5) Wages

The weekly wages payable to JOBSKILLS trainees shall be \$300.00 in line with the Commonwealth JOBSKILLS Program Guidelines. It is rate for all purposes of the award/industrial agreement and takes account of the extent of training provided.

(6) No Precedent

The provisions of this clause represent a compromise on the part of all parties and will not be used as a precedent in proceedings before industrial tribunals.

(7) Reservation

The parties to this award reserve the right to seek a variation or revocation of this clause if circumstances develop in the operation of the Jobskills programme which adversely affect their interests to the extent that the variation or revocation is warranted.

- (8) Notwithstanding the provisions of Clause 6 - Contract of Service, where a Jobskills trainee obtains employment with an employer where the customary period of notice is less than four weeks notice, the trainee may give the notice of termination equivalent to that customarily required by the new employer, provided that, except by agreement between the employer and the trainee, such period of notice shall be no less than one week.

SCHEDULE A. - NAMED UNION PARTY

Health Services Union of Western Australia (Union of Workers) is a named party to this Award.

SCHEDULE B. – RESPONDENTS

Association for the Blind of Western Australia (Incorporated)
16 Sunbury Road
VICTORIA PARK WA 6100

SCHEDULE C – MINIMUM SALARIES

(1) Subject to the provisions of Clause 7. – Classification/Salary Rates, Schedule D – Classification and Grading of Employees and to the provisions of this Schedule, the minimum annual salaries for employees bound by the award are set hereinafter.

(2) Minimum Salaries.

| LEVELS | CURRENT | ASNA | NEW |
|---|---------|-------|-------|
| Level 1 Under 17 Years Of Age | 11363 | 10916 | 22279 |
| 17 Years Of Age | 13270 | 12747 | 26017 |
| 18 Years Of Age | 15490 | 14880 | 30370 |
| 19 Years Of Age | 17929 | 17223 | 35152 |
| 20 Years Of Age | 20135 | 19342 | 39477 |
| 21 Years Of Age 1 st Year Of Service | 22117 | 21246 | 43363 |
| 22 Years Of Age 2 nd Year Of Service | 22771 | 21314 | 44085 |
| 23 Years Of Age 3 rd Year Of Service | 23421 | 21381 | 44802 |
| 24 Years Of Age 4 th Year Of Service | 24069 | 21697 | 45766 |
| Level 2 | 24720 | 21781 | 46501 |
| | 25371 | 21866 | 47237 |
| | 26120 | 21845 | 47965 |
| | 26638 | 21912 | 48550 |
| | 27403 | 22011 | 49414 |
| Level 3 | 28307 | 22127 | 50434 |
| | 29010 | 22219 | 51229 |
| | 29749 | 22312 | 52061 |
| | 30928 | 22465 | 53393 |
| Level 4 | 31545 | 22545 | 54090 |
| | 32470 | 22664 | 55134 |
| | 33421 | 22669 | 56090 |
| | 34772 | 22843 | 57615 |
| Level 5 | 35476 | 22934 | 58410 |
| | 36443 | 23058 | 59501 |
| | 37438 | 23071 | 60509 |
| | 38462 | 23203 | 61665 |
| Level 6 | 40434 | 23458 | 63892 |
| | 41898 | 23646 | 65544 |
| | 43978 | 23915 | 67893 |
| Level 7 | 45091 | 24058 | 69149 |
| | 46501 | 24241 | 70742 |
| | 47962 | 24429 | 72391 |
| Level 8 | 50097 | 24707 | 74804 |
| | 51847 | 24932 | 76779 |
| Level 9 | 54495 | 25272 | 79767 |
| | 56337 | 25511 | 81848 |
| Level 10 | 58354 | 25771 | 84125 |
| | 61598 | 26190 | 87788 |
| Level 11 | 64189 | 26525 | 90714 |
| | 66824 | 26864 | 93688 |

| | | | |
|----------|-------|-------|--------|
| Level 12 | 70437 | 27331 | 97768 |
| | 72878 | 27646 | 100524 |
| | 75662 | 28006 | 103668 |

- (a) An employee, who is 21 years of age or older on appointment to a classification equivalent to Level 1, may be appointed to the minimum rate of pay based on years of service, not on age.
- (b) A Medical Typist or Medical Secretary shall be paid a medical terminology allowance of \$1000 per annum.

For the purposes of this subclause 'Medical Typist' and 'Medical Secretary' shall mean those workers classified on a classification equivalent to Level 1, 2, or 3 who spend at least 50% of their time typing from tapes, shorthand, and/or Doctor's notes of case histories, summaries, reports or similar material involving a broad range of medical terminology.

- (c) Where State Wage Case decisions of the Western Australian Industrial Relations Commission result in an expressed money adjustment to adult (21 years and over) salaries under this clause, the rates for Level 1 employees under 21 years shall be calculated using the following formula:

Current junior rate ÷ Current Level 1 (21 years, 1st year of service) rate x ASNA rate for Level 1 (21 years, 1st year of service) = Junior ASNA rate.

The junior ASNA rate is added to the Current Junior Rate to obtain the applicable New Junior rate.

(3) Salaries – Specified Callings and Other Professionals

- (a) Employees, who possess a relevant tertiary level qualification, or equivalent as agreed between the union and the employers, and who are employed in the callings of Architect, Audiologist, Bio Engineer, Chemist, Dietician, Engineer, Medical Scientist, Librarian, Occupational Therapist, Orthoptist, Physiotherapist, Physicist, Pharmacist, Clinical Psychologist, Psychologist, Research Officer, Scientific Officer, Social Worker, Speech Pathologist, Podiatrist, Medical Imaging Technologist, Nuclear Medicine Technologist, Radiation Therapist, or any other professional calling as agreed between the Union and employers, shall be entitled to Annual Salaries as follows:

| LEVELS | CURRENT | ASNA | NEW |
|-----------|---------|-------|-------|
| Level 3/5 | 28307 | 22127 | 50434 |
| | 29749 | 22312 | 52061 |
| | 31545 | 22545 | 54090 |
| | 33421 | 22669 | 56090 |
| | 36443 | 23058 | 59501 |
| | 38462 | 23203 | 61665 |
| Level 6 | 40434 | 23458 | 63892 |
| | 41898 | 23646 | 65544 |
| | 43978 | 23915 | 67893 |
| Level 7 | 45091 | 24058 | 69149 |
| | 46501 | 24241 | 70742 |
| | 47962 | 24429 | 72391 |
| Level 8 | 50097 | 24707 | 74804 |
| | 51847 | 24932 | 76779 |
| Level 9 | 54495 | 25272 | 79767 |

| | | | |
|----------|-------|-------|--------|
| | 56337 | 25511 | 81848 |
| Level 10 | 58354 | 25771 | 84125 |
| | 61598 | 26190 | 87788 |
| Level 11 | 64189 | 26525 | 90714 |
| | 66824 | 26864 | 93688 |
| Level 12 | 70437 | 27331 | 97768 |
| | 72878 | 27646 | 100524 |
| | 75662 | 28006 | 103668 |

(b) Subject to subclause (d) of this clause, on appointment or promotion to the Level 3/5 under this subclause:

- (i) Employees, who have completed an approved three academic year tertiary qualification, relevant to their calling, shall commence at the first year increment.
- (ii) Employees, who have completed an approved four academic year tertiary qualification, relevant to their calling, shall commence at the second year increment.
- (iii) Employees, who have completed an approved Masters or PhD Degree relevant to their calling shall commence on the third year increment.

Provided that employees who attain a higher tertiary level qualification after appointment shall not be entitled to any advanced progression through the range.

- (c) The employer and union shall be responsible for determining the relevant acceptable qualifications for appointment for the callings covered by this subclause and shall maintain a manual setting out such qualifications.
 - (d) The employer in allocating levels pursuant to clause (3) of this schedule may determine a commencing salary above Level 3/5 for a particular calling/s.
- (4) Annual salary increments shall be subject to the employee's satisfactory performance over the preceding twelve months which shall be assessed according to an agreed form of performance appraisal.
- (5) 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.

SCHEDULE D – CLASSIFICATION AND GRADING OF EMPLOYEES:

- (1) The employer shall allocate a salary classification level in accordance with Schedule C. – Minimum Salaries of the Salary Schedule of this Award to each position by establishing the work value of the position taking account of internal and external relativities relevant to the position, and in accordance with the State Wage Principles of the Western Australian Industrial Relations Commission. In arriving at an appropriate salary level, the employer shall also have due regard for any qualifications which may be a prerequisite for carrying out the position.
- (2) An employee may request a review of the classification allocated in accordance with subclause (1) or, at any time, where a change in duties and responsibilities has occurred. A request for review of classification shall be by:
 - (a) Requesting the review in writing to the employer,
 - (b) Setting out the grounds upon which the request is made,
 - (c) Detailing the classification level and/or title which is being requested, and
 - (d) Providing a current job description of the employee's position.

Providing that not more than one request may be made by an individual employee in any 12 month period. The employer shall give the employee written advice of the result of the review.
- (3) When a salaried officer is engaged by the employer on or after the date hereof or where the classification of a salaried officer is altered on or after the date hereof, the employer shall notify the Union in writing of the name, title, classification and job description of that salaried officer within seven days of commencement of service of the officer or the date the classification is altered, as the case may be.
- (4) If the employee or Union disagrees with the result of the review, the union may enter into negotiations with the employer with a view to settling the disagreement in accordance with Clause 34 – Dispute Settlement Procedures of this Award.
- (5) If the parties cannot reach agreement as to the classification level of any employee, the matter may be referred to the Western Australian Industrial Relations Commission for determination.
- (6) The effective date for any change in classification level shall be one month after the date upon which the letter of request is served upon the employer.

VARIATION RECORD

Salaried Officers (Association for the Blind of Western Australia) Award, 1995

No A 5 of 1995

Delivered 27/06/96 at 76 WAIG 2358
Consolidated

| CLAUSE NO. | EXTENT OF VARIATION | ORDER NO. | OPERATIVE DATE | GAZETTE REFERENCE |
|---|-------------------------------------|-----------|----------------|---------------------|
| 1. – Title | | | | |
| | as delivered | A5/95 | 21/05/96 | 76 WAIG 2358 |
| (1A. – State Wage Principles December 1993) | | | | |
| | as delivered | A5/95 | 21/05/96 | 76 WAIG 2358 |
| | Cl & Title | 915/96 | 07/08/96 | 76 WAIG 3368 |
| (1A Statement of Principles – August 1996) | | | | |
| | Cl & Title | 940/97 | 14/11/97 | 77 WAIG 3177 |
| (1A. Statement of Principles – November 1997) | | | | |
| | Cl & Title | 757/98 | 12/06/98 | 78 WAIG 2579 |
| (A. Statement of Principles – June, 1998) | | | | |
| | Del. Cl. & Title | 609/99 | 06/07/99 | 79 WAIG 1843 |
| 1B. Minimum Adult Award Wage | | | | |
| | Ins. 1B | 940/97 | 14/11/97 | 77 WAIG 3177 |
| | Cl. | 1236/98 | 27/07/98 | 78 WAIG 3340 |
| | (2) - (3),(5) & (8) rates & text | 609/99 | 01/08/99 | 79 WAIG 1843 |
| | 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 & 2591 |
| | (9) | 1197/03 | 1/11/03 | 83 WAIG 3537 |

| | | | |
|-----|--------|----------|---------------------|
| Cl. | 570/04 | 4/06/04 | 84 WAIG 1521 |
| Cl. | 576/05 | 7/07/05 | 85 WAIG 2083, 2823 |
| Cl. | 957/05 | 7/07/06 | 86 WAIG 1631 & 2341 |
| Cl. | 1/07 | 01/07/07 | 87 WAIG 1487 & 2263 |
| Cl. | 115/07 | 01/07/08 | 88 WAIG 773 & 1470 |
| Cl. | 1/09 | 01/10/09 | 89 WAIG 735 & 1902 |
| Cl. | 2/10 | 01/07/10 | 90 WAIG 568 & 1296 |
| Cl. | 2/11 | 01/07/11 | 91 WAIG 1088 & 1695 |
| Cl. | 2/12 | 01/07/12 | 92 WAIG 1445 |
| Cl. | 1/13 | 01/07/13 | 93 WAIG 1113 |
| Cl. | 1/14 | 01/07/14 | 94 WAIG 1328 |
| Cl. | 1/15 | 01/07/15 | 95 WAIG 1296 |
| Cl. | 1/16 | 01/07/16 | 96 WAIG 1146 |
| Cl. | 1/17 | 01/07/17 | 97 WAIG 1211 |
| Cl. | 1/18 | 01/07/18 | 98 WAIG 263 & 932 |
| Cl. | 1/19 | 01/07/19 | 99 WAIG 509 & 1257 |

2. – Arrangement

| | | | |
|--------------|--------|----------|--------------|
| as delivered | A5/95 | 21/05/96 | 76 WAIG 2358 |
| 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 | 757/98 | 12/06/98 | 78 WAIG 2579 |
| Del. 1A | 609/99 | 06/07/99 | 79 WAIG 1843 |

3. – Effect, Area and Scope

as delivered A5/95 21/05/96 76 WAIG 2358

4. – Term

as delivered A5/95 21/05/96 76 WAIG 2358

5. – Definitions

as delivered A5/95 21/05/96 76 WAIG 2358

(1) 327/04 10/05/04 84 WAIG 1384

6. – Contract of Service

as delivered A5/95 21/05/96 76 WAIG 2358

7. – Classification/Salary Rates

as delivered A5/95 21/05/96 76 WAIG 2358

8. – Payment of Salaries

as delivered A5/95 21/05/96 76 WAIG 2358

9. – Higher Duties

as delivered A5/95 21/05/96 76 WAIG 2358

10. – Hours

as delivered A5/95 21/05/96 76 WAIG 2358

11. – Overtime

as delivered A5/95 21/05/96 76 WAIG 2358

12. – Meal Money

as delivered A5/95 21/05/96 76 WAIG 2358

Cl. 1408/00 10/10/00 80 WAIG 5165

Cl. 1101/02 04/11/02 82 WAIG 2964

Cl. 192/04 07/04/04 84 WAIG 851

| | | | |
|---|---------|----------|--------------|
| Cl. | 1507/04 | 10/01/05 | 85 WAIG 688 |
| 13. – Holidays and Annual Leave | | | |
| as delivered | A5/95 | 21/05/96 | 76 WAIG 2358 |
| 14. – Short Leave/Bereavement Leave | | | |
| as delivered | A5/95 | 21/05/96 | 76 WAIG 2358 |
| 15. – Sick Leave | | | |
| as delivered | A5/95 | 21/05/96 | 76 WAIG 2358 |
| 16. – Parental Leave | | | |
| as delivered | A5/95 | 21/05/96 | 76 WAIG 2358 |
| 17. – Long Service Leave | | | |
| as delivered | A5/95 | 21/05/96 | 76 WAIG 2358 |
| 18. – Motor Vehicle Allowance | | | |
| as delivered | A5/95 | 21/05/96 | 76 WAIG 2358 |
| (7), (8) &(9) | 1479/99 | 4/10/99 | 79 WAIG 3052 |
| Cl. | 1408/00 | 10/10/00 | 80 WAIG 5165 |
| (4), (7) - (9). | 192/04 | 07/04/04 | 84 WAIG 851 |
| 19. – Travelling | | | |
| as delivered | A5/95 | 21/05/96 | 76 WAIG 2358 |
| 20. – Travelling Time | | | |
| as delivered | A5/95 | 21/05/96 | 76 WAIG 2358 |
| 21. – Travelling, Transfers and Relieving-Rates of Allowance | | | |
| as delivered | A5/95 | 21/05/96 | 76 WAIG 2358 |
| Cl. | 439/99 | 04/04/99 | 79 WAIG 3051 |
| Cl. | 1408/00 | 10/10/00 | 80 WAIG 5165 |

| | | | |
|------|--------|----------|--------------|
| Cl. | 812/02 | 17/07/02 | 82 WAIG 2152 |
| (Cl. | 192/04 | 07/04/04 | 84 WAIG 851 |
| Cl. | 73/05 | 01/03/05 | 85 WAIG 897 |
| Cl | 962/05 | 19/01/06 | 86 WAIG 313 |

22. – Shift Work

| | | | |
|--------------|-------|----------|--------------|
| as delivered | A5/95 | 21/05/96 | 76 WAIG 2358 |
|--------------|-------|----------|--------------|

23. – Calculation of Penalties

| | | | |
|--------------|-------|----------|--------------|
| as delivered | A5/95 | 21/05/96 | 76 WAIG 2358 |
|--------------|-------|----------|--------------|

24. – Dirty Work

| | | | |
|--------------|-------|----------|--------------|
| as delivered | A5/95 | 21/05/96 | 76 WAIG 2358 |
|--------------|-------|----------|--------------|

25. – Protective Clothing and Uniforms

| | | | |
|--------------|-------|----------|--------------|
| as delivered | A5/95 | 21/05/96 | 76 WAIG 2358 |
|--------------|-------|----------|--------------|

26. – Board of Reference

| | | | |
|--------------|-------|----------|--------------|
| as delivered | A5/95 | 21/05/96 | 76 WAIG 2358 |
|--------------|-------|----------|--------------|

27. – Part-Time Employees

| | | | |
|--------------|-------|----------|--------------|
| as delivered | A5/95 | 21/05/96 | 76 WAIG 2358 |
|--------------|-------|----------|--------------|

28. – Casual Employees

| | | | |
|--------------|-------|----------|--------------|
| as delivered | A5/95 | 21/05/96 | 76 WAIG 2358 |
|--------------|-------|----------|--------------|

29. – Temporary Employees

| | | | |
|--------------|-------|----------|--------------|
| as delivered | A5/95 | 21/05/96 | 76 WAIG 2358 |
|--------------|-------|----------|--------------|

30. – No Reduction

| | | | |
|--------------|-------|----------|--------------|
| as delivered | A5/95 | 21/05/96 | 76 WAIG 2358 |
|--------------|-------|----------|--------------|

31. – Liberty to Apply

| | | | |
|--------------|-------|----------|--------------|
| as delivered | A5/95 | 21/05/96 | 76 WAIG 2358 |
|--------------|-------|----------|--------------|

32. – Right of Entry

| | | | |
|--------------|-----------|----------|--------------|
| as delivered | A5/95 | 21/05/96 | 76 WAIG 2358 |
| Ins. Para | 2053/1/97 | 22/11/97 | 77 WAIG 3138 |

33. – Introduction of Change

| | | | |
|--------------|-------|----------|--------------|
| as delivered | A5/95 | 21/05/96 | 76 WAIG 2358 |
|--------------|-------|----------|--------------|

34. – Dispute Settlement Procedures

| | | | |
|--------------------------|---------|----------|--------------|
| as delivered | A5/95 | 21/05/96 | 76 WAIG 2358 |
| (2)(d) &(4) ins. Text | 2053/97 | 22/11/97 | 77 WAIG 3079 |

35. – Enterprise Agreements

| | | | |
|--------------|--------|----------|---------------------|
| as delivered | A5/95 | 21/05/96 | 76 WAIG 2358 |
| as delivered | A5/95 | 21/05/96 | 76 WAIG 2358 |
| Cl. | 569/03 | 5/06/03 | 83 WAIG 1899 & 2591 |

Schedule A - Named Union Party

| | | | |
|--------------|--------|----------|--------------|
| as delivered | A5/95 | 21/05/96 | 76 WAIG 2358 |
| Sch | 327/04 | 10/05/04 | 84 WAIG 1384 |

Schedule B - Respondents

| | | | |
|--------------|-------|----------|--------------|
| as delivered | A5/95 | 21/05/96 | 76 WAIG 2358 |
|--------------|-------|----------|--------------|

Schedule C - Minimum Salaries

| | | | |
|---------------------|---------|----------|--------------|
| as delivered | A5/95 | 21/05/96 | 76 WAIG 2358 |
| Schedule | 904/96 | 06/09/96 | 76 WAIG 4311 |
| Rates & Ins. Text | 940/97 | 14/11/97 | 77 WAIG 3177 |
| Sch. | 1236/98 | 27/07/98 | 78 WAIG 3340 |
| Rates, ins text (5) | 609/99 | 01/08/99 | 79 WAIG 1843 |

| | | | |
|------|---------|----------|---------------------|
| Sch. | 654/00 | 01/08/00 | 80 WAIG 3379 |
| Sch. | 752/01 | 01/08/01 | 81 WAIG 1721 |
| Sch. | 797/02 | 01/08/02 | 82 WAIG 1369 |
| (2) | 1243/02 | 29/08/02 | 82 WAIG 2963 |
| Sch. | 569/03 | 5/06/03 | 83 WAIG 1899 & 2591 |
| Sch. | 570/04 | 4/06/04 | 84 WAIG 1521 & 2021 |
| Sch. | 576/05 | 7/07/05 | 85 WAIG 2083, 2823 |
| Sch. | 957/05 | 7/07/06 | 86 WAIG 1631 & 2341 |
| Sch. | 1/07 | 01/07/07 | 87 WAIG 1487 & 2263 |
| Sch. | 115/07 | 01/07/08 | 88 WAIG 773 & 1470 |
| Sch. | 1/09 | 01/10/09 | 89 WAIG 735 & 1902 |
| Sch. | 2/10 | 01/07/10 | 90 WAIG 568 & 1296 |
| Sch. | 2/11 | 01/07/11 | 91 WAIG 1088 & 1695 |
| Sch. | 2/12 | 01/07/12 | 92 WAIG 1445 |
| Sch. | 1/13 | 01/07/13 | 93 WAIG 1113 |
| Sch. | 1/14 | 01/07/14 | 94 WAIG 1328 |
| Sch. | 1/15 | 01/07/15 | 95 WAIG 1296 |
| Sch. | 1/16 | 01/07/16 | 96 WAIG 1146 |
| Sch. | 1/17 | 01/07/17 | 97 WAIG 1211 |
| Sch. | 1/18 | 01/07/18 | 98 WAIG 263 & 932 |
| Sch. | 1/19 | 01/07/19 | 99 WAIG 509 & 1257 |

Schedule D - Classification and Grading of Employees

| | | | |
|--------------|-------|----------|--------------|
| as delivered | A5/95 | 21/05/96 | 76 WAIG 2358 |
|--------------|-------|----------|--------------|