

WA Health - HSU Award 2006

1. - TITLE

This Award shall be known as the WA Health - HSU Award 2006 (referred to as the Award).

1B. - MINIMUM ADULT AWARD WAGE

- (1) No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.
- (2) The minimum adult award wage for full-time employees aged 21 or more working under an award that provides for a 38 hour week is \$746.90 per week.

The minimum adult award wage for full-time employees aged 21 or more working under awards that provide for other than a 38 hour week is calculated as follows: divide \$746.90 by 38 and multiply by the number of ordinary hours prescribed for a full time employee under the award.

The minimum adult award wage is payable on and from the commencement of the first pay period on or after 1 July 2019.

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

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2019 State Wage order decision. Any increase arising from the insertion of the minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above

award payments include wages payable pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

(10) Adult Apprentices

- (a) Notwithstanding the provisions of this clause, the minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for a 38 hour week is \$638.20 per week.
- (b) The minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for other than a 38 hour week is calculated as follows: divide \$638.20 by 38 and multiply by the number of ordinary hours prescribed for a full time apprentice under the award.
- (c) The minimum adult apprentice wage is payable on and from the commencement of the first pay period on or after 1 July 2019.
- (d) Adult apprentices aged 21 years or more employed on a part-time basis shall not be paid less than pro rata the minimum adult apprentice wage according to the hours worked.
- (e) The rates paid in the paragraphs above to an apprentice 21 years of age or more are payable on superannuation and during any period of paid leave prescribed by this award.
- (f) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.

2. - ARRANGEMENT

- 1. Title
- 1B. Minimum Adult Award Wage
- 2. Arrangement
- 3. Effect, Area and Scope
- 4. Named Parties to the Award
- 5. Term
- 6. Definitions
- 7. Contract of Service
- 8. Salaries
- 9. Payment of Salaries
- 10. Higher Duties
- 11. Hours
- 12. Overtime
- 13. Meal Money
- 14. Holidays and Annual Leave
- 15. Short Leave/Bereavement Leave
- 16. Sick Leave
- 17. Parental Leave
- 18. Long Service Leave
- 19. Motor Vehicle Allowances
- 20. Travelling
- 21. Transfers
- 22. Travelling Time
- 23. Relieving or Special Duty

24. Travelling, Transfers and Relieving Duty - Rates of Allowance
25. Removal Allowance
26. Dirty Work
27. Dispute Settlement Procedure
28. Shift Work
29. Protective Clothing and Uniforms
30. District Allowance
31. Child Allowance
32. Channel of Communication
33. Part-Time Employees
34. Property Allowance
35. Casual Employees
36. Leave to Attend Union Business
37. Trade Union Training Leave
38. Introduction of Change
39. Skills Acquisition
40. Traineeships
41. Flexibility Agreements
42. Salary Packaging
43. Preservation of Rights

Schedule A - Minimum Salaries

Schedule B - Classes and/or Groups and/or Callings Covered

Schedule C - Employers Bound and/or Named Parties to the Award

3. – EFFECT AREA AND SCOPE

(1) This Award shall extend to and bind:

- (a) All salaried employees engaged in professional, administrative, clerical, technical, and supervisory capacities - including those employed in the callings listed in "Schedule B - Classes and/or Groups and/or Callings Covered" - employed in the industry and/or industries of any public hospital and/or health service operated by the boards of any public hospital and or health service constituted under the Hospital and Health Services Act 1927 (as amended) in such hospitals or for the provision of health services in any district or area in which boards are required or have a duty to provide such services including, but not limited to, the boards of the hospitals and health services named in "Schedule C - Employers Bound and/or Named Parties to the Award"; and

(b) All employers employing those employees;

and

(2) Shall operate throughout the State of Western Australia.

(3) Notwithstanding subclause (1) of this clause, this Award shall not extend to and bind:

- (a) Employees employed in the profession or industry of nursing and being registered or entitled to be registered with the Nurses Board of Western Australia howsoever titled;
- (b) Medical practitioners as defined in the Medical Act 1894 including any medical student registered or otherwise authorised and employed to perform duties which would usually be performed by a medical practitioner;
- (c) All salaried employees (being professional, administrative, clerical, technical and supervisory employees) employed by the Metropolitan Health Service Board or by any other Western Australian State Government person, enterprise or corporation in the Perth Dental Hospital and Community Dental Services or any other entity howsoever described or named which provides any of the services

provided by Perth Dental Hospital or by the Dental Services Branch of the Health Department of Western Australia as at 30 April 1998 (referred to collectively as "the Dental Hospital"), provided that where from time to time the provision of dental services is devolved from management and control of the Dental Hospital, to the management and control of an individual Public Hospital Health Service such that the individual Public Hospital Health Service has permanent management control of employees and the provision of dental services at the Public Hospital Health Service then such employees will not be excluded from coverage of this Award;

- (d) All salaried employees (being professional, administrative, clerical, technical and supervisory employees) employed by the Metropolitan Health Services Board at Graylands Selby-Lemnos and Special Care Health Services ("GSL") who, as at 6 May 1998 were financial members of the Civil Service Association of Western Australia Incorporated, while they remain employed at the GSL and financial members of the CSA;
 - (e) Any employees employed in callings which as at 30 March 2006 would have made them eligible for coverage by an award of the Liquor, Hospitality and Miscellaneous Union, Western Australian Branch.
- (4) This Award cancels and replaces the Hospital Salaried Officers Award 1968, provided that any orders, agreements and/or arrangements made pursuant to the replaced award will continue under this Award with any variations necessary to allow references to the Award to be correctly read unless specifically cancelled, discontinued or replaced.

4. - NAMED PARTIES TO THE AWARD

The named parties to the Award are:

- (1) The Health Services Union of Western Australia (Union of Workers); and
- (2) The employers listed in Schedule C - Employers Bound and/or Named Parties to the Award.

5. - TERM

- (1) This Award cancels and replaces the Hospital Salaried Officers Award, 1968, No. 39 of 1968, as amended.
- (2) This Award has effect on and from the date of registration until such time as it is cancelled or replaced.

6. - DEFINITIONS

- (1) "Metropolitan Area" means, that area within a radius of fifty kilometres from the Perth Railway Station.
- (2) "Married Employee" means, an employee who is required to maintain a home and support dependants therein.
- (3) "A Day" means, for the purposes of Clauses 20, 21, 23, 25, 27 and 28, from midnight to midnight.
- (4) "Headquarters" means, that hospital in which the principal work is carried out, as defined by the employer.
- (5) "Day Employee" means, an employee who works his/her ordinary hours from Monday to Friday inclusive and who commences work on such days after 6.00 a.m. and before 12.00 midday.
- (6) "Shift employee" means, an employee who is not a day employee as defined.
- (7) "Union" shall mean the Health Services Union of Western Australia (Union of Workers).
- (8) "Spouse" means, an employee's spouse/partner including defacto spouse/partner.

- (9) “Defacto spouse/partner” means, a person of either opposite or same sex who is co-habiting with another person as that person’s partner on a bona fide domestic basis, although not actually married to that person, as if for all intents and purposes they are lawfully married.

7. - CONTRACT OF SERVICE

- (1) (a) Upon employment an employee shall be appointed to a position and classification level and salary increment point within that level, and upon appointment to a new position an employee shall be appointed to a classification level and salary increment point within that level.
- (b) During the first six (6) months of employment the contract of service shall be by the fortnight and may be terminated by two (2) weeks' notice on either side given in writing on any day or by the payment by the employer, or the forfeiture by the employee, of an amount equal to two (2) weeks' salary provided that, a lesser period of notice may be agreed, in writing between the employer and the employee concerned.
- (2) (a) On the completion of six (6) months' employment the contract of service shall be by the month unless the employer notifies the employee of an intention to continue the contract of service on a fortnightly basis for a further period of up to six (6) months in which case the provisions of subclause (1)(a) of this clause will apply during that period.
- (b) Where the employer notifies an employee of an intention to continue the contract of service on a fortnightly basis and the employment continues for a period of twelve (12) months the employer shall terminate the contract of service forthwith by one (1) month's notice given in writing on any day or by the payment of an amount equal to one (1) month's salary or, if the employer fails to do so, the contract of service shall be deemed to be by the month.
- (3) An employee whose contract of service is by the month may terminate the contract of service by one (1) month's notice given in writing on any day or the forfeiture of an amount equal to one (1) month's salary provided that, a lesser period of notice may be agreed, in writing, between the employer and the employee concerned.
- (4) The employer may terminate the contract of service of any employee, whose contract of service is by the month, by one (1) month's notice given in writing on any day but only if:
- (a) The employer has followed the disciplinary procedure in accordance with subclause (3) of Clause 27. - Dispute Settlement Procedure of this Award, and is satisfied that the employee is guilty of;
- (i) wilful disobedience or disregard of any lawful order made or given by any person having authority to make or give such an order;
- (ii) being negligent or careless in the discharge of his/her duties;
- (iii) being inefficient or incompetent in the discharge of his/her duties and such inefficiency or incompetency appears to arise from causes within his/her own control;
- (iv) using intoxicating beverages to excess; or
- (v) disgraceful or improper conduct.
- (b) The employee is convicted of any indictable offence;
- (c) On the basis of medical evidence, the employee does not have the capacity to continue to carry out the duties of his/her position; or
- (d) The position occupied by an employee is no longer considered necessary and there is no suitable alternative employment available, provided that in such case, termination is subject to the minimum

notification required in accordance with subclause (6) of this clause, and to the prevailing redeployment and redundancy provisions, and laws applying to public sector employees.

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

8. - SALARIES

The minimum rates of salaries to be paid to employees covered by this Award shall be those set out in Schedule A – Minimum Salaries attached to this Award. Nothing contained in this Award shall preclude the payment by way of an allowance an amount in addition to that prescribed for the classification of a position.

9. - PAYMENT OF SALARIES

- (1) Salaries shall be paid fortnightly but, where the usual pay day falls on a holiday prescribed in Clause 14. – Holidays and Annual Leave of this Award, payment shall be made on the previous day.
- (2) A fortnight's salary shall be computed by dividing the annual salary rate by 313 and multiplying the result by 12.
- (3) The hourly rate shall be calculated as one seventy-fifth of the fortnight's salary.
- (4) Salaries shall be paid by direct funds transfer to the credit of an account nominated by the employee at such bank, building society or credit union approved by the employer. Provided that where such form of payment is impractical or where some exceptional circumstances exist and by agreement between the employer and the Union, payment by cheque may be made.
- (5) Annual increments shall be subject to the employee's satisfactory performance over the preceding twelve months, which shall be assessed according to an agreed system of performance appraisal.

10. - HIGHER DUTIES

- (1) An employee, who is directed by the employer or a duly authorized senior employee to act in an office which is classified higher than his/her own and who performs the full duties and accepts the full responsibility of the higher office for five (5) consecutive working days or more, shall, subject to the provisions of this Award, be paid an allowance equal to the difference between his/her own salary and the salary he/she would receive if he/she were permanently appointed to the office in which he/she is so directed to act.

- (2) Where the full duties of a higher office are temporarily performed by two (2) or more employees they shall each be paid an allowance as determined by the employer: Provided that any dispute or disagreement as to the amount of any such allowance shall be resolved in accordance with Clause 27. – Dispute Settlement Procedure of this Award.
- (3) Where an employee is directed to act in an office which has an incremental range of salaries he/she shall be entitled to receive an increase in higher duties allowance equivalent to the annual increment he/she would have received had he/she been permanently appointed to such office: Provided that acting service with allowances for acting in offices of the same classification or higher than the office during the eighteen (18) months preceding the commencement of so acting shall aggregate as qualifying service towards such an increase in the allowance.
- (4) Where an employee, who has qualified for payment of higher duties allowance under this clause, is required to act in another office or other offices classified higher than his/her own for periods of less than five (5) consecutive working days without any break occurring in acting service, he/she shall be paid a higher duties allowance in respect of such further period or periods of so acting: Provided that payment shall be made at the highest rate the employee has been paid during his/her term of continuous acting or at the rate applicable to the office in which he/she is currently acting, whichever is the less.
- (5) Where an employee who is in receipt of an allowance granted under this clause and has been so for a continuous period of twelve (12) months or more, proceeds on:
 - (a) A period of normal annual leave; or
 - (b) A period of any other approved leave of absence of not more than one (1) calendar month;

the employee shall continue to receive the allowance for the period of leave. This subclause shall also apply to an employee who has been in receipt of an allowance for less than twelve (12) months if during his/her absence no other employee acts in the office in which the employee was acting immediately prior to proceeding on leave and the employee resumes in the office immediately after his/her leave.

For the purposes of this subclause, the expression:

- (c) "Normal annual leave" shall mean the annual period of leave referred to in subclause (4) and subclause (8) of Clause 14. - Holidays and Annual Leave of this Award and shall include any holidays mentioned in subclause (1) of that clause and leave in lieu accrued during the preceding twelve (12) months, taken in conjunction with such annual leave;
 - (d) "Any other approved leave of absence" shall include any period of long service leave of not more than one (1) calendar month.
- (6) Where an employee who is in receipt of an allowance granted under this clause proceeds on:
 - (a) A period of annual leave in excess of the normal; or
 - (b) A period of any other approved leave of absence of more than one (1) calendar month;

he/she shall not be entitled to receive payment of such allowance for the whole or any part of the period of such leave.

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

The allowance may be adjusted during the period of higher duties.

11. - HOURS

- (1) (a) Except as provided in subclause (3) and, subject to the provisions of subclause (2) of this clause the ordinary hours of work shall be an average of thirty seven and one half (37½) per week and shall be worked by one of the following arrangements:
 - (i) Prescribed hours of work of thirty seven and one half (37½) per week;
 - (ii) Flexitime roster covering a settlement period of four (4) weeks;
 - (iii) Actual hours of seventy five (75) over nine (9) days with the tenth day to be taken as a paid rostered day off;
 - (iv) Such other arrangements as are agreed between the employer and employee; or
 - (v) Where the Union and the employer so agree, shifts of more than ten (10) hours but not more than twelve (12) hours may be worked for the purpose of trialling alternative shift arrangements only.
 - (b) The operation of working arrangements prescribed in paragraph (a) above, shall be consistent with those working arrangements prescribed in Administrative Instruction 701, Hours of Duty, governing State Public Service employees.
 - (c) Where an employer has made a definite decision to introduce changes to shift rosters or employees' ordinary hours, the employer shall notify the employees who may be affected by the proposed changes and the Union as soon as the decision has been made and before the changes are to be introduced. Discussion with the employees and Union shall occur consistent with Clause 38. - Introduction of Change of this Award.
- (2) Notwithstanding the provisions of this clause to the contrary, employees who on the 13 March, 1979, were employed to work the ordinary hours prescribed in subclause (1) hereof on four (4) days of the week shall continue to work such hours on such number of days of the week, provided that any change in the number of days of the week on which such ordinary hours may be worked, shall be the subject of agreement between the Union and the employer or failing agreement as determined in accordance with Clause 27. – Dispute Settlement Procedure of this Award.
 - (3) Notwithstanding anything elsewhere contained in this Award, X-Ray staff who on the 14 September, 1961, were employed by any of the respondents to this Award on a thirty-five (35) hour and four (4) week annual leave basis shall continue to be employed on such basis whilst employed by any of the said respondents.

12. - OVERTIME

- (1) Subject to the provisions of subclauses (3) and (11) of this clause and, except as provided in subclause (2) of this clause, all time worked at the direction of the employer outside an employee's ordinary working hours shall be paid for at the rate of time and a half for the first three (3) hours and double time thereafter.
- (2) (a) Subject to the provisions of subclauses (3) and (11) of this clause all time worked at the direction of the employer outside an employee's ordinary working hours on any day between midnight and 6.00 a.m. or on a Saturday after 12.00 midday or on a Sunday shall be paid for at the rate of double time.
- (b) Subject to the provisions of subclauses (3) and (11) of this clause all time worked at the direction of the employer outside an employee's normal hours of labour or ordinary hours in the case of a shift employee on a public holiday observed in accordance with Clause 14. - Holidays and Annual Leave of this Award shall be paid for at the rate of double time and a half of the ordinary time rate.

- (3) Subclauses (1) and (2) of this clause shall not apply in respect of any day on which the time worked, in addition to the ordinary hours, is less than thirty (30) minutes.
- (4) In lieu of payment for overtime an employee, on request, may be allowed time off proportionate to the payment to which the employee is entitled but if the employee so requests in writing the employee shall be allowed such time off up to a maximum of five (5) days in each year of service. Time off shall be taken at a time convenient to the employer.
- (5) Notwithstanding anything contained elsewhere in this clause an employee, whose salary exceeds that determined from time to time as the maximum payable to an employee in Level 6, shall:
 - (a) Be entitled to the benefit of the provisions of this clause if the employee is rostered to work regular overtime or is instructed by his/her employer to hold him/herself on-call in accordance with the provisions of subclause (10) of this clause; or
 - (b) In all other cases but subject to the provisions of subclause (3) of this clause, be allowed time off equivalent to the overtime worked. Such time off shall be taken at a time convenient to the employer.
- (6) Payment for overtime shall be computed at the rate applicable to the day on which the overtime is worked which shall include any loading for afternoon or night shift, provided that with the exception of overtime worked on public holidays the maximum rate payable under this Award shall not exceed double the ordinary time rate.
- (7) For the purpose of assessing overtime each day shall stand alone.
- (8) An employee required to work overtime beyond 2.00 p.m., or beyond 7.00 p.m. on any day shall be allowed an unpaid break of at least thirty (30) minutes between 12.00 midday and 2.00 p.m. or between 5.00 p.m. and 7.00 p.m. as the case may be.
- (9)
 - (a) Subject to the provisions of paragraph (b) of this subclause an employee, other than one accommodated at the hospital, who is recalled to work for any purpose shall be paid a minimum of two (2) hours at the appropriate overtime rate but the employee shall not be obliged to work for two (2) hours if the work for which the employee was recalled is completed in less time, provided that if an employee is called out within two (2) hours of starting work on a previous call the employee shall not be entitled to any further payment for the time worked within that period of two (2) hours.
 - (b) Where an employee, other than one accommodated at the hospital, is recalled to work for any purpose, within two (2) hours of commencing normal duty, the employee shall be paid at the appropriate overtime rate for that period up until the commencement time of normal duty, but the employee shall not be obliged to work for the full period if the work for which the employee was recalled is completed in less time.
 - (c) Where an employee is recalled to duty in accordance with paragraphs (a) or (b) of subclause (9) of this clause, then the payment of the appropriate overtime rate shall commence from:
 - (i) In the case of an employee who is on-call, from the time the employee starts work; or
 - (ii) In the case of an employee who is not on-call, time spent travelling to and from the place of duty where the employee is actually recalled to perform emergency duty shall be included with actual duty performed for the purpose of overtime payment;

Provided that where an employee is recalled within two (2) hours of commencing normal duty, only time spent in travelling to work shall be included with actual duty for the purpose of overtime payment.

 - (d) An employee other than one accommodated at the hospital shall, if recalled to work:

- (i) Except as provided in placitum (ii) of this paragraph, be provided free of charge with transport from his/her home to the hospital and return or, be paid the vehicle allowance provided in Clause 19. – Motor Vehicle Allowances of this Award.
 - (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 his/her home to the hospital or, be paid the vehicle allowance provided in Clause 19. – Motor Vehicle Allowances of this Award for the journey from the employee's home to the hospital.
- (10)
 - (a) For the purposes of this Award an employee is on-call when they are directed by the employer to remain at such a place as will enable the employer to readily contact him/her during the hours when the employee is not otherwise on duty. In so determining the place at which the employee shall remain, the employer may require that place to be within a specified radius from the hospital.
 - (b) An employee shall be paid an hourly allowance equal to 18.75% of 1/37.5th of the minimum weekly salary rate prescribed from time to time for a Medical Scientist: Provided that payment in accordance with this paragraph shall not be made with respect to any period for which payment is otherwise made in accordance with the provisions of this clause when the employee is recalled to work.
 - (c) Where the employer determines that there is a need for an employee to be on-call or to provide a consultative service and the means of contact is to be by telephone or telepage, the employer shall where the telephone is not already installed bear the cost of such installation.
 - (d)
 - (i) Where the employee pays or contributes towards the payment of the rental of such telephone the employer shall pay the employee an amount being a proportion of the telephone rental calculated on the basis that for each seven days on which an employee is required to be on-call, the employer shall pay the employee 1/52nd of the annual rental paid by the employee.
 - (ii) Provided that where as a usual feature of the work an employee is regularly required to be on-call or to provide a consultative service the employer shall pay the full amount of the telephone rental.
 - (e) Where the employer determines that the means of contact is to be by a telepage or similar device the employer shall supply such device to the employee at no cost to the employee.
 - (f) Where the employer determines otherwise or it is not possible to contact an employee by telephone or telepage, the employer may send a taxi to the employee's residence or such other place with instructions for the employee to return to work.
 - (g) Notwithstanding the provisions of this subclause, where the employer and the Union, in writing agree, other arrangements may be made for compensation of on-call work.
- (11) An Engineer or Maintenance Officer working singly in a hospital may be required by the hospital to hold himself/herself available for duty outside normal working hours in accordance with the following provisions:
 - (a) No restriction shall be placed on the Engineer's (or Maintenance Officer's) movements but he/she shall be required to advise the hospital of his/her whereabouts while he/she remains in the metropolitan area or in the country town in which he/she is employed;
 - (b) Before the Engineer (or Maintenance Officer) leaves the metropolitan area or the country town in which he/she is employed, at any time outside normal working hours, he/she shall advise the hospital of the following:
 - (i) The present condition of the engineering services in the hospital;
 - (ii) The name of any hospital employee or private tradesman who may be contacted in the event of an emergency;

- (iii) Where he/she will be located in his/her absence and how he/she may be contacted if necessary, to provide advice and consultation; and
 - (iv) The approximate duration of his/her proposed absence;
- (c) In lieu of payment of any allowance for being required to hold him/herself available for duty outside normal working hours and any overtime worked, each Engineer or Maintenance Officer working singly in a hospital shall be entitled to an additional two (2) weeks' leave per annum with pay and an allowance equivalent to 7% of the Level 4 point 4 salary.
- (12) An Engineer employed at Royal Perth Hospital, Sir Charles Gairdner Hospital, Princess Margaret Hospital, Fremantle Hospital or King Edward Memorial Hospital rostered for on-call duty shall be available at all times for duty outside ordinary working hours.

In lieu of payment of the prescribed allowance and any overtime worked each Engineer shall be entitled to an additional two (2) weeks' leave per annum with pay and an allowance equivalent to 4% of the Level 5 point 3 salary.

- (13) A Medical Imaging Technologist employed at a hospital employing no more than two (2) Medical Imaging Technologists may be required by the employer to hold him/herself available for duty outside of normal working hours in accordance with the following provisions:
- (a) No restriction shall be placed on the Medical Imaging Technologist's movements but he/she shall be required to advise the hospital of his/her whereabouts while he/she remains in the metropolitan area or in the country town in which he/she is employed;
 - (b) Before a Medical Imaging Technologist leaves the metropolitan area or the country town in which he/she is employed, he/she shall advise the hospital of where he/she may be located in his/her absence, how he/she may be contacted if necessary and the approximate duration of his/her proposed absence;
 - (c) Subject to paragraph (d) of this subclause the Medical Imaging Technologist shall be available to provide an emergency service only and shall only be called into work by a Doctor who is giving treatment and who, in the course of that treatment, determines that x-rays are required urgently to ensure the proper care and management of the patient;
 - (d) Where, because of the nature of the emergency treatment being given, it is not possible for the Doctor to personally contact the Medical Imaging Technologist, another person may contact the Medical Imaging Technologist and request the Medical Imaging Technologist's attendance on the Doctor's behalf;
 - (e) A Medical Imaging Technologist called into work in accordance with paragraphs (c) and (d) of this clause shall attend at the required location to perform the service as soon as practicable following receipt of the call;
 - (f) A Medical Imaging Technologist who is required by the employer to hold him/herself available for duty outside of normal working hours in accordance with this subclause shall be entitled to an allowance equivalent to 11.5% of the minimum weekly salary rate prescribed from time to time in respect of classification Level 3 First Year as contained in Schedule A – Minimum Salaries of this Award;
 - (g) A Medical Imaging Technologist who is required by the employer to hold him/herself available for duty outside of normal working hours and who is recalled to work shall be paid overtime at the appropriate overtime rate in accordance with this clause;
 - (h) A Medical Imaging Technologist who is required by the employer to hold him/herself available for duty outside of normal working hours in accordance with this subclause may also be placed 'on-call' by the employer in accordance with the 'on-call' provisions contained in subclause (10) of this clause.

Payment for any such 'on-call' duties shall be at the rate prescribed in subclause (10)(b) of this clause, and shall be in addition to the availability allowance prescribed in paragraph (f) above;

- (i) Notwithstanding the foregoing provisions of this Award where the employer and the Union agree, in writing, emergency availability services may be provided in those hospitals where more than two (2) Medical Imaging Technologists are employed.
- (14) Notwithstanding the foregoing provisions of this clause, where the employer and the Union agree, in writing, other arrangements may be made for compensation in lieu of payment of overtime.
- (15) (a) Where an employee performs overtime duty after the time at which normal hours of duty end on one day and before the time at which normal hours of duty are to commence on the next succeeding day which results in the employee not being off duty between these times for a continuous period of not less than ten (10) hours, the employee shall be entitled to be absent from duty without loss of salary, until from the time the employee ceased to perform overtime duty the employee has been off duty for a continuous period of ten (10) hours.
- (b) Provided that where an employee is required to return to or continue work without the break provided in paragraph (a) of this subclause, then the employee shall be paid at double the ordinary rate until released from duty, or until the employee has had ten consecutive hours off duty without loss of salary for ordinary working time occurring during such absence.
- (c) Where an employee (other than a casual employee or an employee engaged on continuous shift work) is called into work on a Sunday or holiday preceding an ordinary working day, the employee shall, whenever reasonably practicable, be given ten consecutive hours off duty before the employee's usual starting time on the next day. If this is not practicable then the provision of paragraph (b) shall apply.
- (d) The provisions of this subclause shall apply in the case of shift employees who rotate from one shift to another, as if eight (8) hours were substituted for ten (10) when overtime is worked for the purpose of changing shift rosters.
- (e) The provisions of paragraphs (a) and (b) of this subclause shall not apply to employees included in subclause (10) of this clause.

13. - MEAL MONEY

- (1) An employee required to work overtime before or after the employee's ordinary working hours on any day shall, when such additional duty necessitates taking a meal away from the employee's usual place of residence, be supplied by the employer with any meal required or be reimbursed for each meal purchased at the rate of \$9.00 for breakfast, \$11.05 for the midday meal, and \$13.25 for the evening meal: Provided that the overtime worked before or after the meal break totals not less than two (2) hours. Such reimbursement shall be in addition to any payment for overtime to which the employee is entitled.
- (2) The rates prescribed in this clause shall be varied in accordance with any movement in the equivalent allowances in the Public Service Award, 1992.

14. - HOLIDAYS AND ANNUAL LEAVE

- (1) (a) The following days or the days observed in lieu thereof shall, be allowed as holidays without deduction of pay, namely New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day, Boxing Day, provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in this subclause.

- (b) Where any of the days mentioned in subclause (1)(a) hereof falls on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday, the holiday shall be observed on the next succeeding Tuesday.
- (2) (a) When any of the days observed as a holiday in this clause fall during a period of annual leave the holiday or holidays shall be observed on the next succeeding work day or days as the case may be after completion of that annual leave.
(b) When any of the days observed as a holiday as prescribed in this clause fall on a day when a shift employee is rostered off duty and the employee has not been required to work on that day they shall be paid as if the day was an ordinary working day or if the employer agrees be allowed to take a day's holiday in lieu of the holiday at a time mutually acceptable to the employer and the employee.
- (3) (a) Any employee, subject to paragraph (b) of this subclause, who is required to work on the day observed as a holiday as prescribed in this clause in his/her normal hours of labour or ordinary hours in the case of a shift employee shall be paid for the time worked at the rate of double time and a half or if the employer agrees be paid for the time worked at the rate of time and a half and in addition be allowed to observe the holiday on a day mutually acceptable to the employer and the employee.
(b) (i) An employee who is instructed by his/her employer to hold himself on-call in accordance with the provisions of subclause (10) of Clause 12. – Overtime of this Award on a day observed as a public holiday during his/her normal hours of labour or his/her ordinary hours in the case of a shift employee shall be allowed to observe that holiday on a day mutually acceptable to the employer and the employee.
(ii) An employee who is holding him/herself on-call during the period specified in the preceding paragraph in accordance with subclause (10) of Clause 12. – Overtime of this Award shall be paid for any time worked during the period at the rate of time and a half in accordance with the provisions of subclause (9) of Clause 12. – Overtime of this Award.
(c) An employee who is required to work on a public holiday outside of the hours referred to in subclause (3)(a) hereof shall be paid in accordance with subclause (2)(b) of Clause 12. – Overtime of this Award.
- (4) Except as hereinafter provided a period of four (4) consecutive weeks' leave shall be allowed to an employee by his/her employer after each period of twelve (12) months' continuous service with such employer and this entitlement shall accrue pro-rata on a weekly basis.
- (5) Where an employer and an employee have not agreed when the employee is to take his or her annual leave, subject to subclause (6) of this clause, the employer is not to refuse the employee taking, at any time suitable to the employee, any period of annual leave the entitlement to which accrued more than twelve (12) months before that time.
- (6) The employee is to give the employer at least two (2) weeks' notice of the period during which the employee intends to take his or her leave unless a lesser period is agreed between the employee and the employer.
- (7) The employee shall be paid for any period of annual leave prescribed by this clause at the ordinary rate of salary, and in the case of shift employees that rate of salary shall include the shift and weekend penalties the employee would have received had the employee not proceeded on annual leave. Where it is not possible to calculate the shift and weekend penalties the employee would have received, the employee shall be paid at the rate of the average of such payments made each week over the four (4) weeks prior to taking leave.
- (8) By mutual agreement, an employee may be allowed to take the annual leave prescribed by this clause before the completion of twelve (12) months' continuous service as prescribed by subclause (4) of this clause.
- (9) (a) (i) If after one (1) calendar month's continuous service in any qualifying twelve (12) monthly period, an employee leaves his/her employment or his/her employment is terminated by the employer through no fault of the employee, the employee shall be paid pro-rata annual leave calculated according to the following formula:

Completed Calendar Months' of Service Pro-Rata Annual Leave (Working Days)

1	2
2	3
3	5
4	7
5	8
6	10
7	12
8	13
9	15
10	17
11	18

- (ii) An employee provided for in subclause (10) of this clause shall, in addition to the payment prescribed in paragraph (a) (i), be paid one day's pay at his/her ordinary rate of salary in respect of each seven Sundays and/or public holidays worked in the period, provided that the maximum additional payment shall not exceed five (5) days' pay.
- (iii) An employee who commences on the first working day of the month and works for the remainder of the month and an employee who has worked throughout a month and terminates on the last working day of a month shall be regarded as having completed that calendar month of service.
- (iv) Notwithstanding paragraphs (a)(i) and (a)(ii) of this subclause, in the first and last months of an employee's service the employee is entitled to pro-rata annual leave calculated on the basis of one (1) working day for each completed two (2) weeks of service.

- (b) The rate prescribed in subclause (3) hereof shall be paid in lieu of the amounts to which an employee may be entitled pursuant to Clause 28. - Shift Work of this Award.
- (c) If the services of an employee terminate and the employee has taken a period of leave in accordance with subclause (8) of this clause and if the period of leave so taken exceeds that which would become due pursuant to paragraph (a) of this subclause the employee shall be liable to pay the amount representing the difference between the amount received by him/her for the period of leave taken in accordance with subclause (8) of this clause and the amount which would have accrued in accordance with paragraph (a) of this subclause. The employer may deduct this amount from moneys due to the employee by reason of the other provisions of this Award at the time of termination.

(10) Shift employees who are rostered to work their ordinary hours on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes shall be entitled to receive additional annual leave as follows:

- (a) If thirty-five (35) ordinary shifts on such days have been worked – one (1) week;
- (b) If less than thirty-five (35) ordinary shifts on such days have been worked the employee shall be entitled to have one (1) additional day's leave for each seven (7) ordinary shifts so worked, provided that the maximum additional leave shall not exceed five (5) working days.

Provided that employees in employment on 1 January 1978 who because they were regularly rostered for work on Sundays and Public Holidays, were permitted an additional week's annual leave shall continue to be entitled to that additional week notwithstanding that the entitlement arrived at by the application of paragraph (b) of this subclause is less than one (1) week.

(11) The annual leave prescribed in subclause (4) of this clause may by mutual agreement be taken in two (2) portions provided that no portion shall be less than two (2) consecutive weeks.

- (12) An employee stationed north of 26° South latitude shall be entitled to an additional one (1) week's paid leave for each completed year of service in that area with free passes South each year. A married employee shall be granted free passes South each year for their spouse and dependent family under sixteen (16) years of age.
- (13) When on annual leave an employee who does not avail themselves of the board and lodging provided in his/her classification shall be granted an allowance for the period of his/her leave at the rate of \$3.00 per week.
- (14) The provisions of this clause shall not apply to casual employees.
- (15)
 - (a) An employee shall be paid a loading of 17.5% calculated on the rate as prescribed in subclause (7) of this clause.
 - (b) Shift employees when proceeding on annual leave including accumulated annual leave shall be paid:
 - (i) Shift and weekend penalties the employee would have received had the employee not proceeded on annual leave; or
 - (ii) A loading equivalent to 20% of normal salary; whichever is the greater.
 - (c) Provided that the maximum loading payable shall not exceed the amount set out in the Australian Bureau of Census and Statistics Publication for "average weekly earnings per male employed" in Western Australia for the September quarter immediately preceding the date the leave became due.
 - (d) The loading prescribed in this subclause shall not apply to proportionate leave on termination.
 - (e) The loading prescribed in this subclause shall be payable on retirement, provided the employee is over fifty five (55) years of age.
- (16) A full-time employee who, during a qualifying period towards an entitlement of annual leave was employed continuously on both a full-time and part-time basis may elect to take a lesser period of annual leave calculated by converting the part-time service to equivalent full-time service.

15. - SHORT LEAVE/BEREAVEMENT LEAVE

Short Leave

- (1) The employer may upon sufficient cause being shown, grant an employee leave of absence not exceeding two (2) consecutive working days, but any leave of absence granted under the provisions of this clause shall not exceed, in the aggregate, three (3) working days in any one (1) calendar year.

Bereavement Leave

- (2) An employee shall on the death of:
 - (a) The spouse of the employee;
 - (b) The child or step-child of the employee;
 - (c) The parent or step-parent of the employee;
 - (d) The brother, sister, step brother or step sister; or
 - (e) Any other person, who immediately before that person's death, lived with the employee as a member of the employee's family,

be eligible for up to two (2) days paid bereavement leave, provided that at the request of an employee the employer may exercise discretion to grant paid or unpaid bereavement leave to an employee in respect of some other person with whom the employee has a special relationship.

- (3) The two (2) days need not be consecutive.
- (4) Bereavement leave is not to be taken during any other period of leave.
- (5) An employee who claims to be entitled to paid leave under subclause (2) of this clause is to provide to the employer, if so requested, evidence that would satisfy a reasonable person as to:
 - (a) The death that is the subject of the leave sought; and
 - (b) The relationship of the employee to the deceased person.
- (6) An employee requiring more than two (2) days bereavement leave in order to travel overseas in the event of the death overseas of a member of the employees immediate family may, upon providing adequate proof, in addition to any bereavement leave to which the employee is eligible, have immediate access to annual leave and/or accrued long service leave in weekly multiples and/or leave without pay provided all accrued leave is exhausted.
- (7) The provisions of bereavement leave will be available to casual employees.

16. - SICK LEAVE

- (1) An employee who is incapacitated for duty in consequence of illness or injury shall as soon as possible advise his/her supervisor in sufficient time to enable arrangements to be made for the performance of his/her duties. Any such employee who fails to do so shall be treated as absent without leave.
- (2) An employee so incapacitated for duty shall notify his/her supervisor in sufficient time of the date on which he/she will resume duty, to enable any necessary arrangements to be made.
- (3)
 - (a) An application for leave of absence on the grounds of illness shall be supported by reasonable evidence.
 - (b) For the purposes of this clause reasonable evidence shall mean:
 - (i) For absences of up to a total of ten (10) working days in any one (1) anniversary year, evidence acceptable to a reasonable person;
 - (ii) For absences which in total exceed ten (10) working days in any anniversary year the certificate of a registered medical practitioner or where the nature of the illness consists of a dental condition and the period of absence does not exceed five (5) consecutive working days by a certificate of a registered dentist;
 - (iii) Provided that an employee may self certify in support of absences of two (2) days or less but not exceeding a total of five (5) working days in any anniversary year of employment.
 - (c) Where the absence exceeds two (2) consecutive working days, nothing in this subclause shall read as preventing the employer from requiring additional evidence acceptable to a reasonable person,
- (4) Subject to the provisions of subclause (3) of this clause no leave of absence on the grounds of illness shall be granted with pay without the production of the required evidence.

An employee who finds that he/she is unable to resume duty on the expiration of the period shown on the first proof of evidence provided shall thereupon furnish a further proof of evidence and shall continue to do so upon the expiration of the period respectively covered by each such documented proof of evidence.

- (5) Where an employee is ill during the period of his/her annual leave for recreation and produces at the time or as soon as practicable thereafter medical evidence to the satisfaction of the employer that he/she is or was as a result of his/her illness confined to his/her place of residence or a hospital for a period of at least seven (7) days, he/she may, with the approval of the employer, be granted at a time convenient to the employer additional leave equivalent to the period during which he/she was so confined.
- (6) Where an employee is ill during the period of his/her long service leave and produces at the time or as soon as practicable thereafter medical evidence to the satisfaction of the employer that he/she is or was confined to his/her place of residence or a hospital for a period of at least fourteen (14) days, he/she may, with the approval of the employer, be granted at a time convenient to the employer additional leave equivalent to the period during which he/she was so confined.
- (7) The basis for determining the leave of absence on the grounds of illness that may be granted shall be ascertained by crediting the employee concerned with the following periods, but the leave shall be cumulative and shall accrue pro-rata on a weekly basis:

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

- (8) When an employee is duly absent on account of illness and his/her entitlement to sick leave on full pay is exhausted, he/she may, with the approval of the employer, elect to convert any part of his/her entitlement to sick leave on half pay to sick leave on full pay, but so that his/her sick leave entitlement on half pay is reduced by two days for each day of sick leave on full pay that he/she receives by the conversion.
- (9) No leave of absence on account of illness shall be granted with pay, if the illness has been caused by the misconduct of the employee or in any case of absence from duty without sufficient cause.
- (10) An employee who is duly absent on leave without pay is not eligible for absence of leave on account of illness under this clause during the currency of that leave without pay.
- (11) Where, on or after 1 August, 1972, an employee in the discharge of his/her duties suffers personal injuries by accident that are compensable in accordance with the provisions of the Workers' Compensation and Injury Management Act, 1981, and which necessitates the granting of leave of absence under this subclause:
 - (a) No charge shall be made against the employee's sick leave credits in respect of so much of the period of leave as does not exceed twenty-six (26) weeks and the employee shall receive full pay for any such part of his/her leave of absence; and
 - (b) Where the employee is unable to resume duty at the expiration of the period of twenty-six (26) weeks, the employee shall be granted on full pay or half pay as the case requires, such further leave under this subclause as is required, but half the period only of such further leave shall be charged against the employee's sick leave credits on full pay or half pay, as the case may be.
- (12) Where an employee resigns or is dismissed by his/her employer through no fault of the employee's and is engaged by another respondent to this Award within one (1) working week of the expiration of any period for which payment in lieu of annual leave or public holidays has been made, the period of sick leave that has accrued to the employee's credit shall remain to such employee's credit and the provisions of subclause (7) of this clause shall continue to apply to such employee.

(13) A pregnant employee shall not be refused sick leave by reason only that the "illness or injury" encountered by the employee is associated with the pregnancy.

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

17. - PARENTAL LEAVE

(1) Definitions

For the purpose of this clause:

(a) "Child" means a child of the employee under the age of one (1) year except for adoption of a child where "child" means a person under the age of five (5) years of age who is placed with the employee for the purpose of adoption, other than a child or step-child of the employee or of the partner of the employee or child who has previously lived continuously with the employee for a period of six (6) months or more.

(b) "Employee" includes full-time, part-time, permanent and a fixed term contract employee up until the end of their contract period but does not include an employee engaged upon casual work.

(2) Basic entitlement

(a) Employees are entitled to fifty two (52) weeks parental leave in relation to the birth or adoption of their child.

(b) Parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:

(i) An unbroken period of one (1) week at the time of the birth of the child;

(ii) An unbroken period of up to three (3) weeks at the time of adoption/placement of the child;
or

(iii) Where the employer agrees.

(c) In order to demonstrate to the employer that, subject to paragraph (b), only one (1) parent will be off on parental leave at a time an employee shall, when applying for parental leave, provide the employer with a statutory declaration stating particulars of any period of parental leave sought or taken by his or her partner.

(d) Except as provided by subclause (15) of this clause, parental leave is unpaid.

(3) Birth of a child

(a) A pregnant employee will provide to the employer at least ten (10) weeks in advance of the expected date of birth:

(i) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of birth; and

(ii) written notification of the date on which she proposes to commence parental leave, and the period of leave to be taken.

(b) Subject to subclause (c) and unless agreed otherwise between employer and employee, a pregnant employee may commence parental leave at any time within six (6) weeks immediately prior to the expected date of the birth.

- (c) Where an employee continues to work within the six (6) week period immediately prior to the expected date of birth, or where the employee elects to return to work within six (6) weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- (d) Where the pregnancy of an employee terminates after twenty seven (27) weeks and the employee has not commenced parental leave, the employee may take unpaid leave (to be known as special parental leave) for such period as a registered medical practitioner certifies as necessary, except that where an employee is suffering from an illness not related to the direct consequences of the delivery, an employee shall be entitled to access paid sick leave to which she is entitled, in lieu of, or in addition to, special parental leave.
- (e) Where leave is granted under subclause (3)(d), during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four (4) weeks from the recommencement date desired by the employee.
- (f) Where the pregnancy of an employee then on parental leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.
- (g) Where an employee then on parental leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special parental leave) as a registered medical practitioner certifies as necessary before her return to work provided that the aggregate of paid sick leave, special parental leave and parental leave shall not exceed twelve (12) months.

(4) Adoption of a child

- (a) The employee will notify the employer at least ten (10) weeks in advance of the date of commencement of parental leave and the period of leave to be taken. An employee may commence parental leave prior to providing such notice where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- (b) The employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- (c) The employer shall grant an employee who is seeking to adopt a child such unpaid leave as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee, the employer may require the employee to take such leave in lieu of unpaid leave.
- (d) Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four (4) weeks from the date of notification for the employee's return to work.

(5) Partner leave

An employee will provide to the employer, at least ten (10) weeks prior to each proposed period of parental leave:

- (a) (i) For the birth of a child, a certificate from a registered medical practitioner which names the employee's partner, states that she is pregnant and the expected date of birth, or states the date on which the birth took place; or
- (ii) For the adoption/placement of a child the employer may require an employee to provide confirmation from the appropriate government authority of the placement; and

(b) written notification of the date on which he/she proposes to start and finish the period of parental leave.

(6) Variation of notice period

Notwithstanding the requirement to give at least ten (10) weeks notice of the date of commencement of parental leave, such notice may be for a greater or lesser period, where it is necessary to vary the date of commencement of parental leave due to a variation in the actual date of arrival of the child. Such variation does not count as a variation for the purposes of subclause (7) of this clause.

(7) Variation of period of parental leave

Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change shall be notified at least four (4) weeks prior to the commencement of the changed arrangements.

(8) Parental leave and other entitlements

(a) An employee may in lieu of or in conjunction with parental leave, access other paid leave entitlements which the employee has accrued, such as annual leave, long service leave, and time off in lieu (TOIL) or other time off entitlements accrued under flexible working arrangements, subject to the total amount of leave not exceeding fifty two (52) weeks.

(b) Subject to all other leave entitlements being exhausted an employee shall be entitled to apply for leave without pay following parental leave by up to two (2) years. The employer's approval is required for such an extension.

(9) Transfer to a safe job

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

(b) If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee, to commence parental leave.

(10) Entitlement to Part-Time employment

(a) Where:

(i) An employee is pregnant, and has a doctors certificate advising that it would be preferable for the employee to work part-time; or

(ii) Where an employee is eligible for parental leave, and the employer agrees;

the employee may enter into an agreement, the terms of which are to be in writing, work part-time in one (1) or more periods at any time up to the child's third birthday or until the third anniversary of the placement of the child.

(b) The work to be performed part-time need not be the work performed by the employee in his or her former position.

(11) Returning to work after a period of parental leave or part-time work

- (a) An employee will notify of their intention to return to work after a period of parental leave or part-time work entered into in accordance with this clause at least four (4) weeks prior to the expiration of the leave or part-time work.
- (b) An employee will be entitled to the position that they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to subclause (8), the employee will be entitled to return to the position they held immediately before such transfer. An employee who entered into part-time work in accordance with subclause (10) will be entitled to return to his or her former position.
- (c) When such position no longer exists but there are other positions available, which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

(12) Replacement employees

- (a) A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- (b) A replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.

(13) Notwithstanding any award, agreement or other provision to the contrary

- (a) Absence on parental leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of the Award.
- (b) Commencement of part-time employment in accordance with this clause, and return from part-time to full-time work under this clause, shall not break the continuity of service or employment.

(14) Casual employment during parental leave

- (a) Notwithstanding any other provision of this clause, an employee may be employed on a casual basis during a period of parental leave, provided that any period of such service shall not count as service for the purposes of any other provision of this Award, and shall not break the continuity of employment of such an employee nor change the employees employment status in regard to their substantive employment.
- (b) An employee shall not be engaged by the employer as a casual employee whilst the employee is on a period of paid parental leave, or a period of accrued annual or long service leave taken concurrently with a period of unpaid parental leave.
- (c) An employee engaged for casual work pursuant to this subclause shall be employed at a level commensurate to the level of the available casual position.

(15) Paid parental leave

Paid parental leave will be granted to employees subject to the following:

- (a) An employee who is the primary care giver, and who has completed twelve (12) months continuous service with the employer or any Commonwealth, State or Territory public sector body or authority, will be entitled to six consecutive weeks paid parental leave from the anticipated birth date or for the purposes of adoption from the date of placement of the child, or from a later date nominated by the primary care giver, provided that for parental leave commencing on or after 1 January 2005 this entitlement will increase to seven (7) weeks paid parental leave and for parental leave commencing on or after 1 January 2006 it will increase to eight (8) weeks paid parental leave.
- (b) Definitions

For the purposes of this subclause:

“Continuous service” means service under an unbroken contract of employment and includes:

- (i) Any period of leave taken in accordance with this clause;
 - (ii) Any period of part-time employment worked in accordance with the Award; and
 - (iii) Any period of leave or absence authorised by the employer or this Award.
- (c) Only one (1) period of paid parental leave is available for each birth or adoption.
 - (d) Contract employees’ paid parental leave cannot continue beyond the expiry date of their contract.
 - (e) Paid parental leave taken in accordance with paragraph (a) of this subclause will form part of the fifty two (52) weeks parental leave entitlement provided by this clause.
 - (f)
 - (i) paid parental leave will be paid at ordinary rates and will not include the payment of any form of allowance or penalty payment.
 - (ii) notwithstanding paragraph (a), parental leave may be paid either before or after any other paid leave taken during a period of parental leave
 - (g) Absence on paid parental leave counts as service for the purpose of accruing entitlements to sick leave, annual leave or long service leave.
 - (h) The employer may request evidence of primary care giver status.
 - (i) Part-time employees whose ordinary working hours have been subject to variations during the preceding twelve (12) months may elect to average these hours for the purposes of calculating payment for paid parental leave. Alternatively, the employee may elect to be paid their ordinary working hours at the time of commencement of paid parental leave.
 - (j) Subject to the provisions of this subclause, all other provisions of this clause apply to employees on paid parental leave.

18. - LONG SERVICE LEAVE

- (1) An employee shall be entitled to thirteen (13) weeks’ long service leave on full pay if the employee has completed:
 - (a) Seven (7) years' continuous service under the terms of this Award; or
 - (b) Eight and a half years' (8½) continuous service, of which not less than eighteen (18) months shall have been served in a capacity which would normally entitle that employee to long service leave on the basis laid down for full-time State Government wages employees.
- (2) For each and every subsequent period of seven (7) years' continuous service an employee shall be entitled to an additional thirteen (13) weeks’ long service leave on full pay.
- (3) Upon application by an employee, an employer may approve of the taking by the employee:
 - (a) Of double the period of long service leave entitlement on half pay, in lieu of the period of long service leave entitlement on full pay; or
 - (b) Of any portion of his/her long service leave entitlement on full pay or double such period on half pay;

- (c) A full-time employee who, during a qualifying period towards an entitlement of long service leave was employed continuously on both a full-time and part-time basis may elect to take a lesser period of long service leave calculated by converting the part-time service to equivalent full-time service;
 - (d) Notwithstanding the provisions of paragraph (b) of this subclause an employee who has elected to compact an accrued entitlement to long service leave in accordance with paragraph (c) of this subclause shall only take such leave in one period of full pay.
- (4) Continuous service shall not include the period during which an employee is on long service leave or any period exceeding two (2) weeks an employee is absent on leave without pay or any service an employee may have before reaching the age of eighteen (18) years.
 - (5) An employee who resigns or is dismissed, shall not be entitled to long service leave or payment for long service leave other than leave that had accrued to the employee prior to the date on which the employee resigned or the date of the offence for which the employee is dismissed.
 - (6) Any holiday occurring during the period in which an employee is on long service leave will be treated as part of the long service leave, and extra days in lieu thereof shall not be granted.
 - (7) Long service leave shall be taken as it falls due at the convenience of the employer but within three (3) years next after becoming entitled thereto: Provided that the employer may approve the accumulation of long service leave not exceeding six (6) months.
 - (8) A lump sum payment for long service leave accrued in accordance with this clause and for pro-rata long service leave shall be made in the following cases:
 - (a) To an employee who retires at or over the age of fifty-five (55) years or who has retired on the grounds of ill health, provided that no payment shall be made for pro-rata long service leave unless the employee has completed not less than twelve (12) months' continuous service;
 - (b) To an employee who has retired for any other cause: Provided that no payment shall be made for pro-rata long service leave unless the employee had completed not less than three (3) years' continuous service before the date of his/her retirement; or
 - (c) To the widow of an employee or such other person as may be approved by the employer in the event of the death of an employee: Provided that no payment shall be made for pro-rata long service leave unless the employee had completed not less than twelve (12) months' continuous service prior to the date of his/her death.
 - (9) A calculation of the amount due for long service leave accrued and for pro-rata long service leave shall be made at the rate of salary of an employee at the date of retirement, resignation or death, whichever applies and no such payment shall exceed the equivalent of twelve months' salary.
 - (10) Long service leave accrued prior to the issue of this Award shall remain to the credit of each employee.
 - (11) Subject to the provisions of subclauses (4), (5), (7), (8) and (12) of this clause, the service of an employee shall not be deemed to have been broken:
 - (a) By resignation, if the employee resigns from the employment of an employer a party to this Award and commences with another employer a party to this Award within one (1) working week of the expiration of any period for which payment in lieu of annual leave or holidays has been made by the employer from whom the employee resigned or, if no such payment has been made, within one (1) working week of the day on which the employee's resignation became effective;
 - (b) If his/her employment is ended by his/her employer a party to this Award for any reason other than misconduct or unsatisfactory service but only if;

- (i) The employee resumes employment with an employer a party to this Award not later than six (6) months from the day on which his/her employment ended; and
 - (ii) Payment pursuant to subclause (8) of this clause has not been made; or
 - (c) By any absence approved by the employer as leave whether with or without pay.
- (12) The expression "continuous service" in this clause includes any period during which an employee is absent on full pay or part pay, from his/her duties in the hospital service, but does not include:
- (a) Any period exceeding two (2) weeks during which the employee is absent on leave without pay;
 - (b) Any period during which the employee is taking his/her long service leave entitlement or any portion thereof;
 - (c) Any service of the employee prior to his/her attaining the age of eighteen (18) years; or
 - (d) Any service of the employee who resigns or is dismissed, other than service prior to such resignation or to the date of any offence in respect of which the employee is dismissed when such prior service has actually entitled the employee to long service leave under this clause.

19. - MOTOR VEHICLE ALLOWANCES

- (1) Allowance for Employees Required to Supply and Maintain a Vehicle as a Term of Employment
- (a) An employee who is required to supply and maintain a motor vehicle for use when travelling on official business as a term of employment and who is not in receipt of an allowance provided by subclause (5) shall be reimbursed monthly in accordance with the appropriate rates set out in subclause (7) for journeys travelled on official business and approved by the employer or an authorised employee.
 - (b) An employee who is reimbursed under the provisions of subclause (1) (a) will also be subject to the following conditions:
 - (i) For the purposes of subclause (1) (a) an employee shall be reimbursed with the appropriate rates set out in subclause (7) for the distance travelled from the employee's residence to the place of duty and for the return distance travelled from place of duty to residence except on a day where the employee travels direct from residence to headquarters and return and is not required to use the vehicle on official business during the day;
 - (ii) Where an employee, in the course of a journey, travels through two (2) or more separate areas, reimbursement shall be made at the appropriate rate applicable to each of the areas traversed as set out in subclause (7);
 - (iii) Where an employee does not travel in excess of 4,000 kilometres in a year an allowance calculated by multiplying the appropriate rate per kilometre by the difference between the actual distance travelled and 4,000 kilometres shall be paid to the employee provided that where the employee has less than twelve (12) months' qualifying service in the year then the 4,000 kilometre distance will be reduced on a pro-rata basis and the allowance calculated accordingly;
 - (iv) Where a part-time employee is eligible for the payment of an allowance under (iii) above such allowance shall be calculated on the proportion of total hours worked in that year by the employee to the annual standard hours had the employee been employed on a full-time basis for the year;
 - (v) An employee who is required to supply and maintain a motor vehicle for use on official business is excused from this obligation in the event of the employee's vehicle being stolen,

consumed by fire, or suffering a major and unforeseen mechanical breakdown or accident, in which case all entitlement to reimbursement ceases while the employee is unable to provide the motor vehicle or a replacement;

- (vi) It shall be open to the employer or its representative to elect to waive the requirement that an employee supply and maintain a motor vehicle for use on official business, but three (3) months' written notice of the intention so to do shall be given to the employee concerned.

(2) Allowance for Employees Relieving Employees Subject to Subclause (1)

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

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

- (a) An employee who is not required to supply and maintain a motor vehicle for use when travelling on official business as a term of employment, but when requested by the employer or an authorised employee voluntarily consents to use the vehicle and who is not in receipt of an allowance provided by subclause (5) shall, for journeys travelled on official business approved by the employer or an authorised employee be reimbursed all expenses incurred in accordance with the appropriate rates set out in subclauses (8) and (9).
- (b) For the purpose of subclause (3)(a) an employee shall not be entitled to reimbursement for any expenses incurred in respect to the distance between the employee's residence and headquarters and the return distance from headquarters to residence.
- (c) Where an employee in the course of a journey travels through two (2) or more separate areas, reimbursement shall be made at the appropriate rate applicable to each of the areas traversed as set out in subclause (8).

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

In the cases where employees are required to tow employer's caravans on official business, the additional rate shall be 7.0 cents per kilometre. When an employer's trailer is towed on official business the additional rate shall be 4.0 cents per kilometre.

(5) Commuted Allowance

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

(6) Increase of Inadequate Rates:

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

(7) Requirement to Supply and Maintain a Motor Vehicle

Area Details	Rate (cents) per kilometre		
	Engine Displacement (in cubic centimetres)		
	Over 2600cc to 2600cc	Over 1600cc and under	1600cc

Metropolitan Area

First 4000 kilometres	149.7	126.6	102.2
Over 4000 up to 8000 kms	61.7	52.7	44.0
Over 8000 up to 16000 kms	32.4	28.1	24.6
Over 16000 kms	34.0	28.8	24.7

South West Land Division

First 4000 kilometres	154.3	130.9	106.4
Over 4000 up to 8000 kms	64.0	54.8	46.0
Over 8000 up to 16000 kms	33.9	29.4	25.8
Over 16000 kms	35.2	29.7	25.5

North of 23.5° South Latitude

First 4000 kilometres	170.9	145.4	118.9
Over 4000 up to 8000 kms	70.3	60.2	50.7
Over 8000 up to 16000 kms	36.7	31.9	28.0
Over 16000 kms	36.3	30.6	26.3

Rest of State

First 4000 kilometres	159.2	134.8	109.2
Over 4000 up to 8000 kms	66.0	56.4	47.2
Over 8000 up to 16000 kms	34.9	30.2	26.5
Over 16000 kms	35.7	30.1	25.9

(8) Voluntary Use of a Motor Vehicle

Metropolitan Area	69.0	58.9	48.9
South West Land Division	71.5	61.1	51.0
North of 23.5° South Latitude	78.7	67.3	56.4
Rest of the State	73.7	62.9	52.4

(9) Voluntary Use of a Motor Cycle

Distance Travelled During a Year on Official Business	Rate Cents per kilometre
Rate per kilometre	23.9

- (10) In this clause the following expressions shall have the following meanings:
- (a) "A year" means twelve (12) months commencing on the first day of July and ending on the thirtieth day of June next following;
 - (b) "South West Land Division" means the South West Land Division as defined by section 28 of the Land Act, 1933-1971, excluding the area contained within the Metropolitan Area;
 - (c) "Rest of the State" means that area south of 23.5 degrees south latitude, excluding the Metropolitan Area and the South West Land Division;
 - (d) "Term of Employment" means a requirement made known to the employee at the time of applying for the position by way of publication in the advertisement for the position, written advice to the employee contained in the offer for the position or oral communication at interview by an interviewing employee and such requirement is accepted by the employee either in writing or orally.
- (11) The allowances in this clause shall be varied in accordance with any movement in the allowance in the Public Service Award 1992.

20. - TRAVELLING

- (1) An employee who travels on official business shall be reimbursed reasonable expenses in accordance with the provisions of this clause.
- (2) When a trip necessitates an overnight stay away from an employee's headquarters and the employee:
- is supplied with accommodation and meals free of charge;
 - or
 - attends a course, conference, etc., where the fee paid includes accommodation and meals;
 - or
 - travels by rail and is provided with a sleeping berth and meals;
 - or
 - is accommodated at a Government institution, hostel or similar establishment and supplied with meals;
- reimbursement shall be in accordance with the rates prescribed in Column A, Items 1, 2 or 3 of Clause 24. – Travelling, Transfers and Relieving Duty – Rates of Allowance of this Award.
- (3) When a trip necessitates an overnight stay away from an employee's headquarters and he/she is fully responsible for his/her own accommodation, meals and incidental expenses:
- (a) Where hotel or motel accommodation is utilised reimbursement shall be in accordance with the rates prescribed in Column A, Items 4 to 8 of Clause 24. – Travelling, Transfers and Relieving Duty – Rates of Allowance of this Award;
 - (b) Where other than hotel or motel accommodation is utilised reimbursement shall be in accordance with the rates prescribed in Column A, Items 9, 10 or 11 of Clause 24. – Travelling, Transfers and Relieving Duty – Rates of Allowance of this Award.
- (4) To calculate reimbursement under subclauses (2) and (3) for a part of a day, the following formulae shall apply:

(a) If departure from headquarters is;

Before 8.00 a.m. - 100% of the daily rate.
8.00 a.m. or later but prior to 1.00 p.m. - 90% of the daily rate.
1.00 p.m. or later but prior to 6.00 p.m. - 75% of the daily rate
6.00 p.m. or later - 50% of the daily rate.

(b) If arrival back at headquarters is;

8.00 a.m. or later but prior to 1.00 p.m. - 10% of the daily rate.
1.00 p.m. or later but prior to 6.00 p.m. - 25% of the daily rate.
6.00 p.m. or later but prior to 11.00 p.m. - 50% of the daily rate.
11.00 p.m. or later - 100% of the daily rate.

(5) When an employee travels to a place outside a radius of fifty (50) kilometres measured from his/her headquarters, and the trip does not involve an overnight stay away from his/her headquarters, reimbursement for all meals claimed shall be at the rate set out in Column A, Items 12 or 13 of Clause 24. – Travelling, Transfers and Relieving Duty – Rates of Allowance of this Award, subject to the employee's certification that each meal claimed was actually purchased.

Provided that when an employee departs from his/her headquarters before 8.00 a.m. and does not arrive back at his/her headquarters until after 11.00 p.m. on the same day the employee shall be paid at the appropriate rate prescribed in Column A, Items 4 to 8 of Clause 24. – Travelling, Transfers and Relieving Duty – Rates of Allowance of this Award.

(6) When it can be shown to the satisfaction of the employer by the production of receipts that reimbursement in accordance with Clause 24. – Travelling, Transfers and Relieving Duty – Rates of Allowance of this Award, does not cover an employee's reasonable expenses for a whole trip the employee shall be reimbursed the excess expenditure.

(7) In addition to the rates contained in Clause 24. – Travelling, Transfers and Relieving Duty – Rates of Allowance of this Award, an employee shall be reimbursed reasonable incidental expenses such as train, bus and taxi fares, official telephone calls, laundry and dry cleaning expenses, on production of receipts.

(8) If on account of lack of suitable transport facilities an employee necessarily engages reasonable accommodation for the night prior to commencing travelling on early morning transport the employee shall be reimbursed the actual cost of such accommodation.

(9) Reimbursement of expenses shall not be suspended should an employee become ill whilst travelling, provided leave for the period of such illness is approved in accordance with the provisions of this Award, and the employee continues to incur accommodation, meal and incidental expenses.

(10) Reimbursement claims for travelling in excess of fourteen (14) days in one (1) month shall not be passed for payment by a certifying officer until the employer has endorsed the account.

(11) An employee who is relieving at or temporarily transferred to any place within a radius of fifty (50) kilometres measured from his/her headquarters shall not be reimbursed the cost of midday meals purchased, but an employee travelling on duty within that area which requires his/her absence from his/her headquarters over the usual midday meal period shall be paid the rate prescribed by Item 17 of Clause 24. – Travelling, Transfers and Relieving Duty – Rates of Allowance of this Award, for each meal necessarily purchased provided that:

(a) Such travelling is not a normal feature in the performance of his/her duties; and

(b) Such travelling is not within the suburb in which the employee resides; and

(c) The employee's total reimbursement under this subclause for any one (1) pay period shall not exceed the amount prescribed by Item 18 of Clause 24. – Travelling, Transfers and Relieving Duty – Rates of Allowance of this Award.

21. - TRANSFERS

- (1)
 - (a) This clause shall not apply to employees of the Metropolitan Health Service employed at metropolitan locations who are transferring to another metropolitan location.
 - (b) The provisions of this clause shall apply to an employee who transfers from a position in one (1) locality to another position in a new locality provided that:
 - (i) the classification of the new position is higher than the classification of his/her former position; or
 - (ii) the classification of the new position is the same or lower than the classification of his/her former position and the employee is changing his/her employment on account of illness over which he/she has no control or, if the employer initiates the transfer and/or considers the transfer of the employee to be in the interests of the employer; and
 - (iii) the employee commences employment in the new employment with either the same employer or a new employer bound by this Award within one (1) working week of the expiration of any period for which payment in lieu of annual leave or holidays has been made by the employer from whom he/she transferred or resigned, or, if no such payment has been made, within one (1) working week of the day on which his/her resignation or transfer became effective.
 - (c) Except as provided in subclause (3) a married or single employee shall be paid by the new employer at the rates prescribed in Column A, Items 4, 5 or 6 of Clause 24. - Travelling, Transfers and Relieving Duty - Rates of Allowance of this Award, for a period of fourteen (14) days after arrival at his/her new locality: Provided that if an employee is required to travel on official business during the said period, such period will be extended by the time spent in travelling. Under no circumstances, however, shall the provisions of this subclause operate concurrently with those of Clause 20. – Travelling of this Award to permit an employee to be paid allowances in respect of both travelling and transfer expenses for the same period.
- (2) If a married employee is unable to obtain reasonable accommodation for the transfer of his/her home within the prescribed period referred to in subclause (1) of this clause and the new employer is satisfied that the employee has taken all possible steps to secure reasonable accommodation, such employee shall, after the expiration of the prescribed period be paid in accordance with the rates prescribed by Column B, Items 4, 5, 6, 7 or 8 of Clause 24. - Travelling, Transfers and Relieving Duty - Rates of Allowance of this Award, as the case may require, until such time as the employee has secured reasonable accommodation: Provided that the period of reimbursement under this subclause shall not exceed seventy-seven (77) days without the approval of the new employer. A single employee shall not be paid allowances under this subclause.
- (3) When it can be shown by the production of receipts or other evidence that an allowance payable under this clause would be insufficient to meet reasonable additional costs incurred by an employee on transfer, an appropriate rate of reimbursement shall be determined by the new employer.

In the event of a dispute, the matter may be determined in accordance with Clause 27. – Dispute Settlement Procedure of this Award.
- (4) An employee who occupies hospital accommodation shall not be entitled to reimbursement under this clause: Provided that where entry into hospital accommodation is delayed through circumstances beyond the employee's control an employee may, subject to the production of receipts, be reimbursed actual reasonable accommodation and meal expenses for the employee and their spouse and dependent children under sixteen (16) years of age or other children wholly dependent on the employee, less a deduction for normal living expenses prescribed in Column A, Items 15 and 16 of Clause 24. - Travelling, Transfers and Relieving Duty - Rates of Allowance of this Award, and provided that if any costs are incurred under subclause (5)(b), they shall be reimbursed.

- (5) (a) Where an employee transfers his/her employment in accordance with the other provisions of this clause and incurs expenses referred to in paragraph (b) hereof as a result of that transfer, then the employee shall be granted a Disturbance Allowance and shall be reimbursed by the new employer the actual expenditure incurred upon production of receipts or such other evidence as may be required.
- (b) The Disturbance Allowance shall include:
- (i) Cost incurred for telephone installation at the employee's new residence provided that the cost of telephone installation shall be reimbursed only where a telephone was installed at the employee's former residence including departmental accommodation and provided further, that reimbursement shall not apply to an employee's private residence wherein a telephone was not installed prior to his/her first transfer in accordance with this provision;
- (ii) Costs incurred with the connection or reconnection of services to the employee's household including departmental accommodation for water, gas or electricity.

22. - TRAVELLING TIME

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

23. - RELIEVING OR SPECIAL DUTY

- (1) An employee who is required to take up duty away from his/her usual headquarters on relief duty or to perform special duty, and necessarily resides temporarily away from his/her usual place of residence shall be reimbursed reasonable expenses in accordance with the provisions of this clause.
- (2) Where the employee:
- (a) Is supplied with accommodation and meals free of charge; or
- (b) Is accommodated at a Government institution, hostel or similar establishment and supplied with meals;
- Reimbursement shall be in accordance with the rates prescribed in Column A, Items 1, 2 or 3 of Clause 24. – Travelling, Transfers and Relieving Duty – Rates of Allowance of this Award.
- (3) Where the employee is fully responsible for his/her own accommodation, meals and incidental expenses and hotel or motel accommodation is utilised:
- (a) For the first forty-two (42) days after arrival at the new locality reimbursement shall be in accordance with the rates prescribed in Column A, Items 4 to 8 of Clause 24. – Travelling, Transfers and Relieving Duty – Rates of Allowance of this Award.
- (b) For periods in excess of forty-two (42) days after arrival in the new locality reimbursement shall be in accordance with the rates prescribed in Column B, Items 4 to 8 of Clause 24. – Travelling, Transfers and Relieving Duty – Rates of Allowance of this Award for married employees or Column C, Items 4 to 8 of Clause 24. – Travelling, Transfers and Relieving Duty – Rates of Allowance of this Award for single employees;

Provided that the period of reimbursement, under this subclause, shall not exceed forty-nine (49) days without the approval of the employer.

- (4) Where the employee is fully responsible for his/her own accommodation, meal and incidental expenses and other than hotel or motel accommodation is utilised, reimbursement shall be in accordance with the rates

prescribed in Column A, Items 9, 10 or 11 of Clause 24. – Travelling, Transfers and Relieving Duty – Rates of Allowance of this Award.

- (5) Reimbursement of expenses shall not be suspended should an employee become ill whilst on relief duty, provided leave for the period of such illness is approved in accordance with Clause 16. - Sick Leave of this Award and the employee continues to incur accommodation, meal and incidental expenses.
 - (6) When an employee who is required to relieve or perform special duties in accordance with subclause (1) of this clause is authorised by the employer to travel to the new locality in his/her own motor vehicle he/she shall be reimbursed for the return journey as follows:
 - (a) Where the employee will be required to maintain a motor vehicle for the performance of the relieving or special duties, reimbursement shall be in accordance with the appropriate rate prescribed by Clause 19. – Motor Vehicle Allowances of this Award;
 - (b) Where the employee will not be required to maintain a motor vehicle for the performance of the relieving or special duties reimbursement shall be on the basis of one-half of the appropriate rate prescribed by Clause 19. – Motor Vehicle Allowances of this Award: Provided that the maximum amount of reimbursement shall not exceed the cost of the fare by public conveyance which otherwise would be utilised for such return duty.
 - (7) The rate applicable to a married employee under subclause (3) (b) shall be paid to a single employee if the employer is satisfied that the employee has to maintain a home and support dependants therein, in a locality other than that to which the employee has been sent. A certificate to this effect must be furnished by a single employee claiming the higher rate.
 - (8) Where it can be shown by the production of receipts or other evidence that an allowance payable under this clause would be insufficient to meet reasonable additional costs incurred, an appropriate rate of reimbursement shall be determined by the employer.
- In the event of a dispute, the matter may be resolved in accordance with Clause 27. – Dispute Settlement Procedure of this Award.
- (9) The provisions of Clause 20. – Travelling of this Award shall not operate concurrently with the provisions of this clause to permit an employee to be paid allowances in respect of both travelling and relieving expenses for the same period: Provided that where an employee is required to travel on official business which involves an overnight stay away from his/her temporary headquarters the employer may extend the periods specified in subclause (3) by the time spent in travelling.
 - (10) An employee who is directed to relieve another employee or to perform special duty away from his/her usual headquarters and is not required to reside temporarily away from his/her usual place of residence shall, if he/she is not in receipt of a higher duties allowance or special allowance for such work, be reimbursed the amount of additional fares paid by him/her in travelling by public transport to and from his/her place of temporary duty.

24. - TRAVELLING, TRANSFERS AND RELIEVING DUTY - RATES OF ALLOWANCE

		<u>COLUMN A</u>	<u>COLUMN B</u>	<u>COLUMN C</u>
--	--	-----------------	-----------------	-----------------

ITEM	PARTICULARS	DAILY RATE	DAILY RATE OFFICERS WITH DEPENDENTS RELIEVING ALLOWANCE FOR PERIOD IN EXCESS OF 42 DAYS (CLAUSE 23 (3) (b)) TRANSFER ALLOWANCE FOR PERIOD IN EXCESS OF PRESCRIBED PERIOD (CLAUSE 21 (2))	DAILY RATE OFFICERS WITHOUT DEPENDENTS RELIEVING ALLOWANCE FOR PERIOD IN EXCESS OF 42 DAYS (CLAUSE 23 (3) (b))
ALLOWANCE TO MEET INCIDENTAL EXPENSES				
		\$	\$	\$
(1)	WA - South of 26o			
	South Latitude	11.75		
(2)	WA - North of 26o			
	South Latitude	15.40		
(3)	Interstate	15.40		
ACCOMMODATION INVOLVING AN OVERNIGHT STAY IN A HOTEL OR MOTEL				
		\$	\$	\$
(4)	WA - Metropolitan			
	Hotel or Motel	210.05	105.00	70.00
(5)	Locality South of 26o			
	South Latitude	168.60	84.30	56.20
(6)	Locality North of 26o			
	South Latitude			
	Broome	284.40	142.20	94.80
	Carnarvon	222.30	111.15	74.10
	Dampier	209.15	104.55	69.70
	Derby	188.40	94.20	62.80
	Exmouth	215.90	107.95	71.95
	Fitzroy Crossing	314.90	157.45	104.95
	Gascoyne Junction	128.90	64.45	42.95
	Halls Creek	265.40	132.70	88.45
	Karratha	364.65	182.30	121.55
	Kununurra	266.80	133.40	88.95
	Marble Bar	179.40	89.70	59.80
	Newman	254.65	127.35	84.90
	Nullagine	189.75	94.90	63.25
	Onslow	207.20	103.60	69.05
	Pannawonica	177.15	88.60	59.05
	Paraburdoo	238.40	119.20	79.45
	Port Hedland	239.70	119.85	79.90
	Roebourne	132.90	66.45	44.30
	Sandfire	160.40	80.20	53.45
	Shark Bay	175.90	87.95	58.65
	Tom Price	219.40	109.70	73.15
	Turkey Creek	175.90	87.95	58.65

	Wickham	323.90	161.95	107.95
	Wyndham	158.90	79.45	52.95
(7)	Interstate - Capital City			
	Sydney	255.65	127.85	85.20
	Melbourne	245.65	122.85	81.90
	Other Capitals	213.15	106.60	71.00
(8)	Interstate - Other than Capital City	168.60	84.30	56.20
ACCOMMODATION INVOLVING AN OVERNIGHT STAY AT OTHER THAN A HOTEL OR MOTEL				
(9)	WA - South of 26o South Latitude	79.40		
(10)	WA - North of 26o South Latitude	97.70		
(11)	Interstate	97.70		

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

(12)	WA - South of 26o South Latitude:	
	Breakfast	14.15
	Lunch	14.15
	Dinner	39.40

(13)	WA - North of 26o South Latitude	
	Breakfast	15.75
	Lunch	27.70
	Dinner	38.90

(14)	Interstate	
	Breakfast	15.75
	Lunch	27.70
	Dinner	38.90

DEDUCTION FOR NORMAL LIVING EXPENSES (CLAUSE 21 (4))

(15)	Each Adult	22.75
(16)	Each Child	3.90

MIDDAY MEAL (CLAUSE 20(11))

(17)	Rate per meal	5.50
(18)	Maximum reimbursement per pay period	27.50

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

25. - REMOVAL ALLOWANCE

- (1) (a) This clause shall not apply to employees of the Metropolitan Health Service employed at metropolitan locations who are transferring to another metropolitan location.
- (b) The provisions of this clause shall apply to an employee who transfers from a position in one locality to another position in a new locality provided that:
- (i) The classification of the new position is higher than the classification of his/her former position; or
 - (ii) the classification of the new position is the same or lower than the classification of his/her former position and the employee is changing his/her employment on account of illness over which he/she has no control or, if the employer initiates the transfer and/or considers the transfer of the employee to be in the interests of the employer; and
 - (iii) the employee commences employment in the new employment with either the same employer or a new employer bound by this Award within one (1) working week of the expiration of any period for which payment in lieu of annual leave or holidays has been made by the employer from whom he/she transferred or resigned, or, if no such payment has been made, within one (1) working week of the day on which his/her resignation or transfer became effective.
- (c) The employee shall be reimbursed by the new employer:
- (i) The actual reasonable cost of conveyance for the employee and dependants;
 - (ii) The actual cost (including insurance) of the conveyance of an employee's household furniture, effects and appliances up to a maximum volume of thirty five (35) cubic metres, provided that a larger volume may be approved by the employer in special cases;
 - (iii) An allowance of \$534.00 for accelerated depreciation and extra wear and tear on furniture, effects and appliances for each occasion that an employee is required to transport furniture, effects and appliances: Provided that the employer is satisfied that the value of household furniture, effects and appliances moved by the employee is at least \$3,199.00;
 - (iv) Reimbursement of reasonable expenses in kennelling and transporting of domestic pet or pets up to a maximum amount of \$169.00;
- Pets are defined as dogs, cats, birds or other domestic animals kept by the employee or the employee's dependents for the purpose of household enjoyment;
- Pets do not include domesticated livestock, native animals or equine animals.
- (2) An employee who terminates employment solely for the employee's convenience or is terminated on account of misconduct must bear the whole cost of removal unless otherwise determined by the former employer prior to removal.

- (3) An employee shall be reimbursed the full freight charges necessarily incurred in respect of the removal of his/her motor vehicle. If authorised by the new employer to travel to a new locality in his/her own motor vehicle, reimbursement shall be as follows:
- (a) Where the employee will be required by the new employer to maintain a motor vehicle as a term of employment, reimbursement for the distance necessarily travelled shall be on the basis of the appropriate rate prescribed by subclause (1) of Clause 19. - Motor Vehicle Allowances of this Award; or
 - (b) Where the employee will not be required by the new employer to maintain a motor vehicle as a term of employment, reimbursement for the distance necessarily travelled shall be on the basis of one-half of the appropriate rate prescribed by subclause (3) of Clause 19. - Motor Vehicle Allowances of this Award.
- (4) Where practicable furniture, effects and appliances, shall be removed by State-owned transport. Where it is impracticable to use State-owned transport the employee shall, before removal is undertaken, obtain quotes from at least two carriers, which shall be submitted to the new employer, who may authorise the acceptance of the more suitable:
- Provided that the maximum amount prescribed by subclause (1) (b) (ii) of this clause is not exceeded without the written approval of the new employer having first been obtained.
- (5) The new employer may, in lieu of conveyance, authorise payment of an amount not exceeding the maximum prescribed by subclause (1) (b) (ii) of this clause to compensate for loss in any case where an employee with prior approval of the employer, disposes of his/her furniture, effects and appliances instead of removing them to his/her new locality:
- Provided that such payment, shall not exceed the sum, which would have been paid, if such furniture, effects and appliances, had been removed by the cheapest method of transport available.
- (6) Where an employee occupies hospital accommodation where furniture is provided and as a consequence is obliged to store furniture, the employee shall be reimbursed the actual cost of such storage up to a maximum allowance of \$992.00 per annum. Actual cost is deemed to include the premium for adequate insurance coverage of the value of the furniture stored. An allowance under this subclause shall not be paid for a period in excess of four (4) years without the approval of the employer.
- (7) In the case of an employee without dependants an application for any reimbursement under this clause shall be considered by the employer.
- (8) Newly appointed employees shall be entitled to receive the benefits of this clause if they are required by the employer to participate in any training course prior to being posted to their respective positions. This entitlement shall only be available to employees who have completed their training and who incur costs when moving to their first posting.
- (9) Receipts must be produced for all sums claimed.
- (10) The allowances prescribed in this clause shall apply from 1 July 2000 and shall be varied in accordance with any movement in the equivalent allowances in the Government Officers Salaries, Allowances and Conditions Award 1989.

26. - DIRTY WORK

A special allowance, to be determined by the employer, shall be paid to an employee when engaged in any dirty work (including moving or sorting old books and documents) which is not part of the regular duty of the employee concerned: Provided that a dispute or disagreement as to the amount of such allowance shall be resolved in accordance with Clause 27. – Dispute Settlement Procedure of this Award.

27. - 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.

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

(2) Procedure

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

- (a) The employee(s) concerned shall discuss the matter with the immediate supervisor. If the matter cannot be resolved at this level the supervisor shall, within two (2) working days, refer the matter to a more senior employee nominated by the employer and the employee(s) shall be advised accordingly;
- (b) The senior employee shall, if able, answer the matter raised within five (5) working days of it being referred and if the senior employee is not so able, refer the matter to the employer for his/her attention, and the employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with paragraph (b) above the employee(s) or the shop steward shall notify the Union Secretary or nominee, to enable the opportunity of discussing the matter with the employer;
 - (ii) The employer shall, as soon as practicable after considering the matter before it, advise the employee(s) or, where necessary the Union of its decision: Provided that such advice shall be given within twenty-one (21) calendar days of the matter being referred to the employer;
- (d) Should the matter remain in dispute after the above processes have been exhausted either party may refer the matter to the Western Australian Industrial Relations Commission;
- (e) Nothing in this procedure shall preclude the parties reaching agreement to shorten or extend the period specified in subclauses (2) (a), (b) or (c) (ii).

(3) Disciplinary Procedure

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

- (a) In the event that an employee commits a misdemeanour, the employee's immediate supervisor or any other employee 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;
- (b) The first two (2) 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;
- (c) Should it be necessary, for any reason, to reprimand an employee three (3) times in a period not exceeding twelve (12) months continuous service, the contract of service shall, upon the giving of that third reprimand, be terminable in accordance with Clause 7. - Contract of Service of this Award;

- (d) The employee shall have the right to request representation when being reprimanded in accordance with this subclause;
- (e) 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 Western Australian Industrial Relations Commission

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

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

(5) Provision of Services

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

(7) Definitions

For the purpose of this procedure:

"Employer" means the officer nominated at each work site;

"Senior Employee" means an employee nominated by management;

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

"Work site" means, unless otherwise agreed between the parties, the usual place of work of an employee or number of employees covered by this Award.

(8) Breach of Procedure

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

Accordingly, the parties agree that if either party is of the view that the other party is in breach of this procedure, the matter will be referred to the Western Australian Industrial Relations Commission 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 Western Australian Industrial Relations Commission.

28. - SHIFT WORK

- (1) (a) The loading on the ordinary rates of pay for an afternoon or night shift of seven and one half (7½) hours, worked in ordinary hours, shall be the same rate as prescribed from time to time in Clause 21. – Shift Work Allowance, subclause (2) (a) of the Public Service Award 1992.
- (b) For the purposes of this subclause:
 - (i) "Day Shift" shall mean a shift which commences after 6.00 a.m. and before 12.00 midday;
 - (ii) "Afternoon Shift" shall mean a shift which commences at or after 12.00 midday and before 6.00 p.m.;
 - (iii) "Night Shift" shall mean a shift which commences at or after 6.00 p.m. and before 6.01 a.m.
- (2) (a) Shift work performed during ordinary hours on Saturdays or Sundays shall be paid for at the rate of time and a half and on the days prescribed in subclause (1) of Clause 14. - Holidays and Annual Leave of this Award it shall be paid in accordance with subclause (3) (a) of Clause 14. – Holidays and Annual Leave of this Award.
- (b) The rates prescribed in this subclause shall be in substitution for and not cumulative on the rates prescribed in subclause (1) of this clause.
- (c) Work performed by an employee in excess of the ordinary hours of his/her shift, or on a rostered day off, shall be paid for in accordance with Clause 12. – Overtime of this Award.

29. - PROTECTIVE CLOTHING AND UNIFORMS

- (1) (a) An employer may supply and require to be worn such protective clothing as is considered necessary.
- (b) An employer may supply uniforms and require them to be worn at all times when considered necessary by that hospital.
- (c) Protective clothing or uniforms supplied under paragraphs (a) or (b) of this subclause shall be laundered free of charge and remain the property of the hospital.
- (2) When the employer requires a uniform to be worn, such uniform shall be supplied in accordance with subclause (1) (b) of this clause or an allowance shall be paid to each staff member required to wear a uniform. The amount of such allowance shall be agreed upon between the employer and the Association, or, failing agreement shall be resolved in accordance with Clause 27. – Dispute Settlement Procedure of this Award.

30. - DISTRICT ALLOWANCE

- (1) Definitions

For the purpose of this clause:

- (a) "Dependant" in relation to an employee means:
 - (i) A spouse; or

- (ii) Where there is no spouse, a child or any other relative resident within the State who rely on the employee for their main support;

who does not receive a district or location allowance of any kind.

- (b) "Partial Dependant" in relation to an employee means;

- (i) A spouse; or

- (ii) Where there is no spouse, a child or any other relative resident within the State who rely on the employee for their main support;

who receives a district or location allowance of any kind less than that applicable to an employee without dependants under any award, agreement or other provision regulating the employment of the partial dependant.

(2) District Allowance

- (a) An employee shall be paid a District Allowance at the standard rate prescribed in Column II of subclause (7) of this clause, for the district in which the employee's headquarters is located. Provided that where the employee's headquarters is situated in a town or place specified in Column III, subclause (7) the employee shall be paid a district allowance at the rate appropriate to that town or place as prescribed in Column IV of the said subclause.
- (b) An employee who has a dependant shall be paid double the district allowance prescribed by paragraph (a) of this subclause for the district, town, or place in which the employee's headquarters is located.
- (c) Where an employee has a partial dependant the total district allowance payable to the employee shall be the district allowance prescribed by paragraph (a) of this subclause plus an allowance equivalent to the difference between the rate of district or location allowance the partial dependant receives and the rate of district or location allowance the partial dependant would receive if he or she was employed in a full-time capacity under the award, agreement or other provision regulating the employment of the partial dependant.
- (d) When an employee is on approved annual recreational leave, the employee shall for the period of such leave, be paid the district allowance to which he or she would ordinarily be entitled.
- (e) When an employee is on long service leave or other approved leave with pay (other than annual recreational leave), the employee shall only be paid district allowance for the period of such leave if the employee, dependant/s or partial dependant/s remain in the district in which the employee's headquarters is situated.
- (f) When an employee leaves his or her district on duty, payment of any district allowance to which the employee would ordinarily be entitled shall cease after the expiration of two (2) weeks unless the employee's dependant/s or partial dependant/s remain in the district or as otherwise approved by the employer.
- (g) Except as provided in paragraph (f) of this subclause, a district allowance shall be paid to any employee ordinarily entitled thereto in addition to reimbursement of any travelling, transfer or relieving expenses or camping allowance.
- (h) Where an employee whose headquarters is located in a district in respect of which no allowance is prescribed in subclause (7) of this clause, is required to travel or temporarily reside for any period in excess of one (1) month in any district or districts in respect of which such allowance is so payable, then notwithstanding the employee's entitlement to any such allowance provided by Clause 20. - Travelling or Clause 23. - Relieving or Special Duty of this Award, the employee shall be paid for the

whole of such period a district allowance at the appropriate rate prescribed by paragraph (a), (b) or (c) of this subclause, for the district in which the employee spends the greater period of time.

- (i) When an employee is provided with free board and lodging by the employer or a Public Authority the allowance shall be reduced to two thirds of the allowance the employee would ordinarily be entitled to under this clause.

(3) Part-time Employees

An employee who is employed on a part-time basis shall be paid a proportion of the appropriate district allowance payable in accordance with the following formula:

$$\frac{\text{Hours worked per fortnight}}{75} \quad \times \quad \frac{\text{Appropriate District Allowance}}{1}$$

(4) Transition

An employee who immediately prior to 1 July 1989 was in receipt of district allowance at a rate which was greater than the amount to which the employee is entitled under this clause shall have the difference reduced in accordance with the following:

- (a) As from the first pay period commencing on or after 1 July 1989 the difference shall be reduced by thirty-three and one third (33 1/3) %; and
- (b) As from the first pay period commencing on or after 1 January 1990 the difference remaining between the amount paid pursuant to (a) above and that to which the employee is otherwise entitled under this clause shall be reduced by fifty (50) %; and
- (c) As from the first pay period commencing on or after 1 July 1990 payment shall be in accordance with the employee's entitlement under this clause.

(5) Boundaries

For the purpose of subclause (7) of this clause, the boundaries of the various districts shall be as described hereunder and as delineated on the following plan.

District:

1. The area within a line commencing on the coast; thence east along lat. 28 to a point north of Tallering Peak, thence due south to Tallering Peak; thence southeast to Mt Gibson and Burracoppin, thence to a point southeast at the junction of lat. 32 and long. 119; thence south along long. 119 to coast.
2. That area within a line commencing on the south coast at long. 119 then east along the coast to long. 123; then north along long. 123 to a point on lat. 30; thence west along lat. 30 to the boundary of No. 1 District.
3. The area within a line commencing on the coast at lat. 26; thence along lat. 26 to long. 123; thence south along long. 123 to the boundary of No. 2 District.
4. The area within a line commencing on the coast at lat. 24; thence east to the South Australian border; thence south to the coast; thence along the coast to long. 123; thence north to the intersection of lat. 26; thence west along lat. 26 to the coast.
5. That area of the State situated between the lat. 24 and a line running east from Carnot Bay to the Northern Territory border.
6. That area of the State north of a line running east from Carnot Bay to the Northern Territory border.

(6) Adjustment of Rates

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

(7) District Allowances

(a) Officers without dependants [Subclause (2)(a)]

COLUMN I	COLUMN II	COLUMN III	COLUMN IV
DISTRICT NO.	STANDARD RATE \$ p.a.	EXCEPTIONS TO STANDARD RATE TOWN OR PLACE	\$ p.a
6	3,569	Nil	Nil
5	2,920	Fitzroy Crossing Halls Creek Turner River Camp Nullagine	3,933
		Liveringa (Camballin) Marble Bar Wittenoom	3,655
		Karratha	3,438
		Port Hedland	3,199
4	1,471	Warburton Mission	3,952
		Carnarvon	1,385
3	927	Meekatharra Mount Magnet Wiluna Laverton Leonora Cue	1,471
2	665	Kalgoorlie Boulder	222
		Ravensthorpe Norseman Salmon Gums Marvel Loch Esperance	878
1	Nil	Nil	Nil

(b) Officers with dependants [Subclause (2)(b)]

Double the appropriate rate as prescribed in (a) above for officers without dependants.

The allowances prescribed in this subclause shall operate from the beginning of the first pay period commencing on or after 1 July 2005.

31. - CHILD ALLOWANCE

- (1) An employee whose permanent headquarters are located north of 26° South latitude, including Shark Bay, shall be paid an allowance at the rate of \$100.00 per annum in respect of each one of his/her children of school age who is resident in the North: Provided that the total reimbursement per family unit under this clause shall not exceed \$400.00 per annum.
- (2) An allowance under this clause shall continue to be paid to an employee when he/she is absent from his/her headquarters on long service leave, annual leave or other leave as approved by the employer.

32. - CHANNEL OF COMMUNICATION

During the currency of this Award no employer shall recognise or negotiate with any organised body other than the Union in regard to the conditions of employment of employees covered by this Award.

33. - PART-TIME EMPLOYEES

- (1)
 - (a) Notwithstanding anything contained in this Award an employee may be regularly employed to work less hours per week than are prescribed in Clause 11. – Hours of this Award and such hours may be worked in less than five (5) days per week.
 - (b) Notwithstanding the provisions of subclause (2) of Clause 11. – Hours of this Award the employer may vary the ordinary hours or a part-time employee where the employee consents in writing provided that the employer shall give the part-time employee forty eight (48) hours notice of such variation in hours. For periods of less than forty eight (48) hours payment for the hours in addition to the ordinary hours shall be paid in accordance with Clause 12. – Overtime of this Award.
- (2) When an employee is employed under the provisions of this clause the employee shall be paid at a rate pro-rata to the rate prescribed for the class of work on which he/she is engaged in the proportion to which his/her weekly hours bear to the weekly hours of an employee engaged full-time on that class of work.
- (3) When an employee is employed under the provisions of this clause, he/she shall be entitled to the same leave, penalties and other conditions as prescribed in the Award for full-time employees, with payment being in the proportion to which his/her weekly hours bear to the weekly hours of an employee engaged full-time in that class of work.
- (4) The employer shall advise the Secretary of the Union within twenty-eight (28) days of the date of this order as to the offices occupied, the days on which and number of hours worked by those employees employed in a part-time capacity.
- (5) The employer shall advise the Secretary of the Union within seven (7) days of any part-time office created or altered after the date of this Award.
- (6) Any dispute as to whether a part-time office is necessary shall be resolved in accordance with Clause 27.- Dispute Settlement Procedure of this Award.
- (7) Notwithstanding the provisions of Clause 28. - Shift Work of this Award, for employees employed part-time in accordance with this clause, "Day Shift" shall include a shift, which commences after 12.00 midday and finishes ordinary hours before 6.00pm.

34. - PROPERTY ALLOWANCE

- (1)
 - (a) This clause shall not apply to employees of the Metropolitan Health Service employed at metropolitan locations who are transferring to another metropolitan location.
 - (b) The provisions of this clause shall apply to an employee who transfers from a position in one locality to another position in a new locality provided that:
 - (i) The classification of the new position is higher than the classification of his/her former position; or
 - (ii) The classification of the new position is the same or lower than the classification of his/her former position and the employee is changing his/her employment on account of illness over which he/she has no control or, if the employer initiates the transfer and/or considers the transfer of the employee to be in the interests of the employer; and
 - (iii) The employee commences employment in the new employment with either the same employer or a new employer bound by this Award within one (1) working week of the expiration of any period for which payment in lieu of annual leave or holidays has been made by the employer from whom he/she transferred or resigned, or, if no such payment has been made, within one (1) working week of the day on which his/her resignation or transfer became effective.
 - (c) The employee shall be entitled to be paid a property allowance by his/her new employer for reimbursement of prescribed expenses incurred by him/her:
 - (i) In the sale of a residence in an employee's former locality, which, at the date on which the employee received notice of his/her appointment in the new locality;
 - (aa) he/she owned and occupied; or
 - (bb) he/she was purchasing under a contract of sale providing for vacant possession; or
 - (cc) he/she was constructing for his/her own permanent occupation, on completion of construction;and
 - (ii) In the purchase of a residence or land for the purpose of erecting a residence thereon for the employee's own permanent occupation in his/her new locality.
- (2) An employee shall be reimbursed such following expenses as are incurred in relation to the sale of a dwelling/house:
 - (a) If the employee engaged an agent to sell the dwelling/house on his/her behalf - fifty (50) % of the amount of the commission paid to the agent in respect of the sale of the dwelling/house;
 - (b) If the employee engaged a solicitor to act for him/her in connection with the sale of the dwelling/house - the amount of the professional costs and disbursements necessarily incurred and paid to the solicitor in respect of the sale of the dwelling/house;
 - (c) If the land on which the dwelling/house is created was subject to a first mortgage and that mortgage was discharged on the sale, then an employee shall, if, in a case where a solicitor acted for the mortgagee in respect of the discharge of the mortgage and the employee is required to pay the amount of the professional costs and disbursements necessarily incurred by the mortgagee in respect of the discharge of the mortgage - the amount so paid by the employee;

- (d) If the employee did not engage an agent to sell the dwelling/house on his/her behalf - the amount of the expenses reasonably incurred by the employee in advertising the dwelling/house for sale.
- (3) An employee shall be reimbursed such following expenses as are incurred in relation to the purchase of a dwelling/house:
- (a) If the employee engaged a solicitor or settlement agent to act for him/her in connection with the purchase of the dwelling/house - the amount of the professional costs and disbursements necessarily incurred and paid to the solicitor or settlement agent in respect of the purchase of the dwelling/house;
 - (b) If the employee mortgaged the land on which the dwelling/house was erected in conjunction with the purchase of the dwelling/house, then an employee shall, if, in a case where a solicitor acted for the mortgagee and the employee is required to pay and has paid the amount of the professional costs and disbursements (including valuation fees but not a procuration fee payable in connection with the mortgage) necessarily incurred by the mortgagee in respect of the mortgage - the amount so paid by the employee;
 - (c) If the employee did not engage a solicitor or settlement agent to act for him/her in connection with the purchase or such a mortgage - the amount of the expenses reasonably incurred by the employee in connection with the purchase or the mortgage, as the case may be, other than a procuration fee paid by the employee in connection with the mortgage.
- (4) An employee is not entitled to be paid a property allowance under subclause (1)(c)(ii) unless he/she is entitled to be paid a property allowance under subclause (1)(c)(i); provided that the employer may approve the payment of a property allowance under subclause (1)(c)(ii) to an employee who is not entitled to be paid a property allowance under subclause (1)(c)(i) if the employer is satisfied that it was necessary for the employee to purchase a residence or land for the purpose of erecting a residence thereon in this new locality because of the employee's transfer from his/her former locality.
- (5) For the purpose of this Award it is immaterial that the ownership, sale or purchase is:
- (a) In the case of a married employee, solely or jointly or in common with;
 - (i) his/her spouse;
 - (ii) a dependant relative; or
 - (iii) his/her spouse and a dependant relative; or
 - (b) In the case of any other employee, solely or jointly or in common with a dependant relative living with him/her.
- (6) Where the employee sells or purchases a residence jointly or in common with another person - not being a person referred to in subclause (5) - he/she shall be paid only the proportion of the expenses for which he/she is responsible.
- (7) An application by an employee for a property allowance shall be accompanied by evidence of the payment by the employee of the expenses, being evidence that is satisfactory to the employer.
- (8) Notwithstanding the foregoing provisions, an employee is not entitled to the payment of a property allowance:
- (a) In respect of a sale or purchase prescribed in subclause (1) which is effected;
 - (i) More than twelve (12) months after the date on which the employee took up duty in his/her new locality; or
 - (ii) After the date on which the employee received notification that he/she was being transferred back to his/her former locality;

Provided that the employer may, in exceptional circumstances grant an extension of time for such period as is deemed reasonable.

- (b) Where the employee is transferred from one locality to another solely at his/her own request or on account of misconduct.

(9) For the purpose of this clause:

- (a) "Agent" means a person carrying on business as an estate agent in a State or Territory of the Commonwealth, being, in a case where the law of that State or Territory provides for the registration or licensing of persons who carry on such a business, a person duly registered or licensed under that law;
- (b) "Dependant Relative" in relation to an employee means a relative or other person who is solely dependant on the employee for support;
- (c) "Expenses" in relation to an employee means all costs incurred by the employee in the following areas:
 - (i) Legal fees in accordance with the Solicitor's Remuneration Order, 1976, as amended and varied, duly paid to a solicitor or in lieu thereof fees charged by a settlement agent for professional costs incurred in respect of the sale or purchase, the maximum fee to be claimed shall be as set out under Item 8 of the above Order;
 - (ii) Disbursements duly paid to a solicitor or a settlement agent necessarily incurred in respect of the sale or purchase of the residence;
 - (iii) Real Estate Agent's Commission in accordance with that fixed by the Real Estate and Business Agents Supervisory Board, acting under Section 61 of the Real Estate and Business Agents Act, 1978, duly paid to an agent for services rendered in the course of and incidental to the sale of the property, the maximum fee to be claimed shall be fifty percent (50%) as set out under Items 1 or 2 - Sales by Private Treaty or Items 1 or 2 - Sales by Auction of the Maximum Remuneration Notice;
 - (iv) Stamp duty;
 - (v) Fees paid to the Registrar of Titles or to the employee performing duties of a like nature and for the same purpose in another State of the Commonwealth;
 - (vi) Expenses relating to the execution or discharge of a first mortgage;
 - (vii) The amount of expenses reasonably incurred by the employee in advertising the dwelling/house for sale.
- (d) "Locality" in relation to an employee means:
 - (i) Within the metropolitan area, that area within a radius of fifty (50) kilometres from the Perth Central Railway Station; and
 - (ii) Outside the metropolitan area, that area within a radius of fifty (50) kilometres from an employee's headquarters when they are situated outside of the metropolitan area;
- (e) "Residence" includes any accommodation of a kind commonly known as a flat or a home unit that is, or is intended to be, a separate tenement;
- (f) "Settlement Agent" means a person carrying on business as settlement agent in a State or Territory of the Commonwealth, being, in a case where the law of that State or Territory provides for the

registration or licensing of persons who carry on such a business, a person duly registered or licensed under that law.

- (10) Where there is a dispute or disagreement concerning:
- (a) The necessity to purchase a residence or land;
 - (b) The amount of the disbursements necessarily incurred and duly paid by the employee;
 - (c) The amount of expenses reasonably incurred by an employee when:
 - (i) he/she did not engage an agent to sell the dwelling/house on his/her behalf; or
 - (ii) he/she did not engage a solicitor or settlement agent to act for him/her in connection with the purchase or a mortgage;

It shall be deemed to be a dispute or disagreement and shall be resolved in accordance with Clause 27. – Dispute Settlement Procedure of this Award.

35. - CASUAL EMPLOYEES

- (1) "Casual Employee" shall mean an employee engaged by the hour for a period of less than two (2) consecutive weeks in any period of engagement and is informed of the conditions of employment for casual employees before he/she is employed.
- (2) A casual employee shall be paid one seventy-fifth of the ordinary fortnightly rate of salary prescribed by this Award for the classification in which the casual employee is employed for each hour so employed, with the addition of twenty (20) %.
- (3) At the request of the Union the employer shall supply to the Union the following information with respect to casual employees employed during the preceding month:
 - (a) The name of the casual employee or employees so employed;
 - (b) The address of such employee or employees;
 - (c) The classification in which such an employee was engaged and the number of hours so engaged; and
 - (d) The rate of salary paid to such employee or employees.

36. - LEAVE TO ATTEND UNION BUSINESS

- (1) (a) The employer shall grant paid leave during ordinary working hours to an employee:
 - (i) Who is required to give evidence before any industrial tribunal;
 - (ii) Who as a Union-nominated representative of the employees is required to attend negotiations and/or conferences between the Union and employer;
 - (iii) When prior agreement between the Union and employer has been reached for the employee to attend official Union meetings preliminary to negotiations or industrial hearings;
 - (iv) Who as a Union-nominated representative of the employees is required to attend joint Union/management consultative committees or working parties.

- (b) The granting of leave pursuant to paragraph (a) of this subclause shall only be approved:
 - (i) Where an application for leave has been submitted by an employee a reasonable time in advance;
 - (ii) For the minimum period necessary to enable the Union business to be conducted or evidence to be given;
 - (iii) For those employees whose attendance is essential;
 - (iv) When the operation of the organisation is not being unduly affected and the convenience of the employer impaired.
- (2) (a) Leave of absence will be granted at the ordinary rate of pay.
- (b) The employer shall not be liable for any expenses associated with an employee attending to Union business.
- (c) Leave of absence granted under this clause shall include any necessary travelling time in normal working hours.
- (3) (a) Nothing in this clause shall diminish the existing arrangements relating to the granting of paid leave for Union business.
- (b) An employee shall not be entitled to paid leave to attend Union business other than as prescribed by this clause.
- (c) The provisions of this clause shall not apply to special arrangements made between the parties which provide for unpaid leave for employees to conduct Union business.
- (4) The provisions of this clause shall not apply when an employee is absent from work without the approval of the employer.

37. - TRADE UNION TRAINING LEAVE

- (1) Subject to the provisions of this clause:
 - (a) The employer shall grant paid leave of absence to employees who are nominated by the Union to attend short courses relevant to the employee's employment or the role of the Union workplace representative, conducted by and/or on behalf of the Union;
 - (b) Paid leave of absence shall also be granted to attend similar courses or seminars as from time to time approved by agreement between the parties.
- (2) An employee shall be granted up to a maximum of five (5) days' paid leave per calendar year for trade union training or similar courses or seminars as approved. However, leave of absence in excess of five (5) days and up to ten (10) days may be granted in any one (1) calendar year provided that the total leave being granted in that year and in the subsequent year does not exceed ten (10) days.
- (3) (a) Leave of absence will be granted at the ordinary rate of pay and shall not include shift allowances, penalty rates or overtime.
- (b) Where a public holiday or rostered day off falls during the duration of a course, a day off in lieu of that day will not be granted.
- (4) Subject to subclause (3) of this clause shift employees attending a course shall be deemed to have worked the shifts they would have worked had leave not been taken to attend the course.

- (5) The granting of leave pursuant to the provisions of subclause (1) of this clause is subject to the operation of the organisation not being unduly affected and to the convenience of the employer.
- (6) (a) Any application by an employee shall be submitted to the employer for approval at least four (4) weeks before the commencement of the course, provided that the employer may agree to a lesser period of notice.
- (b) All applications for leave shall be accompanied by a statement from the relevant Union indicating that the employee has been nominated for the course. The application shall provide details as to the subject, commencement date, length of course, venue and the Authority which is conducting the course.
- (7) A qualifying period of twelve (12) months in government employment shall be served before an employee is eligible to attend courses or seminars of more than one-half (½) day duration. An employer may, where special circumstances exist, approve an application to attend a course or seminar where an employee has less than twelve (12) months' government service.
- (8) (a) The employer shall not be liable for any expenses associated with an employee's attendance at trade union training courses.
- (b) Leave of absence granted under this clause shall include any necessary travelling time in normal working hours immediately before or after the course.

38. - INTRODUCTION OF CHANGE

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

39. - SKILLS ACQUISITION

- (1) Classification by Skill Level

- (a) The parties to this Award shall determine the appropriate range of skills applicable to each classification of position contained in Schedule B – Classes, and/or Groups and/or Callings Covered.
- (b) Each employee shall be paid the salary rate specified for a classification level defined in accordance with subclause (1) (a) of this clause.
- (c) Where the employee is required to apply skills which in total or in part correspond to the skills required of a higher classification than that under which they are usually paid, the employee shall receive the rate of pay corresponding to that higher classification in accordance with Clause 10. - Higher Duties of this Award.
- (d) The level of skills possessed by each employee shall be determined by training standards, certification and experience in accordance with subclauses (2) and (3) of this clause.
- (e) "Experience" for the purposes of this clause, means skills gained in an industry or occupation or away from work and which are recognised within the classification structure.

(2) Training Standards

- (a) Where relevant training standards have been developed by the statutory State Training Authority, those standards shall be adopted in respect of matters relating to training in the industries and classifications covered by this Award.
- (b) Where relevant national training standards have been registered by the National Training Board, those standards shall be adopted in respect of matters relating to training in the industries and classifications covered by this Award.
- (c) Where relevant training standards have not been developed by the statutory State Training Authority or registered by the National Training Board, the parties to this Award shall establish the standards to be adopted with respect of matters relating to training in the industries and classifications covered by this Award.
- (d) "Training Standards" for the purpose of this clause shall include, but not be limited to, the following:
 - (i) The standards and competencies of skills required for each classification;
 - (ii) Curricula development;
 - (iii) Training courses;
 - (iv) Articulation and accreditation requirements for both on and off the job training;
 - (v) On the job training guidelines.

(3) Training Standards, Vocational Education and Accreditation

All training and vocational education for the purpose of imparting skills corresponding to the classification structure of this Award shall be:

- (a) Consistent with the training standards established in accordance with subclause (2);
- (b) Of a form which is recognised for the purpose of attainment or contributory towards the attainment of an accredited vocational educational qualification; and
- (c) Accredited by the statutory State Training Authority; or
- (d) In the absence of the statutory State Training Authority, agreed by the parties to this Award as adequate in meeting the requirements of this subclause (3).

40. - TRAINEESHIPS

- (1) (a) Trainees are to be additional to the normal workforce of the employers so that trainees shall not replace paid employees or volunteers or reduce the hours worked by existing employees.
- (b) The employer is to consult with the Union and seek its agreement before any particular traineeship program is to be introduced into the workplace.

(2) Training Conditions

The arrangements between the employer and the trainee in relation to training are as specified in the Traineeship Training Agreement, as administered by the Department of Training.

(3) Employment Conditions

- (a) The initial period of employment for trainees is the nominal training period endorsed at the time the particular traineeship is established;
- (b) Completion of the traineeship scheme will not guarantee the trainee future employment in the public sector, but the employer will cooperate to assist the trainee to be placed in suitable employment, should a position arise;
- (c) Trainees are permitted to be absent from work without loss of continuity of employment to attend off the job training in accordance with the training plan. However, except for absences provided for under this Award, failure to attend for work or training without an acceptable cause will result in loss of pay for the period of the absence; and
- (d) Overtime and shift work shall not be worked by trainees except to enable the requirements of the training to be effected. When overtime and shift work are worked the relevant allowances and penalties of the Award, based on the training wage stated in subclause (4) will apply. No trainee shall work overtime or shift work on their own.

(4) Wages

The salary applicable to trainees shall be as prescribed in the National Training Wage Award 2000 for employees up to and including twenty (20) years of age. Adult trainees will be paid the rate prescribed under the Minimum Conditions of Employment Act 1993 for the minimum weekly rate of pay for employees twenty-one (21) or more years of age.

(5) Definitions

- (a) "Part-time trainee" means a trainee who is employed for less than thirty seven and a half (37.5) hours per week; reasonably regular hours are worked each week; and wages and entitlements accrue on a pro-rata basis.
- (b) "Traineeship" means a full-time or part-time structured employment based training arrangement approved by the Western Australian Department of Training where the trainee gains work experience and has the opportunity to learn new skills in a work environment. On successful completion of the traineeship the trainee obtains a nationally recognised qualification. Notwithstanding the above, a "traineeship" does not include a training program, cadetship or similar, of a type that is currently offered or may be offered by the employer in order to train employees on the job.
- (c) "Traineeship Training Agreement" means the agreement between the employer and the trainee that provides the training conditions for the traineeship and is registered with the Western Australian Department of Training.

41. - FLEXIBILITY AGREEMENTS

- (1) (a) Employers and employees covered by this Award may endeavour to reach agreement to vary the provisions of this Award to meet the requirements of the employers' business and the consequential aspirations of the employees concerned.

The purpose of an agreement is to make the enterprise or workplace operate more efficiently according to its particular needs.
- (b) Any such agreement shall be subject to the procedures contained in subclause (2) of this clause.
- (2) (a) At each enterprise or workplace, consultative mechanisms and procedures appropriate to the organisation shall be established comprising representatives of the employer and employees.
- (b) The particular mechanism and procedures established shall be appropriate to the size, structure, and needs of the enterprise and/or workplace.
- (c) Nothing in this clause shall prevent the employees from seeking advice from, or representation by, the Union during such negotiations, nor prevent the Union from being party to the consultative processes.
- (d) Before the agreement is finalised the employer must take reasonable steps to explain the likely effect of the proposed agreement to the employees affected.
- (e) The agreement shall be provided to all employees who may be affected by the agreement. If the Union has not been involved in the negotiations, a copy shall be sent to the Secretary of the Union.
- (f) Where the agreement represents the consent of the employer and the majority of the employees concerned, the Union shall not unreasonably oppose the terms of that agreement.
- (g) In deciding the reasonableness of an agreement, account will be taken by the parties of whether or not terms and conditions are on balance, no less favourable than those prescribed by this Award.
- (h) Any agreement reached under the provisions of this clause shall be processed in accordance with section 40 or 41 of the Industrial Relations Act, 1979 and shall be subject to approval or registration as the case may be by the Western Australian Industrial Relations Commission.
- (i) Any agreement made pursuant to this clause shall take precedent over any provision of this Award to the extent of any inconsistency.

42. - SALARY PACKAGING

- (1) For the purposes of this Award "salary packaging" shall mean an arrangement whereby the wage or salary benefit arising under a contract of employment are reduced, with another or other benefits to the value of the replaced salary being substituted and due to the employee.
- (2) An employer and employee bound by this Award may enter into a salary packaging arrangement subject to the following:
 - (a) The employer shall take all reasonable steps to ensure that any salary package complies with taxation and other relevant laws;
 - (b) (i) The employer shall record the arrangement at the time it is entered into, and provide a copy to the employee before the arrangement comes into effect;
 - (ii) The record shall include details of the employee's classification and salary level applying immediately prior to the salary packaging, coming into effect, and the details of the package;

- (c) The value of any agreed salary package, viewed objectively, shall not be less than the value of entitlements under this Award which would otherwise apply; and
 - (d) The value of any agreed salary package, viewed objectively, shall not be greater than the value of the contractual benefits which would otherwise be due to the employee.
- (3) An employer shall not unreasonably withhold agreement to salary packaging on request from an employee.
 - (4) In the event of a dispute involving:
 - (a) Refusal by an employer to discuss after having received a request for salary packaging; and/or
 - (b) A claim by an employee or the Union party to this Award that an employer is unreasonably refusing to enter into a salary packaging arrangement with its employee/s;

Such dispute may be determined under the Industrial Relations Act, 1979 as amended.

43. - PRESERVATION OF RIGHTS

- (1) As a result of this Award, nothing herein contained shall in itself operate so as to detrimentally alter the conditions of employment or salary that is the minimum prescribed in this Award or any benefit superior to any contained herein that have in accordance with custom and usage been and are continuing to be applied administratively.
- (2) In particular, the two (2) public service holidays which up until its abolition were prescribed under Section 59 of the Public Service Act, 1979 and Regulation 12 of the Regulations to that Act and which following abolition of the said Act continued to be payable administratively.

SCHEDULE A
MINIMUM SALARIES

(1) Subject to the provisions of Clause 8. – Salaries and to the provisions of this Schedule the minimum annual salaries for employers bound by the Award are set out hereinafter.

(2) Minimum Salaries

LEVELS	CURRENT	ASNA	NEW
Level 1 under 17 years of age	11363	10532	21895
17 years of age	13270	12300	25570
18 years of age	15490	14358	29848
19 years of age	17929	16618	34547
20 years of age	20135	18663	38798
21 years of age 1 st year of service	22117	20500	42617
22 years of age 2 nd year of service	22771	20556	43327
23 years of age 3 rd year of service	23421	20610	44031
24 years of age 4 th year of service	24069	20910	44979
Level 2	24720	20981	45701
	25371	21054	46425
	26120	21020	47140
	26638	21077	47715
	27403	21161	48564
Level 3	28307	21260	49567
	29010	21338	50348
	29749	21417	51166
	30928	21547	52475
Level 4	31545	21615	53160
	32470	21716	54186
	33421	21822	55243
	34772	21852	56624
Level 5	35476	21929	57405
	36443	22035	58478

	37438	22030	59468
	38462	22142	60604
Level 6	40434	22359	62793
	41898	22519	64417
	43978	22747	66725
Level 7	45091	22869	67960
	46501	23024	69525
	47962	23184	71146
Level 8	50097	23420	73517
	51847	23611	75458
Level 9	54495	23900	78395
	56337	24103	80440
Level 10	58354	24324	82678
	61598	24680	86278
Level 11	64189	24965	89154
	66824	25253	92077
Level 12	70437	25649	96086
	72878	25917	98795
	75662	26223	101885

- (a) An employee, who is 21 years of age or older on appointment to a classification equivalent to Level 1, may be appointed to the minimum rate of pay based on years of service, not on age.
- (b) (i) For the purposes of this paragraph, 'Medical Typist' and "Medical Secretary' shall mean those employees classified on a classification equivalent to Level 1, 2, or 3 who spend at least 50% of their time typing from tapes, shorthand, and/or Doctor's notes of case history, summaries, reports or similar material involving a broad range of medical terminology.
- (ii) A Medical Typist or Medical Secretary shall be paid a medical terminology allowance of an amount equivalent to 5.15% of Level 2 increment 3 per annum, which shall be converted to an hourly rate to enable payment:
- (aa) on a fortnightly basis;
- (bb) on a proportionate basis for a part-time employee;

(iii) Notwithstanding any other provisions of this paragraph, where an employee, classified equivalent to Level 1, 2 or 3 (other than an employee for whom training or instruction is a formal requirement of their job) has been instructed to provide short-term training or instruction in medical terminology, the employee shall be paid the medical terminology allowance on an hourly basis for the hours so worked.

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

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

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

(3) Salaries – Health Professionals

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

LEVELS	CURRENT	ASNA	With effect on and from the commencement of the first pay period on or after 1 July 2019.
LEVEL 4/6	31545	21615	53160
	33421	21822	55243
	35476	21929	57405
	37438	22030	59468
	40434	22359	62793
	43978	22747	66725
LEVEL 7	45091	22869	67960
	46501	23024	69525
	47962	23184	71146
LEVEL 8	50097	23420	73517
	51847	23611	75458
LEVEL 9	54495	23900	78395
	56337	24103	80440
LEVEL 10	58354	24251	82605
	61598	24680	86278
LEVEL 11	64189	24965	89154
	66824	25253	92077
LEVEL 12	70437	25649	96086
	72878	25917	98795

	75662	26223	101885
--	-------	-------	--------

- (b) Subject to subclause (d) of this clause, on appointment or promotion to the Level 4/6 under this subclause:
- (i) Employees, who have completed an approved three-year academic tertiary qualification, relevant to their calling, shall commence at the first year increment;
 - (ii) Employees, who have completed an approved four-year academic tertiary qualification, relevant to their calling, shall commence at the second year increment;
 - (iii) Employees, who have completed an approved Masters Degree or an approved PhD Degree relevant to their calling, shall commence on the third year increment;

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

- (c) The employer and Union shall be responsible for determining the relevant acceptable qualifications for appointment for the callings covered by this subclause and shall maintain a manual setting out such qualifications.
- (d) The employer in allocating levels pursuant to clause (3) of this schedule may determine a commencing salary above Level 4/6 for a particular calling/s.
- (e) The Classification Level Descriptors for each level in subclause (a) of this clause shall be as agreed from time to time between the Employer and the Union, and shall be published by the Employer in an Operational Circular.

- (4) The following conditions shall apply to employees in the callings of Engineer:

Employees employed in the calling of Engineer and who are classified Level 4/6 under this Award shall be paid a minimum salary at the rate prescribed for the maximum of Level 4/6 where the employee is an “experienced engineer” as defined.

For the purposes of this paragraph “experienced engineer” shall mean:

- (a) An engineer appointed to perform professional engineering duties and who is a Corporate Member of the Institution of Engineers, Australia or who attains that status during service;
- (b) An engineer appointed to perform professional duties who is not a Corporate Member of the Institution of Engineers, Australia but who possesses a degree or diploma from a University, College or Institution acceptable to the employer on the recommendation of the Institution of Engineers, Australia, and who:
 - (i) Having graduated in a four (4) of five (5) academic year course at a University or Institution recognised by the employer, has had four (4) years’ experience on professional engineering duties acceptable to the employer since becoming a qualified engineer, or
 - (ii) Not having a University degree but possessing a diploma recognised by the employer, has had five (5) years’ experience on professional engineering duties, recognised by the employer since becoming a qualified engineer.

- (5) (a) An employee appointed as a Clinical Psychologist Registrar (Grade 1) shall commence at Level 4/6.5 and shall progress to Level 4/6.6 in the second year.
- (b) An employee appointed as a Clinical Psychologist (Grade 2) shall commence at Level 7.3 and shall progress by annual increments to Level 9.2.

- (c) Progression from Clinical Psychologist Registrar (Grade 1) to Clinical Psychologist (Grade 2) shall occur with effect from the date registration as a “Clinical Psychologist” is conferred by the Psychologists’ Board of Western Australia and the relevant positions may be advertised at Grade 1 or Grade 2 when vacant.
- (d) “Clinical Psychologist (Grade 2)” shall mean a Clinical Psychologist who:
 - (i) is registered with the Psychologists’ Board of Western Australia;
 - (ii) has a thorough knowledge of the methods, principles and practices of the profession;
 - (iii) works under general to limited direction; and
 - (iv) has an ability to practice psychology with a high degree of initiative and experience.
- (e) The classification and grading structure for Clinical Psychologists above Grade 2 shall be as agreed from time to time between the Employer and the Union, and shall be published by the Employer in an Operational Circular.

SCHEDULE B
CLASSES AND/OR GROUPS AND/OR CALLINGS COVERED

All Professional, Administrative, Clerical, Technical AND Supervisory employees including but not limited to:

Architect	Co-ordinator-Human Resources
Audiologist	Co-Ordinator-Support Services
Bio-Chemist	Community Health Officer
Bio-Engineer	Computer Assistant
Chemist	Computer Services Officer
Clinical Psychologist	Computer Systems Officer
Dental Officer	Consultant (Not Medical)
Dentist	Curator of Art
Dietician	Data Manager
Engineer	Director (Finance & Information Technology)
Librarian	Director - Other Than Director of Nursing or Medicine
Medical Imaging Technologist	Director of Administration Services
Medical Scientist	Director of Information Services
Nuclear Medicine Technologist	Engineer
Occupational Therapist	Establishments Officer
Pharmacist	Executive Assistant
Psychologist	Executive Officer
Physicist	Farm Supervisor
Physiotherapist	Finance Officer
Podiatrist	Fire and Safety Officer
Radiation Therapist	General Manager
Research Officer	General Services Supervisor
Scientific Officer	Graduate Assistant
Social Worker	Grounds Supervisor
Speech Pathologist	Health Education Officer
Ultrasonographer	Human Resources Officer
	Industrial Officer
	Information Planning Officer
	Information Services Officer
	Language Services Officer
	Linen Services Manager
	Manager (CSSD)
	Manager Accounting Services
	Manager Information Systems
	Manager Orderly & Transport Services
	Manager, Other Than Nurse Manager
	Manager-Human Resources
	Materials Management Systems Co-ordinator
	Medical Records Officer
	Morbidity Coding Officer
	Museum Curator
	Occupational Health & Safety Officer
	Occupational Health Officer
	Patients' Fees Officer
	Paymaster
	Personnel Officer
	Pharmacy Store Officer
	Planning Officer
	Policy Officer/Analyst
	Principal Industrial Officer
	Project Officer
	Property Officer
Accountant	
Accounting Officer	
Accounting Services Officer	
Administrative Assistant (Administrative/Manager)	
Administrative Officer	
Administrator	
Admissions Officer	
Asset Management Officer	
Auditor	
Bereavement Officer	
Budgeting Officer	
Casemix Officer	
Cashier	
Catering Manager	
Catering Officer	
Claims Management Officer	
Cleaning Services Officer	
Cleaning Services Supervisor	
Clinic Liaison Officer	
Co-ordinator Allied Health	
Co-ordinator Allied Health Early Discharge	
Co-ordinator Patient Information Systems	
Co-ordinator Transport	

Public Relations Officer
Purchasing & Stores Officer
Purchasing Officer
Purchasing Supply Officer
Quality Assurance Officer
Quality Improvement Officer
Rehabilitation Officer
Relieving Officer
Risk Management Officer
Salaries Officer
Security Officer
Senior Aboriginal Health Officer
Services Officer
Staff Clerk
Stores Officer
Superintendent
Supply Manager
Supply Officer
Systems Administrator
Training Officer
Transplant Co-ordinator
Transport Liaison Officer
Warden
Warehouse Controller
Workers Compensation Officer

Accounts Clerk
Administrative Assistant
Assistant Cashier
Assistant Medical Records Officer
Assistant Patients' Fees Officer
Clerk
Community Health Clerk
Data Processing Officer
Engineering Clerk
Enquiries Clerk
Filing Clerk
Junior Administrative Assistant
Key Punch Operator
Mailroom Clerk
Medical Records Clerk
Medical Secretary
Medical Typist
Morbidity Coding Clerk
P.A.T.S Clerk
Public Relations Assistant
Purchasing Clerk
Receival Liaison Officer
Receptionist
Research Assistant
Salaries Clerk
Secretary
Shorthand Typist
Stores Assistant
Surgical Appliance Clerk
Switchboard Operator
Telephonist
Transport Clerk

Typist
Workers Compensation Clerk

Anaesthetic Technician
Animal House Technician
Architectural Draughtsperson
Art Therapist
Assistant Cath. Lab Technician
Assistant In Pharmacy
Audio Metrician
Audio Visual Assistant
Bio-Engineering Technician
Cardiac Technician
Cardiology Technician
Catering Officer
Cath. Lab Technician
Clinical Perfusionist
Craft Worker
Cyto-technician
Dark Room Assistant
Dental Therapist
Draughtsperson
E.C.G Recordist
EEG/EMG Recordist
Film Processor
Handicraft Instructor
Handicraft Worker
Laboratory Technician
Library Assistant
Library Technician
Maintenance Engineer
Maxillo Facial Technician
Medical Artist
Medical Photographer
Mortuary Technician
Neurophysiology Technician
Occupational Therapy Assistant
Orthopaedic Appliance Assistant
Orthopaedic Appliance Technician
Orthopaedic Footwear Maker
Orthopaedic Technician
Orthoptist
Orthotic Technician
Orthotist
Outreach Worker
Pharmacy Assistant
Pharmacy Intern/Trainee
Phlebotomist
Physiotherapist Assistant
Production Assistant
Rehabilitation Technologist
Research Officer
Respiratory Technician

Security Officer
Shift Engineer
Specimen Control Officer
Technical Assistant
Technical Officer
Technician
Technician (Air Systems)
Technician (Bioengineering)
Technician (Condition Monitoring)
Technician (Dialysis)
Technician (Electrical Systems)
Technician (Electronics)
Technician (Instruments)
Technician (Mechanical)
Technician (Physics)
Technician (Radioisotopes)
Theatre Technician
Therapy Assistant
Trade Instructor
Urology Assistant
Urology Technician
Welfare Officer
X-ray Assistant

Catering Services Supervisor
Cleaning Services Supervisor
Clerk In Charge
CSSD Supervisor
Food Services Supervisor
Office Supervisor
Supervisor (Administration)
Supervisor Admission Centre
Supervisor Coding
Supervisor Filing Systems
Supervisor Preparation
Supervisor-Cardiac Catheter Laboratory

Any of the above callings may be read as appropriate in conjunction with the following prefixes * suffixes.

Assistant
Chief
Co-ordinator
Deputy
Director
In-Charge
Manager
Officer
Regional
Senior
Superintendent
Supervisor
Trainee

NOTE: In some cases, the use of the prefix may cause some callings/classes of Employees to be considered under more than one heading.

SCHEDULE C
EMPLOYERS BOUND AND/OR NAMED PARTIES TO THE AWARD

Organisation of Employees Party to the Award:

The Health Services Union of Western Australia (Union of Workers).

Employers Named as Parties to the Award and/or Bound:

BOARDS

- (a) The Minister for Health in his incorporated capacity under s.7 of the Hospitals and Health Services Act 1927 (WA) as:
- (i) the Hospitals formerly comprised in the Metropolitan Health Service Board;
 - (ii) the Peel Health Services Board;
 - (iii) the South West Health Board;
 - (iv) the WA Country Health Service.
- (b) The Minister for Health has in his incorporated capacity delegated all powers and duties as such to the Director General of Health.
- (c) The Director General of Health, as delegate to the Minister to be referred to for the purposes of this Award variously as “the employer”.

ASSOCIATED HEALTH SERVICES AND HOSPITALS

HEALTH SERVICES

The Board of Management of and/or the Minister for Health being the Board of Management of:	
Aged Care Assessment Teams	Bentley Health Service
Armadale Health Service	Boyup Brook Health Service
Avon Health Service	Bunbury Health Service

Central Desert Health Service
Central Great Southern Health Service
Central Wheatbelt Health Service
Community and Population Health Services
Donnybrook/Balingup Health Service
Dundas Health Service
East Kimberley Health Service
East Pilbara Health Service
Eastern Wheatbelt Health Service
Fremantle Health Service
Gascoyne Health Service
Geraldton Health Service
Goomalling Health Service
Graylands Selby Lemnos and Special Care
Health Service
Harvey Yarloop Health Services
Inner City Health Services
Lower Great Southern Health Service
North Metropolitan Area Health Service
Mental Health Services
Midwest Health Service
Mount Henry Health Service
Mullewa Health Service
Murchison Health Service
Northampton Kalbarri Health Service
Northern Goldfields Health Service
Peel Health Services
Ravensthorpe Health Service
Rockingham/Kwinana Health Service
South East Coastal Health Service
South Metropolitan Area Health Services
Swan and Kalamunda Health Service
Upper Great Southern Health Service
Upper North Metropolitan Health Service
Vasse-Leeuwin District Health Service
West Kimberley Health Service
West Pilbara Health Service
Western Wheatbelt Health Service
Women's and Children's Health Service

HOSPITALS

Howsoever constituted, the Boards of Management of:

Royal Perth Hospital
Sir Charles Gairdner Hospital
Fremantle Hospital
Princess Margaret Hospital for Children
King Edward Memorial Hospital
Beverley District Hospital
Boddington District Hospital
Bridgetown District Hospital
Bruce Rock (Memorial) Hospital
Corrigin District Hospital
Cunderdin District Hospital
Dalwallinu District Hospital
Dumbleyung District Hospital
Gnowangerup District Hospital
Goomalling District Hospital
Harvey District Hospital
Jerramungup Health Centre
Kalamunda District Community Hospital
Kellerberrin Memorial Hospital
Kojonup District Hospital
Kondinin District Hospital
Kukerin Hospital
Kununoppin District Hospital
Moora District Hospital
Morawa District Hospital
Mukinbudin District Hospital
Mullewa District Hospital
Murray District Hospital
Nannup District Hospital
Narebeen District Hospital
Norseman District Hospital
North Midlands District Hospital
Northampton District Hospital
Northcliffe Nursing Post
Numbala-Nursing/Derby Nursing Home
Ord Street Hospital
Pemberton District Hospital
Pingelly District Hospital
Plantagenet District Hospital
Quairading District Hospital
Ravensthorpe District Hospital
Rottnest Island Nursing Post
Southern Cross District Hospital
Tambellup Nursing Post
Boyup Brook and Districts Soldiers' Memorial Hospital
Warren District Hospital
Williams Nursing Post
Wongan Hills District Hospital
Wyalkatchem-Koorda and Districts Hospital
Yalgoo Nursing Post
Yarloop District Hospital
Western Australian School of Nursing

Albany Regional Hospital
Armadale/Kelmscott Memorial Hospital
Augusta District Hospital
Bentley Hospital
Broome District Hospital
Bunbury Regional Hospital
Busselton District Hospital
Carnarvon Regional Hospital
Collie District Hospital
Cue Nursing Post
Denmark District Hospital
Derby Regional Hospital
Donnybrook District Hospital
Dwellingup Nursing Post
Esperance District Hospital
Eucla Nursing Post
Exmouth District Hospital
Fitzroy Crossing District Hospital
Geraldton Regional Hospital
Halls Creek District Hospital
Hawthorn Hospital
Kalgoorlie Regional Hospital
Katanning District Hospital
Kununurra District Hospital
Lake Grace District Hospital
Laverton District Hospital
Leonora District Hospital
Marble Bar Nursing Post
Margaret River District Hospital
Meekatharra District Hospital
Menzies Nursing Post
Merredin District Hospital
Mount Henry Hospital
Mount Magnet Health Centre
Narrogin Regional Hospital
Nickol Bay Hospital
Newman Hospital
Northam Regional Hospital
Onslow District Hospital
Osborne Park Hospital
Paraburdoo Hospital
Pemberton District Hospital
Port Hedland Regional Hospital
Raventhorpe Health Centre
Rockingham/Kwinana Hospital
Roebourne District Hospital
Sandstone Nursing Post
Shark Bay Nursing Post
Sunset Hospital
Swan District Hospital
Telfer Nursing Post
Tom Price Hospital
Varley Nursing Post
Wagin District Hospital
Wanneroo Hospital
Warburton Range Hospital
West Kambalda Nursing Post
Wickepin Nursing Post
Wickham Hospital
Wiluna Nursing Post

Wittenoom Nursing Post
Woodside Maternity Hospital
Wooroloo District Hospital
Wyndham District Hospital
York District Hospital

VARIATION RECORD

WA HEALTH – HSU AWARD 2006 PSAA 2 OF 2005				
Delivered 24 May 2006 Published at 86 WAIG 1282				
Award operates on & from 30 March 2006				
CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
1. Title				
1B. Minimum Adult Award Wage				
	Cl.	957/05	7/07/06	86 WAIG 1631 & 2455
	Cl.	1/07	01/07/07	87 WAIG 1487 & 2392
	Cl.	115/07	01/07/08	88 WAIG 773&1585
	Cl.	1/09	01/10/09	89 WAIG 735 & 2018
	Cl.	2/10	01/07/10	90 WAIG 568 & 1390
	Cl.	2/11	01/07/11	91 WAIG 1008 & 1807
	Cl.	2/12	01/07/12	92 WAIG 1527
	Cl.	1/13	01/07/13	93 WAIG 1200
	Cl.	1/14	01/07/14	94 WAIG 1411
	Cl.	1/15	01/07/15	95 WAIG 1377
	Cl.	1/16	01/07/16	96 WAIG 1229
	Cl.	1/17	01/07/17	97 WAIG 1290
	Cl.	1/18	01/07/18	98 WAIG 263 & 1017
	Cl	1/19	01/07/19	99 WAIG 509 & 1346
2. Arrangement				
3. Effect, Area and Scope				
4. Named Parties to the Award				
5. Term				
6. Definitions				
7. Contract of Service				
8. Salaries				
9. Payment of Salaries				
10. Higher Duties				
11. Hours				
12. Overtime				
13. Meal Money				
	(1)	P 22/06	28/08/06	86 WAIG 2768
	(1)	P 14/07	19/11/07	87 WAIG 3046
14. Holidays and Annual Leave				
15. Short Leave/Bereavement Leave				
16. Sick Leave				
17. Parental Leave				

18. Long Service Leave				
19. Motor Vehicle Allowances				
	(4)	P 14/07	19/11/07	87 WAIG 3046
20. Travelling				
21. Transfers				
22. Travelling Time				
23. Relieving or Special Duty				
24. Travelling, Transfers and Relieving Duty – Rates of Allowance				
25. Removal Allowance				
	(1)(c) & (6)	P 22/06	28/08/06	86 WAIG 2768
	(1)(c) & (6)	P 14/07	19/11/07	87 WAIG 3046
26. Dirty Work				
27. Dispute Settlement Procedure				
28. Shift Work				
29. Protective Clothing and Uniforms				
30. District Allowance				
31. Child Allowance				
32. Channel of Communication				
33. Part-Time Employees				
34. Property Allowance				
35. Casual Employees				
36. Leave to Attend Union Business				
37. Trade Union Training Leave				
38. Introduction of Change				
39. Skills Acquisition				
40. Traineeships				
41. Flexibility Agreements				
42. Salary Packaging				
43. Preservation of Rights				
Schedule A – Minimum Salaries (Note rates don't add up for Subclause (2) Lev 2.1, and Subclause 3 Level 10.1 as issued)				

	Cl.	957/05	7/07/06	86 WAIG 1631 & 2455
	Cl.	1/07	01/07/07	87 WAIG 1487 & 2392
	Cl.	115/07	01/07/08	88 WAIG 773&1585
	Cl.	1/09	01/10/09	89 WAIG 735 & 2018
	Cl.	2/10	01/07/10	90 WAIG 568 & 1390
	Cl.	2/11	01/07/11	91 WAIG 1008 & 1807
	Cl.	2/12	01/07/12	92 WAIG 1527
	Cl.	1/13	01/07/13	93 WAIG 1200
	Cl.	1/14	01/07/14	94 WAIG 1411
	Cl.	1/15	01/07/15	95 WAIG 1377
	Cl.	1/16	01/07/16	96 WAIG 1229
	Cl.	1/17	01/07/17	97 WAIG 1290
	Cl.	1/18	01/07/18	98 WAIG 263 & 1017
	Cl	1/19	01/07/19	99 WAIG 509 & 1346
Scheduled B – Classes and/or Groups and/or Callings Covered				
Schedule C – Employers Bound and/or Named parties to the Award				