

Enrolled Nurses and Nursing Assistants (Government) Award

1. - TITLE

This award shall be known as the "Enrolled Nurses and Nursing Assistants (Government) Award" and replaces the "Nursing Aides and Nursing Assistants (Government) Award" No. 7 of 1978.

1B. - MINIMUM ADULT AWARD WAGE

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

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

Increases under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset the minimum wage.
- (10) Adult Apprentices
 - (a) Notwithstanding the provisions of this clause, an apprentice, 21 years of age or more, shall not be paid less than \$448.65 per week on and from the commencement of the first pay period on

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

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

2. - ARRANGEMENT

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3. - SCOPE

This award shall apply to:

- (1) workers described in Clause 26. - Wages of this award employed by (i) the Board of Management of any hospital constituted pursuant to the provisions of Section 7 to 15 of the Hospitals Act 1927 as amended or (ii) by the Hon Minister for Health in any of the institutions set out in sub-section (1) of Section 19 of the Mental Health Act 1962 as amended in which nursing care is regularly given; and

- (2) to enrolled nurses, enrolled with the Nurses Board of W.A. employed by the respondents in the delivery of community health nursing services.

This award shall not apply to employees covered by Award Nos. 13 of 1947, 14 of 1973, 36 of 1965 or 35 of 1966 or Industrial Agreement No. 24 of 1972 or any award or industrial agreement issued or registered as a replacement therefore.

4. – TERM

This award shall operate for a period of two years from the 26th day of April, 1979 to the 26th day of April, 1981.

5. – AREA

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

6. – DEFINITIONS

- (1) "Nursing Assistant" means an employee, other than one registered pursuant to the provisions of the Nurses Act 1968 or one who is in training for the purpose of such registration, whose substantial employment in terms of the purpose to be achieved by it is the provision of nursing care to persons.
- (2) "Nursing Care" means:
- (a) giving assistance to a person who because of disability is unable to maintain his bodily needs without frequent assistance, or
 - (b) carrying out tasks which are directly related to the maintenance of a person's bodily needs where that person because of disability is unable to carry out those tasks for himself, or
 - (c) assisting a person registered pursuant to the provisions of the Nurses Act 1968 to carry out the work described in paragraphs (a) or (b) hereof or any other work directly related to a person's care.
- The term does not include work related to a person's care where that work does not involve personal contact with that person.
- (3) "Enrolled Nurse Level One" means a Registered Enrolled Nurse registered as such pursuant to the Nurses Act 1968 as amended.
- (4) "Enrolled Nurse Level Two" means a Registered Enrolled Nurse who:-
- (a) has become proficient to do work deemed extraordinary by the employer or the Western Australian Industrial Relations Commission; or
 - (b) has obtained a post basic certificate approved by the Nurses' Board of W.A. and he/she is required to use the knowledge gained in that certificate as part of his/her employment.
 - (c) Provided that an Enrolled Nurse Level One who is considered proficient to operate a renal dialysis machine shall be deemed to be included in this classification while operating this machine.
- (5) "Enrolled Nurse Level Three" means a Registered Enrolled Nurse who has been classified Special Class by the employer or by the Western Australian Industrial Relations Commission.

- (6) "Union" shall mean the Australian Liquor, Hospitality and Miscellaneous Workers Union, Western Australian Branch.
- (7) "Part Time Employee" means an employee who regularly works less than an average of 38 hours per week.
- (8) "Casual Employee" means an employee engaged by the day.
- (9) "Accrued Day(s) Off" means the paid day(s) off accruing to an employee resulting from an entitlement to the 38 hour week as prescribed in Clause 7. - Hours of this award.
- (10) "Enrolled Community Nurse" means a registered enrolled nurse employed to work in the community health area.
- (11) "Enrolled Community School Nurse" means a registered enrolled nurse employed to work in a school or schools.

7. – HOURS

- (1) Subject to the provision of subclauses (8) and (16) the ordinary working hours shall be an average of 38 hours per week over any five days of the week, worked over any one of the following cycles.
 - (a) A four week cycle of nineteen days of eight hours each with 0.4 of one hour each day worked accruing as an entitlement to take the twentieth day in each cycle as a day off and paid for as though worked.
 - (b) Actual hours of 76 hours over nine days per fortnight with the tenth day to be taken as an unpaid rostered day off.
 - (c) Actual hours of 40 per week or 80 per fortnight with two hours of each week's work accruing as an entitlement to a maximum of twelve days off in each twelve month period.

For the purposes of paragraph (c) the Accrued Days Off shall be taken in 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.

Notwithstanding the provisions of paragraph (c) where an employer and employee mutually agree Accrued Days Off may be taken in single day absences.
- (2) In addition to Subclause 1 by agreement between the employer and the union a work cycle of 38 hours per week or 76 hours per fortnight or any other method agreed may be worked.
- (3) Any change in rostering arrangements will be designed to improve productivity, efficiency and cost effectiveness in the work place.
 - (a) Any proposed roster variations for each site or subsite shall be explained to the employees concerned and to the union who will consider them.
 - (b) The affected parties (ie. site management and employees) will then consult with each other with a view to agreeing to the proposed roster.
 - (c) Where agreement cannot be reached, the issues will be referred to the Western Australian Industrial Relations Commission for conciliation and, if necessary, arbitration.

- (4) An employer and employee may by agreement substitute the Accrued Day Off the employee is to take off for another day in which case the Accrued Day Off shall become an ordinary working day.
- (5) Subject to the provisions of this clause where practicable, the ordinary hours of work shall be rostered over not more than six consecutive days.
- (6) The provisions of this clause apply to a part-time employee in the same proportion as the hours normally worked bear to a full-time employee. In circumstances where less than sixteen hours per week are worked an employer may pay an employee for all hours actually worked at an hourly rate based on a 38 hour week in lieu of accrual of Accrued Days Off.
- (7) Notwithstanding anything to the contrary in this clause and at the option of the employer, Enrolled 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 hours of duty together with public holidays, long service leave and annual leave as are generally applicable to the clerical staff employed in the said clinics or departments. The daily hours of duty shall include a break of not more than one hour for lunch and such time shall not be included as part of the normal working week of 37.5 hours.
- (8) Meal breaks shall not be less than 30 minutes but shall not be counted as time worked. Provided that where an Enrolled Nurse is called on duty during a meal time the period worked shall be counted in the ordinary working hours of duty.
- (9)
 - (a)
 - (i) An employee changing from night duty to day duty, or from day duty to night duty shall be free from duty during the 20 hours immediately preceding the commencement of the changed duty.
 - (ii) An employee changing from evening duty to day duty shall not be required to commence such duty until a period of nine and one half hours has elapsed since ceasing evening duty except in country hospitals below Regional level, as listed in the Schedule B - Respondents to this award, where a period of eight hours shall suffice.
 - (b) An employee other than one engaged to work part time shall not be required to work a combination of shifts exceeding the following:
 - (i) in the case of a weekly roster; all night, day or evening shifts, or both day and evening shifts.
 - (ii) In the case of a fortnightly roster; all night, day or evening shifts or both day and evening shifts in either or both halves of the roster.
 - (c) The provisions of paragraphs (a) and (b) shall not apply if the employee is required to perform duty to enable the nursing services of the hospital to be carried on when an employee is absent from duty or in an emergency or where the employer and the Union mutually agree to vary the provisions of this subclause.
- (10)
 - (a) No employee shall be required to work in excess of five duties per week or 10 duties per fortnight except as provided by subclauses (c) and (d) of this subclause.
 - (b) Subject to the provisions of this clause and where practicable, the ordinary hours of work shall be rostered over not more than six consecutive days.
 - (c) By mutual agreement between the employer and the Union the scale of duties for employees working night duty can be varied to four duties per week or eight duties per fortnight.

- (d) An employee may be required to work on any off day in the case of an emergency and such time shall be paid for in accordance with Clause 8. - Overtime of this Award.
- (11) Night duty in North West hospitals and Goldfields hospitals (except training schools) where the staff including the Matron is three or more, shall not exceed seven consecutive nights when a majority of the employees who are required to do night duty so decide, in which case it shall rotate after seven nights.
- (a) A Trainee Enrolled Nurse who has performed eight or more consecutive weeks of night duty shall not be rostered again for night duty for at least 12 weeks from the last day of the preceding period of night duty unless she/he so requests in writing.
- (b) Trainee Enrolled Nurses shall not be obliged to work more than 12 weeks' night duty in either the first or second year of training. Trainee Enrolled Nurses at the Kalgoorlie Hospital shall not be required to be on night duty for more than six continuous weeks in any one period. After any period of night duty, a Trainee Enrolled Nurse shall have an equivalent period of duty other than night duty.
- (12) In addition to the time off duty hereinbefore provided, Enrolled Nurses engaged in X-ray or radium work shall be allowed such other time off duty as in the opinion of the Medical Officer in charge of such work may be necessary consequent upon such work for the purpose of maintaining or restoring them to normal health, and all such time shall be computed as part of the normal working time and there shall be no reduction in the wage in respect thereof.
- (13) Subject to the provisions of Schedule A, morning and afternoon tea shall be provided by the employer. The time allowed for such break shall not exceed seven minutes which shall be taken when convenient to the employer without deduction of pay for such time.
- (14) Where an employee is required to travel as part of her/his duty such travelling time shall be considered as part of her/his working time and there shall be no reduction in respect thereof.
- (15) Subject to subclause (9) of this clause employees on day duty shall, where practicable, be allowed two days' continuous time off duty per week, and those on night duty shall, where practicable, be allowed two days' continuous time off duty each week or four days' continuous time off duty per fortnight. Provided that where the days off duty as specified are missed and not taken within four weeks, equivalent time shall be added to the annual leave of the employee.
- (16) Any dispute between an employer and the Union concerning rostering of employees and the operation of this clause shall be referred to the Western Australian Industrial Relations Commission.
- (17) A roster for Accrued Days Off shall be posted at least four weeks before the time it comes into operation.
- (18) A roster for Accrued Days Off may allow an employee to take Accrued Days Off before they become due.
- (19) Notwithstanding anything else herein contained, the following provisions relating to hours of work shall apply to employees stipulated hereunder.
- (a) The ordinary hours of work for an enrolled community school nurse shall 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 nurse is required to be available to work or working shall be counted as time worked and included as part of the seven hours 36 minutes day.

- (b) The ordinary hours of duty for an enrolled community nurse shall 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 and no day shall exceed eight hours without payment of overtime.

The ordinary hours shall 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.

8. – OVERTIME

- (1) Except as hereinafter provided, all time worked in excess of the ordinary working hours prescribed in clause 7 - Hours or clause 30 - Part Time Workers of this award shall be overtime and shall be paid for at time and one-half for the first two hours and double time thereafter.
- (2) All work performed by workers on any day on which they are rostered off duty or days worked in excess of those provided in Clause 7. - Hours or Clause 25. - Part Time Employees shall be paid for at the rate of double time.
- (3) A worker recalled to work shall be paid a minimum of two hours at overtime rates and for all reasonable expenses incurred in returning to work.
- (4) Where the worker and the employer so agree, time off in lieu of payment for overtime may be allowed proportionate to the payment to which she is entitled. Such time off to be taken at the convenience of the hospital provided that :
 - (a) such time off is in unbroken periods according to each period of overtime worked; and
 - (b) the overtime is made up within twenty-eight days from the time when it became due, except where it arises from the changeover from night duty to day duty, or day duty to night duty.
- (5) Where an employee has not been notified the previous day or earlier that he/she is required to work overtime the employer shall ensure that employees working such overtime for an hour or more shall be provided with any of the usual meals occurring during such overtime or be paid \$10.10 each meal.
- (6)
 - (a) When overtime work is necessary it shall, wherever reasonably practicable be so arranged that worker have at least ten consecutive hours off duty between the work of successive days.
 - (b) A worker who works so much overtime between the termination of her ordinary work on one day and the commencement of her ordinary work on the next day that she has not at least ten consecutive hours off duty between those times shall, subject to this paragraph, be released after completion of such overtime until she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
 - (c) If, on the instructions of her employer, such worker resumes or continues work without having had such ten consecutive hours off duty, she shall be paid at double rates until she is released from duty for such period and she shall then be entitled to be absent until she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
 - (d) The provisions of this subclause shall apply in the case of shift workers who rotate from one shift to another, as if eight hours were substituted for ten hours when overtime is worked -
 - (i) for the purpose of changing shift rosters; or
 - (ii) where a shift worker does not report for duty; or

- (iii) where a shift is worked by arrangement between the workers themselves.
- (7) Work performed by an enrolled community nurse or an enrolled community school nurse at the direction of the employer outside the spread of hours, or in addition to the daily hours prescribed in subclauses (10) and (19) of Clause 7. - Hours of this award or on a Saturday or Sunday shall be paid or compensated for as hereunder:
 - (a) one and one half times the ordinary rate for the first two hours and double time thereafter on any day Monday to Friday inclusive;
 - (b) double time on Saturday or Sunday;
 - (c) double time and one half on public holidays;
 - (d) in lieu of making payment in accordance with paragraphs (a) and (b) of this subclause and by agreement between the employee and the employer concerned, time off proportionate to the payment to which the employee is entitled may be taken at a time convenient to the employer, provided that such time off is in unbroken periods, according to each period of overtime worked;
 - (e) in lieu of making payment in accordance with paragraph (c) of this subclause and by agreement between the nurse and the employer, payment may be made at the rate of time and one half with equivalent time to that worked being taken off at a time convenient to the employer.
- (8) An employer and an enrolled nurse may by agreement substitute the Accrued Days Off which the employee is entitled to take for another day in which case the accrued day off shall become the ordinary working day.
- (9)
 - (a) Subject to the provisions of paragraph (b) of this subclause an enrolled community nurse or an enrolled community nurse who is recalled to work for any purpose shall be paid a minimum of two hours at the appropriate overtime rate but the nurse shall not be obliged to work for two hours if the work for which the nurse was recalled is completed in less time, provided that if a nurse is called out within two hours of starting work on a previous call the nurse shall not be entitled to any further payment for the time worked within that period of two hours.
 - (b) Where a nurse is recalled to work for any purpose, within two hours of commencing normal duty, the nurse shall be paid at the appropriate overtime rate for that period up to and until the commencement of normal duty, but the nurse shall not be obliged to work for the full period if the work for which the nurse was recalled is completed in less time.
 - (c) Where a nurse is recalled to duty in accordance with paragraphs (a) and (b) of this subclause, then the payment of the appropriate overtime rate shall commence from:
 - (i) in the case of a nurse who is on call, from the time the nurse starts work;
 - (ii) in the case of a nurse 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 shall be included with actual duty performed for the purpose of overtime payment. Provided that where a nurse is recalled within two hours, work shall be included with actual duty for the purpose of overtime payment.
 - (d) If a nurse is recalled to work the nurse shall:
 - (i) except as provided in placitum (ii) of this paragraph, be provided free of charge with transport from home to the place of employment and return or, be paid the vehicle allowance provided in Clause 17. - Fares and Travelling Allowances of the

Miscellaneous Government Conditions and Allowances Award No. A 4 of 1992 as amended;

- (ii) if recalled to work within two hours of commencing normal duty and the employee remains at work, the employee shall be provided free of charge with transport from home to the place of employment or, be paid the vehicle allowance provided in Clause 17. - Fares and Travelling Allowances of the Miscellaneous Government Conditions and Allowances Award No. A 4 of 1992 as amended, for the journey from the nurses home to the place of employment.

9. - STANDBY

- (1) For the purposes of this award a worker is on call when she is directed by the employer to remain at such a place as will enable the employer to readily contact her during the hours when she is not otherwise on duty. In so determining the place at which the worker shall remain, the employer may require that place to be within a specified radius from the hospital or place of employment.
- (2) An employee shall be paid 18.75% of 1/38th of the rate prescribed in the Nurses (Public Hospitals) Award No. 6 of 1968 for a Registered General Nurse in her third year for each hour or part thereof she is on call. Provided that payment in accordance with this paragraph shall not be made with respect to any period for which payment is otherwise made in accordance with the provisions of Clause 8. - Overtime when the employee is recalled to work.
- (3) phone and if the worker pays or contributes towards the payment of the rental of such telephone the employer shall pay the worker an amount being a proportion of the telephone rental calculated on the basis that for each seven days on which a worker is required to be on call the employer shall pay the worker 1/52nd of the annual rental paid by the worker.
- (4) Provided that where the employer and the Union agree in writing, other arrangements may be made for compensation of on call work to enrolled community nurses or enrolled community school nurses.
- (5) Where it is determined that the means of contact is to be by telepage or similar device the employer shall provide the employee with the device at no charge.
- (6) An enrolled community nurse or an enrolled community school nurse shall not 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 nurse and employer.

10. - ANNUAL LEAVE

- (1) Except as hereinafter provided a period of seven consecutive weeks' leave shall be allowed to an employee by her employer after each period of twelve months' continuous employment with such employer.
- (2) Prior to commencing leave, each employee shall be paid for that period of leave:
 - (a) Where an employee has worked less than the full time hours per week specified in Clause 7. - Hours of this award over the accrual period for which annual leave is being taken, the hours for which payment is made shall be calculated on an average of the number of hours worked per week during the accrual period;

- (b) the rate of wage the employee would have received had she not proceeded on leave. In the case of rostered workers that wage shall include the shift work and weekend penalties that employee would have received had she not proceeded on leave;

where it is not possible to calculate the shift and weekend penalties the employee would have received the employee shall be paid the average of such payments made each week over the four weeks prior to taking leave;

OR

- (c) For 5/7ths of that leave, the rate of wage shown in Clause 26. - Wages of this award for her class of work and in addition be paid a loading of 18-3/4 percent of that wage and for the remaining 2/7ths of that leave due in each year, be paid according to paragraph (b) of this subclause;

whichever is the greater benefit to the employee. Provided that the loading prescribed by this subclause shall not apply to pro rata annual leave on termination.

- (3) Subject as hereinafter provided:

- (a) If after one month's continuous employment an employee lawfully terminates her employment or her employment is terminated by the employer through no fault of the employee, the employee shall be paid 5.11 hours pay, (at the rate prescribed by subclause (2) of this clause) in respect of each completed week of continuous service for which annual leave has not already been taken.

- (b) In addition to any payment to which she may be entitled under this subclause, an employee whose employment terminates after she has completed a 12 monthly qualifying period and who has not been allowed the leave prescribed under this award in respect of that qualifying period shall be given payment in lieu of that leave unless she has been justifiably dismissed for misconduct and the misconduct for which she has been dismissed occurred prior to the completion of that qualifying period.

- (4) (a) The annual leave prescribed in this clause may be taken in two portions, if so required by the employee, provided that no portion shall be less than two consecutive weeks.
- (b) By mutual agreement between the employer and the employee, the annual leave may be further split on one additional occasion, provided that no portion shall be less than one week.
- (c) When an employee requests that his annual leave be split into two or three portions the employer shall make every reasonable endeavour to accommodate the wishes of the employee.

- (5) Any time in respect of which an employee is absent from work except paid sick leave or unpaid sick leave up to three months, the first twenty-six weeks of any absence on workers compensation, annual leave, long service leave and compassionate leave, shall not count for the purpose of determining annual leave entitlements.

- (6) Leave shall be given as soon as practicable after falling due and shall not accumulate except with the consent of the employee, but in no case shall it accumulate for more than two years.

- (7) Before going on annual leave each employee shall be given at least two weeks' notice of the date leave is to be taken, unless the employee and the employer agree on a lesser period.

- (8) The provisions of this clause shall not apply to casual employees.

- (9) When an employee proceeds on the first four weeks of the seven weeks' annual leave prescribed by subclause (1) of this clause there will be no accrual towards an Accrued Day

Off as prescribed in subclauses (1) and (2) of Clause 7. - Hours of this award. Accrual towards an Accrued Day Off shall continue during any other period of annual leave prescribed by this clause.

- (10) Any annual leave entitlement as at 1st January, 1985 shall be adjusted in hours in the ratio of 38 to 40.
- (11) Notwithstanding anything else herein contained, the provisions of this subclause shall apply to enrolled community nurses and enrolled community school nurses.
- (a) Subject to the provisions of this subclause, each nurse shall be entitled to four weeks' leave with payment of ordinary wages after each twelve months' continuous service.
- (b) A loading of 17.5% shall be paid in addition to the ordinary wage payable under this subclause.
- (c) A nurse 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 paragraph (a) of this subclause.
- (d) (i) Except as provided in placitum (ii) hereunder if after one month's continuous employment as a nurse lawfully terminates her/his employment or her/his employment is terminated by the employer through no fault of the nurse, the nurse shall be paid 2.92 hours' pay (at the rate prescribed by paragraph (a) of this subclause) in respect of each completed week of continuous service for which annual leave has not already been taken.
- (ii) A nurse who is dismissed for misconduct which occurred after the completion of a twelve monthly qualifying period shall, subject to Clause 16. - Contract of Service of this award, be given payment for the leave accrued but not taken.
- (e) If the service of a nurse terminates and the nurse has taken a period of leave in accordance with paragraph (c) of this subclause, and if the period of leave so taken exceeds that which would become due pursuant to paragraph (a) of this subclause, the nurse shall be liable to pay the amount representing the difference between the amount received by her/his for the period of leave taken in accordance with paragraph (c) of this subclause and the amount which would have accrued in accordance with paragraph (a) of this subclause. The employer may deduct this amount from moneys due to the nurse by reason of the other provisions of this award at the time of termination.
- (f) A school nurse shall not be required to present herself/himself for duty on any day when the school is not open. Subject to subparagraph (i) of paragraph (d) hereof, she/he shall be paid ordinary wages on any day of which she/he is relieved of the obligation to present herself/himself for work.
- If a school nurse is required to work on any day observed as a school holiday she/he shall be paid at the rate of double time and a half.
- (g) A school nurse who works a minimum of four weeks continuously but less than a full school year shall be entitled to payment at the ordinary rate of pay for or in lieu of the Christmas and term vacation periods related to that school year on the basis on 9.75 hours' pay for each week the nurse was employed to actually work in the school.
- (h) A school nurse absent from work on leave without pay shall lose all entitlements to payment at the ordinary rate of pay for or in lieu of Christmas and term vacation periods in accordance with the following table.

Working Days Absent

Vacation Days Lost

0-4	Nil
5-9	1
10-19	5
20-34	9
35-49	14
50-69	19
70-89	24
90-109	28
110-129	33
130-149	38
150-169	43
170-189	48
190-199	52
200 and over	All

- (i) An annual leave loading shall be included in the last payment of ordinary wages made prior to Christmas Day or in the event of termination prior to the end of the school year, in the final payment made to the school nurse.

Subject to paragraph (h) hereof annual leave loading shall be 17.5% of four weeks' wages at the rate of pay applicable at the time of payment.

Where a school nurse is employed for less than the full school year, the annual leave loading shall be paid on a pro rata basis in the same proportions as the number of weeks which the nurse was actually employed to work in the school bears to the number of weeks in the same year.

- (j) In addition to any payment to which the nurse may be entitled under subparagraph (i) of paragraph (d) hereof, a nurse whose employment terminates after completing a twelve monthly qualifying period and who has not been allowed the leave prescribed under this award in respect of that qualifying period, shall be given payment in lieu of that leave unless the nurse has been justifiably dismissed for misconduct and the misconduct for which the nurse has been dismissed occurred prior to completion of that qualifying period.
- (k) The annual leave prescribed in paragraph (a) of this subclause may, by consent between the employer and the employee, be taken in two portions provided that no portion shall be less than two consecutive weeks. Provided further that school nurses shall be required to clear annual leave during periods of school vacation.
- (l) When computing the annual leave due under this clause, no deduction shall be made from such leave in respect of the period a nurse is on long service leave, annual leave, absent through sickness with or without pay except for that portion of an absence that exceeds three months, or absent on workers' compensation, except for that portion of an absence that exceeds six months.
- (m) The leave of a nurse shall not accumulate except with the consent of the nurse and in no case shall it accumulate for more than two years.
- (n) Before going on annual leave each nurse shall be given at least two weeks' notice of the date leave is to be taken, unless the nurse and the employer agree on a lesser period.
- (o) The first four weeks of annual leave prescribed in this clause shall not accrue time towards an Accrued Day Off as prescribed in subclause (19) of Clause 7. - Hours of this award. Accrual towards an Accrued Day Off shall continue during any other period of annual leave prescribed by this clause.
- (p) A nurse employed in any location delineated by Clause 16. - District Allowance of the Miscellaneous Government Conditions and Allowances Award No. A 4 of 1992 as amended, shall be entitled to an additional week of leave with payment at the ordinary rate.

- (q) The provisions of this clause shall not apply to casual employees.

11. - PUBLIC HOLIDAYS

- (1) An employee who works on any public holiday named herein shall be paid a loading of \$8.70 per hour or pro rata for part thereof in addition to his/her ordinary rate of wage for the time worked in ordinary hours on that day.
- (2) For the purposes of this clause the following days, or days observed in lieu thereof, shall be considered public holidays:
- New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.
- (3) Where any of the days referred to in subclause (2) of this clause falls on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday.
- (4) Where -
- (a) a day is proclaimed as a public holiday or as a public half-holiday under Section 7 of the Public and Bank Holidays Act, 1972; and
- (b) that proclamation does not apply throughout the State or to the metropolitan area of the State, that day shall be a whole holiday for the purposes of this award within the district or locality specified in the proclamation.
- (5) Notwithstanding anything else contained in this clause, the following provisions shall apply to enrolled community nurses and enrolled community school nurses.
- (a) The following days or the days observed in lieu thereof shall be allowed as holidays with pay, New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Anzac Day, Foundation Day, Queens Birthday, Christmas Day and Boxing Day.
- (b) In any branch or department in the community health service area where the clerical and administrative staff observe additional holidays with pay, such days shall be allowed to nurses as holidays with pay. The provisions of this paragraph shall not apply where the nurse is required to maintain a service to other employees of a respondent to this award.
- (c) Work performed by a nurse at the direction of the employer on a day mentioned in paragraph (a) hereof shall be paid or compensated for as hereunder:
- (i) double time and one half, or
- (ii) in lieu of making payment in accordance with placitum (i) above, and by agreement between the nurse and the employer, payment may be made at the rate of time and one half with equivalent time to that worked being taken off at a time convenient to the employer.

12. - LONG SERVICE LEAVE

- (1) The conditions contained in the document Long Service Leave Conditions - State Government Wages Employees as consolidated by the Public Service Board in June, 1980 and amended in November, 1983 shall apply to employees covered by this award

with the exception that on and from the 1st day of January 1979, long service leave for the second and subsequent period of service shall accrue at the rate of 13 weeks' leave for seven years of continuous service.

- (2) Any qualifying service prior to 1st January, 1979 for the second period of long service leave, shall be calculated on a 10 year qualifying period basis but all qualifying service after 1st January, 1979 shall be calculated on a seven year qualifying period basis.
- (3) When an employee proceeds on long service leave there will be no accrual towards an Accrued Day Off as prescribed in subclauses (1) and (2) of Clause 7. - Hours of this award.
- (4) Any long service leave accumulated as at January 1 1985 shall be adjusted in hours in the ratio of 38 to 40.

13. - CONDITIONS AND ALLOWANCES

The provisions of the Miscellaneous Government Conditions and Allowances Award No. A 4 of 1992 shall apply mutatis mutandis to all employees covered by this award.

14. - SICK LEAVE

- (1)
 - (a) A worker shall be entitled to payment for non-attendance on the ground of personal ill health or injury for one-sixth of a week's pay for each completed month of service.
 - (b) Payment hereunder may be adjusted at the end of each accruing year, or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness in that year to a greater allowance than that made at the time the sickness occurred.
- (2) The unused portion of the entitlement prescribed in paragraph (a) hereof in any accruing year shall be allowed to accumulate and may be availed of in the next or any succeeding year.
- (3) In order to acquire entitlement to payment in accordance with this clause the worker shall as soon as reasonably practicable advise the employer of his inability to attend for work, the nature of his illness or injury and the estimated duration of the absence. Provided that such advice other than in extraordinary circumstances shall be given to the employer within 24 hours of the commencement of the absence.
- (4) No worker shall be entitled to the benefit of this clause unless he produces proof to the satisfaction of the employer or his representative of such sickness provided that the employer shall not be entitled to a medical certificate for absences of less than three consecutive working days unless the total of such absences exceeds five days in any one accruing year.
- (5)
 - (a) Subject to the provisions of this subclause, the provisions of this clause apply to a worker who suffers personal ill health or injury during the time when he is absent on annual leave and a worker may apply for and the employer shall grant paid sick leave in place of paid annual leave.
 - (b) Application for replacement shall be made within seven days of resuming work and then only if the worker was confined to his place of residence or a hospital as a result of his personal ill health or injury for a period of seven consecutive days or more and he produces a certificate

from a registered medical practitioner that he was so confined. Provided that the provisions of this paragraph do not relieve the worker of the obligation to advise the employer in accordance with subclause (3) of this clause if he is unable to attend for work on the working day next following his annual leave.

- (c) Replacement of paid annual leave by paid sick leave shall not exceed the period of paid sick leave to which the worker was entitled at the time he proceeded on annual leave and shall not be made with respect to fractions of a day.
 - (e) Payment for replaced annual leave shall be at the rate of wage applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in clause 10 - Annual Leave shall be deemed to have been paid with respect to the replaced annual leave.
 - (d) Where paid sick leave has been granted by the employer in accordance with paragraphs (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid sick leave is hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the worker or, failing agreement, shall be added to the worker's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions of clause 10 - Annual Leave.
- (6) The provisions of this clause with respect to payment do not apply to workers who are entitled to payment under the Workers' Compensation Act nor to workers whose illness or injury is the result of the worker's own misconduct.
 - (7) The provisions of this clause do not apply to casual workers.
 - (8) A rostered worker, proceeding on sick leave, shall be paid the shift and weekend penalties he would have received had he not proceeded on sick leave.
 - (9)
 - (a) An employee shall be paid the wages she would have received had she not proceeded on sick leave and shall have the accrued entitlement to paid sick leave reduced by the time the employee is absent from work on account of paid sick leave.
 - (b) An employee shall not be entitled to claim payment for non-attendance on the ground of personal ill health or injury nor will the employee's sick leave entitlements be reduced if such personal ill health or injury occurs on a day when an employee is absent on an Accrued Day Off in accordance with the provisions of subclauses (1) and (2) of Clause 7. - Hours of this award.
 - (10) An employee whilst on paid sick leave shall continue to accrue an entitlement to an Accrued Day Off as prescribed in subclauses (1) and (2) of Clause 7. - Hours of this award.
 - (11) Any sick leave entitlement accumulated as at January 1, 1985 shall be adjusted in hours in the ratio of 38 to 40.

15. - DISPUTE SETTLEMENT PROCEDURE

(1) PREAMBLE

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

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

(2) PROCEDURE

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

- (a) the employee(s) concerned shall discuss the matter with the immediate supervisor. If the matter cannot be resolved at this level the supervisor shall, within 48 hours, refer the matter to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly.
- (b) The senior officer shall, if able, answer the matter raised within five days of it being referred and if the senior officer is not so able, refer the matter to the employer for his/her attention, and the employee(s) shall be advised accordingly.
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) above the employee(s) or the shop steward shall notify the Union Secretary (W.A. Branch) or nominee, to enable the opportunity of discussing the matter with the employer.
 - (ii) The employer shall, as soon as practicable after considering the matter before it, advise the employee(s) or, where necessary the Union of its decision. Provided that such advice shall be given within 21 days of the matter being referred to the employer.
- (d) Should the matter remain in dispute after the above processes have been exhausted either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of subclause (2) of this clause.

(3) DISCIPLINARY PROCEDURE

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

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

(4) ACCESS TO THE INDUSTRIAL RELATIONS COMMISSION

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

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

(5) PROVISION OF SERVICES

The Union recognise that the Health Department and the teaching hospitals have a statutory and public responsibility to provide health care services without any avoidable interruptions.

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

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

(6) INDUSTRY WIDE ISSUES

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

(7) DEFINITIONS

For the purpose of this procedure:

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

"senior officer" means an officer nominated by management.

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

"work site" means as agreed between the parties.

(8) CLASSIFICATION STRUCTURE IMPLEMENTATION

The parties to the award are committed to implementing a new wage and classification structure.

To allow this to occur in an orderly and efficient manner the parties agree that when the award is varied to insert a new wage and classification structure, the disputes settling procedure clause will be varied to provide a mechanism for dealing with claims by existing employees on the appropriateness of their classification in the new structure.

(9) BREACH OF PROCEDURE

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

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

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

16. - CONTRACT OF SERVICE

- (1) Except in the case of dismissal for misconduct a worker's service shall not be terminated unless she has received a fortnight's previous notice or payment for such period in lieu thereof.
- (2) Except by agreement with the employer no worker shall resign without first giving a fortnight's notice and in the absence of such notice the employer may withhold holiday or other pay up to the amount of a fortnight's wages.
- (3) This clause shall not apply to casual workers.
- (4) An employer may direct an employee to carry out such duties as are within the limits of the employees skill, competence and training, including work which is incidental or peripheral to the employee's main tasks or functions.

17. - TRANSFER

- (1) (a) A worker who is transferred from one place to another shall be entitled to first-class travelling accommodation between the places of transfer and to full payment of wages during the time of leaving duty and taking up her new duties.
- (b) Where a worker wishes to use her own vehicle to give effect to a transfer by the employer and the employer authorises the use of such vehicle she shall be paid the equivalent of the entitlement in paragraph (a) of subclause (1) of this clause.
- (2) (a) In addition, he/she shall be allowed travelling allowance of \$8.45 for any meal purchased, or the actual cost of any meal purchased, if such cost exceeds \$8.45. Meal times shall be 8.00 a.m., 1.00 p.m. and 6.00 p.m. \$3.20 for each morning and afternoon tea shall be allowed when travelling at 11.00 a.m. and 4.00 p.m. Reasonable portorage shall also be allowed. Claims for taxi fares must be supported by receipts.
- (b) No such meal allowance shall be made for journeys completed between the ordinary meal times. Where practicable, at least fourteen days' previous written notice shall be given to a worker required to transfer from one hospital or place to another.

17A. - DISTANT APPOINTMENTS

- (1) The provisions of this clause shall apply to an enrolled community nurse or an enrolled community school nurse when such a nurse is engaged for service at a location outside a radius of 40 kilometres from the place of appointment. For the purposes of this clause the place of employment shall be Perth except where the nurse is appointed at a place other than Perth.
- (2) The employment of a nurse shall be deemed to have commenced at the time the nurse leaves the place of appointment.

- (3) The employer shall pay the fares, travelling expenses and an amount agreed between the employer and the nurse prior to engagement for the cost of transporting the employee's personal effects from the place of appointment to the place of employment. Provided further that the employer shall determine the method of public transport to be utilised by the nurse in moving from the place of appointment to the place of employment.
- (4) A nurse who elects to drive his/her own vehicle to the work location shall be paid an allowance equal to half the rate prescribed in Clause 17. - Fares and Travelling Allowances of the Miscellaneous Government Conditions and Allowances Award No. A 4 of 1992, provided that such an allowance shall not exceed the cost of transport by public conveyance to the work location.
- (5) If the nurse 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 nurse shall refund to the employer the cost of the fare as prescribed in subclause (3) hereof.
- (6) Should a nurse be dismissed, other than for misconduct warranting instant dismissal, prior to the completion of six months, the nurse shall be entitled to a return fare and travelling allowance as provided in subclause (3) hereof.
- (7) A nurse shall upon completion of six months' service or any lesser period for which the nurse was appointed, or when the employee has been employed continuously at more than one centre without returning to the place of employment, be entitled to return expenses as provided in subclause (3) hereof.

17B. - TRAVELLING, TRANSFER AND RELIEF DUTY

The provisions contained in Clause 38. - Relieving Allowance, Clause 39. - Removal Allowance, Clause 41. - Transfer Allowance, Clause 42. - Travelling Allowance and Clause 43. - Weekend Absence From Residence of the Government Officers Salaries, Allowances and Conditions Award 1989 shall apply to enrolled community nurses and enrolled community school nurses covered by this award mutatis mutandis.

18. - ENGAGEMENT

- (1) When a worker is engaged for service in a hospital or place outside a radius of forty kilometres of the General Post Office, Perth, she shall be entitled to first-class fare and travelling allowance as prescribed from the place of engagement to the place of employment, and her term of employment shall be deemed to commence as soon as she leaves her place of engagement. Provided if such worker 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 she shall refund to the employer the cost of the fare from her place of engagement to the place of employment.
- (2) If a worker is dismissed before the period for which she was engaged has expired, or if none is stipulated, then before the period of six months from the date of her appointment, except in the case of dismissal for misconduct, she shall be entitled to first-class accommodation and travelling allowance as above to the place of engagement should she desire to return there. Provided that she was originally engaged in Perth and has been employed continuously at more than one public hospital without returning to Perth, then she shall be entitled to first-class accommodation and travelling allowance to Perth, should she desire to return there.

And also provided that should a worker elect to return to her place of engagement or to Perth by any other conveyance than that stipulated by the employer, she shall be entitled, upon production of receipts, to actual transport expenses incurred; but such transport expenses shall not exceed the amount of either a first-class rail, boat, plane and/or coach fare at the employer's option, from the place of her last employment to the place of her engagement, or to Perth as the case may be.

- (3) Any worker whose duties shall require her to travel shall be entitled to first-class travelling accommodation at the expense of her employer.
- (4) Any worker engaged for duty in a hospital or place outside a radius of forty kilometres from the place of engagement, who remains in that duty for at least six months, shall be entitled to return fare and travelling allowance, in accordance with subclause (1) hereof, to the place of original engagement upon lawful termination of the employment.
- (5) Upon termination of her employment, a worker shall receive payment before she leaves the hospital of all money due to her up to the termination of her employment.

19. - LAUNDRY AND UNIFORMS

- (1) (a) The employer shall provide free of charge the following number and type of uniforms to each employee:

6 dresses, or 6 pairs of trousers/culottes/shorts and 6 short or long sleeved shirts; and 2 jackets or cardigans
- (b) The employee shall choose which combination of the above best suits their needs.
- (c) Uniforms shall be replaced as and when necessary on a fair wear and tear basis.
- (2) The employer shall determine the material, colour, pattern and conditions of the uniforms issued.
- (3) At all times the uniform issued to the employee shall remain the property of the employer.
- (4) No staff member will be required to wear stockings.
- (5) All staff must wear a suitably enclosed shoe, however the employer may not specify colour or brand.
- (6) The standard uniform issue may be varied by agreement between the employer and the Union where a hospital has the need for particular items of clothing to be worn. Each employee shall have a sufficient number of uniforms to ensure a clean uniform daily.
- (7) All washable clothing forming part of the uniform supplied by the employer shall be laundered free of cost to the employees. Provided that in lieu of such free laundering the employer may pay the employee \$1.53 per week.
- (8) Laundering of jackets and cardigans issued as part of the uniform shall be the responsibility of the employee. No laundry allowance will be paid for this work.

- (9) By agreement between an employer and an employee and where a hospital is situated north of 26° south latitude, jackets and cardigans need not be supplied.
- (10) (a) The provisions of this subclause shall only apply to enrolled community nurses and enrolled community school nurses only.
- (b) The employer shall provide nurses with all uniforms that shall at all times remain the property of the employer.
- (c) Provided further that in lieu of providing uniforms the employer may pay an allowance of \$6.50 per week, and the nurse shall wear uniforms which conform to the uniform stipulated by the employer with respect to material, colour, pattern and conditions.
- (d) Where the employer does not require the nurse to wear a uniform no allowance shall be paid.
- (e) Each nurse shall be entitled to all reasonable laundry work at the expense of the employer, but where the employer elects not to launder the uniforms, the nurse shall be paid an allowance of \$2.15 per week.

20. - ROSTERS

A roster of the working hours shall be exhibited in such place as it may conveniently and readily be seen by each worker concerned. The roster shall be posted not less than forty-eight hours preceding the day on which the roster commences. The roster shall be available to the union secretary or his nominee for inspection at all reasonable times. Rosters may be altered at any time if the hospital exigencies render any alteration necessary.

21. - BOARD AND LODGING

Where workers are provided with Board and/or Lodging by the employer the provisions of the Board and Lodging (Public Hospitals) Award No. R16 of 1978 will apply.

22. - EMERGENCIES

In the event of any emergency arising, the Commissioner of Public Health and Medical Services may with the consent of the Commission, take such measures as may in his opinion be necessary for the safety and protection or welfare of patients notwithstanding anything contained in this award.

23. - CASUAL EMPLOYEES

- (1) A casual employee shall be paid twenty per cent (20%) over the rates specified herein for the class of work.
- (2) An enrolled community nurse or enrolled community school nurse shall be deemed to be a casual employee if employed for a period of less than four weeks either part time or full time. The minimum period of engagement of a casual enrolled community nurse or an enrolled community school nurse shall be two hours.
- (3) Provided however that, notwithstanding the provisions of Clause 16. - Contract of Service of this award, the contract of employment for a casual enrolled community nurse or an enrolled community school nurse shall be by the hour.
- (4) The provisions of Clauses 10. - Annual Leave, 11. - Public Holidays, 12. - Long Service Leave and 14. - Sick Leave do not apply to casual enrolled community nurses or enrolled community school nurses.

24. - SHIFT WORK

- (1)
 - (a) Subject to subclause (2) of this clause where on any day an employee commences his/her ordinary hours of work before 4.00 a.m. or after 12 noon, he/she shall be paid a loading of \$2.15 per hour or pro rata for part thereof in addition to his/her ordinary rate of wage.
 - (b) The provisions of paragraph (a) of this subclause do not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6.00 p.m. on that day. Provided that employees in receipt of shift allowance shall not have that allowance decreased by the operation of this sub clause.
 - (c) Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.
- (2)
 - (a) A loading of \$3.30 per hour or pro rata for part thereof shall be paid to an employee in addition to his/her ordinary rate of wage for time worked on permanent afternoon or night shift.
 - (b) For the purpose of this subclause an employee shall be deemed to have been working permanent afternoon or night shift where such employee works that shift as part of a non-rotating roster.
- (3) Subject to the provisions of subclause (5) of this clause work performed during ordinary hours on the weekend shall in addition to the ordinary rate of wage attract a loading as follows:
 - (a) Saturday - \$8.70 per hour or pro rata for part thereof;
 - (b) Sunday - \$17.50 per hour or pro rata for part thereof.
 - (c) The rates prescribed in this subclause shall be in substitution for and not cumulative on the rates prescribed in subclauses (1) and (2) of this clause.
- (4) An employee who regularly performs shift or weekend work shall be paid Accrued Day(s) Off including shift or weekend penalties, when those days are taken as leave at the rate which applied when they were accumulated.
- (5) Where the ordinary hours of work span 12.00 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for additional payment for shift work and work during the weekend as the case may be.
- (6) The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

25. - PART-TIME EMPLOYEES

- (1) Notwithstanding anything contained herein, an employer shall be at liberty to employ part-time workers.
- (2) Enrolled Nurses and Nursing Assistants
 - (a) Part-time employees who work less than 16 hours per week shall be remunerated at a weekly rate pro-rata to the rate prescribed for the class of work on which they are engaged only in the proportion which their ordinary weekly hours bear to 38.

- (b) Part time employees shall be allowed annual leave and payment for such as prescribed in Clause 10. - Annual Leave or subclause (3) of Clause 7. - Hours of this award in the same ratio as their ordinary weekly hours averaged over the qualifying period, bear to 38.
 - (c) Part time employees shall be allowed sick leave in the same manner as full time employees excepting that payment for such leave shall be in the same ratio as their ordinary weekly hours, averaged over the qualifying period, bear to 38.
 - (d) Where the employer wishes to increase the ordinary hours worked by a part time employee in any roster period and the part time employee so agrees with one days clear notice provided, the increased hours shall be deemed to be the ordinary hours for that roster period.
- (3) Enrolled Community Nurses and Enrolled Community School Nurses
- (a) A part time nurse means a nurse engaged on a fortnightly contract of service who regularly works less than 38 hours per week.
 - (b) A part time enrolled community nurse who works twenty hours or less per week and part time enrolled community school nurses shall be remunerated at a weekly rate pro rata to the rate prescribed for the class of work on which they are engaged only in the proportion which their ordinary weekly hours bear to thirty eight.
 - (c) Part time nurses who work more than twenty hours per week, other than part time school nurses, shall be remunerated at a weekly rate pro rata to the rate prescribed for the class of work on which they are engaged in the proportion which their ordinary weekly hours bear to forty and such nurses shall accrue time towards accrued days off, as prescribed in Clause 7. - Hours, paragraph (19)(b) for full time employees in the same proportion as used for calculating the weekly wage.
 - (d) Part time nurses shall be allowed sick leave and annual leave in accordance with the provisions of this award, only in the proportion which their weekly hours of duty bear to 38 hours.

26. - WAGES

	Base Rate \$	Arbitrated Safety Net Adjustments \$	Weekly Rate \$
(1) Enrolled Nurse Level One			
1st year of employment	418.80	205.00	623.80
2nd year of employment	423.80	205.00	628.80
3rd year of employment and thereafter	434.70	205.00	639.70
(2) Enrolled Nurse Level Two			
1st year of employment	427.60	205.00	632.60
2nd year of employment	432.70	205.00	637.70
3rd year of employment and thereafter	443.50	205.00	648.50
(3) Enrolled Nurse Level Three	456.10	205.00	661.10
(4) Nursing Assistant (at 19 years of age and over)			
1st year of employment	377.40	203.00	580.40
2nd year of employment	387.80	203.00	590.80
3rd year of employment and thereafter	398.30	203.00	601.30

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

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

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

- (5) Nursing Assistant (under 19 years of age)

The rate shall be a percentage of the total wage prescribed for a Nursing Assistant in his/her first year of employment in subclause (6) of this clause per week, as follows:-

Under 17 years of age	73%
Under 18 years of age	81%
Under 19 years of age	87%

- (6) A Nursing Assistant who has completed her first year of service and who is accepted for training as a Enrolled Nurse, shall be paid not less than she would have received had she continued as a Nursing Assistant.
- (7) (a) Any employee who has passed the examination for registration prescribed by the Nurses' Board of W.A. shall for the purposes of this clause be deemed to be an Enrolled Nurse.
- (b) An Enrolled Nurse undergoing training in a post basic course approved by the Nurses' Board of W.A., will be paid the "first year of employment" rate of wage for his/her appropriate classification level during the training period.
- (c) The ordinary rate of wage prescribed for an Enrolled Nurse in this clause shall be increased by \$12.50 per week when a Registered Enrolled Nurse has obtained a second post basic certificate approved by the Nurses' Board of W.A., and he/she is required to use the knowledge gained in that certificate as part of his/her employment.
- (d) Provided that the provisions of paragraph (c) hereof shall not apply to enrolled community nurses or enrolled community school nurses.
- (8) When the term "year of employment" is used in this clause it shall mean all service whether full time or part time in any of the classifications contained in this award with any hospital covered by this award and shall be calculated in periods of completed months from the date of commencement of work covered by this award. Provided that:-
- (a) "Service" in this context shall have the same meaning as it does in the Long Service Leave conditions appropriate to the employee concerned, but confined to respondents to this award; except where the employer or the Western Australian Industrial Relations Commission deems it appropriate to include service with hospitals not respondent to this award.
- (b) Employees shall be paid the rates shown in this clause according to their year of employment calculated in accordance with the provisions of this subclause. Proof of previous service, if required by the employer, shall rest on the employee; provided that production of the certificate of certificates referred to in subclause (12) of this clause, shall be sufficient proof for the purpose of this paragraph.
- (c) Notwithstanding the provisions of paragraph (b) of this subclause, an Enrolled Nurse who successfully completes a re-registration course following a break in service shall commence employment on the rate prescribed as follows:

- (i) Five year break in service - at third year of employment rate provided that the 1st and 2nd year of service rates have previously been attained.
 - (ii) Six year but less than eight year break in service - at second year of employment rate.
 - (iii) Greater than eight year break in service - at the first year of employment rate.
- (9) Each employee whose service terminates shall at the time of termination be given a certificate signed by the employer in which shall be stated the name of the employee, the period of service, whether the service was full time or part time and the classifications in this award in which work has been carried out.

Provided that where an employee terminates without that employee having given the prescribed period of notice, the employer shall be under no obligation to provide the certificate at the time of termination. The employee shall, however, be entitled to request and receive the certificate at any time after the termination.

- (10) Minimum Wage: No employee employed under this award who is 21 years of age or over shall receive less than the minimum wage prescribed from time to time by the Western Australian Industrial Relations Commission.
- (11) Leading hands shall be paid the ordinary wage prescribed for the classification in which they are employed increased by:
- (a) \$20.05 per week when in charge of not less than three and not more than ten other employees;
 - (b) \$30.20 per week when in charge of more than 10 and not more than 20 other employees; and
 - (c) \$40.25 per week when in charge of more than 20 employees.

The provisions of this subclause shall not apply to enrolled community nurses or enrolled community school nurses.

- (12) The rates herein prescribed shall be increased by the amount of any percentage increase in wages awarded by the Western Australian Industrial Relations Commission to employees covered by this award.

Where any increase in wages is not a percentage increase, the rates of wage shown in this award as relating to afternoon and night shift, permanent shift or weekend work shall be adjusted to reflect the relationship which the additional payment bears to the amount of \$457.65 as at 1st January, 1990.

- (13) The wage rate for an enrolled community school nurse, where such a nurse is not required by the employer to present for duty on any day when the school is not open, shall be calculated as follows:

Weekly wage = the normal rate for an enrolled nurse as prescribed in subclauses (1), (2) or (3) hereof multiplied by 48.5, and divided by 52.166.

27. - STUDY LEAVE

The study leave provisions applicable to Western Australian public servants shall apply to enrolled community nurses and enrolled community school nurses employed under this award.

APPENDIX - RESOLUTION OF DISPUTES REQUIREMENTS

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

SCHEDULE A - PARTIES TO THE AWARD

The following organisation is a party to this award:

The Australian Liquor, Hospitality and Miscellaneous Workers Union, Western Australian Branch.

SCHEDULE B - RESPONDENTS

The Minister for Health
Health Department of WA
189 Royal Street
EAST PERTH WA 6004

Avon Health Service
82 Newcastle Road
NORTHAM WA 6401

Bunbury Health Service
Blair Street
BUNBURY WA 6230

Central Great Southern Health Service
Watson House
Elizabeth Street
KATANNING WA 6317

Central Wheatbelt Health Service
Harris Street
QUAIRADING WA 6383

East Pilbara Health Service
Morgans Street
PORT HEDLAND WA 6721

Eastern Wheatbelt Health Service
Cnr Queen & Mitchell Streets
MERREDIN WA 6415

Gascoyne Health Service
Cleaver Street
CARNARVON WA 6701

Geraldton Health Service
Shenton Street
GERALDTON WA 6530

Harvey-Yarloop Health Service
45 Hayward Street
HARVEY WA 6220

Kimberley Health Service
Clarendon Street
DERBY WA 6728

Lower Great Southern Health Service
Warden Avenue
ALBANY WA 6330

Metropolitan Health Service Board
1 Havelock Street
WEST PERTH WA 6005

Midwest Health Service
Shenton Street
GERALDTON WA 6530

Murchison Health Service

Savage Street
MEEKATHARRA WA 6642

Northern Goldfields Health Services
68 Piccadilly Street
KALGOORLIE WA 6430

Rockingham/Kwinana Health Service
Elanora Drive
ROCKINGHAM WA 6168

South East Coastal Health Service
Suite 11, Balmoral Square
Esplanade
ESPERANCE WA 6450

Upper Great Southern Health Service
Furnival Street
NARROGIN WA 6312

Vasse-Leeuwin Health Service
18 West Street
BUSSELTON WA 6280

Warren Blackwood Health Services
Hospital Avenue
MANJIMUP WA 6258

Wellington Health Service
Deakin Street
COLLIE WA 6225

West Pilbara Health Service
Millstream Road
KARRATHA WA 6714

Western Health Service
Gingin Business Centre
Brockman Street
GINGIN WA 6503

SCHEDULE C - MEMORANDUM OF AGREEMENT

The following provisions relating to Hours of Work are agreed between the parties.

1. TERMINATION

- (a) An employee subject to the provisions of subclause (1) of Clause 7. - Hours who has not taken any Accrued Days Off accumulated during a work cycle in which employment is terminated, shall be paid the total of hours accumulated towards the Accrued Day Off for which payment has not already been made.
- (b) An employee who has taken any Accrued Day Off during a work cycle in which employment is terminated shall have the wages due on termination reduced by the total hours for which payment has already been made but for which the employee had no entitlement toward those Accrued Days Off.

2. WORKERS' COMPENSATION

- (a) 20 Day Work Cycle
 - (i) Where an employee is on workers' compensation for periods of less than one complete 20 day cycle, such employee will accrue towards and be paid for the succeeding Accrued Day Off following such absence.
 - (ii) An employee will not accrue Accrued Days Off for periods of workers' compensation where such period of leave exceeds one or more complete 20 day work cycles.
 - (iii) Where an employee is on workers' compensation for less than one complete 20 day work cycle and an Accrued Day Off falls within the period, the employee will not be re-rostered for an additional Accrued Day Off.
- (b) Twelve Months Work Cycle
 - (i) Where an employee is on workers' compensation for periods less than a total of 20 consecutive work days in a work cycle such employee will accrue towards and be paid for the succeeding Accrued Days Off following such absence.
 - (ii) Where an employee is on workers' compensation for periods greater than a total of 20 consecutive days in a work cycle such employees will have the period of workers' compensation added to the work cycle.
 - (iii) Where an employee is on workers' compensation for periods greater than 20 consecutive work days and an Accrued Day Off as prescribed in subclause (1) of Clause 7. - Hours of this award falls within the period the employee shall be re-rostered for another Accrued Day Off on completion of the 20 day work cycle following such absence.

3. LEAVE WITHOUT PAY

- (a) 20 Day Work Cycle

An employee who is absent on any form of leave without pay during a 20 day work cycle shall not accumulate an entitlement to an Accrued Day Off for the period of such leave nor will the employee be entitled to an Accrued Day Off whilst on leave without pay.
- (b) Twelve Months Work Cycle
 - (i) An employee who is absent on any form of leave without pay for less than a total of five days in any work cycle shall not have payment reduced when proceeding on Accrued Days Off.

- (ii) An employee who is absent on any form of leave without pay for a total of five days or more in any work cycle will have such period of leave added to the work cycle.

4. TRADE OFFS

Meal Charges

Increase meal charges to \$2.00 from January 1, 1985 with a further increase from July 1, 1985 to \$2.50 and a further increase from January 1, 1986 to \$3.00.

From July 1, 1986 it is proposed that the meal charge be further reviewed.

Accommodation

Increase lodging charges under the Board and Lodging (Public Hospitals) Award by 16.3%.

Parking Charges - Teaching Hospitals

Introduction of a standard parking charge of \$5.00 per month for those staff utilising hospital staff carparks. This charge to be reviewed annually.

Tea Charges

Where staff consume morning or afternoon tea at the hospital a charge of 50 cents per week will be made. This charge to be reviewed annually.

Payment by Cheque or into Bank Account

Amendment to the award to provide for the payment by cheque or into a bank account.

Uniforms

Agree to amend award to reflect changes in employers' obligation in respect of uniforms.

Study Periods - Enrolled Nurses

Where a student enrolled nurse is undertaking a period of 'Block Study' the student will not accrue an entitlement to Accrued Days Off.

Other Trade Offs

- No accrual during annual leave or long service leave;
- Strict observance of start and finish times;
- Co-operation in the elimination of restrictive work practices;
- Strict observance of uniform changes before commencement and after the completion of duty.

5. The terms of this Agreement shall not apply to enrolled community nurses or enrolled community school nurses.

DATED at Perth this 24th day of December, 1980.

VARIATION RECORD
ENROLLED NURSES' AND NURSING ASSISTANTS' (GOVERNMENT)
AWARD

NO.R 7 OF 1978

Delivered 24/12/80 at 61 WAIG 304

Consolidated s93(6) 15/02/94 at 74 WAIG 688

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
1. Title				
	Cl.	213/82	28/04/82	62 WAIG 943
(1A. State Wage Principles)				
	Ins. Cl.	1752/91	31/01/92	72 WAIG 191
	Cl. & Title	1457/93	24/12/93	74 WAIG 198
(1A. State Wage Principles December 1993)				
	Cl. & Title	985/94	30/12/94	75 WAIG 23
(1A. Statement of Principles December 1994)				
	Cl. & Title	1164/95	21/03/96	76 WAIG 911
(1A. Statement of Principles March 1996)				
	Cl & Title	915/96	7/08/96	76 WAIG 3368
(1A Statement of Principles - August 1996)				
	Cl & Title	940/97	14/11/97	77 WAIG 3177
(1A. Statement of Principles - November 1997)				
	Cl & Title	757/98	12/06/98	78 WAIG 2579
(1A. Statement of Principles – June, 1998)				
	Del Cl	609/99	06/07/99	79 WAIG 1847
1B. Minimum Adult Award Wage				
	Ins. 1B	940/97	14/11/97	77 WAIG 3177
	Cl.	1071/98	17/07/98	78 WAIG 3520
	Min. Wage & text	609/99	01/08/99	79 WAIG 1847
	Cl.	654/00	01/08/00	80 WAIG 3379

Cl	752/01	01/08/01	81 WAIG 1721
Cl	797/02	01/08/02	82 WAIG 1369
Cl.	569/03	5/06/03	83 WAIG 1899 & 2210
(9)	1197/03	1/11/03	83 WAIG 3537
Cl	570/04	4/06/04	84 WAIG 1521
Cl.	576/05	07/07/05	85 WAIG 2089 & 2414
Cl.	957/05	07/07/06	86 WAIG 1631 & 1947

2. Arrangement

Ins. 32.	307/84	06/07/84	64 WAIG 1281
Ins. Memorandum	74/84	28/12/84	65 WAIG 158
Ins. 33, 34 & 35	857/85	18/12/85	66 WAIG 172
Ins. 36.	163/89	04/04/89	69 WAIG 1551
Ins. 37, 37A & 38	2681/89(R)	11/01/90	70 WAIG 793
Ins. 1A	1752/91	31/01/92	72 WAIG 191
13.	1034/92	18/02/93	73 WAIG 570
Del Sch. Resp., Ins Sch. A Sch. B & Sch. C	522/93	30/04/93	73 WAIG 1652
Cl.	1438/92	27/05/93	73 WAIG 1542
Cl.	1438/92 corr.	27/05/93	73 WAIG 1919
Cl.	436/93	22/07/93	73 WAIG 3435
1A. Title	1457/93	24/12/93	74 WAIG 198
1A. Title	985/94	30/12/94	75 WAIG 23
1A. Title	1164/95	21/03/96	76 WAIG 911
Ins. Appendix - Resolution...	693/96	16/07/96	76 WAIG 2768
Ins. Appendix - S.49B...	694/96	16/07/96	76 WAIG 2789
1A. Title	915/96	7/08/96	76 WAIG 3368
1A	940/97	14/11/97	77 WAIG 3177
Ins. 1B	940/97	14/11/97	77 WAIG 3177
Delete Appendix S 49B	491/98	16/04/98	78 WAIG 1471
1A	757/98	12/06/98	78 WAIG 2579
Del 1A	609/99	06/07/99	79 WAIG 1847

3. Scope

Cl.	1438/92	27/05/93	73 WAIG 1542
Cl.	436/93	22/07/93	73 WAIG 3435

4. Term

5. Area

6. Definitions

Cl.	213/82	28/04/82	62 WAIG 943
CL.	282/84	30/07/84	64 WAIG 1976
Cl	74/84	28/12/84	65 WAIG 158
Cl	CR267/89	01/06/89	69 WAIG 1938
Order 328/84 & CR 267/89 Quashed Ins. (8)	IAC 7/89 74/84	06/10/89 28/12/84	69 WAIG 3219 65 WAIG 158
Cl.	CR267/89 (R)	01/07/89	70 WAIG 35
Ins. (10) & (11)	436/93	22/07/93	73 WAIG 3435
(6)	687/00	16/11/00	80 WAIG 5575

7. Hours

(7)	213/82	28/04/82	62 WAIG 943
Cl.	964/82	06/05/83	63 WAIG 1073
Cl.	74/84	28/12/84	65 WAIG 158
(7)	1007/86	02/08/89	69 WAIG 2722
Cl.	2681/89(R)	11/01/90	70 WAIG 793
Ins. (19)(a) & (b)	436/93	22/07/93	73 WAIG 3435

8. Overtime

Ins. (6)	440/83	22/09/83	63 WAIG 1935
Cl.	282/84	30/07/84	64 WAIG 1976
(5)	807/85	04/11/85	66 WAIG 374
(5) - Rate	1473/89	08/07/91	71 WAIG 2303

(2), (5)	1438/92	27/05/93	73 WAIG 1542
Ins. (7)(8) & (9)	436/93	22/07/93	73 WAIG 3435
(5) rates	1331(A)/96	12/11/96	77 WAIG 239
(5)	866/99	27/08/99	79 WAIG 3035
(5)	687/00	16/11/00	80 WAIG 5575
(5)	988/01	1/3/02	82 WAIG 440
(5)	1025/02	28/01/03	83 WAIG 697
(5)	692/03	11/3/05	85 WAIG 1158
(5)	4/07	12/03/07	87 WAIG 375

9. Standby

Cl. (2)	74/84	28/12/84	65 WAIG 158
(1); Ins. (4) (5) & (6)	436/93	22/07/93	73 WAIG 3435

10. Annual Leave

3 (b)	282/84	30/07/84	64 WAIG 1976
(3) (4)	74/84	28/12/84	65 WAIG 158
Ins. (9) (10)	74/84	28/12/84	65 WAIG 158
(2)	1155/85	19/05/86	66 WAIG 887
Ins after (2)(c)	951/87	15/02/87	68 WAIG 1824
(2)(c)	1438/92	27/05/93	73 WAIG 1542
Ins. (11)	436/93	22/07/93	73 WAIG 3435

11. Public Holidays

Cl	858/84	25/02/85	65 WAIG 463
Cl.	328/84	01/07/89	69 WAIG 1924
Cl.	CR267/89	01/07/89	70 WAIG 35
Order 328/84 & CR 267/89 Quashed	IAC 7/89	06/10/89	69 WAIG 3219
Cl.	328/84	30/06/89	70 WAIG 35
Cl	CR267/89	01/07/89	69 WAIG 1938
Cl.	CR267/89(R)	01/07/89	70 WAIG 35
(1)	2681/89(R)	11/01/90	70 WAIG 793

(1)	1438/92	27/05/93	73 WAIG 1542
Ins. (5)	436/93	22/07/93	73 WAIG 3435
(1) - Rate	1331(B)/96	05/09/97	77 WAIG 2973
(1)	687/00	16/11/00	80 WAIG 5575
(1)	988/01	1/3/02	82 WAIG 440
(1)	1025/02	28/01/03	83 WAIG 697
(1)	692/03	11/3/05	85 WAIG 1158
(1)	4/07	12/03/07	87 WAIG 375

12. Long Service Leave

Cl	74/84	28/12/84	65 WAIG 158
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(13. Maternity Leave)

Ins. (12)	74/84	28/12/84	65 WAIG 158
Del Cl.	1034/92	18/02/93	73 WAIG 570

(13. Parental Leave)

Ins Cl.	1034/92	18/02/93	73 WAIG 570
Del. Cl.	1438/92	27/05/93	73 WAIG 1542

13. Conditions and Allowances

Ins. Cl.	1438/92	27/05/93	73 WAIG 1542
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14. Sick Leave

Ins. (9) (10) (11)	74/84	28/12/84	65 WAIG 158
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(15. Compassionate Leave)

Cl.	74/84	28/12/84	65 WAIG 158
Del. Cl.	1438/92	27/05/93	73 WAIG 1542

15. Dispute Settlement Procedure

Ins. Cl.	1438/92	27/05/93	73 WAIG 1542
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16. Contract of Service

Ins. (4)	1438/92	27/05/93	73 WAIG 1542
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17. Transfer

(2)(a)	282/84	30/07/84	64 WAIG 1976
(2)(a)	807/85	04/11/85	66 WAIG 374
(2) - Rates	1473/89	08/07/91	71 WAIG 2303
(2)(a)	1438/92	27/05/93	73 WAIG 1542
(2)(a) rates	1331(A)/96	12/11/96	77 WAIG 239
(2)(a)	866/99	27/08/99	79 WAIG 3035
(2)(a)	687/00	16/11/00	80 WAIG 5575
(2)(a)	988/01	1/3/02	82 WAIG 440
(2)(a)	1025/02	28/01/03	83 WAIG 697
(2)(a)	692/03	11/3/05	85 WAIG 1158
(2)(a)	4/07	12/03/07	87 WAIG 375

17A. Distant Appointments

Ins. Cl.	436/93	22/07/93	73 WAIG 3435
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17B. Travelling, Transfer and Relief Duty

Ins. Cl.	436/93	22/07/93	73 WAIG 3435
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18. Engagement

19. Laundry and Uniforms

Cl.	379/83	10/11/83	63 WAIG 155
Cl.	74/84	28/12/84	65 WAIG 158
(7).	858/84	25/02/85	65 WAIG 463
(7) - Rate	1473/89	08/07/91	71 WAIG 2303
(7)	1438/92	27/05/93	73 WAIG 1542
Ins. (10)	436/93	22/07/93	73 WAIG 3435
(7) rates	1331(A)/96	12/11/96	77 WAIG 239
Cl.	1173/96	05/03/97	77 WAIG 763

(7) rates	765/97	05/03/97	77 WAIG 1721
(7), (10)(c) & (e)	866/99	27/08/99	79 WAIG 3035
(7), (10)(c) & (10)(e)	687/00	16/11/00	80 WAIG 5575
(7), (10)(c) & (10)(e)	988/01	1/3/02	82 WAIG 440
(7), (10)(c) & (e)	1025/02	28/01/03	83 WAIG 697
(7), (10)(c) & (e)	692/03	11/3/05	85 WAIG 1158
(7), (10)(c) & (e)	4/07	12/03/07	87 WAIG 375

20. Rosters

(21. Time and Wages Book)

Del. Cl.	1438/92	27/05/93	73 WAIG 1542
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(22. Interviews)

Del. Cl.	1438/92	27/05/93	73 WAIG 1542
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(23. Notices)

Del. Cl.	1438/92	27/05/93	73 WAIG 1542
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(24. Board and Lodging)

Renun. Cl.	1438/92	27/05/93	73 WAIG 1542
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21. Board and Lodging

(25. District Allowance)

Cl.	1258/87 & C 176/88	01/01/88	68 WAIG 1681
(6)	278/89	01/01/89	69 WAIG 2297
Gen/Ord. Dist.All.table Corrected Order	- 241/91	01/01/90	71 WAIG 2007
Gen/Ord. Dist.All.table Corrected Order	- 280/91	01/01/91	71 WAIG 2007
Del. Cl.	1438/92	27/05/93	73 WAIG 1542

(26. Emergencies)

Renum. Cl.	1438/92	27/05/93	73 WAIG 1542
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22. Emergencies

(27. Casual Workers)

Renum. & Rename Cl.	1438/92	27/05/93	73 WAIG 1542
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23. Casual Employees

Cl.	436/93	22/07/93	73 WAIG 3435
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(28. Shift Work)

(4)	282/84	30/07/84	64 WAIG 1976
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Cl.	328/84	01/07/89	70 WAIG 35
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Cl	CR267/89	01/07/89	69 WAIG 1938
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Cl.	CR267/89	01/07/89	70 WAIG 35
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Order 328/84 & CR 267/89 Quashed	IAC 7/89	06/10/89	69 WAIG 3219
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Cl.	328/84	30/06/89	70 WAIG 35
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Cl.	CR267/89(R)	01/07/89	70 WAIG 35
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(1), (2) & (3)	2681/89(R)	11/01/90	70 WAIG 793
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Renum. Cl.	1438/92	27/05/93	73 WAIG 1542
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24. Shift Work

(1), (2) & (3) Ins. (4)	1438/92	27/05/93	73 WAIG 1542
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(EDIT NOTE: (4) duplicated by 1438/92)

(1), (2), (3) & (4)	1438/92 corr.	27/05/93	73 WAIG 1919
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Ins. (6)	436/93	22/07/93	73 WAIG 3435
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Rates - (1)(a); (2)(a); (3)	1331(B)/96	05/09/97	77 WAIG 2973
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(1)(a),(2)(a),(3)(a)&(b) rates;	1071/98	17/07/98	78 WAIG 3520
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(1)(a), (2)(a), (3)(a) & (b)	866/99	27/08/99	79 WAIG 3035
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(1)(a), (2)(a), (3)(a) & (3)(b)	687/00	16/11/00	80 WAIG 5575
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(1)(a), (2)(a), (3)(a) & (3)(b)	988/01	1/3/02	82 WAIG 440
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(1)(a), (2)(a), (3)(a) & (b)	1025/02	28/01/03	83 WAIG 697
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(1)(a), (2)(a), (3)(a) & (b)	692/03	11/3/05	85 WAIG 1158
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(1)(a), (2)(a), (3)(a) & (b)	4/07	12/03/07	87 WAIG 375
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(29. Payment of Wages)

(6), Ins. (7);(8)	74/84	28/12/84	65 WAIG 158
Ins. (9)	858/84	25/02/85	65 WAIG 463
Del. Cl.	1438/92	27/05/93	73 WAIG 1542

(30. Part-Time Workers)

(2), (3) & (4)	74/84	28/12/84	65 WAIG 158
Renum. Cl.& Rename Cl.	1438/92	27/05/93	73 WAIG 1542

25. Part Time Employees

Cl.	436/93	22/07/93	73 WAIG 3435
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(31. Wages)

Cl.	19/81	09/01/81	61 WAIG 153
(1) - (4)	66/82	17/02/82	62 WAIG 697
Cl.	213/82	28/04/82	62 WAIG 943
(1) - (4)	592/82	08/11/82	62 WAIG 3029
Cl.	392/83	24/12/83	64 WAIG 155
(8)	52/84	24/12/83	64 WAIG 1118
(5)	807/85	04/11/85	66 WAIG 374
(2)	225/86	30/10/86	66 WAIG 1659
Cl.	759/85	23/12/86	66 WAIG 1659
Cl.	1406/87	24/03/88	68 WAIG 949
Cl	992/88	11/04/88	69 WAIG 1551
Cl.	328/84	01/07/89	69 WAIG 1924
Cl	CR269/89	01/07/89	69 WAIG 1938
Cl.	CR267/89	01/07/89	70 WAIG 35
Order 328/84 & CR 267/89 Quashed	IAC 7/89	06/10/89	69 WAIG 3219
Cl.	328/84	30/06/89	70 WAIG 35
Cl.	CR267/89(R)	01/07/89	70 WAIG 35
new s/c/s & Preamble (1)(2)(3)(4)(5)(6)	2681/89(R)	11/01/90	70 WAIG 793

(15)	2681/89(R)	11/01/90	70 WAIG 793
Del. Cl.	1438/92	27/05/93	73 WAIG 1542

26. Wages

Ins. Cl.	1438/92	27/05/93	73 WAIG 1542
Ins. (7)(d); para (11) & (13)	436/93	22/07/93	73 WAIG 3435
(1)(2)(3) & (4)	1572/93	01/01/95	75 WAIG 405
(1)(2)(3)(4) & (4A)	1116/94	01/07/95	75 WAIG 2322
(1)(2)(3)(4)&(4)(a)	337/96	01/07/96	76 WAIG 2417
(7)&(10) rates	1331(A)/96	12/11/96	77 WAIG 239
(11) rates	1331(A)/96CORR	06/05/97	77 WAIG 1290
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
(1)-(4); (7)(c) rate; (11)	1071/98	17/07/98	78 WAIG 3520
(1)-(4) Rates, Ins Text (4A)	609/99	01/08/99	79 WAIG 1847
(7)(c) & (11)(a),(b) & (c)	866/99	27/08/99	79 WAIG 3035
Cl.	654/00	01/08/00	80 WAIG 3379
(7)(c) & (11)	687/00	16/11/00	80 WAIG 5575
Cl	752/01	01/08/01	81 WAIG 1721
(7)(c) & (11)(a),(b) & (c)	988/01	1/3/02	82 WAIG 440
(1), (2), (3) & (4)	797/02	01/08/02	82 WAIG 1369
(7)(c) & (11)(a), (b) & (c)	1025/02	28/01/03	83 WAIG 697
Cl.	569/03	5/06/03	83 WAIG 1899 & 2210
Cl	570/04	4/06/04	84 WAIG 1521 & 1745
(7)(c) & (11)	692/03	11/3/05	85 WAIG 1158
Cl.	576/05	07/07/05	85 WAIG 2089 & 2414
Cl.	957/05	07/07/06	86 WAIG 1631 & 1947
(7)(c) & (11)	4/07	12/03/07	87 WAIG 375

27. Study Leave

Ins. Cl.	436/93	22/07/93	73 WAIG 3435
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Appendix - Resolution of Disputes Requirements

Ins. Appendix	693/96	16/07/96	76 WAIG 2768
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App	2053/97	22/11/97	77 WAIG 3079
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(32. Fares and Travelling Time)

Ins. Cl	307/84	06/07/84	64 WAIG 1281
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Del. Cl.	1438/92	27/05/93	73 WAIG 1542
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(33. (Junior Employees-Special Orders)

69/85	04/07/85	65 WAIG 1331
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(33. Deduction of Union Subscriptions)

Ins. 33.	857/85	18/12/85	66 WAIG 172
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Del. Cl.	1438/92	27/05/93	73 WAIG 1542
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(34. Trade Union Training Leave)

Ins. 34.	857/85	18/12/85	66 WAIG 172
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Del. Cl.	1438/92	27/05/93	73 WAIG 1542
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(35. Leave to Attend Union Business)

Ins. 35.	857/85	18/12/85	66 WAIG 172
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Del. Cl.	1438/92	27/05/93	73 WAIG 1542
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(36. Paid Leave for English Language Training)

Ins. 36	163/89	04/04/89	69 WAIG 1551
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Del. Cl.	1438/92	27/05/93	73 WAIG 1542
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(37. Introduction of Change)

Ins.Cl.	2681/89(R)	11/01/90	70 WAIG 793
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Del. Cl.	1438/92	27/05/93	73 WAIG 1542
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(37A. Award Modernisation)

Ins.Cl.	2681/89(R)	11/01/90	70 WAIG 793
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Del. Cl.	1438/92	27/05/93	73 WAIG 1542
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(38. Dispute Settlement Procedure)

Ins.Cl.	2681/89(R)	11/01/90	70 WAIG 793
Del. Cl.	1438/92	27/05/93	73 WAIG 1542

Schedule A - Parties to the Award

Ins. Sch.	522/93	30/04/93	73 WAIG 1652
Text	866/99	27/08/99	79 WAIG 3035
Sch.	687/00	16/11/00	80 WAIG 5575

(Schedule of Respondents)

Rename Sch.	522/93	30/04/93	73 WAIG 1652
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Schedule B - Respondents

Add Respondents	436/93	22/07/93	73 WAIG 3435
Delete Respondent	99/95	10/5/95	75 WAIG 1915
Delete Respondent	76/80 pt 183	09/09/97	77 WAIG 2756
Delete Respondents	76/80 pt 200	30/04/98	78 WAIG 1882
Sch.	687/00	16/11/00	80 WAIG 5575

(Memorandum of Agreement)

Ins. Memorandum	74/84	28/12/84	65 WAIG 158
2.(b)(iii)	807/85	04/11/85	66 WAIG 374
Rename Sch.	522/93	30/04/93	73 WAIG 1652

Schedule C - Memorandum of Agreement

Ins. (5)	436/93	22/07/93	73 WAIG 3435
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(Appendix - S.49B - Inspection of Records Requirements)

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