

Please note that this award has been manually updated to reflect changes made by Commission Order of 27 February 2006 (PR970336) pending publication of official version on the Australian Industrial Relations Commission website.

AW814962 PR970336

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.113 - Application to vary an Award

Application by Australian Nursing Federation
(C2006/1010)

NURSES (ANF- WA PUBLIC SECTOR) AWARD 2002
(ODN C 31999 OF 1990)
[AW814962 Print PR916212]

Health and welfare services

DEPUTY PRESIDENT BLAIN

PERTH, 27 February 2006

Family Provisions Decision

ORDER

- A. Further to the decision of the Full Bench of the Commission in the *Family Provisions Decision* [PR082005], the above-mentioned award is varied as follows:
- B. This order shall come into force from the first pay period to commence on or after 27 February 2006 and shall remain in force for a period of three months.

BY THE COMMISSION:

DEPUTY PRESIDENT

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Please note that this award has been manually updated to reflect changes made by Commission Order of 27 February 2006 (PR970334) pending publication of official version on the Australian Industrial Relations Commission website.

AW814962 PR970334

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.113 - Application to vary an Award

Application by Australian Nursing Federation
(C2006/1007)

NURSES (ANF- WA PUBLIC SECTOR) AWARD 2002
(ODN C 31999 OF 1990)
[AW814962 Print PR916212]

Health and welfare services

DEPUTY PRESIDENT BLAIN

PERTH, 27 February 2006

Allowances

ORDER

A. Further to the decision of the Western Australian Industrial Relations Commission (2005 WAIRC 03351), the above-mentioned award is varied as follows:

B. This order shall come into force from the first pay period to commence on or after 27 February 2006 and shall remain in force for a period of three months.

BY THE COMMISSION:

DEPUTY PRESIDENT

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~~Please note that this award has been manually updated to reflect changes made by Commission Order of 23 January 2006 (PR967244) pending publication of official version on the Australian Industrial Relations Commission website.~~

AW814962 PR967244

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.113 - Application to vary an Award

Application by Australian Nursing Federation
(C2005/5910)

NURSES (ANF- WA PUBLIC SECTOR) AWARD 2002
(ODN C 31999 OF 1990)
[AW814962 Print PR916212]

Health and welfare services

DEPUTY PRESIDENT BLAIN

PERTH, 23 JANUARY 2006

Family Provisions Decision and location allowance General Order of the WAIRC.

ORDER

A. Further to the decision of the Full Bench of the Commission in the *Family Provisions Decision* [PR082005], and the location allowance General Order of the Western Australian Industrial Relations Commission [2004 WAIRC 11873], the above-mentioned award is varied as follows:

B. This order shall come into force from the first pay period to commence on or after 23 January 2006 and shall remain in force for a period of three months.

BY THE COMMISSION:

DEPUTY PRESIDENT

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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

AUSTRALIAN INDUSTRIAL REGISTRY LOOSE-LEAF CONSOLIDATION

NURSES (ANF- WA PUBLIC SECTOR) AWARD 2002

This award as varied to 19 July 2005 (variation PR960339) comprises pages:

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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

Review of award pursuant to Item 51 of Part 2 of Schedule 5 of the
Workplace Relations and Other Legislation Amendment Act 1996
(C No. 01017 of 1998)

NURSES (ANF-WA PUBLIC SECTOR) AWARD 1994

(ODN C No. 31999 of 1990)

[Print L5005 [AW790734]]

Various employees

Health and welfare industry

SENIOR DEPUTY PRESIDENT O'CALLAGHAN

PERTH, 11 APRIL 2002

Award simplification.

ORDER

A. Further to the decision issued by the Commission on 27 December 2001, [PR912847] the above award is varied as follows:

By deleting all clauses, schedules and appendices and inserting the following:

1. AWARD TITLE

This Award will be known as the Nurses (ANF- WA Public Sector) Award 2002.

2. ARRANGEMENT

This Award is arranged as follows:

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3. COMENCEMENT DATE AND PERIOD OF OPERATION

This award will come into force from 15 April 2002 and shall remain in force for a period of one month.

4. COVERAGE AND PARTIES BOUND

This award is binding upon the Federation and its members and the respondents listed in Schedule 2 in respect of registered nurses employed by the respondents in the State of Western Australia; provided that this award will not apply to the employment and work of persons employed in Western Australia as enrolled nurses or nurse assistants or to persons whose employment is regulated by the *Nurses (WA Mental Health Services) Award 2001*.

5. SUPERSESSION AND SAVINGS

This Award supersedes the *Nurses' (ANF -WA Public Sector) Award 1994* provided that no right, obligation or liability accrued under such award will be affected by the supersession in respect of allowable matters.

6. ANTI - DISCRIMINATION

- 6.1** It is the intention of the respondents to this award to achieve the principal object in section 3(j) of the *Workplace Relations Act 1996* through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 6.2** Accordingly, in fulfilling their obligations under the dispute resolution procedure clause, the respondents must make every endeavour to ensure that neither the award provisions nor their operation are discriminatory in their effects.
- 6.3** Nothing in this clause is to be taken to affect:
- 6.3.1** any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
 - 6.3.2** junior rates of pay;
 - 6.3.3** an employee, employer or registered organisation, pursuing matters of discrimination in any state or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission; or
 - 6.3.4** the exemptions in section 170CK(3) and (4) of the *Workplace Relations Act 1996*.

7. DEFINITIONS

- 7.1** “**Casual**” means an employee engaged with no guarantee of continual or additional employment.
- 7.2** “**Child**” means a child of the employee under the age of one year except for adoption. In adoption, child means a person under the age of five years who is not a child or stepchild of the employee. The child in adoption must not have previously lived continuously with the employee for a period of six months or more.
- 7.3** “**De Facto Spouse**” means a person who lives with the employee as the husband or wife of the employee on a bona fide domestic basis, although not legally married to that person.
- 7.4** “**Dependant**” in relation to an employee means a spouse; or where there is no spouse, a child or any other relative resident within the State who relies on the employee for their main support; who does not receive a district or location allowance of any kind.

- 7.5 The "**Federation**" means the Australian Nursing Federation, or where the context so admits, the Western Australian Branch of the Australian Nursing Federation.
- 7.6 "**Health Care Site**" means any clinic, hospital, nursing post, community based health care service, or other establishment where health services are delivered.
- 7.7 "**Nurse**" means a person registered in WA under the Nurses Act 1992 and who holds a current practising certificate and any other qualification required for working in a particular field of nursing.
- 7.8 "**Ordinary Rate of Pay**" means the base classification rate excluding shift and weekend penalties.
- 7.9 "**Partial Dependant**" in relation to an employee means a spouse; or where there is no spouse, a child or any other relative resident within the State who relies on the employee for their main support; who receives a district or location allowance of any kind less than that applicable to an employee without dependants under any award, agreement or other provision regulating the employment of the partial dependant.
- 7.10 "**Part Time**" means an employee regularly employed to work less hours than those prescribed for a full time employee.
- 7.11 "**Spouse**" means an employee's spouse including de facto spouse.

[7.12 inserted by PR917741 ppc 01Apr02]

7.12 "**Transitional Review Process**" is the process set out in Schedule 4 to this Award.

8. CONTRACT OF EMPLOYMENT

By giving one month's notice to an employee who is contracted to work in a specific area an employer may require that employee to work in any area within that work site commensurate with the employee's skill level.

- 8.1 The contract of employment for employees classified at level 1 (except those employees employed by the Ministry of Justice) unless otherwise mutually agreed by the employee and the employer, will be terminable by either the employer or the employee giving the other party two weeks notice of termination.
- 8.2 The contract of employment for employees classified in levels 2, 3, 4 and 5 unless otherwise mutually agreed by the employee and the employer, will be terminable by either the employer or the employee giving the other party four weeks notice of termination.
- 8.3 The contract of employment for employees employed by the Ministry of Justice at all levels will, unless otherwise mutually agreed by the employee and employer, be terminable by either the employer or employee giving the other party four weeks notice of termination.

- 8.4** Instead of giving the required notice, the employer may pay to the employee or the employee may forfeit to the employer, the equivalent number of weeks wages as to the number of weeks notice required by subclause 8.1 of this clause.
- 8.5** Nothing in this clause will prevent the termination of an employee without notice by the employer due to misconduct. In such case payment of wages will be made up to the time of dismissal only. Where a dismissal due to misconduct occurs, the employee will be provided with the reasons for the dismissal in writing within fourteen days of having requested such reasons from the employer.
- 8.6** The employee and the employer may agree in writing upon an alternative period of notice than prescribed in this clause.

9. EMPLOYMENT CATEGORIES

9.1 Casual Employment

- 9.1.1** An employee engaged for a period of less than four weeks either part-time or full-time will be considered to be a casual and be paid 20% in addition to the rates specified in this Award.
- 9.1.2** A casual will be employed on an hourly contract of employment which is terminable by the giving of one hour's notice by either party to the other or by the payment or forfeiture as the case may be of one hour's wage. The minimum period of employment of a casual employee will be two hours.
- 9.1.3** The employer will take into account prior experience when determining the appropriate salary for casual employees.
- 9.1.4** Award provisions relating to accrued days off, annual leave, long service leave, personal leave, do not apply to casual employees.

¹9.1.5 Notwithstanding subclause 9.1.4, while casual employees are not entitled to personal leave, subject to satisfying the requirements of subclause 26.6, casual employees are entitled to not be available to attend work, or to leave work for the purposes of caring responsibilities.

9.2 Part Time Employment

- 9.2.1** An employee may be regularly employed to work less hours per week than are prescribed by clause 21 - Hours and such hours may be worked in less than five days per week. An employee's minimum weekly hours will be fixed at the commencement of employment, and may only be varied by written agreement between the employer and employee.
- 9.2.2** A part-time employee who works more than twenty hours but less than 40 hours per week will be remunerated at a rate pro rata to 40 hours per week, and will be entitled to accrue days off in accordance with the provisions of clause 21 - Hours.

¹ Varied by PR967244, 23 January 2006 but not yet reflected in consolidated version pending publication of official version on the Australian Industrial Relations Commission website.

Where the employee agrees to forgo the entitlement to accrued days off in clause 21 – Hours, payment in lieu will be made in accordance with subclause 9.2.4 of this clause.

- 9.2.3** Where a part-time employee occupies a position for which the ordinary hours of work are 37.5 hours per week the weekly rate of wage will be a proportion of 37.5 hours and there will be no accrual towards accrued days off.
- 9.2.4** A part-time employee who works twenty hours or less per week will be remunerated at a weekly rate pro rata to the proportion which her/his ordinary weekly hours bear to 38 or 37.5 whichever is applicable.
- 9.2.5** A part-time employee will be allowed annual leave and sick leave in the same manner as a full-time employee and payment for such will be in the same ratio as her/his average weekly hours averaged over the qualifying period bear to 38 or 37.5 hours whichever is applicable.

10. WAGES AND ALLOWANCES

10.1 Definitions

10.1.1 Registered Nurses Level 1 (RN-1)

Means a **RN** who is required to perform general nursing duties, where there is access to a higher level of clinical expertise, that include, but are not confined to:

- 10.1.1.1** delivering direct and comprehensive nursing care and individual case management to patients or clients within the practice setting;
- 10.1.1.2** coordinating services, including those of other disciplines or agencies, to individual patients or clients within the practice setting;
- 10.1.1.3** providing support, education, counselling and group work services oriented towards the promotion of health status improvement of patients and clients within the practice setting;
- 10.1.1.4** accepting accountability for the employee's own standards of nursing care and service delivery and professional development;
- 10.1.1.5** participating in research, quality improvement and policy development within the practice setting; and
- 10.1.1.6** being responsible where applicable for the clinical supervision of enrolled nurses.

10.1.2 Registered Nurse Level 2 (RN-2)

Means a **RN** who is appointed at this level and is required to perform in the stream of clinical, management, research, or staff development duties delegated by a Nurse at level 3, 4 or 5 that will include elements of, but not be confined to, the following:

- 10.1.2.1 delivering direct and comprehensive nursing care and individual case management to a specific group of patients or clients in a particular area of nursing practice within the practice setting;
- 10.1.2.2 providing support, direction, orientation and education;
- 10.1.2.3 being responsible for planning and coordinating services relating to a particular group of clients, patients or staff in the practice setting;
- 10.1.2.4 acting as a role model in the provision of holistic care to patients or clients in the practice setting;
- 10.1.2.5 assisting in the management of research projects, and participating in quality improvement programs and policy development within the practice setting;
- 10.1.2.6 managing a specific portfolio as designated by the Director of Nursing;
- 10.1.2.7 being responsible for education and training in relation to clinical practices;
- 10.1.2.8 being responsible for the clinical supervision of nurses at Level 1 and/or enrolled nurses; and
- 10.1.2.9 accepting accountability for the employee's own standards of nursing care and service delivery and professional development.

10.1.3 Registered Nurse Level 3 (RN-3)

Means a **RN** who is appointed at this level and is required to perform in the stream of clinical, staff development, management or research duties that will include elements of, but not be confined to, the following:

- 10.1.3.1 Providing leadership and role modelling, in collaboration with others, particularly in the areas of research and quality improvement programs; staff and patient/client education; staff selection and education, allocation and rostering of staff, occupational health, initiation and evaluation of research related to staff and resource management, implementation and evaluation of staff education and development programs, implementation and evaluation of patient or client education programs, management, development and appraisal; participating in policy development and implementation; and acting as a consultant on request in the employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care;
- 10.1.3.2 Delivering direct and comprehensive nursing care to a specific group of patients or clients with complex nursing care needs, in a particular area of nursing practice within a practice setting;

- 10.1.3.3** Coordinating, and maintaining high standards of nursing care within the practice setting;
- 10.1.3.4** Coordinating and managing nursing or multi-disciplinary service teams providing acute nursing and community services;
- 10.1.3.5** Being accountable for the management of human and material resources within a specified span of control;
- 10.1.3.6** Managing nursing resources including finance, budget preparation and cost control;
- 10.1.3.7** Being accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population; and
- 10.1.3.8** Accepting accountability for the employee's own standards of nursing care and service delivery and professional development

10.1.4 Registered Nurse Level 4 (RN-4)

Means a **RN** who is appointed at this level and is required to perform in one stream of clinical, research, management or staff development duties that will include elements of, but not be confined to, the following:

- 10.1.4.1** Providing leadership and role modelling, in collaboration with others, particularly in the areas of selection of staff within the employee's area of responsibility, provision of appropriate education programs, coordination and promotion of clinical, management and educational research projects; participating as a member of the nursing executive team; and contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- 10.1.4.2** Managing the activities of, and providing leadership, coordination and support to Level 3 nurses;
- 10.1.4.3** Being accountable for the establishment, implementation and evaluation of systems to ensure the standard of nursing care for the area of responsibility;
- 10.1.4.4** Being accountable for operational and strategic planning and decision making for a specified area of responsibility;
- 10.1.4.5** Being accountable for clinical standards through quality improvement programs;

- 10.1.4.6 Being accountable for the effective and efficient management of human and material resources;
- 10.1.4.7 Being accountable for the development and coordination of nursing management systems;
- 10.1.4.8 Being accountable for the development, implementation and evaluation of quality improvement;
- 10.1.4.9 Being accountable for the standards and effective coordination of education and training;
- 10.1.4.10 Being accountable for the development, implementation and evaluation of staff development programs;
- 10.1.4.11 Being accountable for the management of educational resources including their financial management and budgeting control;
- 10.1.4.12 Undertaking career counselling for nursing staff; and
- 10.1.4.13 Accepting accountability for the employee's own standards of nursing care and service delivery and professional development.

10.1.5 Registered Nurse Level 5 (RN-5)

Means a **RN** who is appointed at this level and is required to perform duties that will include elements of, but not be confined to, the following:

- 10.1.5.1 Being accountable for the standards of nursing care for the health unit and for coordination of the nursing service of the health unit;
- 10.1.5.2 Being accountable for the total operational management and control of all staff and all services;
- 10.1.5.3 Participating as a member of the executive of the health unit, being accountable to the executive for the development and evaluation of nursing policy, and generally contributing to the development of health unit policy;
- 10.1.5.4 Providing leadership, direction and management of the nursing division of the health unit in accordance with policies, philosophies, objectives and goals established through consultation with staff and in accordance with the directions of the Board of Management of the health unit;
- 10.1.5.5 Providing leadership and role modelling, in collaboration with others, particularly in the areas of staff selection, promotion of participative decision making and decentralisation of nursing management; and generally advocating for the interests of nursing to the executive team of the health unit;

- 10.1.5.6** Managing the budget of the nursing division of the health unit;
- 10.1.5.7** Ensuring that nursing services meet changing needs of clients or patients through effective strategic planning;
- 10.1.5.8** Complying, and ensuring the compliance of others, with the code of ethics and legal requirements of the nursing profession; and
- 10.1.5.9** Accepting accountability for the employee's own standards of nursing care and service delivery and professional development.

10.1.6 All Senior Registered Nurses (SRN)

[10.1.6 inserted by PR917741 ppc 01Apr02]

Means an employee who is registered by the Nurses Board of Western Australia as a registered nurse Division 1, who holds a current practising certificate and any other qualification required for working in the employee's particular practice setting, and who is appointed as such by a selection process or by reclassification from a lower level in the circumstances that the employee is required to perform the duties detailed in this subclause on a continuing basis.

10.1.7 Senior Registered Nurse (SRN) Level 1

[10.1.7 inserted by PR917741 ppc 01Apr02]

An employee selected at SRN Level 1 can be appointed to a position containing clinical, management, research or teaching emphases within the scope of the role. The duties shall include, but not be limited to the criteria outlined below. Emphasis on each criteria will reflect the focus of the individual position occupied by each SRN Level 1:

- Providing leadership and role modeling within the emphases and scope of the role.
- Providing a clinical/professional consultancy or direct care to select or broad groups of clients within a practice setting.
- Promoting, developing and implementing standards and/or policies within a quality/research environment.
- Recruiting, selecting and/or orientating nursing staff.
- Assessing, planning, implementing and evaluating clinical, management, research or education programs/interventions relevant to role/client base.
- Managing human and material resources within a practice setting/area of specific control.
- Developing and co-ordinating nursing and/or multi-disciplinary service and/or practice teams.

10.1.8 Senior Registered Nurse Level 2

[10.1.8 inserted by PR917741 ppc 01Apr02]

An employee selected at SRN Level 2 will be responsible for all of the tasks outlined in SRN Level 1 as well as the responsibilities outlined in SRN Level 2.

SRN Level 2 duties will include, but not be limited to the criteria outlined below. Emphasis on each criteria will reflect the focus of the individual position occupied by each SRN Level 2:

- Patient care provision in a typical ward, unit and/or geographic team. A typical ward, unit or geographic team will generally involve the care of up to 35 beds and/or up to approximately 40 FTE nursing staff in a facility offering a full range of secondary services.
- Provision of ward, unit or geographic team's staff development and/or education support programs.

10.1.9 Senior Registered Nurse Level 3

[10.1.9 inserted by PR917741 ppc 01Apr02]

An employee selected at SRN Level 3 will be responsible for all of the tasks outlined in SRN Level 1, as well as the responsibilities outlined in SRN Level 3.

SRN Level 3 will be responsible for an expanded professional practice role, which may include, but is not limited to the criteria outlined below. Emphasis on each criteria will reflect the focus of the individual position occupied by each SRN Level 3:

- A multi-disciplinary role as team leader/co-ordinator of health professionals.
- Clinical/professional responsibility for a multi-disciplinary ward, unit, district or region providing complex or tertiary level services.
- An expanded role of clinical practice and/or management/leadership control.
- Use of advanced problem solving strategies that influence, manage and co-ordinate patient care over and above the problem solving skills required at SRN Level 3.

10.1.10 Senior Registered Nurse Level 4

[10.1.10 inserted by PR917741 ppc 01Apr02]

An employee selected at SRN Level 4 will be responsible for all of the tasks outlined in SRN Level 1, as well as the responsibilities outlined in SRN Level 4.

SRN Level 4 will be responsible for an expanded clinical practice role, which may include, but is not limited to the criteria outlined below. Emphasis on each criteria will reflect the focus of the individual position occupied by each SRN Level 4:

- Knowledge within a specialised area of practice, that influences the practice of nursing both within and external to the relevant health care facility, district or region.

- Being a resource for other RN Level 1 and 2 and SRN Levels 1, 2 and 3 and other professional staff particularly as adviser, mentor and technical expert within and external to the relevant health care facility, district or region.
- Producing changes to practice in the ward, unit, geographic team or beyond, as a consequence of individual interventions or advice.

10.1.11 Senior Registered Nurse Level 5

[10.1.11 inserted by PR917741 ppc 01Apr02]

An employee selected at SRN Level 5 can be appointed to a position containing clinical, management, research or teaching emphases within the scope of the role.

The duties shall include, but are not limited to the criteria outlined below. Emphasis on each criterion will reflect the focus of the individual position occupied by each SRN Level 5:

- Providing effective leadership, co-ordination, integration and management of any area of responsibility.
- Providing nursing leadership and monitoring standards of patient-care.
- Co-ordinating and promoting nursing and nursing service initiatives.
- Developing and implementing standards and/or policies to create a quality assured environment.
- Recruiting, selecting and orientating registered nurses at all levels and other staff.
- Managing human and material resources within an area of specific control.
- Representing nursing and its goals positively and effectively both within and external to the relevant health care facility, district or region.
- Advising on clinical/management strategies to accommodate nursing resource and nursing service requirements, both within and external to the relevant health care facility, district or region.

10.1.12 Senior Registered Nurse Level 6

[10.1.12 inserted by PR917741 ppc 01Apr02]

An employee selected at SRN Level 6 can be appointed to a position containing clinical, management, research or teaching emphases within the scope of the role. Roles within this classification are generally conducted in a Primary Health Care Facility or Multi Purpose Service.

The duties shall include, but are not limited to the criteria outlined below. Emphasis on each criterion will reflect the focus of the individual position occupied by each SRN Level 6:

- Providing clinical consultancy to the Executive of the health care facility, district or region.
- Being accountable to the Executive for the development and evaluation of nursing policy and other policies relevant to an area of specific control within the health care facility, district or region.
- Generally contributing to the development of the health care facility, district or region's policies.

- Being accountable for the standard of nursing care and for the coordination of the nursing services and other multidisciplinary teams within an area of specified control at a health care facility, district or region.
- Providing leadership, direction and management of the nursing division and any other areas of responsibility of the health unit in accordance with policies, philosophies, objectives and goals established through consultation with staff and in accordance with the directions of the health care facility, district or region.
- Managing human and material resources for the nursing division and any other areas of responsibility.
- Monitoring internal and external environment and influences to ensure that nursing services and services within any other areas of responsibility are able to meet the changing needs of clients or patients through strategic planning.
- Ensuring compliance with legal requirements governing the health care facility, district or region.

10.1.13 Senior Registered Nurse Level 7

[10.1.13 inserted by PR917741 ppc 01Apr02]

An employee selected at SRN Level 7 can be appointed to a position containing clinical, management, research or teaching emphases within the scope of the role.

The duties shall include, but are not limited to the criteria outlined in SRN Level 6. Emphasis on each criterion will reflect the focus of the individual position occupied by each SRN Level 7.

The SRN's in this level will generally work as:

- Coordinators in rural facilities;
- Staff development coordinators in community settings, hospital settings or rural regional health services.
- Directors of Nursing or Health Service Managers responsible for service delivery units, which provide a broader range of services than those service delivery units for which a SRN Level 6 is responsible.

10.1.14 Senior Registered Nurse Level 8, 9 and 10

[10.1.14 inserted by PR917741 ppc 01Apr02]

An employee selected at SRN Level 8, 9 or 10 can be appointed to a position containing clinical, management, research or teaching emphases within the scope of the role. Whether the SRN's position is a Level 8, 9 or 10 position will largely depend on the type of health care facility, district or region in which the SRN works.

The duties shall include, but are not limited to the criteria outlined below. Emphasis on each criterion will reflect the focus of the individual position occupied by each SRN at Level 8, 9 or 10 and the setting in which they practice.

- Directing the activities of the nursing and other services under the SRN's area of responsibility consistent with corporate objectives and provides effective leadership, coordination, integration and direction for management of the human, financial and material resources to achieve these objectives.
- Providing nursing leadership and monitoring standards of nursing care to patients.
- Providing the principal nurse advisory role to the Executive of the relevant health care facility, district or region;
- Being accountable for the development and evaluation of nursing policy and practice, the standards of nursing care and for the co-ordination of the nursing and other services under the SRN's area responsibility for the health care facility, district or region;
- Contributing to the development of the health care facility, district or region's policy and clinical service development.
- Providing leadership, direction and management of the nursing division and other services under the SRN's area of responsibility for the health care facility, district or region in accordance with policies, philosophies, objectives and goals established through consultation with staff and in accordance with the directions of the health care facility, district or region.
- Managing human and material resources for the nursing and other services under the SRN's area of responsibility for the health care facility, district or region.
- Monitoring the internal and external environment and influences to ensure that nursing services and other services under the SRN's area of responsibility are able to meet the changing needs of clients / patients through strategic planning.
- Ensuring compliance with legal requirements governing the health care facility, district or region.

10.1.14.1 Senior Registered Nurse Level 8

[10.1.14.1 inserted by PR917741 ppc 01Apr02]

Will generally comprise SRNs working:

- as Director of Nursing in a Primary Health Care Facility or a Secondary Health Care Facility with a limited range of services;
- as Director of Nursing in a smaller Regional Health Care Facility;
- as Director of Nursing in a significant Remote Health Care Facility;
- as Coordinator in a Metropolitan Teaching Hospital.

10.1.14.2 Senior Registered Nurse Level 9

[10.1.14.2 inserted by PR917741 ppc 01Apr02]

Will generally comprise SRNs working:

- as Director of Nursing in a Metropolitan Non-Teaching Hospital; and

- as Director of Nursing in a large Rural Health Care Facility with a significant range of secondary services

10.1.14.3 Senior Registered Nurse Level 10

[10.1.14.3 inserted by PR917741 ppc 01Apr02]

Will generally comprise SRN's working:

- as Director of Nursing or Nursing Director in a Tertiary Health Care Facility;
- as combined Director of Nursing/ Patient Support Services Officer at a large Regional Health Care Facility with a full range of secondary services; and
- as Director and Co-Director of Nursing in a Metropolitan Teaching Hospital.

10.1.15 Definitions

[10.1.15 inserted by PR917741 ppc 01Apr02]

With respect to this clause 10.1 the following definitions apply:

“**FTE**” means a full time equivalent employee who is contracted for an average of 38 hours per week

“**Executive**” means the executive management team of a hospital or health care facility, district or region. This may include a Chief Executive Officer or General Manager, Director of Nursing, Director of Finance, Director of Medical Services and is generally made up of those senior positions directly reporting to the Chief Executive Officer.

“**Metropolitan Non-Teaching Hospital**” these are local community hospitals based in the metropolitan area other than hospitals, which are designated teaching hospitals. Designated Teaching Hospitals at the time of this Award variation include Sir Charles Gairdner Hospital, Royal Perth Hospital, Fremantle Hospital, King Edward Memorial Hospital for Women and Princess Margaret Hospital and Graylands, Selby Lemnos.

“**Remote Health Care Facility**” as defined in the *Nurses' (WA Government Health Services) Agreement 2001*.

“**Rural Health Care Facility**” a health care service outside the Perth metropolitan area.

“**Secondary Health Care Facility**” a health care service with a full range of secondary services and staff to support those services.

“**Tertiary Health Care Facility**” Sir Charles Gairdner Hospital, Royal Perth Hospital, Fremantle Hospital, King Edward Memorial Hospital for Women and Princess Margaret Hospital and Graylands, Selby Lemnos.

10.2 Wages

The following will be the weekly rates of wages payable to employees covered by this award:

10.2.1 A registered nurse undertaking post-basic training in a course leading to registration will be paid at the rate Level 1.2 or such higher rate commensurate with the pre-requisite experience for entry to a course. Provided that this subclause will not operate so as to increase the rate of wage being paid to a nurse at the point of entry to such a course.

10.2.2 Registered mothercraft nurse

[10.2.2 varied by PR932024; substituted by PR949224; PR960339 ppc 19Jul05]

	BASE RATE PER WEEK	Arbitrated Safety Net Adjustments	Total Rate Per Week
	\$	\$	\$
1 st Year	396.20	159.00	555.20
2 nd Year	403.80	159.00	562.80
3 rd Year	414.80	159.00	573.80
4 th Year	426.20	161.00	587.20
5 th Year & Thereafter	437.40	161.00	598.40

10.2.3 Other Registered Nurses

[10.2.3 substituted by PR917741 PR932024 PR949224; PR960339 ppc 19Jul05]

	BASE RATE PER WEEK	Arbitrated Safety Net Adjustments	Total Rate Per Week
	\$	\$	\$
Level 1:1	471.60	159.00	630.60
Level 1.2	495.10	159.00	654.10
Level 1:3	518.70	159.00	677.70
Level 1:4	542.30	159.00	701.30
Level 1:5	565.90	159.00	724.90
Level 1:6	589.50	159.00	748.50
Level 1:7	613.00	159.00	772.00
Level 1:8	636.60	157.00	793.60
Level 2:1	660.20	157.00	817.20
Level 2:2	675.90	155.00	830.90
Level 2:3	691.60	155.00	846.60
Level 2:4	707.30	155.00	862.30

10.2.4 Registered Nurses working for all employers other than those in Schedule 3

[10.2.4 inserted by PR917741 PR932024; substituted by PR949224; PR960339 ppc 19Jul05]

	BASE RATE PER WEEK	Arbitrated Safety Net Adjustments	Total Rate Per Week
	\$	\$	\$
Level 3:1	736.80	155.00	891.80
Level 3:2	754.50	155.00	909.50
Level 3:3	772.20	155.00	927.20
Level 3:4	789.90	155.00	944.90
Level 4:1	884.20	155.00	1039.20
Level 4:2	953.00	155.00	1108.00
Level 4:3	1021.70	155.00	1176.70
Level 5:1	884.20	155.00	1039.20
Level 5:2	943.10	155.00	1098.10
Level 5:3	1021.70	155.00	1176.70
Level 5:4	1100.30	155.00	1255.30

[10.2.5 inserted by PR917741; substituted by PR942691 PR949224; PR960339 ppc 19Jul05]

10.2.5 Senior Registered Nurses working for the employers in Schedule 3

	BASE RATE PER YEAR	Arbitrated Safety Net Adjustments	Total Rate Per Year
	\$	\$	\$
Senior Registered Nurse Level 1	61,404	1,878	63,282
Senior Registered Nurse Level 2	63,360	1,878	65,238
Senior Registered Nurse Level 3	65,317	1,878	67,195
Senior Registered Nurse Level 4	67,490	1,878	69,368
Senior Registered Nurse Level 5	69,664	1,878	71,542
Senior Registered Nurse Level 6	74,012	1,878	75,890
Senior Registered Nurse Level 7	78,902	1,878	80,780
Senior Registered Nurse Level 8	83,792	1,878	85,670
Senior Registered Nurse Level 9	88,683	1,878	90,561
Senior Registered Nurse Level 10	93,573	1,878	95,451

[10.2.6 inserted by PR917741 ppc 01Apr02]

10.2.6 The rates specified in subclause 10.2.5 operate to the exclusion of any arbitrated safety net adjustments that would otherwise be applicable before 31 December 2003.

[10.2.7 inserted by PR942691; substituted by PR949224 ppc 13Jul04]

- 10.2.7** A Senior Registered Nurse employed by the Department of Justice will be paid the base rate specified in subclause 10.2.5 from 1 July 2003.
- 10.3** A school nurse will be paid $(48.5 \times \text{Weekly Rate})/52.16$ if they are not required to work during school holidays.
- 10.3.1** Progression through the increments for a Registered Nurse Level 1 will occur by annual increments, having regard to the acquisition and utilisation of skills and knowledge through experience in the practice setting(s) over such period.

10.3.2 Progression for all other classifications for which there is more than one wage point, will be by annual increments, subject to a satisfactory performance appraisal and having regard to the acquisition and utilisation of skills and knowledge through experience in the practice setting(s) over such period.

10.4 Where an employee is appointed to a position, previous relevant nursing experience at that level, or in a similar level under a differing career structure, will be taken into account for determining the appropriate increment level.

10.4.1 Experience will include the time spent in hospital based post-basic course, and includes midwifery and psychiatric training.

10.4.2 The onus of proof of previous experience will rest with the employee.

10.5 An employee returning to the profession after an absence greater than five years will commence at the first increment of level 1 for a period of 3 months. During this time the employee will be reviewed. Upon satisfactory review she/he will move to the level and increment as determined. An employee who fails to satisfy the panel of her/his competency to progress through the level 1 increments or into another level as the case may be, may apply for reassessment after a period of 12 months from the date of employment.

10.6 Allowances

[10.6.1 varied by PR932024 PR949224; PR960339 ppc 19Jul05]

10.6.1 A Director of Nursing of a hospital where no medical practitioner resides within 14.5 kilometres of the hospital - \$20.34 per week.

[10.6.2 varied by PR932024 PR949224; PR960339 ppc 19Jul05]

10.6.2 A hospital nurse in charge of a clinic for venereal diseases - \$12.94 per week.

10.6.3 Subject to paragraph 10.6.4 of this subclause, a registered nurse level 1 will be entitled to progress one increment on that person's first appointment following registration with the Western Australian Nurses' Registration Board, or at any one time during that person's employment history as a registered nurse level 1, on attainment of the following:

10.6.3.1 an UG1 degree in nursing; or

10.6.3.2 registration in another branch of nursing or on another nursing register maintained by the Western Australian Nurses' Registration Board, where the employee is working in a particular practice setting which requires the additional registration; or

10.6.3.3 successful completion of a post-registration course of at least 12 months duration, by an employee required to perform the duties of a position to which the course is directly relevant.

- 10.6.4** A Registered Nurse level 1 who has been advanced once in accordance with subparagraph shall not be entitled to further advancement under this clause.

[10.7 substituted by PR932024 PR949224; PR960339 ppc 19Jul05]

- 10.7** The rates of pay in this award include the arbitrated safety net adjustment payable under the *Safety Net Review—Wages June 2005* decision [PR002005]. This arbitrated safety net adjustment may 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 certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

10.8 Provisions not applicable to Senior Registered Nurses

[10.8 inserted by PR917741 ppc 01Apr02]

- 10.8.1** Where any provisions of this Award or the *Nurses' (WA Government Health Services) Agreement 2001* state that all or part of the clause or benefit contained therein, does not apply to registered nurses at Levels 4 and 5, any references to Level 4 and 5 positions are also references to Senior Registered Nurse Levels 5 - 10.
- 10.8.2** Any other reference in this Award or the *Nurses' (WA Government Health Services) Agreement 2001* to registered nurses Level 4 and 5 is also a reference to Senior Registered Nurses Levels 5 - 10.
- 10.8.3** Any reference in the Award or the *Nurses' (WA Government Health Services) Agreement 2001* to registered nurses at Level 3 is also a reference to Senior Registered Nurses Levels 1 - 4.

11. DISTRICT ALLOWANCE

- 11.1** For the purposes of this clause the boundaries of the various districts will be as described hereunder.

11.1.1 District Number 1

The area within a line commencing on the coast travelling east along 28 degree latitude to a point North of Tallering Peak; then due south of Tallering Peak; then south-east to Mt Gibson and Burracoppin; then to point south-east at the junction of 32 degree latitude and 119 degree longitude; then south along 119 degree longitude to coast, then along coast.

11.1.2 District Number 2

The area within a line commencing on the south coast at 119 degree longitude; then east along the coast to 123 degree longitude; then north along 123 degree longitude to a point on 30 degree latitude; then west along 30 degree latitude to the boundary of No 1 district.

11.1.3 District Number 3

The area within a line commencing on coast at 26 degree latitude; then along 26 degree latitude to 123 degree longitude; then south along 123 degree longitude to the boundary of No 2 district.

11.1.4 District Number 4

The area within a line commencing on the coastal 24 degree latitude; then east to the South Australian Border; then south to the coast; then along the coast to 123 degree longitude; then north to the intersection of 26 degree latitude, then west to the coast.

11.1.5 District Number 5

The area of the State situated between the 24 degree latitude and a line running east from Carnot Bay to the Northern Territory border.

11.1.6 District Number 6

The area of the State north of a line running east from Carnot Bay to the Northern Territory border.

11.2 An employee will receive a district allowance, in addition to reimbursement of any travelling, transfer or relieving expenses or camping allowance at the standard rate prescribed in column II below, unless the employee's headquarters is located in a place specified in column III then the employee will receive a district allowance at the rate prescribed in column IV

11.3 Only two thirds of the applicable district allowance is payable if the condition of employment included free board and lodging.

11.4 Part-time employees are entitled to receive district allowance on a pro-rata basis.

11.5 The applicable district allowance will be doubled for an employee who has a dependant.

11.6 An employee with a partial dependant will receive:

11.6.1 the applicable district allowance; and

11.6.2 the gap between the actual amount of any district allowance received by the partial dependant and his or her maximum entitlement.

11.7 Applicable weekly rate of district allowance:

~~{11.7 substituted by PR960339 ppe 19Jul05}~~

Column I	Column II	Column III	Column IV
District	Standard rate \$ per week	Exceptions to standard rate Town or place	Rate \$ per week
6	66.14	Nil	Nil
5	54.12	Fitzroy Crossing Halls Creek Turner River Camp Nullagine	72.88
		Liveringa (Camballin) Marble Bar Wittenoom	67.73

Column I	Column II	Column III	Column IV
		Karratha	63.72
		Port Hedland	59.29
4	27.26	Warburton Mission	73.25
		Carnarvon	25.67
3	17.18	Meekatharra Mount Magnet Wiluna Laverton Leonora Cue	27.26
2	12.33	Kalgoorlie Boulder	4.12
		Ravensthorpe Norseman Salmon Gums Marvel Loch Esperance	16.27

<u>1</u>	<u>Nil</u>	<u>Nil</u>	<u>Nil</u>
<u>Column I</u>	<u>Column II</u>	<u>Column III</u>	<u>Column IV</u>
<u>District</u>	<u>Standard rate \$ per week</u>	<u>Exceptions to standard rate Town or place</u>	<u>Rate \$ per week</u>
<u>6</u>	<u>68.42</u>	<u>Nil</u>	<u>Nil</u>
<u>5</u>	<u>55.98</u>	<u>Fitzroy Crossing Halls Creek Turner River Camp Nullagine</u>	<u>75.39</u>
		<u>Liveringa (Camballin) Marble Bar Wittenoom</u>	<u>70.06</u>
		<u>Karratha</u>	<u>65.90</u>
		<u>Port Hedland</u>	<u>61.32</u>
<u>4</u>	<u>28.20</u>	<u>Warburton Mission</u>	<u>75.76</u>
		<u>Carnarvon</u>	<u>26.55</u>

² Varied by PR968589, 16 February 2006 but not yet reflected in consolidated version pending publication of official version on the Australian Industrial Relations Commission website.

		<u>Liveringa</u> <u>(Camballin)</u> <u>Marble Bar</u> <u>Wittenoom</u>	<u>70.06</u>
		<u>Karratha</u>	<u>65.90</u>
		<u>Port Hedland</u>	<u>61.32</u>
<u>4</u>	<u>28.20</u>	<u>Warburton Mission</u>	<u>75.76</u>
		<u>Carnarvon</u>	<u>26.55</u>
<u>3</u>	<u>17.77</u>	<u>Meekatharra</u> <u>Mount Magnet</u> <u>Wiluna</u> <u>Laverton</u> <u>Leonora</u> <u>Cue</u>	<u>28.20</u>
<u>2</u>	<u>12.75</u>	<u>Kalgoorlie</u> <u>Boulder</u>	<u>4.26</u>
		<u>Ravensthorpe</u> <u>Norseman</u> <u>Salmon Gums</u> <u>Marvel Loch</u> <u>Esperance</u>	<u>16.83</u>
<u>1</u>	<u>Nil</u>	<u>Nil</u>	<u>Nil</u>

- 11.8** The employee will receive district allowance as normal for the duration of any approved annual leave.
- 11.9** For any other approved paid leave, district allowance is only payable if the employee, dependant or partial dependant remain in the district in which the employee's headquarters is situated.
- 11.10** District allowance will cease at the end of the second week when the employees are working outside their district, unless the employees' dependants or partial dependants remain in the district or as approved by the employer.
- 11.11** If an employee is required to travel or temporarily reside for any period in excess of one month in one or more districts, the employee will receive the applicable rate for the district that the employee spends the greatest length of time for this entire period.

11.12 Adjustments to the district allowances specified in this clause may be varied to reflect rates in the Public Service Award 1992 of the Western Australian Industrial Relations Commission.

12. RELIEVING OR SPECIAL DUTY ALLOWANCE

12.1 An employee who is required to take up duty away from their normal headquarters on relief duty or to perform special duty, and must reside temporarily away from their usual place of residence will be reimbursed in accordance with this clause.

12.2 Where the employee:

12.2.1 is supplied with accommodation and meals free of charge; or

12.2.2 is accommodated at a government institution, hostel, or similar establishment and supplied with meals,

Reimbursement will be in accordance with the rates prescribed in Column A, items 1 to 3 of Schedule 1 – Scale of Allowances.

12.3 Where the employee is fully responsible for his or her own accommodation, meals and incidental expenses and hotel or motel accommodation is utilised:

12.3.1 For the first 42 days after arrival at the new locality reimbursement will be in accordance with the rates prescribed in Column A, items 4 to 8 of Schedule 1 – Scale of Allowances.

12.3.2 For periods in excess of 42 days after arrival in the new locality reimbursement will be in accordance with the rates prescribed in Column B, items 4 to 8 of Schedule 1 – Scale of Allowances for married employees and Column C items 4 to 8 of Schedule 1 – Scale of Allowances for single employees.

Provided that the period of reimbursement under this subclause will not exceed 49 days without the approval of the employer.

12.4 Where the employee is fully responsible for her or his own accommodation, meals and incidental expenses, and other than hotel or motel accommodation is used, reimbursement will be in accordance with the rates prescribed in Column A, items 9, 10 or 11 of Schedule 1 – Scale of Allowances.

12.5 Reimbursement of expenses will not be suspended should an employee become ill whilst on relief duty, provided leave for the period of such illness is approved in accordance with this Award and the employee continues to incur accommodation meal and incidental expenses.

12.6 Where an employee who is required to relieve or perform special duties is authorised by the employer to travel to the new locality in the employees own motor vehicle, the employee will be reimbursed for the return journey as follows:

12.6.1 Where the employee will not be required to maintain a motor vehicle for the performance of the relieving or special duties reimbursement will be on the basis of one half of the appropriate rate prescribed by Clause 15 - Motor Vehicle Allowance. Provided that the maximum amount of reimbursement will not exceed the cost of the fare by public transport which otherwise would be used for the journey.

12.7 The rate applicable to an employee with dependants under subclause 12.3.2 of this clause will be paid to an employee without dependants if the employer is satisfied that the employee has to maintain a home and support dependents in a locality other than that to which they have been sent. The onus of proof rests with the employee in such a case.

12.8 Where it can be shown by the production of receipts or other evidence that an allowance payable under this clause would be insufficient to meet reasonable additional costs incurred, an appropriate rate of reimbursement may be determined by the employer.

12.9 The provisions of this clause will not operate concurrently with the provisions of Clause 14 - Travelling Allowance. Provided that where an employee is required to travel on official business which involves an overnight stay, away from their temporary place of employment, the employer may extend the periods in subclause 12.3 of this clause by the time spent in travelling.

12.10 An employee who is directed to relieve another employee or to perform special duties away from the employees usual place of employment and is not required to reside temporarily away from the employees usual place of residence will, if not in receipt of a higher duties or special allowance for such work, be reimbursed the amount of additional fares paid in travelling by public transport to and from the temporary place of duty.

13. WEEKEND ABSENCES

13.1 Subject to the provisions of 13.2 an employee who is temporarily absent from the normal place of work on relieving duty within Australia or travelling on official business within Australia outside a radius of 320 kilometres from the normal place of work will be granted one additional day's leave for every group of three consecutive weekends so absent. Each weekend will be counted as a member of only one group.

13.2 The leave described at 13.1 is payable only when the employee:

13.2.1 is necessarily absent from her/his residence and,

13.2.2 is actually separated from her/his family, and

13.2.3 is not directed to work on the weekend by the employer

13.3 The additional leave at 13.1 will be commenced within one month of completion of the period of relief duty or travelling unless the employer approves otherwise. Annual leave loading provided by this Award will not apply to any leave entitlement under this clause.

13.4 An employee who is temporarily absent from her/his normal place of work on relieving duty or travelling on official business outside a radius of 320 and up to 400 kilometres measured from the normal workplace may elect to have the benefit of concessions provided by subclause 13.5 of this clause in lieu of those provided at 13.1.

13.4.1 In the case of residents of the Perth metropolitan area, Kalgoorlie, Albany and Geraldton will be regarded as being within a radius of 400 kilometres from the normal workplace.

13.5 Subject to the provisions of 13.6, an employee who is temporarily absent from her/his normal place of work on relieving duty or travelling on official business within a radius of 320 kilometres measured from the place of work, and such relief duty or travel would normally necessitate the employee being absent from her/his residence for a weekend, will be allowed to return to her/his residence for the weekend.

13.6 The conditions in 13.5 will not apply where:

13.6.1 An employee is directed to work on a weekend by the employer;

13.6.2 Travelling to and from the employee's residence is undertaken within the normal hours of duty;

13.6.3 An employee's family accompanies her/him during the period of relief or travelling with the approval of the employer.

13.7 When an employee is authorised by the employer to use her/his own motor vehicle to travel to the locality where the relief duty is being performed or when travelling on official business:

13.7.1 She/he will be reimbursed on the basis of one half of the appropriate rate prescribed by clause 15 – Motor Vehicle Allowances for the journey to her/his residence for the weekend and the return to the place of relief duty.

- 13.7.2** The maximum amount of reimbursement will not exceed the cost of the rail or fare by public transport which otherwise would be used for such journey, and payment will be made only to the owner of the vehicle.
- 13.8** When an employee has been authorised by the employer to use a government motor vehicle in connection with the relief duty or travelling on official business, she/he will be allowed to use that vehicle for the purpose of returning to her/his residence for the weekend.
- 13.9** An employee who does not use her/his own motor vehicle or a government motor vehicle as provided by 13.7 and 13.8 will be reimbursed the cost of the fare by public transport by road or rail for the journey to and from her/his residence for the weekend.
- 13.10** An employee who does not return to her/his residence on the weekend will be paid travelling allowance or relieving allowance as the case may require in accordance with the provisions of Clause 12 – Relieving or Special Duty or 14 – Travelling Allowance.
- 13.11** An employee who returns to her/his residence for the weekend will not be entitled to the reimbursement of any expenses allowed by clause 12 – Relieving or Special Duty or 14 – Travelling Allowance from when the employee returns to her/his residence to the time of departing from her/his residence to travel to resume duty at the place away from her/his residence.
- 13.12** Whenever an employee is undertaking duty that involves working weekend rosters then the employee’s day off duty will be substituted for “**weekend absence**” for the purposes of 13.1 to 13.11 of this clause.

14. TRAVELLING ALLOWANCE

- 14.1** An employee who travels on official business will be reimbursed reasonable expenses in accordance with the provisions of this clause.
- 14.2** When a trip necessitates an overnight stay away from the employee’s headquarters and the employee:
- 14.2.1** is supplied with accommodation and meals free of charge; or
 - 14.2.2** attends a course, conference, etc., where the fee paid includes accommodation and meals; or
 - 14.2.3** is accommodated at a government institution, hostel or similar establishment and supplied with meals;
- reimbursement will be in accordance with the rates prescribed in column A, items 1, 2 or 3 of Schedule 1 – Scale of Allowances of this Award.

14.3 When a trip necessitates an overnight stay away from the employee's usual place of work and the employee is fully responsible for her/his own accommodation, meals and incidental expenses:

14.3.1 where hotel or motel accommodation is utilised reimbursement will be in accordance with the rates prescribed in column A, items 4 to 8 of Schedule 1 – Scale of Allowances;

14.3.2 where other than hotel or motel accommodation is utilised reimbursement will be in accordance with the rates prescribed in column A, items 9, 10 and 11 of Schedule 1 – Scale of Allowances.

14.4 To calculate reimbursement under subclauses 14.2 and 14.3 of this clause for part of a day, the following formulae will apply:

14.4.1 If departure from the usual place of work is:

14.4.1.1 before 8.00 a.m. - 100% of the daily rate.

14.4.1.2 8.00 a.m. or later but prior to 1.00 p.m. - 90% of the daily rate.

14.4.1.3 1.00 p.m. or later but prior to 6.00 p.m. - 75% of the daily rate

14.4.1.4 6.00 p.m. or later - 50% of the daily rate.

14.5 If arrival back at the usual place of work is:

14.5.1 8.00 a.m. or later but prior to 1.00 p.m. - 10% of the daily rate.

14.5.2 1.00 p.m. or later but prior to 6.00 p.m. - 25% of the daily rate.

14.5.3 6.00 p.m. or later but prior to 11.00 p.m. - 50% of the daily rate.

14.5.4 11.00 p.m. or later - 100% of the daily rate.

14.6 When an employee travels to a place outside a radius of 50 kilometres measured from the usual place of work and the trip does not involve an overnight stay away from the usual place of work, reimbursement for all meals claimed will be at the rate set out in column A, items 12 or 13 of Schedule 1 – Scale of Allowances subject to the employees' certification that each meal claimed was actually purchased.

Provided that when an employee departs from the usual place of work before 8.00 a.m. and does not arrive back at the usual place of work until after 11.00 p.m. on the same day the employee will be paid at the appropriate rate prescribed in column A, items 4 to 8 of Schedule 1 – Scale of Allowances.

- 14.7** When it can be shown to the satisfaction of the employer by the production of receipts that reimbursement in accordance with Schedule 1 – Scale of Allowances does not cover the employees reasonable expenses for a whole trip the employee will be reimbursed the excess expenditure.
- 14.8** In addition to the rates contained in Schedule 1 – Scale of Allowances an employee will be reimbursed reasonable incidental expenses such as train, bus and taxi fares, official telephone calls, laundry and dry cleaning expenses, on production of receipts.
- 14.9** 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 will be reimbursed the actual cost of such accommodation.
- 14.10** Reimbursement of expenses will 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.
- 14.11** Reimbursement claims for travelling in excess of fourteen days in one month will not be passed for payment by a certifying officer until the employer has endorsed the account.
- 14.12** An employee who is relieving at or temporarily transferred to any place within a radius of 50 kilometres measured from her/his headquarters will not be reimbursed the cost of midday meals purchased, but an employee travelling on duty within that area which requires her/his absence from the usual place of work over the usual midday meal period will be paid the rate prescribed by item 17 of Schedule 1 – Scale of Allowances for each meal necessarily purchased, provided that:
- 14.12.1** such travelling is not a normal feature in the performance of her/his duties; and
- 14.12.2** such travelling is not within the suburb in which the employee resides; and
- 14.12.3** the total reimbursement under this subclause for any one pay period will not exceed the amount prescribed by item 18 of Schedule 1 – Scale of Allowances.

15. MOTOR VEHICLE ALLOWANCE

- 15.1** 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 does not receive a commuted allowance, will be reimbursed in accordance with the appropriate rates set out in subclause 15.10 for journeys travelled on official business and approved by the employer.

- 15.2** Subject to 15.7 an employee will be reimbursed with the appropriate rates set out in subclause 15.10 of this clause 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.
- 15.3** Where an employee, in the course of a journey, travels through two or more separate areas, reimbursement will be at the appropriate rate applicable to each of the areas traversed as set out in subclause.
- 15.4** 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 will be paid to the employee, provided that where the employee has less than twelve months qualifying service in the year then the 4000 kilometre distance will be reduced on a pro rata basis and the allowance calculated accordingly.
- 15.5** An employee who relieves an employee and who is thereby required to supply a motor vehicle as a term of employment will receive the same benefits as the employee they are relieving in respect of the provisions of this clause.
- 15.6** 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 voluntarily consents to use the vehicle will, for journeys travelled on official business approved by the employer be reimbursed all expenses incurred in accordance with the appropriate rates set out in subclauses 15.11 and 15.12 of this clause.
- 15.7** For the purpose of subclause 15.6 an employee will not be entitled to reimbursement for any expenses incurred in respect to the distance between the employee's residence and the usual place of work and the return distance from the usual place of work to residence.
- 15.8** In the case where employees are required to tow the employer's caravans on official business, the additional rate will be three cents per kilometre. When an employer's trailer is towed on official business the additional rate will be two cents per kilometre.
- 15.9** The employer may authorise a commuted amount for reimbursement of costs for motor vehicles or any other conveyance belonging to an employee. The employer may increase the rates prescribed by this subclause in any case in which it is satisfied that they are inadequate.

15.10 Requirement to supply and maintain a motor car

[15.10 substituted by PR960339 ppc 19Jul05]

Area details	Rate (cents) per kilometre		
	Engine displacement (in cubic centimetres)		
	Over 2600cc	Over 1600cc to 2600cc	1600cc and under
Metropolitan area			
First 4000 kilometres	149.7	126.6	102.2
Over 4000 up to 8000 kms	61.7	52.7	44.0
Over 8000 up to 16000 kms	32.4	28.1	24.6
Over 16000 kms	34.0	28.8	24.7
South-west land division			
First 4000 kilometres	154.3	130.9	106.4
Over 4000 up to 8000 kms	64.0	54.8	46.0
Over 8000 up to 16000 kms	33.9	29.4	25.8
Over 16000 kms	35.2	29.7	25.5
North of 23.5° south latitude			
First 4000 kilometres	170.9	145.4	118.9
Over 4000 up to 8000 kms	70.3	60.2	50.7
Over 8000 up to 16000 kms	36.7	31.9	28.0
Over 16000 kilometres	36.3	30.6	26.3
Rest of State			
First 4000 kilometres	159.2	134.8	109.2
Over 4000 up to 8000 kms	66.0	56.4	47.2
Over 8000 up to 16000 kms	34.9	30.2	26.5
Over 16000 kilometres	35.7	30.1	25.9

15.11 Voluntary use of a motor car

[15.11 substituted by PR960339 ppc 19Jul05]

Area Details	Rate (cents) per kilometre		
	Engine Displacement (in cubic centimetres)		
	Over 2600cc	Over 1600cc to 2600cc	1600cc and under
Metropolitan Area	69.0	58.9	48.9
South West Land Division	71.5	61.1	51.0
North of 23.5° South Latitude	78.7	67.3	56.4
Rest of the State	73.7	62.9	52.4

15.12 Voluntary use of motor cycle

[15.12 substituted by PR960339 ppc 19Jul05]

Distance travelled during a year on official business	Rate (cents) per kilometre
Rate per kilometre	23.9

15.13 In this clause the following expressions will have the following meanings:

15.13.1 “A year” means twelve months commencing on the first day of July and ending on the thirtieth day of June next following.

15.13.2 “South-west land division” means the south-west land division as defined by section 28 of the Land Act, 1933-1971, Western Australia, excluding the area contained within the metropolitan area.

15.13.3 “Rest of the State” means that area south of 23.5 degrees south latitude, excluding the metropolitan area and the south-west land division.

15.13.4 “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 employer and such requirement is accepted by the employee either in writing or verbally.

15.14 The allowances in this clause will be varied in accordance with any movement in the allowances in the Public Service Award 1992 of the Western Australian Industrial Relations Commission as varied.

16. TRANSFER / REMOVAL ALLOWANCE

16.1 The provisions of this subclause will apply to an employee who terminates her/his employment with one employer bound by this Award and commences with another employer bound by this Award if that employee complies with the provisions of subclauses 16.2.1 and 16.2.2.

- 16.1.1** Except as provided in 16.1.3 of this subclause an employee with or without dependants will be paid by the new employer at the rates prescribed in column A, items 4, 5 or 6 of Schedule 1 – Scale of Allowances for a period of fourteen days after arrival at the employees new locality. Provided that if an employee is required to travel on official business during the fourteen day period, such period will be extended by the time spent in travelling. Under no circumstances, however, will the provisions of this subclause operate concurrently with those of Clause 13 - Travelling Allowance to permit an employee to be paid allowances in respect of both travelling and transfer expenses for the same period.
- 16.1.2** If an employee with dependants is unable to obtain reasonable accommodation for the transfer of her/his home within the prescribed period referred to in paragraph 16.1.1 and the new employer is satisfied that all possible steps to secure accommodation have been taken, then the employee will be paid in accordance with the rates prescribed in column B, items 4, 5, 6, 7 or 8 of Schedule 1 – Scale of Allowances as the case may require until such time as the employee has secured reasonable accommodation. Provided that the period of reimbursement under this subclause will not exceed 77 days without the approval of the new employer. An employee without dependants will not be paid allowances under this subclause.
- 16.1.3** When it can be shown by the production of receipts or other evidence that an allowance payable under this clause would be insufficient to meet reasonable additional costs incurred by the employee on transfer, an appropriate rate of reimbursement will be determined by the new employer.
- 16.1.4** An employee who occupies hospital accommodation will not be entitled to reimbursement under subclauses 16.2 and 16.3. Provided that where entry into hospital accommodation is delayed through circumstances beyond the employee's control an employee may, subject to the production of receipts, be reimbursed actual reasonable accommodation and meal expenses for the employee and dependants, if applicable, less a deduction for normal living expenses prescribed in column A, items 14 and 15 of Schedule 1 – Schedule of Allowances and provided that if any costs are incurred under 16.1.6 , they will be reimbursed.
- 16.1.5** Where an employee transfers her/his employment in accordance with the other provisions of this subclause and incurs expenses referred to in 16.1.6 as a result of that transfer, then the employee will be granted a disturbance allowance and will be reimbursed by the new employer the actual expenditure incurred upon production of receipts or such other evidence as may be required.

16.1.6 The disturbance allowance will include:

16.1.6.1 cost incurred for telephone installation at the employees new residence provided that the cost of telephone installation will be reimbursed only where a telephone was installed at the employee's former residence including departmental accommodation and provided further, that reimbursement will not apply to an employee's private residence wherein a telephone was not installed prior to the employee's first transfer in accordance with this provision;

16.1.6.2 costs incurred with the connection or Reconnection of services to the employee's household including departmental accommodation for water, gas or electricity.

16.2 Subject to the provisions of subclause 16.12, subclauses 16.2 to 16.11 (both inclusive) of this clause will apply to an employee with dependants who terminates her/his employment with one employer bound by this Award and commences with another employer bound by this Award provided that the employee complies with the following:

16.2.1 the classification of the new position is higher than the classification of the employee's former position or the classification of the new position is the same or lower than the classification of the employee's former position and the employee is transferred by the employer; and

16.2.2 the employee commences with the new employer within one working week of the expiration of any period for which payment in lieu of annual leave or holidays has been made by the employer from whom the employee resigned, or, if no such payment has been made, within one working week of the day on which the resignation became effective.

16.2.3 The employee will be reimbursed by the new employer:

16.2.3.1 The actual reasonable cost of conveyance of the employee and spouse and children under sixteen years of age or other children wholly dependant upon him/her.

16.2.3.2 The actual cost (including insurance) of the conveyance of her/his household furniture effects and appliances up to a maximum volume of 35 cubic metres, provided that a larger volume may be approved by the employer in special cases.

[16.2.3.3 varied by PR960339 ppc 19Jul05]

16.2.3.3 An allowance of \$519.00 for accelerated depreciation and extra wear and tear on furniture, effects and appliances provided that the employer is satisfied that the value of the household furniture effects and appliances moved by the employee is at least \$3,106.00.

- 16.3** An employee who terminates solely for her/his own convenience or is terminated on account of misconduct must bear the whole cost of her/his removal unless otherwise determined.
- 16.4** An employee will be reimbursed the full freight charges necessarily incurred in the removal of her/his motor vehicle. If authorised by the new employer to travel to a new locality in her/his own motor vehicle reimbursement will be as follows:
- 16.4.1** Where the employee will not be required by the new employer to maintain a motor vehicle for use on official business, reimbursement for the distance necessarily travelled will be on the basis of one half of the appropriate rate prescribed by clause 14 – Travelling Allowance.
- 16.5** Where practicable, furniture, effects and appliances will be removed by State owned transport. Where it is impracticable to use State owned transport the employee will, before removal is undertaken, obtain quotes from at least two carriers which will be submitted to the new employer who may authorise the acceptance of the more suitable. Provided that the payment for a volume amount beyond 35 cubic metres is not to occur without the written approval of the new employer having first been obtained.
- 16.6** The new employer may, in lieu of conveyance, authorise payment of an amount not exceeding the maximum prescribed by subparagraph 16.2.3.2 of this clause to compensate for loss in any case where an employee with prior approval of the employer, disposes of her/his furniture, effects and appliances instead of removing them to the new locality. Provided that such payment will not exceed the sum which would have been paid if such furniture, effects and appliances had been removed by the cheapest available method of transport available and the volume was 35 cubic metres.
- 16.7** Where an employee occupies departmental accommodation where furniture is provided and as a consequence is obliged to store her/his own furniture, the employee will be reimbursed the actual cost of such storage up to a maximum allowance of \$931.00 per annum. An allowance under this subclause will not be paid for a period in excess of one year without the approval of the new employer.
- Provided that nothing in this subclause will preclude the employer from reimbursing an employee the actual cost of storage where it exceeds the prescribed maximum allowance, if the employer considers that cost has been necessarily and reasonably incurred in the circumstances of a particular case.
- 16.8** An employee without dependants may claim reasonable expenses including a reasonable sum for accidental depreciation and extra wear and tear under 16.2.3.3.

16.9 Newly appointed employees will be entitled to receive the benefits of this provision if they are required by the employer to participate in any training course prior to being posted to their respective positions. This entitlement will only be available to employees who have completed the training and who incur costs when moving to the first posting.

16.10 Receipts must be produced for all sums claimed.

16.11 With the exception of employees identified in 16.12 and 16.13 employees will be entitled to the same conditions relating to property allowance as applies to hospital salaried officers.

16.12 The application of this clause will, as far as the Perth Dental Hospital is concerned, be made as if the various clinics of the hospital are separate employers and shall include those employees who have been transferred from one clinic to another.

16.13 This clause will not apply to employees engaged by the Royal Perth Hospital, Sir Charles Gairdner Hospital, Fremantle Hospital, Princess Margaret Hospital for Children and King Edward Memorial Hospital.

16.14 This clause will not apply to employees who resign from one employer in the metropolitan area and commence with another employer in the metropolitan area.

17. UNIFORM AND LAUNDRY ALLOWANCE

[17 varied by PR932024 PR949224; PR960339 ppc 19Jul05]

17.1 Where the employer does not provide a uniform free of charge to the employee, the employer will reimburse the employee an allowance of \$5.54 per week provided the employee conforms to the uniform set by the employer.

17.2 Where the employer requires that a uniform is worn, and where the uniforms are not laundered by the hospital, employees will be reimbursed an allowance of \$1.79 per week.

18. DISTANT APPOINTMENTS ALLOWANCE

18.1 The provisions of this clause will apply when an employee is engaged for service at a location within Western Australia that is more than 40 kilometres from that employee's place of residence at the time of appointment. For employees engaged outside of the State the place of residence will be deemed to be Perth.

18.2 The employment of the employee will be deemed to have commenced at the time the employee leaves the place of residence.

The employer will pay the fares, travelling expenses, and an amount agreed between the employer and the employee prior to engagement for the cost of transporting the employee's personal effects from the place of residence to the place of employment. The employer will determine the method of public transport to be utilised by the employee in moving from the place of appointment to the place of employment.

- 18.3** An employee who is required to supply a vehicle as a condition of employment and elects to drive the vehicle to the work location will be paid an allowance equal to the rate prescribed in subclause 15.11 provided that such an allowance will not exceed the cost of transport by public conveyance to the location.
- 18.4** An employee who is not required to supply a vehicle as a condition of employment and elects to drive her/his vehicle to the work location will be paid an allowance equal to half that prescribed in subclause 15.11 provided that such an allowance will not exceed the cost of transport by public conveyance to the work location.
- 18.5** An employee who is required to supply a vehicle as a condition of employment and elects to drive the vehicle to the work location shall be paid an allowance equal to the rate prescribed in clause 15.10. Where the employee does not elect to drive the vehicle the employer shall pay the full freight costs of transporting the vehicle to the work location.
- 18.6** If the employee resigns, other than for a reason which in the opinion of the employer is a good and sufficient reason or is dismissed for misconduct before the completion of three months service the employee will refund to the employer the cost of the fare prescribed in subclause 18.2.
- 18.7** Where an employee's employment ceases after three months service or any lesser period for which the employee was appointed, or when the employee has been employed continuously at more than one health care unit without returning to the place of residence for more than three months the employee is entitled to return expenses calculated in accordance with paragraph 18.2.

19. PAYMENT OF WAGES

- 19.1** Payment will be made fortnightly provided that by agreement between the employer and the employee wages may be paid once per calendar month.
- 19.2** An employee who performs shift or weekend work irregularly will, where practicable be paid shift and weekend penalties during the pay period in which the work was performed.
- 19.3** The employer will pay wages into the employee's account with a bank or other financial institution registered in Western Australia through an electronic transfer fund or by cheque where agreed between the employer and employee.
- 19.4** On termination of employment the employer will pay to the employee all monies payable before the employee leaves the place of employment.
- 19.5** Where an employee terminates employment without the required notice the employer will pay monies due no later than the end of the next pay period.

20. HIGHER DUTIES

- 20.1** An employee may be required to relieve in a position that is classified at the same level as that which the employee regularly works, provided that the employee must perform those duties for a minimum of five consecutive days.
- 20.2** An employee required to relieve in a position that carries a higher minimum rate of wage for more than two hours in any one shift, will be paid the higher rate of wage for the whole shift.
- 20.3** Provided that an employee who temporarily performs the duties of a position classified at levels 3, 4 and 5 will be required to perform the duties of the higher classified position for a minimum of five consecutive days before a higher duties allowance is payable. Where the position classified at level 3, 4 or 5 is not available as a full-time position an employee will be required to perform the duties of that position over five consecutive days in which that position is available before an allowance is payable under this clause.
- 20.4** A relief employee who performs some, but not all, of the duties of the higher classified position; will be paid an allowance which reflects that portion of the duties performed. The employer will advise the employee of the portion before the employee commences duties in the higher classified position.
- 20.5** An employee will not be paid higher duties when acting in another position whilst the permanent employee is on a single accrued day off as prescribed by Clause 21 - Hours.

21. HOURS

- 21.1** The ordinary hours of work will be an average of 38 per week. The actual hours worked shall be 40 per week or 80 per fortnight with:
- 21.1.1** two hours of each week's work accruing as an entitlement to a maximum of twelve accrued days off in each twelve month period in the case of hospital nurses; or
- 21.1.2** with 0.4 of an hour per day accruing as an entitlement to take the twentieth day in each cycle as an accrued day off in conjunction with other days off for nurses working in either a hospital or community setting; or
- 21.1.3** by any other arrangement as agreed between the employer and the employee.
- 21.2** Accrued days off for hospital nurses in subclause 21.1.1 will be taken as a minimum period of one week made up of five consecutive accrued days off in conjunction with a period of annual leave, or at a time mutually acceptable to the employer and the employee.

- 21.2.1** Provided that where the employer and employee mutually agree accrued days off may be taken in a period of less than five consecutive days, provided that any period will be a full day or a multiple thereof; and
- 21.2.2** The employer may roster the employee off duty for up to seven single accrued days off for each twelve monthly period.
- 21.3** Despite anything to the contrary in this clause nurses employed in clinics or departments which function during the normal hours of duty on Monday, Tuesday, Wednesday, Thursday, Friday and Saturday may be granted at the option of the employer, hours of duty together with public holidays, long service leave and annual leave as are generally applicable to the clerical staff employed within the hospitals. The employer may nominate other nursing positions, which will attract similar conditions of employment. The daily hours of duty will include a break of not more than one hour for lunch which will not be included as part of the normal working week of 37.5 hours.
- 21.4** An employee who regularly performs shift or weekend work will be paid for accrued days off when those days are taken as leave, at a rate equivalent to the average daily earnings, including shift and weekend penalties of the month prior to the accrued days off being taken.
- 21.5** An employer and an employee may by agreement substitute the accrued day(s) off the employee is to take for another day(s) in which case the accrued day(s) off will become an ordinary working day.
- 21.6** Subject to the provisions of this clause the ordinary hours to be worked in any one day will be a maximum of eight. No broken shifts will be worked. A maximum of ten-hour night shifts may be worked without incurring overtime penalties by agreement between the employee and the employer.
- 21.7** An employee changing to or from night and day duty will be free from duty during the twenty hours immediately preceding the commencement of the changed duty.
- 21.8** An employee changing from evening duty to day duty will not be required to commence until a period of 9.5 hours has elapsed since ceasing evening duty.
- 21.9** An employee other than one engaged to work part-time will not be required to work a combination of shifts exceeding all night, day or evening shifts or both day and evening shifts in either the first or second week of the roster.
- 21.10** Each employee will be free from duty for not less than two full days in each week or four full days in each fortnight. Where practicable, days off will be consecutive and will not be preceded by a night shift unless the employee is rostered to work an evening or night shift immediately following rostered days off.

- 21.11** No employee will where practicable be required to work more than seven consecutive duties unless she/he requests and the employer approves such a request, before being granted days off duty. No employee will be rostered to work more than ten duties over a fortnightly period. In the case of employees working ten-hour night shifts a maximum of five consecutive shifts may be worked unless the employee requests and the employer approves such a request. No employee will be required to work more than eight ten hour night shifts in any one fortnightly period.
- 21.12** Nothing within this clause will prevent the employer with the support of the employees at the health care site reaching agreement to vary the methods by which the hours and rosters may be worked, in accordance with the provisions of Clause 30 - Enterprise Flexibility Provision of this Award.
- 21.13** A fourteen-day roster will be displayed at least seven days prior to the commencing date of the first working period in the roster. A roster may be altered at any time to enable the nursing service of the hospital to be carried on where another employee is absent from duty on account of illness, or if the hospital emergencies render any alternative necessary, provided that where such alteration involves an employee working on her/his rostered day off, other than an accrued day off, the employee will be paid for such time in accordance with Clause 23 - Overtime.
- 21.14** Prior to the date of the changed shift, where practicable the employer will notify the employee concerned.
- 21.15** The employee's roster of working hours will be exhibited and will be readily available to employees and/or their nominated representative.
- 21.16** A roster for accrued days off will be posted at least four weeks before the time it comes into operation. A roster for accrued days off may allow an employee to take accrued days off before they become due, provided that accrued days off may be cleared as mutually agreed between the employer and the employee.
- 21.17** Notwithstanding the foregoing provisions in this clause a nurse engaged in X ray or radium work will be allowed such additional paid time off duty as (in the opinion of the medical officer in charge of such work) is necessary to maintain or restore them to normal health following and due to the performance of such work.
- 21.18** Despite anything to the contrary in this Award, Registered General Nurses employed at the Perth Dental Hospital will work the same arrangement of hours as Registered Dental Nurses employed at that hospital.
- 21.19** A nurse employed in any area where the parties to this Award agree that it is not practical to apply the provisions of this clause in relation to days off duty will be allowed after every three months of employment for the first nine months of each year, ten days leave and the equivalent of an air fare to Perth.

21.20 There will be no fixed hours of duty for all nurses employed at Levels 4 and 5.

21.21 Nurses employed in a community setting in the following categories will work ordinary hours as stipulated.

21.21.1 The ordinary hours of duty for a school nurse will be 38 per week, with the ordinary hours worked each day to be no more than seven hours 36 minutes between Monday to Friday inclusive. Any meal or tea break during which the school nurse is required to be available to work or working will be counted as time worked and included as part of the seven hours 36 minutes day.

21.21.2 The ordinary hours of work for a remote area nurse will be an average of 38 per week with the hours actually worked being 40 per week to be worked between 8.00am and 6.00pm Monday to Friday inclusive.

The ordinary hours will be worked with two hours of each week's work accruing as an entitlement to a maximum of twelve accrued days off in each twelve month period. The accrued days off will be taken as a minimum period of five consecutive days off in conjunction with annual leave or at a time mutually acceptable to the employer and employee.

21.21.3 The ordinary hours of duty for a nurse in a community setting, other than those with hours of duty prescribed in subclauses 21.21.1, 21.21.2, and 21.21.4 will be an average of 38 per week with the hours actually worked being 40 per week to be between 8.00 a.m. and 6.00 p.m., Monday to Friday inclusive.

The ordinary hours will be worked within a twenty day, four week cycle with 0.4 of an hour for each day worked accruing as an entitlement to take the twentieth day in each cycle as an accrued day off.

21.21.4 The ordinary hours of duty of an occupational health nurse will be an average of 38 per week which will be worked on the same basis as the 38 hour week worked by the majority of employees at the work site where the occupational health nurse is located, or by other arrangement as agreed between the nurse and the employer.

21.21.5 Where climatic conditions or the hours of duty of any particular enterprise are such that it is desirable to work outside the spread of hours set out in subclause 20.1, an employee and the employer may agree to such variations of the spread of hours as is considered appropriate in which case overtime will only be computed on the time worked in excess of the ordinary daily hours.

21.22 The provisions of this clause do not apply to casual employees.

22. MEAL AND REFRESHMENT BREAKS

- 22.1** Meal breaks will be a minimum of 30 minutes and will not be counted as time worked, provided that where an employee is held on call within the hospital, the period on call will be counted in the ordinary working hours for that day.
- 22.2** A hospital nurse will not be compelled to work more than five hours without a break for a meal.
- 22.3** A hospital nurse who commences work at or before 7.00 a.m. may be required to work for six hours before having a meal break.
- 22.4** A hospital nurse on a ten-hour shift may work five and one half-hours without a meal break.
- 22.5** A hospital nurse who is directly participating in a continuous surgical procedure that is unable to be interrupted may be required to work for six hours from commencement of the shift before having a meal break.
- 22.6** Where a hospital nurse is required to work during meal time resulting in postponement of the meal break for more than half an hour, she/he will be paid at overtime rates until she/he gets her/his meal. The provisions of this subclause will not apply to an employee who is held on call within the hospital during the meal break.
- 22.7** Hospital nurses who work less than five hours per day will not be entitled to a meal break.
- 22.8** A refreshment break of seven minutes will be provided by the employer, in the first and second half of each shift. The refreshment break will be taken when convenient to the employer but not within one hour of commencing or finishing work. The refreshment break will be without deduction of pay.

23. OVERTIME

- 23.1** Except as provided by this clause, all time worked in excess of the ordinary working hours prescribed in Clause 21 - Hours, or Clause 9.2 Part Time Employment will be paid for as follows:
- 23.1.1** For all authorised overtime worked by a full-time registered nurse other than registered nurse level 4 and 5 in excess of their rostered ordinary hours of work outside the ordinary hours of her/his shift Monday to Saturday inclusive, payment will be made at the rate of time and a half for the first three hours and double time thereafter.

- 23.1.2** For all authorised overtime worked on a Sunday by a full-time registered nurse other than registered nurse level 4 and 5 payment will be made at the rate of double time.
- 23.1.3** For all authorised overtime worked on a public holiday by a full-time registered nurse other than registered nurse level 4 and 5 payment will be made at the rate of double time and a half.
- 23.1.4** For all authorised time worked by a part-time employee in excess of rostered hours the employee shall:
- 23.1.4.1** Receive credit for those hours in the accumulation of other pro rata entitlements and be paid at the rate of ordinary time for all hours worked less than 38 hours per week; or
 - 23.1.4.2** Be paid at ordinary time and receive an allowance equal to that provided to casual employees under this award for such hours worked less than 38 per week.
- 23.1.5** For all authorised time worked by a part-time registered nurse in excess of 38 hours per week the provision of subclauses 23.1.1, 23.1.2 and 23.1.3 will apply.

23.2 Ten Hour Breaks

- 23.2.1** When overtime is worked employees will have wherever reasonably practicable at least ten consecutive hours off duty between the work of successive days.
- 23.2.2** Provided that an employee who works so much overtime between the termination of her/his ordinary work on one day and the commencement of her/his ordinary work on the next day that she/he has not had at least ten consecutive hours off duty between those times will be released after completion of such overtime until she/he has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absences.
- 23.2.3** Provided that where an employee whose next rostered shift is day duty is required to either:
- 23.2.3.1** immediately after an evening shift, work overtime extending beyond midnight; or
 - 23.2.3.2** return to work on overtime prior to commencing day shift and the overtime ceases before the commencement of that day shift that employee shall, subject to paragraph 23.2.4 of this subclause, be released from the requirement to be present for day duty without loss of ordinary wages until a period of eight consecutive hours has elapsed since the completion of the overtime.

23.2.4 If, on the instruction of the employer, such employee resumes or continues work without having had such ten or eight consecutive hours off duty, the employee will be paid at double rates until released from duty for such period and she/he will then be entitled to be absent until she/he has had such ten or eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

23.2.5 The provisions of paragraph 23.2.2 will apply in the case of shift employees who rotate from one shift to another, as if eight hours were substituted for ten hours, when overtime is worked:

23.2.5.1 for the purpose of changing shift rosters; or

23.2.5.2 where a shift employee does not report for duty; or

23.2.5.3 where a shift is worked by arrangement between the employees themselves.

23.3 Meal Breaks

23.3.1 The employer will ensure that an employee working overtime for an hour or more will be provided with any of the usual meals or refreshment breaks occurring during such overtime.

[23.3.2 varied by PR932024 PR949224; PR960339 ppc 19Jul05]

23.3.2 When an employee has not been notified the previous day or earlier that she/he is required to work overtime, the employer will ensure that employees working such overtime for an hour or more will be provided with any of the usual meals occurring during such overtime or be paid \$6.45 for each meal.

23.3.3 If an employee having received prior notification of a requirement to work overtime is no longer required, then the employee will be entitled to reimbursement for a meal previously purchased at the rate prescribed in subclause 22.3.2.

23.4 Where it is mutually agreed by the employee and the employer, time off in lieu of payment for overtime may be allowed proportionate to the payment to which the employee is entitled. Such time off will be taken at a mutually convenient date.

23.5 Recall

23.5.1 An employee who is recalled to work for any purpose will be paid a minimum of three hours at the appropriate overtime rate provided that the employee will not be required to work for three hours if the work for which the employee was recalled to perform is completed in less time.

23.5.2 Where an employee is recalled to work for any purpose within three hours of commencing normal duty, the employee will be paid at the appropriate overtime rate for that period up to and until the commencement time of normal duty, but the employee will not be obliged to work for the full period if the work for which the employee was recalled is completed in less time.

23.5.3 Where an employee is recalled to duty in accordance with subclauses 23.5.1 and 23.5.2, then the payment of the appropriate overtime rate will commence from:

23.5.3.1 in the case of an employee who is on call, from the time the employee starts work;

23.5.3.2 in the case of an employee who is not on call, time spent travelling to and from the place of duty where the employee is actually recalled to perform emergency duty will be included with actual duty performed for the purpose of overtime payment.

Provided that where an employee is recalled within three hours of commencing normal duty, only time spent in travelling to work will be included with actual duty for the purpose of overtime payment.

23.5.4 If an employee is recalled to work the employee will:

23.5.4.1 except as provided in subclause 23.5.4.2 be provided free of charge with transport from home to the hospital and return or, be paid the vehicle allowance provided in Clause 15 - Motor Vehicle Allowance;

23.5.4.2 if recalled to work within three hours of commencing normal duty and the employee remains at work, the employee will be provided free of charge with transport from home to the hospital or, be paid the vehicle allowance provided in Clause 15 - Motor Vehicle Allowance, for the journey from the employee's home to the hospital.

23.6 On Call Availability

23.6.1 An employee placed on-call is required to remain at her/his private residence or any other mutually agreed place as will enable the employer to readily contact her/him during the hours for which she/he has been placed on-call. This should not prevent the provision by employers of electronic or other devices by which the employee can be contacted as an alternative to being stationed at an agreed place. The employer will provide the device at no charge.

[23.6.2 varied by PR932024 PR949224; PR960339 ppc 19Jul05]

23.6.2 An employee, other than a registered nurse at level 4 or 5, who is rostered to be on-call at such a place as prescribed in 23.6.1 between rostered shifts of ordinary hours:

- 23.6.2.1** from Monday to Friday will receive an allowance of \$15.85;
- 23.6.2.2** on a Saturday will receive an allowance of \$23.77;
- 23.6.2.3** on a Sunday, public holiday or any other day on which the employee is not rostered on duty will receive an allowance of \$27.74;

provided that only one allowance will be payable in any period of 24 hours.

- 23.6.3** Subject to subclause 23.5, should an employee rostered to be on call be recalled to duty, she/he is entitled to receive normal overtime provisions in accordance with the provisions of subclause 23.1.
- 23.6.4** An employee rostered to be on-call or part thereof spanning two days over which two different on-call allowances apply, will receive a payment which is equal to the allowance payable for the day attracting the higher allowance.
- 23.6.5** If the usual means of contact between the employer and the employee on-call is a telephone and if the employee pays or contributes towards the payment of the rental of such telephone the employer will 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.
- 23.6.6** No employee will be required to remain on-call whilst on leave or the day before commencing leave, or whilst on accrued days off, or the day before commencing accrued days off, unless by mutual agreement between the employee and the employer.
- 23.6.7** There will be no fixed hours for all nurses employed at Levels 4 and 5 of this Award.

24. SHIFT WORK

- 24.1** The loading on the ordinary rates of pay for an employee (other than a Registered Nurse at Levels 4 and 5) who works a complete rostered afternoon shift commencing not earlier than 12 noon and finishing after 6.00pm on week days will be 12.5%.
- 24.2** The provisions of subclause 24.1 do not apply to an employee who on any weekday commences his or her ordinary hours of work after 12 noon and completes those hours at or before 6.00pm on that day.
- 24.3** The loading on the ordinary rates of pay for an employee (other than a Registered Nurse at Levels 4 and 5) who works a complete rostered night shift between the hours of 6.00pm and 7.30am on a weekday will be 15%.

24.4 An employee (other than a Registered Nurse at Levels 4 and 5) rostered to work ordinary hours between midnight Friday and midnight on the following Saturday will be paid a loading of 50% on actual hours worked during this period.

24.5 An employee, (other than a Registered Nurse at Level 4 or 5) rostered to work ordinary hours between midnight Saturday and midnight on the following Sunday will be paid a loading of 75% on actual hours worked during this period.

The rates prescribed in subclauses 24.4 and 24.5 will be in substitution for and not cumulative on the rates prescribed in subclauses 24.1, 24.2 and 24.3.

24.6 Where an employee's rostered hours of duty in any day are extended by an early start or a late finish the shift work or weekend rates as the case may be will be paid for such additional time worked in addition to any overtime payable according to Clause 23 - Overtime.

24.7 Where an employee who is regularly rostered to work day duty Monday to Friday is required to work on a Sunday she/he will be paid at the rate of double time for all time so worked.

24.8 This clause will not apply to nurses employed in a community setting.

25. ANNUAL LEAVE AND PUBLIC HOLIDAYS

25.1 Employees will be allowed four weeks annual leave at ordinary rates of pay on completion of each twelve months continuous service.

25.1.1 Subject to 25.1.2 and 25.1.3, any employee, (including a full-time or part-time employee) who is required to work ordinary hours of duty in accordance with a roster where the employee is rostered for duty over seven days of the week, and is required to work and works regularly on every day of the week, including public holidays and Sundays, will be allowed 4 weeks annual leave and additional annual leave of one week.

25.1.2 Subject to 25.1.3, where an employee is rostered to perform duty on less than seven Sundays during the period in respect of which the employees annual leave accrues he/she is not entitled to additional leave under 25.1.1.

25.1.3 In any qualifying year, an employee who performs duty on more than seven Sundays will be granted additional leave at the rate of one day for each seven Sundays so worked, to a maximum of one week, paid at the ordinary rate, provided that if an employee works at least 31 Sundays, the employee will be entitled to receive the provisions pursuant to 25.1.1.

25.1.4 The employee will be paid for any period of annual leave prescribed in this clause at the ordinary rate of wage the employee has received for the greatest proportion of the calendar month prior to her/his taking the leave, and, in the case of rostered employees, that rate of wage will include the shift and weekend penalties the employee would have received had the employee not proceeded on annual leave.

- 25.1.5** Where it is not possible to calculate the shift and weekend penalties the employee would have received, the employee will be paid at the rate of the average of such payments made each week over the four weeks prior to taking the leave.
- 25.1.6** Provided that no employee when proceeding on annual leave be paid less than the sum of 117.5% of 4 weeks of the ordinary rate of pay (excluding shift loadings).
- 25.1.7** The amount in excess of the ordinary rate of pay resulting from the calculating in 25.1.4 will not exceed 125% of the amount recorded by the Australian Bureau of Statistics as the average weekly earning for an employee in Western Australia during the September quarter immediately preceding the date on which annual leave referred to herein accrued.
- 25.2** An employee may, with the approval of the employer, be allowed to take the annual leave prescribed by this clause before the completion of twelve months continuous service as prescribed by 25.1.
- 25.3** Subject as hereinafter provided:
- 25.3.1** If after one months continuous employment an employee lawfully terminates her/his employment or her/his employment is terminated by the employer through no fault of the employee, the employee will be paid 2.92 hours pay in respect of each completed week of continuous service for which annual leave has not already been taken.
- In the case of a shift worker within the meaning of 25.1.1, she/he will be paid such additional days leave as have accrued under 25.1 at the date of termination in respect of each completed week of continuous service for which annual leave has not already been taken.
- Employees north of 26 degrees south latitude will be paid 3.65 hours pay in respect of each completed week of continuous service for which annual leave has not already been taken and shift workers within the meaning of 25.1.1 will be paid such additional days leave as have accrued under 25.1 in respect of each completed week of continuous service for which annual leave has not already been taken.
- In the case of any nurse transferring from one employer to another employer respondent to this award, the annual leave entitlement will be transferred unless the employee requests the annual leave to be paid out in full.

- 25.3.2** In addition to any payment to which she/he may be entitled under this subclause an employee whose employment terminates after she/he has completed a twelve monthly qualifying period and who has not been allowed the leave prescribed under this award in respect of that qualifying period will be given payment in lieu of that leave unless she/he has been justifiably dismissed for misconduct and the misconduct for which she/he has been dismissed occurred prior to the completion of that qualifying period.
- 25.3.3** The annual leave prescribed in this clause may by agreement between the employer and the employee be taken in two portions if so required by the employee provided that no portion will be less than two consecutive weeks.
- 25.3.4** By agreement between the employer and the employee the annual leave may be further split on one additional occasion, provided that no portion will be less than one week.
- 25.3.5** When an employee requests that the annual leave be split into portions the employer will make every reasonable endeavour to accommodate the wishes of the employee.
- 25.4** Any time in respect of which an employee is absent from work, except paid sick leave or unpaid sick leave up to three months, and the first six months of any absence on workers compensation, will not count for the purpose of determining annual leave entitlements.
- 25.5** The leave of a nurse will not accumulate except with the consent of a nurse and in no case will it accumulate for more than two years.
- 25.6** If any employee is requested by the employer to leave her/his room completely vacant during the period of absence on leave and fails to do so, the employer may make the deduction for accommodation.
- 25.7** When an employee proceeds on the first four weeks of the annual leave prescribed by 25.1 there will be no accrual towards an accrued day off as prescribed in 21.1.1 and 21.1.2. Accrual towards an accrued day off will continue during any other period of annual leave prescribed by this clause.
- 25.8** Employees employed in areas north of the 26th parallel of south Latitude are entitled to one weeks additional annual leave.
- 25.9** Rural and remote area employees are entitled to receive the same travelling time and fare concessions as State Government salaried officers.
- 25.10** Employees subject to this Award and who are employed in the Perth Dental Hospital will receive the same annual leave entitlements as are applied to Dental Nurses employed by that hospital, notwithstanding the provisions of this clause.

25.11 A nurse who during a qualifying period towards an entitlement of annual leave was employed continuously on both a full time and part-time basis, or a part-time basis only, may elect to take a lesser period of annual leave calculated by converting the part-time service to equivalent full-time service.

25.12 The provisions of this clause do not apply to casual employees.

25.13 For this purpose of this clause, the term ‘**ordinary rates of pay**’ means pay in respect of the employees’ prescribed hours of duty excluding shift and weekend penalties.

25.14 The following days or the days observed in lieu thereof will be allowed as public holidays with pay: New Year’s Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign’s Birthday, Christmas Day and Boxing Day.

Where any of the days mentioned in this clause fall on a Saturday or Sunday, the holiday will be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday, the holiday will be observed on the succeeding Tuesday. In each case the substituted day will be a holiday without deduction of pay and the day for which it is substituted will not be a holiday.

25.15 In respect of a public holiday on which an employee other than a Registered Nurse Level 4 or 5 and part time employees as defined in 9.2 is rostered for duty which is not in excess of the prescribed ordinary hours of duty, an employee will, by agreement between employer and employee be entitled to one of the following:

25.15.1 ordinary rates of pay and public holiday penalty rate calculated at 150% of the ordinary rate of pay for the actual hours or part thereof worked on the holiday; or

25.15.2 ordinary rates of pay and public holiday penalty rate calculated at 50% of the ordinary rates of pay for actual hours or part thereof worked and in addition to observe a day nominated by the employee [as a single day or multiples thereof or as a day(s) added to annual leave] within the operational needs of the Health Care Site.

25.15.3 Where a public holiday falls on a day on which a full time employee other than a Registered Nurse Level 4 or 5 is rostered off duty the employee will be entitled to an additional day’s pay at ordinary rates.

25.15.3.1 When a public holiday falls on a day on which a part-time employee is rostered off duty the employee will be entitled to an additional days pay at ordinary rates. Payment for such a day will be on a proportionate basis according to the ratio that the employee’s hours, bear to full time hours, during the roster/accrual period during which the public holiday falls.

25.15.3.2 During a roster/accrual period, time actually worked on a public holiday will be paid in accordance with 23.1.3. Provided that part-time continuous shift nurses are entitled to be paid for 10 public holidays per annum on a proportionate basis according to the ratio between full time hours of work and that employee's contract hours in the pay period during which the public holiday falls.

25.15.4 Provided that, by agreement between employer and employee, the employee will be permitted to observe that public holiday, paid at the ordinary rate, on a day nominated by the employee (as a single day or multiples thereof or as a day(s) added to annual leave) within the operational needs of the Health Care Site.

25.15.5 Provided that the provisions of this clause do not apply to employees regularly working day shift Monday to Friday who do not work on public holidays.

25.15.6 In respect of a public holiday on which an employee is rostered off duty and is in receipt of ordinary rate of pay in accordance with the implementation of the 38 hour week, the employee will be entitled to a day's leave in lieu of the public holiday, paid at the ordinary rate and taken immediately before or after the public holiday or as soon as practicable thereafter.

25.16 In the event that a nurse nominates payment or a day(s) for a substitute holiday as defined in subclauses 25.15.3 and 25.15.4:

- (a) Consent by the employer will not be withheld unreasonably;
- (b) If for operational reasons this is considered inappropriate by the employer the provisions of Clause 31 – Dispute Resolution Procedure will be applied.

25.17 The employee will be entitled to a day's leave in lieu of a public holiday, paid at the ordinary rate, in respect of a public holiday which occurs during the employee's approved annual leave.

25.18 For the purpose of this clause, the term 'ordinary rates of pay' means pay in respect of the employees prescribed hours of duty excluding shift and weekend penalties.

26. PERSONAL LEAVE

26.1 Entitlement to Personal Leave

26.1.1 An employee, other than a casual is entitled to paid personal leave:-

- (a) for personal illness or injury (sick leave);

- (b) ~~³to care for an ill or injured member of the employee's family (carer's leave) or to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency (carers leave); or~~
- (c) because of bereavement on the death of an immediate family or household member (bereavement leave).

26.2 Immediate Family or Household

26.2.1 The entitlement to use personal leave for the purpose of carer or bereavement leave is subject to the person being either;

- (a) a member of the employees immediate family or
- (b) a member of the employees household.

26.2.2 The term 'immediate family' includes:

- (a) **spouse** (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A **de facto spouse** means a person who lives with the employee as his or her husband or wife on a bona fide domestic basis; and
- (b) child or an adult child (including an adopted child, a step-child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

26.3 Sick leave

Sick leave is leave to which an employee other than a casual is entitled without loss of pay because of his or her personal illness or injury.

26.3.1 Accrual

- (a) Sick leave accrues pro rata on a weekly basis.
- (b) In any year unused sick leave accrues at the rate of 76/80 hours for full time employees, less the total amount of sick leave and carer's leave taken during the year.
- (c) A part time employee will accrue paid sick leave based on the proportion of the number of hours worked each week bear to 38/40 hours per week.

³ Varied by PR967244, 23 January 2006 but not yet reflected in consolidated version pending publication of official version on the Australian Industrial Relations Commission website.

26.3.2 Entitlement

- (a) An employee is entitled to use accumulated sick leave until it has been exhausted.
- (b) Payment for sick leave will be at the rate the employee would have received had the employee not proceeded on sick leave, and the accrued entitlement to sick leave will be reduced by the number of ordinary hours the employee is rostered to work on the day the employee is absent on sick leave.
- (c) An employee will not be entitled to paid sick leave if the illness or injury occurs during a period of accrued time off, unless the illness is for a period of seven consecutive days or more.
- (d) An employee while on paid sick leave will continue to accrue an entitlement to an accrued day(s) off.
- (e) No paid leave will be granted if the illness or injury has been caused by the employee's own misconduct.
- (f) For the purposes of this clause service will be deemed to be continuous so that an employee's accrued entitlement to sick leave will not be diminished due to resigning from any employer party to this award and commencing with another employer party to this Award provided that the time between ceasing and resuming employment does not exceed the period of any annual leave owing plus one week

26.3.3 Employee must give notice

An employee will advise the employer as soon as reasonably practicable of the inability to attend work, the nature of the illness or injury and the estimated duration of the absence. Other than in extraordinary circumstances, such advice will be given to the employer within 24 hours of the commencement of the absence.

26.3.4 Evidence supporting claim

An employee will not be entitled to the benefit of this clause unless the employee produces proof to the satisfaction of the employer of the sickness, provided that the employer will not be entitled to a medical certificate for absences of less than three consecutive working days unless the total of such absences exceeds five days in any one accruing year.

26.3.5 Employee may claim to convert annual leave to sick leave

An employee who suffers personal ill health or injury whilst on annual leave may be paid sick leave in lieu of annual leave subject to:

- (a) providing a medical certificate stating the illness or injury necessitated confinement to home or hospital for seven consecutive days or more;
- (b) the portion of annual leave coinciding with the paid sick leave is to be taken at a time agreed by the employer and employee or will be added to the next period of annual leave; or if termination occurs before then, be paid for in accordance with the annual leave provisions of this Award.
- (c) payment for replaced annual leave will be at the rate of wage applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in Clause 25 – Annual Leave will be deemed to have been paid with respect to the replaced annual leave.

26.3.6 The effect of worker’s compensation

This clause will not apply where the employee is entitled to compensation under the *Workers' Compensation and Rehabilitation Act 1981*.

26.4 Bereavement Leave

26.4.1 An employee other than a casual shall on the death of a member of the employee’s immediate family or household, within Australia, be entitled to up to two days bereavement leave.

26.4.2 The employer may require the employee to provide satisfactory evidence of the death of the member of the employee’s immediate family or household.

26.4.3 Payment in respect of bereavement leave is to be made only where the employee otherwise would have been on duty and will not be granted in any case where the employee concerned would have been off duty in accordance with her or his roster, or on long service leave, annual leave, sick leave, workers compensation, leave without pay or on a public holiday.

26.4.4 An employee will not be entitled to claim payment for bereavement leave when the employee is absent on an accrued day off.

26.4.5 An employee whilst on bereavement leave will continue to accrue an entitlement to an accrued day off.

26.4.6 An employee may take unpaid bereavement leave by agreement with the employer.

26.5 Carer’s Leave

26.5.1 An employee other than a casual is entitled to use any accrued sick leave entitlement each year as carer’s leave. Except by agreement with the employer, the employee is not entitled to take carer’s leave where another person has taken leave to care for the same person.

⁴ Varied by PR967244, 23 January 2006 but not yet reflected in consolidated version pending publication of official version on the Australian Industrial Relations Commission website.

26.5.2 Before taking carer's leave, an employee must, wherever practicable, give the employer notice prior to the absence of the intention to take carer's leave.

26.5.3 The notice must include:

26.5.3.1 The name of the person requiring care and support and her or his relationship to the employee;

26.5.3.2 The reasons for taking the leave; and

26.5.3.3 The estimated length of absence.

26.5.4 If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone at the first opportunity on the day of the absence.

⁵26.5.5 ~~An employee may take unpaid carer's leave by agreement with the employer. Where employees have exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) per occasion, provided the requirements of 26.5.3 and 26.5.6 are met.~~

26.5.6 The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

⁶26.5.7 ~~When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employees must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.~~

⁷26.6 Casual Employment

26.6.1 Caring responsibilities

26.6.1(a) Subject to the evidentiary and notice requirements in 26.4.2, 26.5.3, 26.5.6 and 26.5.7, casual employees are entitled to not be available to attend work, or to leave work:

- if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or

⁵ Varied by PR967244, 23 January 2006 but not yet reflected in consolidated version pending publication of official version on the Australian Industrial Relations Commission website

⁶ Varied by PR967244, 23 January 2006 but not yet reflected in consolidated version pending publication of official version on the Australian Industrial Relations Commission website

⁷ Varied by PR967244, 23 January 2006 but not yet reflected in consolidated version pending publication of official version on the Australian Industrial Relations Commission website

- upon the death in Australia of an immediate family or household member.

26.6.1(b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

26.6.1 (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

27. PARENTAL LEAVE

The provisions of this clause apply to full-time, part-time and eligible casual employees but do not apply to other casual employees.

27.1 Eligible Casual Employees

An eligible casual employee means a casual employee

- (a) employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

For the purposes of this clause continuous service is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

An employer must not fail to re-engage a casual employee because:

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

27.2 Definitions

27.2.1 For the purpose of this clause **child** means a child of the employee under the age of one year except for adoption of a child where **child** means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

27.2.2 Subject to clause 27.3.1, **spouse** includes a de facto or former spouse.

27.2.3 In relation to clause 27.5, spouse includes a de facto spouse but does not include a former spouse.

27.3 Basic entitlement

27.3.1 After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

27.3.2 Parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

27.3.2.1 for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;

27.3.2.2 for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

27.4 Maternity leave

27.4.1 An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

27.4.1.1 of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least 10 weeks;

27.4.1.2 of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least 4 weeks.

- 27.4.2** When the employee gives notice under 27.4.1 the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- 27.4.3** An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- 27.4.4** Subject to clause 27.2.1 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- 27.4.5** Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- 27.4.6 Special maternity leave**
- 27.4.6.1** Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- 27.4.6.2** Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave
- 27.4.6.3** Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.
- 27.4.7** Where leave is granted under clause 27.4.4, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

27.5 Paternity leave

- 27.5.1** An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave, with:

- 27.5.1.1** a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
- 27.5.1.2** written notification of the dates on which he proposes to start and finish the period of paternity leave; and
- 27.5.1.3** a statutory declaration stating:
 - 27.5.1.3.1** he will take that period of paternity leave to become the primary care-giver of a child;
 - 27.5.1.3.2** particulars of any period of maternity leave sought or taken by his spouse; and
 - 27.5.1.3.3** that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.
- 27.5.1.4** The employee will not be in breach of 27.5.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

27.6 Adoption leave

- 27.6.1** The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- 27.6.2** Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
 - 27.6.2.1** the employee is seeking adoption leave to become the primary care-giver of the child;
 - 27.6.2.2** particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - 27.6.2.3** that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
 - 27.6.2.4** An employer may require an employee to provide confirmation from the authority of the placement.

- 27.6.3** Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- 27.6.4** An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- 27.6.5** An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

27.7 Variation of period of parental leave

Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.

27.8 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks.

27.9 Transfer to a safe job

- 27.9.1** Where an employee is pregnant and, 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 will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- 27.9.2** If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

27.10 Returning to work after a period of parental leave

- 27.10.1** An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- 27.10.2** An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 27.9, the employee will be entitled to return to the position they held immediately before such transfer.
- 27.10.3** Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

27.11 Replacement employees

- 27.11.1** A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- 27.11.2** Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

⁸27.12 Right to request

27.12.1 An employee entitled to parental leave pursuant to the provisions of clause 27 may request the employer to allow the employee:

27.12.1(a) to extend the period of simultaneous unpaid parental leave provided for in clause 27.3.2 up to a maximum of eight weeks;

27.12.1(b) to extend the period of unpaid parental leave provided for in clause 27.3.1 by a further continuous period of leave not exceeding 12 months;

27.12.1(c) to return from a period of parental leave on a part-time basis until the child reaches school age,

to assist the employee in reconciling work and parental responsibilities.

27.12.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

⁸ Varied by PR967244, 23 January 2006 but not yet reflected in consolidated version pending publication of official version on the Australian Industrial Relations Commission website

27.13⁹ Communication during parental leave

27.13.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

23.13.1(a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

23.13.1(b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

27.13.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

27.13.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 23.13.1.

28. LONG SERVICE LEAVE

28.1 The provisions of the General Order of the Western Australian Industrial Relations Commission as it relates to Western Australian Government Wages Employees (as amended) will apply to employees covered by this Award with the exception that long service for the second and subsequent period of service shall accrue at the rate of 13 weeks long service leave for seven years of continuous service.

28.2 When an employee proceeds on long service leave there will be no accrual towards an accrued day(s) off.

29. REMOTE AREA NURSES

29.1 This clause applies to all remote area nurses employed by health care sites which are geographically isolated from public health amenities.

29.2 For the purposes of this clause the following health care sites are considered to be located in remote areas:

Group A: Abrolhos Island
 Balgo Hills (Wirrimanu)
 Billiluna
 Coonanna
 Doduan
 Gibb River Station
 Imintji
 Kalumbaru

⁹ Varied by PR970336, 27 February 2006 but not yet reflected in consolidated version pending publication of official version on the Australian Industrial Relations Commission website

Kunawarritji (Well 33)
Lombadina
Looma
Marble Bar
Mount Barnett (Kupungarri)
Mount Elizabeth
Mulan
Nookenhah (Yungngora)
Nullagine
One Arm Point (Bardi)
Oombulgurri
Parnngurr (Cotton Creek)
Punmu
Strelley Station
Tjuntjunjarra
Wangkatjunka
Warmun
Warralong
Yandeyarra

Group B: Bremer Bay
Cervantes
Lake Varley

This list of remote areas may be varied by agreement of the parties by adding in additional health care sites or deleting existing ones.

29.3 Availability Allowance

- 29.3.1** The provisions contained in subclauses 23.2.2, 23.2.4 and 23.6 of this Award will not apply to remote area nurses.
- 29.3.2** When required to be on-call the remote area nurse will remain within the health care site or provide notice of the nurse's whereabouts or contact telephone number displayed at the health care site and/or left on the answering machine.
- 29.3.3** A remote area nurse who is on-call will receive an Availability Allowance of \$1.08 per hour for all hours outside ordinary and overtime hours actually worked.
- 29.3.4** Where there is more than one nurse at any one location, the remuneration for availability will be shared equally. The allowance may be extended to other nurses at the site, if it is felt that more than one nurse is required to be available at any one time.

- 29.3.5** Remote area nurses employed at the Group B locations specified in 29.2 will be paid an availability allowance of 3% upon their regular rate of wage each week as compensation for the requirement to be available for duty at any time. This applies in lieu of the allowance in 29.3.3.
- 29.4** Remote area nurses will be paid an annual allowance in lieu of the overtime provisions of Clause 23 - Overtime. Such an allowance will be calculated on the basis of twenty five percent (25%) of the nurse's base salary.
- 29.5** Where the remote area nurse is not employed in a remote area full-time the allowance referred to in 29.4 will be paid on a pro rata basis.
- 29.6** Isolation leave is designed to compensate the remote area nurse for long periods of being continuously on call and will be used as recreation leave only. A remote area nurse will not be required to use Isolation Leave for staff development purposes.
- 29.7** Nurses who work in localities falling within Group A in 29.2 will be entitled to one week's isolation leave after the completion of each twelve weeks in a remote area. Provided that the fourth such week in any year will be taken in conjunction with a period of annual leave.
- 29.8** Nurses employed in localities falling within Group B in 29.2 will be entitled to one week's isolation leave after the completion of each 24 weeks in a Group B locality. Provided that the second such week in any year will be taken in conjunction with a period of annual leave.
- 29.9** A remote area nurse who commences employment at any other remote area locality within a period of one week will be entitled to transfer the isolation leave accrued under 29.7 to the new locality, provided that a further period of one week's travel between engagements will be allowed.
- 29.10** For each period of leave, the remote area nurse will be provided with travel into and out of the remote area to the nearest airport serviced by scheduled passenger service.
- 29.11** Travel and relief arrangements will allow for a minimum handover period of one hour.
- 29.12** Remote area nurses will receive two weeks in service training of which at least one week will be in a major centre with access to Staff Development Nurses and/or other staff development resources.

30. ENTERPRISE FLEXIBILITY

Where an employer and/or employees wish to pursue an agreement at the enterprise or workplace about how the award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs the following process will apply:

- 30.1 A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace will be established.
- 30.2 For the purpose of the consultative process the employees may nominate the Federation or other employee representative to represent them.
- 30.3 Where agreement is reached an application will be made to the Commission.

31. DISPUTE RESOLUTION PROCEDURE

In the event of a dispute arising in the workplace the procedure to resolve the matter will be as follows:

- 31.1 The employee and their supervisor will meet and confer on the matter; and
- 31.2 If the matter is not resolved at such a meeting, the parties shall arrange for further discussions between the employee and his or her nominated representative, if any, and more senior levels of management.
- 31.3 If the matter is still not resolved a discussion shall be held between representatives of the employer and the Federation or other employee representative.
- 31.4 If the matter is still not resolved it may be referred to the Commission.
- 31.5 While the parties attempt to resolve the matter work will continue as normal unless an employee has a reasonable concern about an imminent risk to his or her health or safety.
- 31.6 To assist in the resolution of disputes, an employee who is required to attend industrial proceedings may be granted leave of absence without loss of pay to attend AIRC proceedings. The granting of leave will be subject to the operating requirements of the employer.
- 31.7 The employer may grant paid leave during ordinary working hours to an employee representative to attend a short course conducted by a recognised training provider which is specifically directed towards effective dispute resolution. The granting of leave will be subject to the operating requirements of the employer.
- 31.8 The specific training course will be agreed between the employer and the individual employee.

32. POSTING OF AWARD

The employer will provide a notice board of a reasonable size for the posting of a copy of this Award and notices, in a place where every employee concerned may conveniently and readily see it.

SCHEDULE 1 Scale of Allowances

¹⁰Schedule 1 substituted by PR970334

Travelling, relieving or special duty, transfers and/or removals

<u>Item particulars</u>	<u>Daily rate</u>	<u>Daily rate</u>	<u>Daily rate</u>
		<u>Officers with dependents relieving allowance for period in excess of 42 days</u>	<u>Officers without dependents relieving allowance for period in excess of 42 days</u>
		<u>12.3.2</u>	<u>12.3.2</u>
		<u>Transfer allowance for period in excess of 42 days</u>	
		<u>16.1.2</u>	
	<u>\$</u>	<u>\$</u>	<u>\$</u>
<u>Allowance to meet incidental expenses</u>			
<u>1. WA - South of 26° South Latitude</u>	<u>11.75</u>		
<u>2. WA - North of 26° South Latitude</u>	<u>15.40</u>		
<u>3. Interstate</u>	<u>15.40</u>		
<u>Accommodation involving an overnight stay in a hotel or motel</u>			
<u>4. WA – Metropolitan Hotel or Motel</u>	<u>210.05</u>	<u>105.00</u>	<u>70.00</u>
<u>5. Locality South of 26° South Latitude</u>	<u>168.60</u>	<u>84.30</u>	<u>56.20</u>
<u>6. Locality North of 26° South Latitude</u>			
<u>Broome</u>	<u>284.40</u>	<u>142.20</u>	<u>94.80</u>
<u>Carnarvon</u>	<u>222.30</u>	<u>111.15</u>	<u>74.10</u>
<u>Dampier</u>	<u>209.15</u>	<u>104.55</u>	<u>69.70</u>
<u>Derby</u>	<u>188.40</u>	<u>94.20</u>	<u>62.80</u>
<u>Exmouth</u>	<u>215.90</u>	<u>107.95</u>	<u>71.95</u>
<u>Fitzroy Crossing</u>	<u>314.90</u>	<u>157.45</u>	<u>104.95</u>
<u>Gascoyne Junction</u>	<u>128.90</u>	<u>64.45</u>	<u>42.95</u>
<u>Halls Creek</u>	<u>265.40</u>	<u>132.70</u>	<u>88.45</u>
<u>Karratha</u>	<u>364.65</u>	<u>182.30</u>	<u>121.55</u>
<u>Kununurra</u>	<u>266.80</u>	<u>133.40</u>	<u>88.95</u>
<u>Marble Bar</u>	<u>179.40</u>	<u>89.70</u>	<u>59.80</u>

¹⁰ Varied by PR970334, 27 February 2006 but not yet reflected in consolidated version pending publication of official version on the Australian Industrial Relations Commission website

<u>Item particulars</u>	<u>Daily rate</u>	<u>Daily rate</u>	<u>Daily rate</u>
		<u>Officers with dependents relieving allowance for period in excess of 42 days</u>	<u>Officers without dependents relieving allowance for period in excess of 42 days</u>
		<u>12.3.2</u>	<u>12.3.2</u>
		<u>Transfer allowance for period in excess of 42 days</u>	
		<u>16.1.2</u>	
	<u>\$</u>	<u>\$</u>	<u>\$</u>
<u>Newman</u>	<u>254.65</u>	<u>127.35</u>	<u>84.90</u>
<u>Nullagine</u>	<u>189.75</u>	<u>94.90</u>	<u>63.25</u>
<u>Onslow</u>	<u>207.20</u>	<u>103.60</u>	<u>69.05</u>
<u>Pannawonica</u>	<u>177.15</u>	<u>88.60</u>	<u>59.05</u>
<u>Paraburdoo</u>	<u>238.40</u>	<u>119.20</u>	<u>79.45</u>
<u>Port Hedland</u>	<u>239.70</u>	<u>119.85</u>	<u>79.90</u>
<u>Roebourne</u>	<u>132.90</u>	<u>66.45</u>	<u>44.30</u>
<u>Sandfire</u>	<u>160.40</u>	<u>80.20</u>	<u>53.45</u>
<u>Shark Bay</u>	<u>175.90</u>	<u>87.95</u>	<u>58.65</u>
<u>Tom Price</u>	<u>219.40</u>	<u>109.70</u>	<u>73.15</u>
<u>Turkey Creek</u>	<u>175.90</u>	<u>87.95</u>	<u>58.65</u>
<u>Wickham</u>	<u>323.90</u>	<u>161.95</u>	<u>107.95</u>
<u>Wyndham</u>	<u>158.90</u>	<u>79.45</u>	<u>52.95</u>
<u>7. Interstate - Capital City:</u>			
<u>Sydney</u>	<u>255.65</u>	<u>127.85</u>	<u>85.20</u>
<u>Melbourne</u>	<u>245.65</u>	<u>122.85</u>	<u>81.90</u>
<u>Other Capitals</u>	<u>213.15</u>	<u>106.60</u>	<u>71.00</u>
<u>8. Interstate – Other than Capital City</u>	<u>168.60</u>	<u>84.30</u>	<u>56.20</u>
<u>Accommodation involving an overnight stay at other than a hotel or motel</u>			
<u>9. WA - South of 26° South Latitude</u>	<u>79.40</u>		
<u>10. WA - North of 26° South Latitude</u>	<u>97.70</u>		
<u>11. Interstate</u>	<u>97.70</u>		

Travel not involving an overnight stay, or travel involving an overnight stay where accommodation only is provided.

	<u>Item particulars</u>	<u>Daily rate</u>
		\$
12.	<u>WA - South of 26° South Latitude:</u>	
	<u>Breakfast</u>	<u>14.15</u>
	<u>Lunch</u>	<u>14.15</u>
	<u>Dinner</u>	<u>39.40</u>
13.	<u>WA - North of 26° South Latitude:</u>	
	<u>Breakfast</u>	<u>15.75</u>
	<u>Lunch</u>	<u>27.70</u>
	<u>Dinner</u>	<u>38.90</u>
14.	<u>Interstate:</u>	
	<u>Breakfast</u>	<u>15.75</u>
	<u>Lunch</u>	<u>27.70</u>
	<u>Dinner</u>	<u>38.90</u>
	<u>Deduction for normal living expenses</u>	
15.	<u>Each Adult</u>	<u>22.75</u>
16.	<u>Each Child</u>	<u>3.90</u>
	<u>Midday meal</u>	
17.	<u>Rate per meal</u>	<u>5.50</u>
18.	<u>Maximum reimbursement per pay period</u>	<u>27.50</u>

[Sched 1 substituted by PR960339 ppe 19Jul05]

Travelling, relieving or special duty, transfers and/or removals

<u>Item particulars</u>	<u>Daily rate</u>	<u>Daily rate</u>	<u>Daily rate</u>
		<u>Officers with</u>	<u>Officers without</u>

		dependents relieving allowance for period in excess of 42 days	dependents relieving allowance for period in excess of 42 days
		12.3.2	12.3.2
		Transfer allowance for period in excess of 42 days	
		16.1.2	
	\$	\$	\$
Allowance to meet incidental expenses			
1.	WA—South of 26° South Latitude	11.35	
2.	WA—North of 26° South Latitude	14.60	
3.	Interstate	14.60	
Accommodation involving an overnight stay in a hotel or motel			
4.	WA—Metropolitan Hotel or Motel	181.20	90.60
5.	Locality South of 26° South Latitude	163.00	81.50
6.	Locality North of 26° South Latitude		
	Broome	253.80	126.90
	Carnarvon	208.70	104.35
	Dampier	203.00	101.50
	Derby	176.35	88.20
	Exmouth	215.10	107.55
	Fitzroy Crossing	303.10	151.55
	Gascoyne Junction	128.10	64.05
	Halls Creek	243.60	121.80
	Karratha	320.35	160.20
	Kununurra	253.30	126.65
	Marble Bar	178.60	89.30

Item-particulars	Daily rate	Daily rate	Daily rate
		Officers with dependents relieving allowance for period in excess of 42 days	Officers without dependents relieving allowance for period in excess of 42 days
		12.3.2 Transfer allowance for period in excess of 42 days 16.1.2	12.3.2
	\$	\$	\$
Newman	247.95	123.95	82.65
Nullagine	154.00	77.00	51.35
Onslow	202.05	101.05	67.35
Pannawonica	175.45	87.70	58.50
Paraburdoo	241.60	120.80	80.55
Port Hedland	220.10	110.05	73.35
Roebourne	131.20	65.60	43.75
Sandfire	159.60	79.80	53.20
Shark Bay	175.10	87.55	58.35
Tom Price	211.60	105.80	70.55
Turkey Creek	165.60	82.80	55.20
Wickham	301.60	150.80	100.55
Wyndham	158.10	79.05	52.70
7. Interstate—Capital City:			
Sydney	240.00	120.00	80.00
Melbourne	240.35	120.20	80.10
Other Capitals	203.15	101.60	67.65
8. Interstate—Other than Capital City	163.00	81.50	54.35
Accommodation involving an overnight stay at other than a hotel or motel			
9. WA—South of 26° South Latitude	75.75		
10. WA—North of 26° South Latitude	92.05		
11. Interstate	92.05		

<u>Item particulars</u>	<u>Daily rate</u>
	\$
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	13.65
Lunch	13.65
Dinner	37.15
13. WA—North of 26° South Latitude:	
Breakfast	15.35
Lunch	26.60
Dinner	35.50
14. Interstate:	
Breakfast	15.35
Lunch	26.60
Dinner	35.50
Deduction for normal living expenses	
15. Each Adult	21.95
16. Each Child	3.75
Midday meal	
17. Rate per meal	5.30
18. Maximum reimbursement per pay period	26.50

The rates prescribed in this clause shall be varied in accordance with any movement in the Public Service Award 1992 in the West Australian Industrial Relations Commission.

SCHEDULE 2

Hon Minister for Health
Dumas House
Havelock Street
WEST PERTH WA 6005

Commissioner for Health
189 Royal Street
EAST PERTH WA 6004

Hon Minister for Community Development
Dumas House
Havelock Street
WEST PERTH WA 6005

Attorney General for Western Australia
Dumas House
Havelock Street
WEST PERTH WA 6005

The Board of Management
Albany Health Service
PO Box 252
ALBANY WA 6330

Alcohol and Drug Authority
7 Field Street
MOUNT LAWLEY WA 6050

The Board of Management
Ashburton Health Service
PO Box 56
TOM PRICE WA 6751

Augusta Health Board
Donovan Street
AUGUSTA WA 6290

The Board of Management
Avon Health Service
PO Box 312
NORTHAM WA 6401

Beverley District Hospital Board
PO Box 142
BEVERLEY WA 6304

Boddington District Hospital Board
Hotham Road
BODDINGTON WA 6390

The Board of Management
Boyup Brook Health Service
PO Box 147
BOYUP BROOK WA 6244

Bridgetown District Hospital Board
PO Box 136
BRIDGETOWN WA 6255

The Board of Management
Brookton Health Service
PO Box 58
BROOKTON WA 6306

Bruce Rock Memorial Hospital Board
Dunstall Street
BRUCE ROCK WA 6418

The Board of Management
Bunbury Health Service
PO Box 301
BUNBURY WA 6230

Busselton Health Board
Locked Bag 3
BUSSELTON WA 6280

The Board of Management
Collie Health Service
Deakin Street
COLLIE WA 6225

Corrigin District Hospital Board
Kirwood Street
CORRIGIN WA 6375

Cunderdin District Hospital Board
Cubbine Road
CUNDERDIN WA 6407

Dalwallinu District Hospital Board
PO Box 115
DALWALLINU WA 6609

The Board of Management
Denmark District Hospital
PO Box 95
DENMARK WA 6333

Disability Services Commission
146-160 Colin Street
WEST PERTH WA 6005

The Board of Management
Dongara Health Service
PO Box 175
GERALDTON WA 6531

The Board of Management
Donnybrook/Balingup Health Service
Bentley Street
DONNYBROOK WA 6239

Dumbleyung District Memorial Hospital Board
PO Box 138
DUMBLEYUNG WA 6350

The Board of Management
Dundas Health Service
PO Box 155
NORSEMAN WA 6443

The Board of Management
East Pilbara Health Service
PO Box 63
PORT HEDLAND WA 6721

The Board of Management
Esperance Health Service
PO Box 339
ESPERANCE WA 6450

The Board of Management
Gascoyne Health Service
PO Box 417
CARNARVON WA 6701

The Board of Management
Geraldton Health Service
PO Box 22
GERALDTON WA 6530

Gnowangerup District Hospital Board
Yougenup Road
GNOWANGERUP WA 6335

The Board of Management
Goomalling Health Service
PO Box 107
GOOMALLING WA 6640

Harvey District Hospital Board
45 Hayward Street
HARVEY WA 6220

Jerramungup Hospital Board
PO Box 53
JERRAMUNGUP WA 6337

The Board of Management
Kalgoorlie-Boulder Health Service
PMB 7
KALGOORLIE WA 6430

The Board of Management
Katanning Health Service
Clive Street
KATANNING WA 6317

Kellerberrin Memorial Hospital Board
51-63 Gregory Street
KELLERBERRIN WA 6410

The Board of Management
Kimberley Health Service
PMB 930
Derby WA 6728

Kojonup District Hospital Board
Spring Street
KOJONUP WA 6395

Kondinin District Hospital Board
PO Box 2
KONDININ WA 6367

Kukerin Nursing Post Board
PO Box 19
KUKERIN WA 6325

The Board of Management
Kununoppin and Districts Health Service
Leake Street
KUNUNOPPIN WA 6489

The Board of Management
Lake Grace and Districts Health Service
PO Box 189
LAKE GRACE WA 6353

The Board of Management
Laverton and Leonora Health Service
PO Box 21
LAVERTON WA 6440

Margaret River Health Board
Farrelly Street
MARGARET RIVER WA 6285

The Board of Management
Merredin Health Service
PO Box 241
MERREDIN WA 6415

Metropolitan Health Service Board
Ground Floor
1 Havelock Street
West Perth WA 6005

Moora District Hospital Board
PO Box 154
MOORA WA 6510

The Board of Management
Morawa and Districts Health Service
PO Box 229
MORAWA WA 6623

The Board of Management
Mount Henry Health Service
Locked Bag 3
COMO WA 6153

The Board of Management
Mukinbudin Health Service
Cnr Ferguson & Maddock Street
MUKINBUDIN WA 6479

Mullewa Health Services Board of Management
PO Box 167
MULLEWA WA 6630

The Board of Management
Murchison Health Service
PO Box 82
MEEKATHARA WA 6642

Nannup Health Service
Carey Street
NANNUP WA 6275

Narembeen Health Services Board
Ada Street
NAREMBEEN WA 6369

Narrogin Regional Hospital Board
PO Box 336
NARROGIN WA 6312

The Board of Management
Nickol Bay Hospital
PO Box 519
KARRATHA WA 6714

(Note: This hospital is part of West Pilbara -
still a separate entity)

Northampton / Kalbarri Health Service Board
PO Box 400
NORTHAMPTON WA 6535

Northcliffe District Hospital Board
Wheatley Coast Road
NORTHCLIFFE WA 6262

North Midlands District Hospital Board
PO Box 138
THREE SPRINGS WA 6519

Peel Health Services Board
McKay Street
PINJARRA WA 6208

Pemberton District Hospital Board
Hospital Avenue
PEMBERTON WA 6260

Pingelly District Hospital Board
PO Box 63
PINGELLY WA 6308

Plantagenet District Hospital Board
PO Box 21
MT BARKER WA 6324

Quairading District Hospital Board
Harris Street
QUAIRADING WA 6383

The Board of Management
Ravensthorpe Health Service
PO Box 53
RAVENSTHORPE WA 6346

The Board of Management
Roebourne District Hospital
PO Box 81
ROEBOURNE WA 6718

(Note: This hospital is part of West Pilbara -
still a separate entity)

Cross District Hospital Board
Coolgardie Road
SOUTHERN CROSS WA 6426

Tambellup Nursing Post Board
PO Box 123
TAMBELLUP WA 6320

The Board of Management
Wagin Health Service
PO Box 222
WAGIN WA 6315

Warren District Hospital Board
PO Box 179
MANJIMUP WA 6258

The Board of Management
Wickepin Health Service
PO Box 117
WICKEPIN WA 6370

The Board of Management
Wickham District Hospital
PO Box 103
WICKHAM WA 6720

(Note: This hospital is part of West Pilbara - still
a separate entity)

Williams Medical Centre Board
PO Box 42
WILLIAMS WA 6390

Wongan Hills District Hospital Board
PO Box 250
WONGAN HILLS WA 6603

Wyalkatchem-Koorda and Districts Hospital Board
Honour Avenue
WYALKATCHEM WA 6485

Yalgoo Nursing Post Board
Lot 26 Stanley Street
YALGOO WA 6635

The Board of Management
Yarloop Health Services
Barrington-Knight Road
YARLOOP WA 6218

SCHEDULE 3

[Schedule 3 inserted by PR917741 ppc 01Apr02; varied by PR942691 ppc 15Dec03]

- 1 MINISTER FOR HEALTH
- 2 MINISTER FOR HEALTH
 - IN THE NAME OF THE EAST PILBARA HEALTH SERVICE
 - IN THE NAME OF THE KIMBERLY HEALTH SERVICE
 - IN THE NAME OF THE SOUTH WEST HEALTH BOARD
 - IN THE NAME OF THE NICKOL BAY HOSPITAL BOARD
 - IN THE NAME OF THE ROEBOURNE DISTRICT HOSPITAL BOARD
 - IN THE NAME OF THE WICKHAM DISTRICT HOSPITAL BOARD
- 3 AVON HEALTH SERVICE
- 4 CENTRAL GREAT SOUTHERN HEALTH SERVICE BOARD
- 5 BEVERLEY DISTRICT HOSPITAL BOARD
- 6 BRUCE ROCK MEMORIAL HOSPITAL BOARD
- 7 CORRIGIN DISTRICT HOSPITAL BOARD
- 8 CUNDERDIN DISTRICT HOSPITAL BOARD
- 9 QUAIRADING DISTRICT HOSPITAL BOARD
- 10 KELLERBERRIN HEALTH SERVICES BOARD OF MANAGEMENT
- 11 KUNUNOPPIN AND DISTRICTS HEALTH SERVICE
- 12 MERREDIN HEALTH SERVICE
- 13 MUKINBUDIN HEALTH SERVICE
- 14 NAREMBEEN HEALTH SERVICES BOARD
- 15 SOUTHERN CROSS DISTRICT HEALTH SERVICE
- 16 WYALKATCHEM-KOORDA AND DISTRICTS HOSPITAL BOARD
- 17 GASCOYNE HEALTH SERVICE
- 18 GERALDTON HEALTH SERVICE

- 19 LOWER GREAT SOUTHERN HEALTH SERVICE BOARD
- 20 DONGARA ENEABBA MINGENEW HEALTH SERVICE
- 21 MORAWA AND DISTRICTS HEALTH SERVICE
- 22 MULLEWA HEALTH SERVICES
- 23 NORTH MIDLANDS HEALTH SERVICE
- 24 NORTHAMPTON KALBARRI HEALTH SERVICES
- 25 YALGOO HEALTH SERVICES
- 26 MURCHISON HEALTH SERVICE
- 27 KALGOORLIE-BOULDER HEALTH SERVICE
- 28 LAVERTON AND LEONORA HEALTH SERVICE
- 29 DUNDAS HEALTH SERVICE
- 30 ESPERANCE HEALTH SERVICE
- 31 RAVENSTHORPE HEALTH SERVICE
- 32 VARLEY NURSING POST
- 33 BODDINGTON HEALTH SERVICE
- 34 BROOKTON HEALTH SERVICE
- 35 UPPER GREAT SOUTHERN HEALTH SERVICE
- 36 ASHBURTON HEALTH SERVICE
- 37 WESTERN HEALTH SERVICE
- 38 ATTORNEY GENERAL OF WESTERN AUSTRALIA

SCHEDULE 4

[Sched 4 inserted by PR917741 ppc 01Apr02]

Senior Nurses Work Value - Transitional Review Process (6 month duration)

Following the final determination made by the Department of Health on the Senior Nurses Work Value Review 2002, senior nurses who wish to have their position reviewed may lodge an *Application for Review* to the Independent Review Panel.

The *Application for Review* will require senior nurses to provide their name, work address, position details and copy of their current Job Description.

A written submission is required that:

- Addresses all points in the award definitions for the classification level they believe is appropriate to their current role;
- Provide a comparison (where possible) between “like positions” and identify similarities and differences to justify the claim.

The Independent Review Panel will then consider the request for review and make a decision based on the grounds presented and taking into account all relevant information. The decision of the Independent Review Panel will be final.

Should the classification change as a result of the review, the effective date will be the same as the effective date that payments began for the original determination.

Independent Review Panel

The Panel will consist of the following members:

- Chairperson (Representative nominated by the Department of Health); and
- A nursing representative from a Metropolitan Health Service; and/or
- A nursing representative from a Rural Health Service; and
- A representative from the Australian Nursing Federation.

A person nominated as a “nursing representative” shall be a nurse registered with the Nurses Board under the Nurses Act 1992 (WA).

Review Period

Senior nurses will have **6 months** to submit their *Application for Review* from the date the determination is made public by the Department of Health.

No further applications will be considered after this date.”

SCHEDULE 5

[Sched 5 inserted by PR942691 ppc 15Dec03]

Department of Justice Senior Nurses Work Value - Transitional Review Process (3 month duration)

Following the final determination made by the Department of Justice on the Senior Nurses Work Value Review, senior nurses who wish to have their position reviewed may lodge an *Application for Review* to the Independent Review Panel.

The *Application for Review* will require senior nurses to provide their name, work address, position details and copy of their current Job Description.

A written submission is required that:

- Addresses all points in the award definitions for the classification level they believe is appropriate to their current role;
- Provide a comparison (where possible) between “like positions” and identify similarities and differences to justify the claim.

The Independent Review Panel will then consider the request for review and make a decision based on the grounds presented and taking into account all relevant information. The decision of the Independent Review Panel will be final.

Should the classification change as a result of the review, the effective date will be the same as the effective date that payments began for the original determination.

Independent Review Panel

The Panel will consist of the following members:

- Chairperson (Representative nominated by the Department of Justice in consultation with the ANF); and
- A nursing representative from the Department of Justice; and
- A representative from the Australian Nursing Federation.

A person nominated as a “nursing representative” will be a nurse registered with the Nurses Board under the Nurses Act 1992 (WA).

Review Period

Senior nurses will have **3 months** to submit their *Application for Review* from the date the determination is made public by the Department of Justice.

No further applications will be considered after this date.

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